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

October 4, 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. 4 th 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))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

561 LLC

On October 4, 2017, Sharing Services, Inc. (the "Company") entered into and closed a transaction whereby the Company is acquiring a Twenty-five percent (25%) interest in 561 LLC, a Florida limited liability company ("561 LLC") in exchange for 2,500,000 shares of the Company's Series A Preferred Stock.

561 LLC is a premier Direct Sales Marketing firm. Its principals have over 32 years of Direct Sales experience in such diverse services and products as travel, wine, financial services, energy, and nutrition. Its years of experience facilitate the development of Direct Sales programs by setting up key infrastructure, building worldwide sales forces, designing compensation plans, and recruiting seasoned successful executives, all to maximize the sales potential of its Direct Sales programs.

The foregoing description of the Agreement dated October 4, 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.

America Approves Commercial LLC

On October 4, 2017, Sharing Services, Inc. (the "Company") entered into and closed a transaction whereby the Company is acquiring a Twenty-five percent (25%) interest in America Approves Commercial LLC, a Florida limited liability company ("AAC LLC") in exchange for 2,500,000 shares of the Company's Series A Preferred Stock.

Established in 2007, AAC LLC, dba America Approved Energy Services, is one of the nation's largest energy consulting firms. It was established to give small, medium, and large businesses, as well as governmental agencies, access to a variety of energy services that cater to each client's specific needs. It currently represents 42 of the top energy suppliers, which allows it to work with virtually all commercial energy users in every deregulated market throughout the United States.

The foregoing description of the Agreement dated October 4, 2017, is a summary only and is qualified in its entirety by the full text of the Agreement, which is filed as Exhibit 1.2 hereto and incorporated herein by reference.

Medical Smart Care LLC

On October 4, 2017, Sharing Services, Inc. (the "Company") entered into and closed a transaction whereby the Company is acquiring a Forty percent (40%) interest in Medical Smart Care LLC, a Texas limited liability company ("MSC") in exchange for 1,000,000 shares of the Company's Series A Preferred Stock.

Medical Smart Care LLC is a benefits company that specializes on health benefit related products and services for businesses and families throughout 50 states. MSC provides a no-cost consultation fee for each client that's uses MSC's telemedicine program. MSC also provides comprehensive dental and vision benefit plans.

The foregoing description of the Agreement dated October 4, 2017, is a summary only and is qualified in its entirety by the full text of the Agreement, which is filed as Exhibit 1.3 hereto and incorporated herein by reference.

LEH Insurance Group LLC

On October 4, 2017, Sharing Services, Inc. (the "Company") entered into and closed a transaction whereby the Company is acquiring a Forty percent (40%) interest in LEH Insurance Group LLC, a Texas limited liability company ("LEHIG") in exchange for 500,000 shares of the Company's Series A Preferred Stock. Based upon LEHIG attaining certain benchmarks for booked premiums through December 31, 2018, the seller of the LEHIG ownership interests may be entitled to an additional 1,000,000 shares of the Company's Series A Preferred Stock.

LEHIG is an independent insurance agency which sells a variety of insurance and financial products, including property and casualty insurance, life insurance, health insurance, disability insurance, and long-term care insurance, to both individuals and businesses.

The foregoing description of the Agreement dated October 4, 2017, is a summary only and is qualified in its entirety by the full text of the Agreement, which is filed as Exhibit 1.4 hereto and incorporated herein by reference.

ITEM 3.02 UNREGISTERED SALE OF EQUITY SECURITIES

In connection with the closing of the Agreements described in Item 1.01 above, the Company authorized the issuance of an aggregate of 6,500,000 shares of Series A Preferred Stock to the Equity-Holders. The Equity-Holders have acknowledged that the shares issued pursuant to the Agreement had not been registered under the Securities Act of 1933 (the "Securities Act") and that they constitute "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 the securities to the Equity-Holders under the Agreement was conducted in reliance upon Section 4(2) of the Securities Act.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits

Exhibit Number	Description	Location
1.1	Share Exchange Agreement dated October 4, 2017 by and between Sharing Services, Inc., 561 LLC, and the Equity-Holders of 561 LLC.	Provided herewith
1.2	Share Exchange Agreement dated October 4, 2017 by and between Sharing Services, Inc., America Approves Commercial LLC, and the Equity-Holders of America Approves Commercial LLC.	Provided herewith
1.3	Share Exchange Agreement dated October 4, 2017 by and between Sharing Services, Inc., Medical Smart Care LLC, and the Equity-Holder of Medical Smart Care LLC.	Provided herewith
1.4	Share Exchange Agreement dated October 4, 2017 by and between Sharing Services, Inc., LEH Insurance Group LLC, and the Equity-Holder of LEH Insurance Group LLC.	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 10, 2017

SHARING SERVICES, INC.

By: /s/ Jordan Brock
Name: Jordan Brock
Title: Chief Executive Officer/President

EXHIBIT 1.1

SHARE EXCHANGE AGREEMENT

By and Among

SHARING SERVICES, INC.,

561, LLC

and

EQUITY-HOLDERS OF
561, LLC

Dated as of October 4, 2017

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this " Agreement ") is entered into as of this 4 th day of September 2017, by and among **SHARING SERVICES, INC.** , a Nevada corporation (the " Company "), **561, LLC.** , a Florida limited liability company (" 561 "), and **JON GILBERT** and **PETER JENSEN** (together, the " Equity-Holders") , collectively with the Company and 561, the " Parties " and each, a " Party "), upon the following premises:

RECITALS:

WHEREAS , the Equity-Holders are the only stockholders of 561 and own One hundred percent (100%) of the issued and outstanding member shares of 561; and

WHEREAS , the Company desires to acquire from the Equity-Holders Twenty-five percent (25%) of the issued and outstanding member shares of 561 in exchange for Two Million Five Hundred Thousand (2,500,000) newly-issued shares of the Company's Series A Preferred stock, par value
$0.0001 per share (" Company 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 561

As an inducement to, and to obtain the reliance of the Company, except as set forth in those schedules prepared by 561 which are attached and made a part hereto (the " 561 Schedules "), 561 hereby represents and warrants as of October 4, 2017 (the " Closing Date ") as follows:

Section I.1 Organization

. 561 is a limited liability company duly organized on May 23, 2016, validly existing, and in good standing under the laws of the State of Florida 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 as Annex A are complete and correct copies of the Articles of Formation of 561 in effect on the date hereof (together, the " 561 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 561 Charter. 561 has taken all actions required by law, from its 561 Charter, or otherwise to authorize the execution and delivery of this Agreement. 561 has full power, authority, and legal right and has taken all action required by law, the 561 Charter, and otherwise to consummate the transactions herein contemplated.

Section I.2 Capitalization

. The capitalization of 561 consists of One Hundred Member Shares. There are One Hundred Member Shares issued and outstanding (the " 561 Shares "). The Equity-Holders own one hundred percent (100%) of the 561 Shares.

Section I.3 Subsidiaries

. 561 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 561 Shares.

Section I.5 Absence of Certain Changes or Events

Since July 1, 2017:

(a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of 561, including, but limited to, retaining any new employees, or hiring any contract personnel with the written consent of the Company or expending any cash on capital purchases, bonuses, or other expenses out of the ordinary course of business without prior written consent of the Company;

(b) 561 has not (i) amended its Articles of Organization or Operating 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 Equity-Holders or purchased or redeemed, or agreed to purchase or redeem, any of the 561 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) 561 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 561 after reasonable investigation, threatened by or against 561 or affecting 561 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. 561 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 561 is a party or by which its properties are bound and which are material to the operations of 561 taken as a whole are valid and enforceable by 561 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 561 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, 561 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 561 or except to the extent that noncompliance would not result in the occurrence of any material liability for 561.

Section I.9 Approval of Agreement

. The Managing Member of 561 and the Equity-Holders have unanimously authorized the execution and delivery of this Agreement by 561 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 561 in connection herewith constitute the valid and binding obligation of 561, 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 561 set forth in this Agreement and in the 561 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

. If required, 561's financial statements 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 ").

ARTICLE II
REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE COMPANY

As an inducement to, and to obtain the reliance of 561 and the Equity-Holders, except as set forth in those schedules prepared by the Company which are attached and made a part hereto (the " Company Schedules "), the Company represents and warrants, as of the Closing Date, as follows:

Section II.1 Organization

. The Company 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 as Annex B are complete and correct copies of the Articles of Incorporation of the Company and Certificates of Designations as in effect on the Closing Date (together, the " Company 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 Company Charter. The Company has taken all action required by law, the Company Charter or otherwise to authorize the execution and delivery of this Agreement, and the Company has full power, authority, and legal right and has taken all action required by law, the Company Charter or otherwise to consummate the transactions herein contemplated.

Section II.2 Capitalization

. The Company's authorized capitalization consists of (i) Five Hundred Million (500,000,000) shares of the Company's Common Stock, of which Fifty-four Million Eight Hundred Sixty Thousand (54,860,000) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange; (ii) Ten Million (10,000,000) shares of the Company's 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 the Company's Series A Preferred Stock, of which Eighty-one Million Six Hundred Ninety-four Thousand Five Hundred Forty (81,694,540) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange; (iv) Ten Million (10,000,000) shares of the Company's 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 the Company's Series C Preferred Stock, of which One Million Nine Hundred Fifty Thousand (1,950,000) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange.

Section II.3 Subsidiaries

. The Company has no subsidiaries, except for Total Travel Media, Inc., a wholly owned subsidiary acquired on May 23, 2017 and Four Oceans Holdings, Inc., a wholly owned subsidiary acquired on September 29, 2017.

Section II.4 Options or Warrants

. There are no existing options, warrants, calls, or other commitments of any character relating to the authorized and unissued shares of the Company Capital Stock, except as in connection with (i) the Exchange and (ii) three other transaction which are expected to close simultaneously with the Exchange and will cause the issuance of an aggregate of an additional 4,000,000 shares of the Company's Series A Preferred Stock to be issued.

Section II.5 Absence of Certain Changes or Events

. Since July 1, 2017:

(a) The Company has not (i) amended the Company 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 the Equity-Holders 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) The Company 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, except that shares of its Common Class B stock, Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock may be converted into shares of Common Stock, as provided for in the Company Charter documents;
(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.

Section II.6 Litigation and Proceedings

. There are no actions, suits, proceedings, or investigations pending or threatened by or against the Company, or its subsidiaries, or affecting the Company 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. The Company 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 the Company is a party or to which any of its assets, properties or operations are subject.

Section II.8 Compliance with Laws and Regulations

. The Company 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 the Company have authorized the execution and delivery of this Agreement by the Company 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 the Company in connection herewith constitute the valid and binding obligation of the Company, 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 the Company set forth in this Agreement and the Company 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 the Company, free and clear of all liens, pledges, encumbrances, charges, restrictions or known claims of any kind, nature, or description, the 561 Shares, constituting Twenty-Five percent (25%) of the 561 Member Shares. In exchange for the transfer of the 561 Shares by the Equity-Holders, the Company shall issue certificates evidencing an aggregate amount of Two Million Five Hundred Thousand (2,500,000) shares of the Company Series A Preferred Stock to the Equity-Holders, such shares to be issued as follows: (i) Six Hundred Twenty-five Thousand (625,000) shares issuable within five (5) days of the Closing Date; (ii) Six Hundred Twenty-five Thousand (625,000) shares issuable on or before December 31, 2017; (iii) Six Hundred Twenty-five Thousand (625,000) shares issuable on or before April 30, 2018; and (iv) Six Hundred Twenty-five Thousand (625,000) shares issuable on or before August 31, 2018.

Section III.2 Closing Events

. On the Closing Date, the Company, 561 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.

Section III.4 Termination

. This Agreement may be terminated by either of 561 or the Company 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 set forth herein below.

ARTICLE IV
SPECIAL COVENANTS

Section IV.1 Access to Properties and Records

. The Company and 561 will each afford to the officers and authorized representatives of the other full access to the properties, books and records of the Company or 561, 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 the Company or 561, 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 Closing Date, 561 shall deliver to the Company copies of the corporate minute books, books of account, contracts, records, and all other books or documents of 561 now in the possession of 561 or its representatives as requested the Company.

Section IV.3 Third Party Consents and Certificates

. The Company and 561 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 The Acquisition of Company Series A Preferred Stock

. The Company and 561 acknowledge and agree that the consummation of this Agreement including the issuance of shares of Company Series A Preferred Stock in exchange for

the 561 Shares as contemplated hereby constitutes the offer and sale of securities under the Securities Act of 1933 and applicable state statutes. The Company and 561 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 connection with the transactions contemplated by this Agreement, the Company and 561 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 States 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.

(b) In order to more fully document reliance on the exemptions as provided herein, 561, the Equity-Holders and the Company 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 561, the Equity-Holders or the Company and their respective counsel may reasonably request in connection with reliance on exemptions from registration under such securities laws.

(c) The Equity-Holders acknowledge 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 THE COMPANY

The obligations of the Company 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 561 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). 561 shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by 561 prior to or on the Closing Date. The Company shall be furnished with a certificate, signed by a duly authorized executive officer of 561 and dated the Closing Date, to the foregoing effect.

Section V.2 Litigation Certificate

. The Company shall have been furnished with certificates dated as of the Closing Date and signed by a duly authorized officer of 561 to the effect that no litigation, proceeding, investigation, or inquiry is pending, or to the best knowledge of 561 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 561 Schedules, by or against 561, which might result in any material adverse change in any of the assets, properties, business, or operations of 561.

Section V.3 Approval by Equity-Holders

. The Exchange shall have been approved, and appropriate transfer documents effecting the transfer of the 561 Shares delivered in accordance with Section III.1 , by the holders of not less than one hundred percent (100%) of the issued and outstanding Member Shares of 561, including all voting power, of 561.

Section V.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 V.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 561 after the Closing Date on the basis as presently operated shall have been obtained.

ARTICLE VI

CONDITIONS PRECEDENT TO OBLIGATIONS OF 561 AND THE EQUITY-HOLDERS

The obligations of 561 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 the Company 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. The Company shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by the Company. Prior to or on the Closing Date, the Company shall furnish to 561 a certificate signed by a duly authorized officer of the Company and dated as of the Closing Date, to the foregoing effect.

Section VI.2 Litigation Certificate

. 561 shall have been furnished with certificates dated as of the Closing Date and signed by duly authorized executive officers of the Company, to the effect that no litigation, proceeding, investigation or inquiry is pending, or to the best knowledge of the Company 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 Company Schedules, by or against the Company, which might result in any material adverse change in any of the assets, properties or operations of the Company.

Section VI.3 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.4 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 the Company after the Closing Date on the basis as presently operated shall have been obtained.

ARTICLE VII

RIGHT TO ADDITIONAL SHARES

Section VII.1 First Benchmark

. The Equity-Holders shall be entitled to an additional Two Million Five Hundred Thousand (2,500,000) of shares of the Company's restricted Series A Preferred Stock, $0.0001 par value per share, when both of the following conditions have been met: (a) Following the first year's anniversary of the Closing Date and (b) the closing bid price of the Company's common stock equals or exceeds $5.00 per share, as reported by OTC Markets, Inc. If these conditions are met, the Company shall cause the issuance of such shares within ten (10) calendar days of the satisfaction of such conditions.

Section VII.2 Second Benchmark

. The Equity-Holders shall be entitled to another additional Two Million Five Hundred Thousand (2,500,000) of shares of the Company's restricted Series A Preferred Stock, $0.0001 par value per share, when the following conditions have been met: The Company shall be the owner of record of no less than Forty percent (40%) of the member interests in each of (i) 561 and (ii) its affiliated company, America Approved Commercial, LLC. If these conditions are met, the Company shall cause the issuance of such shares within ten (10) calendar days of the satisfaction of such conditions.

ARTICLE VIII

MISCELLANEOUS

Section VIII.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 Dallas County, Texas or Lee County, Florida, 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 state or federal courts in Dallas County, Texas or Lee County, Florida. 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 VIII.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 telecopy, overnight courier or registered mail or certified mail, postage prepaid, addressed as follows:

If to the Company, to: Sharing Services, Inc.
333 City Blvd. West, 17 th Floor
Orange, CA 92868

If to 561, to: 561, LLC
13451 McGregor Blvd.,
Unit 29
Fort Meyers, FL 33919

If to the Equity
Holders, to: Jon Gilbert Peter Jensen c/o 561, LLC
13451 McGregor Blvd.,
Unit 29
Fort Meyers, FL 33919

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 VIII.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 VIII.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 VIII.5 Public 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 each Party at least one (1) business day prior to the release thereof.

Section VIII.6 Recitals

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

Section VIII.7 Expenses

. Subject to Section VIII.3 above, whether or not the Exchange is consummated, each of the Company, the Equity-Holders and 561 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 VIII.8 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 one (1) year.

Section VIII.9 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 VIII.10 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 by 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 VIII.11 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 VIII.12 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.

[Signatures on Following Page]

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/CEO

561, LLC

By: /s/ Jon Gilbert
Name: Jon Gilbert
Title: Managing Member

EQUITY-HOLDERS

/s/ Jon Gilbert
Jon Gilbert

/s/ Peter Jensen
Peter Jensen

ANNEX A

ARTICLES OF FORMATION OF 561

ANNEX B

ARTICLES OF INCORPORATION OF THE COMPANY

EXHIBIT 1.2

SHARE EXCHANGE AGREEMENT

By and Among

SHARING SERVICES, INC.,

AMERICA APPROVED COMMERCIAL, LLC

and

EQUITY-HOLDERS

OF

AMERICA APPROVED COMMERCIAL, LLC

Dated as of October 4, 2017

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this " Agreement ") is entered into as of this 4 th day of October 2017, by and among **SHARING SERVICES, INC.** , a Nevada corporation (the " Company "), **AMERICA APPROVED COMMERCIAL, LLC.** , a Florida limited liability company ("AAC"), and **JON GILBERT** and **PETER JENSEN** (together, the " Equity-Holders") , collectively with the Company and AAC, the " Parties " and each, a " Party "), upon the following premises:

RECITALS:

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

WHEREAS , the Company desires to acquire from the Equity-Holders Twenty-five percent (25%) of the issued and outstanding member shares of AAC in exchange for Two Million Five Hundred Thousand (2,500,000) newly-issued shares of the Company's Series A Preferred stock, par value $0.0001 per share (" Company 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 AAC

As an inducement to, and to obtain the reliance of the Company, except as set forth in those schedules prepared by AAC which are attached and made a part hereto (the " AAC Schedules "), AAC hereby represents and warrants as of October 4, 2017 (the " Closing Date ") as follows:

Section I.1 Organization

. AAC is a limited liability company duly organized on April 7, 2010, validly existing, and in good standing under the laws of the State of Florida 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 as Annex A are complete and correct copies of the Articles of Formation of AAC in effect on the date hereof (together, the " AAC 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 AAC Charter. AAC has taken all actions required by law, from its AAC Charter, or otherwise to authorize the execution and delivery of this Agreement. AAC has full power, authority, and legal right and has taken all action required by law, the AAC Charter, and otherwise to consummate the transactions herein contemplated.

Section I.2 Capitalization

. The capitalization of AAC consists of One Hundred Member Shares. There are One Hundred Member Shares issued and outstanding (the " AAC Shares "). The Equity-Holders own one hundred percent (100%) of the AAC Shares.

Section I.3 Subsidiaries

. AAC 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 AAC Shares.

Section I.5 Absence of Certain Changes or Events

Since July 1, 2017:

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

(b) AAC has not (i) amended its Articles of Organization or Operating 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 Equity-Holders or purchased or redeemed, or agreed to purchase or redeem, any of the AAC 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) AAC 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 AAC after reasonable investigation, threatened by or against AAC or affecting AAC 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. AAC 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 AAC is a party or by which its properties are bound and which are material to the operations of AAC taken as a whole are valid and enforceable by AAC 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 AAC 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, AAC 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 AAC or except to the extent that noncompliance would not result in the occurrence of any material liability for AAC.

Section I.9 Approval of Agreement

. The Managing Member of AAC and the Equity-Holders have unanimously authorized the execution and delivery of this Agreement by AAC 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 AAC in connection herewith constitute the valid and binding obligation of AAC, 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 AAC set forth in this Agreement and in the AAC 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

. If required, AAC's financial statements 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 ").

ARTICLE II

REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE COMPANY

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

Section II.1 Organization

. The Company 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 as Annex B are complete and correct copies of the Articles of Incorporation of the Company and Certificates of Designations as in effect on the Closing Date (together, the " Company 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 Company Charter. The Company has taken all action required by law, the Company Charter or otherwise to authorize the execution and delivery of this Agreement, and the Company has full power, authority, and legal right and has taken all action required by law, the Company Charter or otherwise to consummate the transactions herein contemplated.

Section II.2 Capitalization

. The Company's authorized capitalization consists of (i) Five Hundred Million (500,000,000) shares of the Company's Common Stock, of which Fifty-four Million Eight Hundred Sixty Thousand (54,860,000) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange; (ii) Ten Million (10,000,000) shares of the Company's 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 the Company's Series A Preferred Stock, of which Eighty-one Million Six Hundred Ninety-four Thousand Five Hundred Forty (81,694,540) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange; (iv) Ten Million (10,000,000) shares of the Company's 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 the Company's Series

C Preferred Stock, of which One Million Nine Hundred Fifty Thousand (1,950,000) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange.

Section II.3 Subsidiaries

. The Company has no subsidiaries, except for Total Travel Media, Inc., a wholly owned subsidiary acquired on May 23, 2017 and Four Oceans Holdings, Inc., a wholly owned subsidiary acquired on September 29, 2017.

Section II.4 Options or Warrants

. There are no existing options, warrants, calls, or other commitments of any character relating to the authorized and unissued shares of the Company Capital Stock, except as in connection with (i) the Exchange and (ii) three other transaction which are expected to close simultaneously with the Exchange and will cause the issuance of an aggregate of an additional 4,000,000 shares of the Company's Series A Preferred Stock to be issued.

Section II.5 Absence of Certain Changes or Events

. Since July 1, 2017:

(a) The Company has not (i) amended the Company 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 the Equity-Holders 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) The Company 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, except that shares of its Common Class B stock, Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock may be converted into shares of Common Stock, as provided for in the Company Charter documents; (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.

Section II.6 Litigation and Proceedings

. There are no actions, suits, proceedings, or investigations pending or threatened by or against the Company, or its subsidiaries, or affecting the Company 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. The Company 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 the Company is a party or to which any of its assets, properties or operations are subject.

Section II.8 Compliance with Laws and Regulations

. The Company 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 the Company have authorized the execution and delivery of this Agreement by the Company 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 the Company in connection herewith constitute the valid and binding obligation of the Company, 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 the Company set forth in this Agreement and the Company 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 the Company, free and clear of all liens, pledges, encumbrances, charges, restrictions or known claims of any kind, nature, or description, the AAC Shares, constituting Twenty-Five percent (25%) of the AAC Member Shares. In exchange for the transfer of the AAC Shares by the Equity-Holders, the Company shall issue certificates evidencing an aggregate amount of Two Million Five Hundred Thousand (2,500,000) shares of the Company Series A Preferred Stock to the Equity-Holders, such shares to be issued as follows: (i) Six Hundred Twenty-five Thousand (625,000) shares issuable within five (5) days of the Closing Date; (ii) Six Hundred Twenty-five Thousand (625,000) shares issuable on or before December 31, 2017; (iii) Six Hundred Twenty-five Thousand (625,000) shares issuable on or before April 30, 2018; and (iv) Six Hundred Twenty-five Thousand (625,000) shares issuable on or before August 31, 2018.

Section III.2 Closing Events

. On the Closing Date, the Company, AAC 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.

Section III.4 Termination

. This Agreement may be terminated by either of AAC or the Company 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 set forth herein below.

ARTICLE IV

SPECIAL COVENANTS

Section IV.1 Access to Properties and Records

. The Company and AAC will each afford to the officers and authorized representatives of the other full access to the properties, books and records of the Company or AAC, 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 the Company or AAC, 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 Closing Date, AAC shall deliver to the Company copies of the corporate minute books, books of account, contracts, records, and all other books or documents of AAC now in the possession of AAC or its representatives as requested the Company.

Section IV.3 Third Party Consents and Certificates

. The Company and AAC 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 The Acquisition of Company Series A Preferred Stock

. The Company and AAC acknowledge and agree that the consummation of this Agreement including the issuance of shares of Company Series A Preferred Stock in exchange for the AAC Shares as contemplated hereby constitutes the offer and sale of securities under the Securities Act of 1933 and applicable state statutes. The Company and AAC 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 connection with the transactions contemplated by this Agreement, the Company and AAC 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 States 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.

(b) In order to more fully document reliance on the exemptions as provided herein, AAC, the Equity-Holders and the Company 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 AAC, the Equity-Holders or the Company and their respective counsel may reasonably request in connection with reliance on exemptions from registration under such securities laws.

(c) The Equity-Holders acknowledge 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 THE COMPANY

The obligations of the Company 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 AAC 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). AAC shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by AAC prior to or on the Closing Date. The Company shall be furnished with a certificate, signed by a duly authorized executive officer of AAC and dated the Closing Date, to the foregoing effect.

Section V.2 Litigation Certificate

. The Company shall have been furnished with certificates dated as of the Closing Date and signed by a duly authorized officer of AAC to the effect that no litigation, proceeding, investigation, or inquiry is pending, or to the best knowledge of AAC 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 AAC Schedules, by or against AAC, which might result in any material adverse change in any of the assets, properties, business, or operations of AAC.

Section V.3 Approval by Equity-Holders

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

Section V.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 V.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 AAC after the Closing Date on the basis as presently operated shall have been obtained.

ARTICLE VI

CONDITIONS PRECEDENT TO OBLIGATIONS OF AAC AND THE EQUITY-HOLDERS

The obligations of AAC 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 the Company 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. The Company shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by the Company. Prior to or on the Closing Date, the Company shall furnish to AAC a certificate signed by a duly authorized officer of the Company and dated as of the Closing Date, to the foregoing effect.

Section VI.2 Litigation Certificate

. AAC shall have been furnished with certificates dated as of the Closing Date and signed by duly authorized executive officers of the Company, to the effect that no litigation, proceeding, investigation or inquiry is pending, or to the best knowledge of the Company 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 Company Schedules, by or against the Company, which might result in any material adverse change in any of the assets, properties or operations of the Company.

Section VI.3 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.4 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 the Company after the Closing Date on the basis as presently operated shall have been obtained.

ARTICLE VII

RIGHT TO ADDITIONAL SHARES

Section VII.1 First Benchmark

. The Equity-Holders shall be entitled to an additional Two Million Five Hundred Thousand (2,500,000) of shares of the Company's restricted Series A Preferred Stock, $0.0001 par value per share, when both of the following conditions have been met: (a) Following the first year's anniversary of the Closing Date and (b) the closing bid price of the Company's common

stock equals or exceeds $5.00 per share, as reported by OTC Markets, Inc. If these conditions are met, the Company shall cause the issuance of such shares within ten (10) calendar days of the satisfaction of such conditions.

Section VII.2 Second Benchmark

. The Equity-Holders shall be entitled to another additional Two Million Five Hundred Thousand (2,500,000) of shares of the Company's restricted Series A Preferred Stock, $0.0001 par value per share, when the following conditions have been met: The Company shall be the owner of record of no less than Forty percent (40%) of the member interests in each of (i) AAC and (ii) its affiliated company, 561, LLC. If these conditions are met, the Company shall cause the issuance of such shares within ten (10) calendar days of the satisfaction of such conditions.

ARTICLE VIII

MISCELLANEOUS

Section VIII.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 Dallas County, Texas, or Lee County, Florida 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 state or federal courts in Dallas County, Texas or Lee County, Florida. 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 VIII.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 telecopy, overnight courier or registered mail or certified mail, postage prepaid, addressed as follows:

If to the Company, to: Sharing Services, Inc.
333 City Blvd. West, 17 th Floor
Orange, CA 92868

If to AAC, to: Approve America Commercial, LLC
6900-29 Daniels Parkway, #107
Fort Meyers, FL 33912

If to the Equity Holders, to: Jon Gilbert

Peter Jensen
c/o Approved America Commercial, LLC
6900-29 Daniels Parkway, #107
Fort Meyers, FL 33912

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 VIII.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 VIII.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 VIII.5 Public 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 each Party at least one (1) business day prior to the release thereof.

Section VIII.6 Recitals

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

Section VIII.7 Expenses

. Subject to Section VIII.3 above, whether or not the Exchange is consummated, each of the Company, the Equity-Holders and AAC 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 VIII.8 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 one (1) year.

Section VIII.9 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 VIII.10 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 by 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 VIII.11 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 VIII.12 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.

[Signatures on Following Page]

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/CEO

AMERICA APPROVED COMMERCIAL, LLC

By: /s/ Jon Gilbert
Name: Jon Gilbert
Title: Managing Member

EQUITY-HOLDERS

/s/ Jon Gilbert
Jon Gilbert

/s/ Peter Jensen
Peter Jensen

ANNEX A

ARTICLES OF FORMATION OF AAC

ANNEX B

ARTICLES OF INCORPORATION OF THE COMPANY

EXHIBIT 1.3

SHARE EXCHANGE AGREEMENT

By and Among

SHARING SERVICES, INC.

MEDICAL SMART CARE, LLC

and

EQUITY-HOLDER

OF

MEDICAL SMART CARE, LLC

Dated as of October 4, 2017

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this " Agreement ") is entered into as of this 4 th day of October, 2017, by and among **SHARING SERVICES, INC.** , a Nevada corporation (the " Company "), **MEDICAL SMART CARE, LLC.** , a Texas limited liability company (" MSC "), and **WEST A. BENSON** (the " Equity-Holder") , collectively with the Company and MSC, the " Parties " and each, a " Party "), upon the following premises:

RECITALS:

WHEREAS , the Equity-Holder is the only stockholder of MSC and owns One hundred percent (100%) of the issued and outstanding member shares of MSC; and

WHEREAS , the Company desires to acquire from the Equity-Holder Forty percent (40%) of the issued and outstanding member shares of MSC in exchange for One Million (1,000,000) newly-issued shares of the Company's Series A Preferred stock, par value $0.0001 per share (" Company 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 MSC

As an inducement to, and to obtain the reliance of the Company, except as set forth in those schedules prepared by MSC which are attached and made a part hereto (the " MSC Schedules "), MSC hereby represents and warrants as of October 4, 2017 (the " Closing Date ") as follows:

Section I.1 Organization

. MSC is a limited liability company duly organized on December 20, 2012, validly existing, and in good standing under the laws of the State of Texas 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 as Annex A are complete and correct copies of the Articles of Formation of MSC in effect on the date hereof (together, the " MSC 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 MSC Charter. MSC has taken all actions required by law, from its MSC Charter, or otherwise to authorize the execution and delivery of this Agreement. MSC has full power, authority, and legal right and has taken all action required by law, the MSC Charter, and otherwise to consummate the transactions herein contemplated.

Section I.2 Capitalization

. The capitalization of MSC consists of One Hundred Member Shares. There are One Hundred Member Share issued and outstanding (the " MSC Shares "). The Equity-Holder owns one hundred percent (100%) of the MSC Shares.

Section I.3 Subsidiaries

. MSC 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 MSC Shares.

Section I.5 Absence of Certain Changes or Events

Since July 1, 2017:

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

(b) MSC has not (i) amended its Articles of Organization or Operating 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 equity-holders or purchased or redeemed, or agreed to purchase or redeem, any of the MSC 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) MSC 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 MSC after reasonable investigation, threatened by or against MSC or affecting MSC 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. MSC 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 MSC is a party or by which its properties are bound and which are material to the operations of MSC taken as a whole are valid and enforceable by MSC 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 MSC 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, MSC 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 MSC or except to the extent that noncompliance would not result in the occurrence of any material liability for MSC.

Section I.9 Approval of Agreement

The Managing Member of MSC and the Equity-Holder have unanimously authorized the execution and delivery of this Agreement by MSC 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 MSC in connection herewith constitute the valid and binding obligation of MSC, 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 MSC set forth in this Agreement and in the MSC 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

. If required, MSC's financial statements 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 ").

ARTICLE II

REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE COMPANY

As an inducement to, and to obtain the reliance of MSC and the Equity-Holder, except as set forth in those schedules prepared by the Company which are attached and made a part hereto (the " Company Schedules "), the Company represents and warrants, as of the Closing Date, as follows:

Section II.1 Organization

. The Company 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 as Annex B are complete and correct copies of the Articles of Incorporation of the Company and Certificates of Designations as in effect on the Closing Date (together, the " Company 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 Company Charter. The Company has taken all action required by law, the Company Charter or otherwise to authorize the execution and delivery of this Agreement, and the Company has full power, authority, and legal right and has taken all action required by law, the Company Charter or otherwise to consummate the transactions herein contemplated.

Section II.2 Capitalization

. SHRV's authorized capitalization consists of (i) Five Hundred Million (500,000,000) shares of SHRV Common Stock, of which Fifty-four Million Eight Hundred Sixty Thousand (54,860,000) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange; (ii) Ten Million (10,000,000) shares of SHRV 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 SHRV Series A Preferred Stock, of which Eighty-one 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 SHRV 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 SHRV Series C Preferred Stock, of which One Million Nine Hundred Fifty Thousand (1,950,000) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange.

Section II.3 Subsidiaries

. The Company has no subsidiaries, except for Total Travel Media, Inc., a wholly owned subsidiary which was acquired on May 23, 2017 and Four Oceans Holdings, Inc. a wholly owned subsidiary which was acquired on September 29, 2017.

Section II.4 Options or Warrants

. There are no existing options, warrants, calls, or other commitments of any character relating to the authorized and unissued shares of the Company Capital Stock, except as in connection with (i) the Exchange and (ii) three other transaction which are expected to close simultaneously with the Exchange and will cause the issuance of an aggregate of 5,500,000 shares of the Company's Series A Preferred Stock to be issued.

Section II.5 Absence of Certain Changes or Events

. Since July 1, 2017:

(a) The Company has not (i) amended the Company 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 the Equity-Holder 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) The Company 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, except that shares of its Common Class B stock, Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock may be converted into shares of Common Stock, as provided for in the Company Charter documents; (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.

Section II.6 Litigation and Proceedings

. There are no actions, suits, proceedings or investigations pending or threatened by or against the Company, or its subsidiaries, or affecting the Company 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. The Company 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 the Company is a party or to which any of its assets, properties or operations are subject.

Section II.8 Compliance with Laws and Regulations

. The Company 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 the Company have authorized the execution and delivery of this Agreement by the Company 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 the Company in connection herewith constitute the valid and binding obligation of the Company, 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 the Company set forth in this Agreement and the Company 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-Holder, by executing this Agreement, shall assign, transfer and deliver

to the Company, free and clear of all liens, pledges, encumbrances, charges, restrictions or known claims of any kind, nature, or description, the MSC Shares, constituting Forty percent (40%) of the MSC Member Shares. In exchange for the transfer of the MSC Shares by the Equity-Holder, the Company shall issue certificates evidencing an aggregate amount of One Million (1,000,000) shares of the Company Series A Preferred Stock to the Equity-Holder, such shares to be issued as follows: (i) Two Hundred Fifty Thousand (250,000) shares issuable within five (5) days of the Closing Date; (ii) Two Hundred Fifty Thousand (250,000) issuable on or before December 31, 2017; (iii) Two Hundred Fifty Thousand (250,000) issuable on or before April 30, 2018; and (iv) Two Hundred Fifty Thousand (250,000) issuable on or before August 31, 2018.

Section III.2 Closing Events

. On the Closing Date, the Company, MSC and the Equity-Holder 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.

Section III.4 Termination

. This Agreement may be terminated by either of MSC or the Company 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 set forth herein below.

ARTICLE IV

SPECIAL COVENANTS

Section IV.1 Access to Properties and Records

. The Company and MSC will each afford to the officers and authorized representatives of the other full access to the properties, books and records of the Company or MSC, 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 the Company or MSC, 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 Closing Date, MSC shall deliver to the Company copies of the corporate minute books, books of account, contracts, records, and all other books or documents of MSC now in the possession of MSC or its representatives as requested the Company.

Section IV.3 Third Party Consents and Certificates

. The Company and MSC 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 The Acquisition of Company Series A Preferred Stock

. The Company and MSC acknowledge and agree that the consummation of this Agreement including the issuance of shares of Company Series A Preferred Stock in exchange for the MSC Shares as contemplated hereby constitutes the offer and sale of securities under the Securities Act of 1933 and applicable state statutes. The Company and MSC 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 connection with the transactions contemplated by this Agreement, the Company and MSC 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 States where the Equity-Holder 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.

(b) In order to more fully document reliance on the exemptions as provided herein, MSC, the Equity-Holder and the Company 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 MSC, the Equity-Holder or the Company and their respective counsel may reasonably request in connection with reliance on exemptions from registration under such securities laws.

(c) The Equity-Holder acknowledge 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 THE COMPANY

The obligations of the Company 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 MSC and the Equity-Holder 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). MSC shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by MSC prior to or on the Closing Date. The Company shall be furnished with a certificate, signed by a duly authorized executive officer of MSC and dated the Closing Date, to the foregoing effect.

Section V.2 Litigation Certificate

. The Company shall have been furnished with certificates dated as of the Closing Date and signed by a duly authorized officer of MSC to the effect that no litigation, proceeding, investigation, or inquiry is pending, or to the best knowledge of MSC 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 MSC Schedules, by or against MSC, which might result in any material adverse change in any of the assets, properties, business, or operations of MSC.

Section V.3 Approval by Equity-Holder

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

Section V.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 V.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 MSC after the Closing Date on the basis as presently operated shall have been obtained.

ARTICLE VI

CONDITIONS PRECEDENT TO OBLIGATIONS OF MSC AND THE EQUITY-HOLDER

The obligations of MSC and the Equity-Holder 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 the Company 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. The Company shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by the Company. Prior to or on the Closing Date, the Company shall furnish to MSC a certificate signed by a duly authorized officer of the Company and dated as of the Closing Date, to the foregoing effect.

Section VI.2 Litigation Certificate

. MSC shall have been furnished with certificates dated as of the Closing Date and signed by duly authorized executive officers of the Company, to the effect that no litigation, proceeding, investigation or inquiry is pending, or to the best knowledge of the Company 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 Company Schedules, by or against the Company, which might result in any material adverse change in any of the assets, properties or operations of the Company.

Section VI.3 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.4 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 the Company after the Closing Date on the basis as presently operated shall have been obtained.

ARTICLE VII

OTHER PROVISIONS

[RESERVED]

ARTICLE VIII

MISCELLANEOUS

Section VIII.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 Dallas County, Texas, 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 Dallas, Texas. 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 VIII.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 telecopy, overnight courier or registered mail or certified mail, postage prepaid, addressed as follows:

If to the Company, to: Sharing Services, Inc.
333 City Blvd. West, 17 th Floor
Orange, CA 92868

If to MSC, to: Medical Smart Care, LLC
8155 State Highway 110 N
Tyler, TX 75704

If to the Equity Holder, to: West A. Benson
c/o Medical Smart Care, LLC
8155 State Highway 110 N
Tyler, TX 75704

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 VIII.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 VIII.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 VIII.5 Public 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 each Party at least one (1) business day prior to the release thereof.

Section VIII.6 Recitals

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

Section VIII.7 Expenses

Subject to Section VIII.3 above, whether or not the Exchange is consummated, each of the Company, the Equity-Holder and MSC 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 VIII.8 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 one (1) year.

Section VIII.9 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 VIII.10 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 by 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 VIII.11 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 VIII.12 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.

[Signatures on Following Page]

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/CEO

MEDICAL SMART CARE, LLC

By: /s/ West A Benson
Name: West A. Benson
Title: Managing Member

/s/ West A Benson
West A. Benson
"Equity-Holder"

ANNEX A

ARTICLES OF FORMATION OF MSC

ANNEX B

ARTICLES OF INCORPORATION OF THE COMPANY

EXHIBIT 1.4

SHARE EXCHANGE AGREEMENT

By and Among

SHARING SERVICES, INC.,

LEH INSURANCE GROUP, LLC

and

EQUITY-HOLDER

OF

LEH INSURANCE GROUP, LLC

Dated as of October 4, 2017

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this " Agreement ") is entered into as of this 4 th day of October 2017, by and among **SHARING SERVICES, INC.** , a Nevada corporation (the " Company "), **LEH INSURANCE GROUP, LLC.** , a Texas limited liability company ("LEHIG"), and **RICHARD WESLEY BISHOP** (the " Equity-Holder") , collectively with the Company and LEHIG, the " Parties " and each, a " Party "), upon the following premises:

RECITALS:

WHEREAS , the Equity-Holder is the only stockholder of LEHIG and own One hundred percent (100%) of the issued and outstanding member shares of LEHIG; and

WHEREAS , the Company desires to acquire from the Equity-Holder Forty percent (40%) of the issued and outstanding member shares of LEHIG in exchange for Five Hundred Thousand (500,000) newly-issued shares of the Company's Series A Preferred stock, par value $0.0001 per share (" Company 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 LEHIG

As an inducement to, and to obtain the reliance of the Company, except as set forth in those schedules prepared by LEHIG which are attached and made a part hereto (the " LEHIG Schedules "), LEHIG hereby represents and warrants as of October 4, 2017 (the " Closing Date ") as follows:

Section I.1 Organization

. LEHIG is a limited liability company duly organized on March 8, 2016, validly existing, and in good standing under the laws of the State of Texas 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 as Annex A are complete and correct copies of the Articles of Formation of LEHIG in effect on the date hereof (together, the " LEHIG 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 LEHIG Charter. LEHIG has taken all actions required by law, from its LEHIG Charter, or otherwise to authorize the execution and delivery of this Agreement. LEHIG has full power, authority, and legal right and has taken all action required by law, the LEHIG Charter, and otherwise to consummate the transactions herein contemplated.

Section I.2 Capitalization

. The capitalization of LEHIG consists of One Hundred Member Shares. There are One Hundred Member Shares issued and outstanding (the " LEHIG Shares "). The Equity-Holder owns one hundred percent (100%) of the LEHIG Shares.

Section I.3 Subsidiaries

. LEHIG 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 LEHIG Shares.

Section I.5 Absence of Certain Changes or Events

Since July 1, 2017:

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

(b) LEHIG has not (i) amended its Articles of Organization or Operating 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 Equity-Holder or purchased or redeemed, or agreed to purchase or redeem, any of the LEHIG 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) LEHIG 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 LEHIG after reasonable investigation, threatened by or against LEHIG or affecting LEHIG 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. LEHIG 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 LEHIG is a party or by which its properties are bound and which are material to the operations of LEHIG taken as a whole are valid and enforceable by LEHIG 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 LEHIG 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, LEHIG 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 LEHIG or except to the extent that noncompliance would not result in the occurrence of any material liability for LEHIG.

Section I.9 Approval of Agreement

. The Managing Member of LEHIG and the Equity-Holder have unanimously authorized the execution and delivery of this Agreement by LEHIG 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 LEHIG in connection herewith constitute the valid and binding obligation of LEHIG, 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 LEHIG set forth in this Agreement and in the LEHIG 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

. If required, LEHIG's financial statements 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 ").

ARTICLE II

REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE COMPANY

As an inducement to, and to obtain the reliance of LEHIG and the Equity-Holder, except as set forth in those schedules prepared by the Company which are attached and made a part hereto (the " Company Schedules "), the Company represents and warrants, as of the Closing Date, as follows:

Section II.1 Organization

. The Company 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 as Annex B are complete and correct copies of the Articles of Incorporation of the Company and Certificates of Designations as in effect on the Closing Date (together, the " Company 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 Company Charter. The Company has taken all action required by law, the Company Charter or otherwise to authorize the execution and delivery of this Agreement, and the Company has full power, authority, and legal right and has taken all action required by law, the Company Charter or otherwise to consummate the transactions herein contemplated.

Section II.2 Capitalization

. . The Company's authorized capitalization consists of (i) Five Hundred Million (500,000,000) shares of the Company's Common Stock, of which Fifty-four Million Eight Hundred Sixty Thousand (54,860,000) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange; (ii) Ten Million (10,000,000) shares of the Company's 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 the Company's Series A Preferred Stock, of which Eighty-one Million Six Hundred Ninety-four Thousand Five Hundred Forty (81,694,540) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange; (iv) Ten Million (10,000,000) shares of the Company's 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 the Company's Series C Preferred Stock, of which One Million Nine Hundred Fifty Thousand (1,950,000) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange.

Section II.3 Subsidiaries

. The Company has no subsidiaries, except for Total Travel Media, Inc., a wholly owned subsidiary acquired on May 23, 2017 and Four Oceans Holdings, Inc., a wholly owned subsidiary acquired on September 29, 2017.

Section II.4 Options or Warrants

. There are no existing options, warrants, calls, or other commitments of any character relating to the authorized and unissued shares of the Company Capital Stock, except as in connection with (i) the Exchange and (ii) three other transaction which are expected to close simultaneously with the Exchange and will cause the issuance of an aggregate of an additional 6,000,000 shares of the Company's Series A Preferred Stock to be issued.

Section II.5 Absence of Certain Changes or Events

. Since July 1, 2017:

(a) The Company has not (i) amended the Company 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 the Equity-Holder 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) The Company 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, except that shares of its Common Class B stock, Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock may be converted into shares of Common Stock, as provided for in the Company Charter documents; (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.

Section II.6 Litigation and Proceedings

. There are no actions, suits, proceedings, or investigations pending or threatened by or against the Company, or its subsidiaries, or affecting the Company 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. The Company 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 the Company is a party or to which any of its assets, properties or operations are subject.

Section II.8 Compliance with Laws and Regulations

. The Company 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 the Company have authorized the execution and delivery of this Agreement by the Company 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 the Company in connection herewith constitute the valid and binding obligation of the Company, 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 the Company set forth in this Agreement and the Company 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-Holder, by executing this Agreement, shall assign, transfer, and deliver to the Company, free and clear of all liens, pledges, encumbrances, charges, restrictions or known claims of any kind, nature, or description, the LEHIG Shares, constituting Forty percent (40%) of the LEHIG Member Shares. In exchange for the transfer of the LEHIG Shares by the Equity-Holder, the Company shall issue certificates evidencing an aggregate amount of Five Hundred Thousand (500,000) shares of the Company Series A Preferred Stock to the Equity-Holder, such shares to be issued as follows: Five Hundred Thousand (500,000) shares issuable within five (5) days of the Closing Date.

Section III.2 Closing Events

. On the Closing Date, the Company, LEHIG and the Equity-Holder 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.

Section III.4 Termination

. This Agreement may be terminated by either of LEHIG or the Company 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 set forth herein below.

ARTICLE IV

SPECIAL COVENANTS

Section IV.1 Access to Properties and Records

. The Company and LEHIG will each afford to the officers and authorized representatives of the other full access to the properties, books and records of the Company or LEHIG, 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 the Company or LEHIG, 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 Closing Date, LEHIG shall deliver to the Company copies of the corporate minute books, books of account, contracts, records, and all other books or documents of LEHIG now in the possession of LEHIG or its representatives as requested the Company.

Section IV.3 Third Party Consents and Certificates

. The Company and LEHIG 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 The Acquisition of Company Series A Preferred Stock

. The Company and LEHIG acknowledge and agree that the consummation of this Agreement including the issuance of shares of Company Series A Preferred Stock in exchange for the LEHIG Shares as contemplated hereby constitutes the offer and sale of securities under the Securities Act of 1933 and applicable state statutes. The Company and LEHIG 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 connection with the transactions contemplated by this Agreement, the Company and LEHIG 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 States where the Equity-Holder 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.

(b) In order to more fully document reliance on the exemptions as provided herein, LEHIG, the Equity-Holder and the Company 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 LEHIG, the Equity-Holder or the Company and their respective counsel may reasonably request in connection with reliance on exemptions from registration under such securities laws.

(c) The Equity-Holder 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 OBLEHIGATIONS OF THE COMPANY

The obligations of the Company 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 LEHIG and the Equity-Holder 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). LEHIG shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by LEHIG prior to or on the Closing Date. The Company shall be furnished with a certificate, signed by a duly authorized executive officer of LEHIG and dated the Closing Date, to the foregoing effect.

Section V.2 Litigation Certificate

. The Company shall have been furnished with certificates dated as of the Closing Date and signed by a duly authorized officer of LEHIG to the effect that no litigation, proceeding, investigation, or inquiry is pending, or to the best knowledge of LEHIG 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 LEHIG Schedules, by or against LEHIG, which might result in any material adverse change in any of the assets, properties, business, or operations of LEHIG.

Section V.3 Approval by Equity-Holder

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

Section V.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 V.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 LEHIG after the Closing Date on the basis as presently operated shall have been obtained.

ARTICLE VI

CONDITIONS PRECEDENT TO OBLIGATIONS OF LEHIG AND THE EQUITY-HOLDER

The obligations of LEHIG and the Equity-Holder 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 the Company 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. The Company shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by the Company. Prior to or on the Closing Date, the Company shall furnish to LEHIG a certificate signed by a duly authorized officer of the Company and dated as of the Closing Date, to the foregoing effect.

Section VI.2 Litigation Certificate

. LEHIG shall have been furnished with certificates dated as of the Closing Date and signed by duly authorized executive officers of the Company, to the effect that no litigation, proceeding, investigation or inquiry is pending, or to the best knowledge of the Company 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 Company Schedules, by or against the Company, which might result in any material adverse change in any of the assets, properties or operations of the Company.

Section VI.3 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.4 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 the Company after the Closing Date on the basis as presently operated shall have been obtained.

ARTICLE VII

RIGHT TO ADDITIONAL SHARES

Section VII.1 First Benchmark

. The Equity-Holder shall be entitled to an additional Five Hundred Thousand (500,000) of shares of the Company's restricted Series A Preferred Stock, $0.0001 par value per share, when the following condition has been met: Prior to December 31, 2018, LEHIG has booked premiums of at least Five Hundred Thousand dollars ($500,000). If this condition is met,

the Company shall cause the issuance of such shares within ten (10) calendar days of the satisfaction of such conditions.

Section VII.2 Second Benchmark

. The Equity-Holder shall be entitled to a second additional Five Hundred Thousand (500,000) of shares of the Company's restricted Series A Preferred Stock, $0.0001 par value per share, when the following condition has been met: Prior to December 31, 2018, LEHIG has booked premiums of at least One Million dollars ($1,000,000). If this condition is met, the Company shall cause the issuance of such shares within ten (10) calendar days of the satisfaction of such conditions.

ARTICLE VIII

MISCELLANEOUS

Section VIII.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 Dallas County, Texas, 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 Dallas, Texas. 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 VIII.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 telecopy, overnight courier or registered mail or certified mail, postage prepaid, addressed as follows:

If to the Company, to: Sharing Services, Inc.
333 City Blvd. West, 17 th Floor
Orange, CA 92868

If to LEHIG, to: LEH Insurance Group, LLC
8330 LBJ Freeway
Suite 631
Dallas, TX 75243

If to the Equity Holder, to: Richard Wesley Bishop
c/o LEH Insurance Group, LLC

8330 LBJ Freeway

Suite 631

Dallas, TX 75243

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 VIII.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 VIII.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 VIII.5 Public 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 each Party at least one (1) business day prior to the release thereof.

Section VIII.6 Recitals

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

Section VIII.7 Expenses

. Subject to Section VIII.3 above, whether or not the Exchange is consummated, each of the Company, the Equity-Holder and LEHIG 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 VIII.8 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 VIII.9 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 VIII.10 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 by 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 VIII.11 Best Efforts

. Subject to the terms and conditions herein provided, each Party shall use its best efforts to perform or fulfill all conditions and obligation 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 VIII.12 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.

[Signatures on Following Page]

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/CEO

LEH INSURANCE GROUP, LLC

By: /s/ Richard Wesley Bishop
Name: Richard Wesley Bishop
Title: Managing Member

EQUITY-HOLDER

/s/ Richard Wesley Bishop
Richard Wesley Bishop

ANNEX A

ARTICLES OF FORMATION OF LEHIG

ANNEX B

ARTICLES OF INCORPORATION OF THE COMPANY