SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Results Based Outsourcing Inc

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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 and Exchange Act of 1934

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): September 7, 2018

Results-Based Outsourcing Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware	333-209836	32-0416399
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

5710 Kearny Villa Road Ste 205 San Diego, CA 92123
(Address of principal executive offices)

Registrant's telephone number, including area code: **(858) 736-5393**

Copies to:
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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 Merger Act (17 CFR 240.14a -12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Merger Act (17 CFR 240.14d -2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Merger Act (17 CFR 240.13e -4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

FORWARD-LOOKING STATEMENTS

This Current Report on Form 8-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). This Current Report includes statements regarding our plans, goals, strategies, intent, beliefs or current expectations. These statements are expressed in good faith and based upon a reasonable basis when made, but there can be no assurance that these expectations will be achieved or accomplished. These forward-looking statements can be identified by the use of terms and phrases such as "believe," "plan," "intend," "anticipate," "target," "estimate," "expect," and the like, and/or future-tense or conditional constructions ("will," "may," "could," "should," etc.). Items contemplating or making assumptions about actual or potential future sales, market size, collaborations, and trends or operating results also constitute such forward-looking statements.

Although forward-looking statements in this report reflect the good faith judgment of management, forward-looking statements are inherently subject to known and unknown risks, business, economic and other risks and uncertainties that may cause actual results to be materially different from those discussed in these forward-looking statements. Readers are urged not to place undue reliance on these forward-looking statements, which speak only as of the date of this report. We assume no obligation to update any forward-looking statements in order to reflect any event or circumstance that may arise after the date of this report, other than as may be required by applicable law or regulation. Readers are urged to carefully review and consider the various disclosures made by us in our reports filed with the Securities and Exchange Commission ("SEC") which attempt to advise interested parties of the risks and factors that may affect our business, financial condition, results of operation and cash flows. If one or more of these risks or uncertainties materialize, or if the underlying assumptions prove incorrect, our actual results may vary materially from those expected or projected.

BACKGROUND

On August 29, 2018, Results-Based Outsourcing Inc. (the "Registrant" or the "Company") entered into and consummated an Agreement and Plan of Merger and Reorganization (the "Merger Agreement"), with Driven Acquisition Corp., a Nevada corporation and wholly-owned subsidiary of the Registrant ("Acquisition") and Driven Deliveries, Inc., a Nevada corporation ("Driven"). Pursuant to the terms of the Merger Agreement, Acquisition merged with and into Driven in a statutory reverse triangular merger (the "Merger") with Driven surviving as a wholly-owned subsidiary of the Registrant. As consideration for the Merger, we issued the shareholders of Driven an aggregate of 30,000,000 post-split shares of our Common Stock to be issued to the Driven holders in accordance with their pro rata ownership of Driven stock. Following the Merger, the Registrant adopted the business plan of Driven as a delivery company focused on deliveries for consumers of legal cannabis products.

On September 6, 2018, the Company amended its Certificate of Incorporation (the "Amendment") to (i) change its name to Driven Deliveries, Inc., (ii) increase the number of its authorized shares to 215,000,000, comprised of 200,000,000 shares of common stock, par value $0.0001 per share (the "Common Stock") and 15,000,000 shares of "blank check" preferred stock, par value $0.0001 per share (the "Preferred Stock") and (iii) to effect a forward split such that 12.35 shares of Common Stock were issued for every one (1) share of Common Stock issued and outstanding immediately prior to the Amendment (the "Split").

FORM 10 DISCLOSURE

The Company was not a "shell company" (as such term is defined in Rule 12b-2 under the Exchange Act) immediately before the completion of the transactions contemplated by the Merger Agreement. However, set forth below, pursuant to Item 2.01(f) of Form 8-K, is the information that would be required if the Company were filing a general form for registration of securities on Form 10 under the Exchange Act with respect to its common stock (which is the only class of the Company's securities subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act upon consummation of the transactions contemplated by the Merger Agreement).

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On August 29, 2018, the Registrant entered into and consummated the Merger. For a description of the Merger , and the material agreements entered into therewith, please see Item 2.01 of this Current Report on Form 8-K, which disclosure is incorporated herein by reference.

ITEM 2.01 COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS.

MERGER WITH DRIVEN

On August 29, 2018, the Registrant entered into and consummated an Agreement and Plan of Merger and Reorganization (the "Merger Agreement"), with Driven Acquisition Corp., a Nevada corporation and wholly-owned subsidiary of the Registrant ("Acquisition") and Driven Deliveries, Inc., a Nevada corporation ("Driven"). Pursuant to the terms of the Merger Agreement, Acquisition merged with and into Driven in a statutory reverse triangular merger (the "Merger") with Driven surviving as a wholly-owned subsidiary of the Registrant. Following the Merger, the Registrant adopted the business plan of Driven as a delivery company focused on deliveries for consumers of legal cannabis products.

As consideration for the Merger, we issued the equity holders of Driven (the "Driven Holders") an aggregate of 30,000,000 post-split shares of our Common Stock (the "Merger Shares") to be issued to the Driven Holders in accordance with their pro rata ownership of Driven stock. Following the consummation of the Merger the 2,500,000 shares of the Common Stock sold in the Offering, upon giving effect to the Split, the shareholders of Driven will beneficially own approximately seventy-five percent (75%) of the issued and outstanding Common Stock of the Registrant. The parties have taken the actions necessary to provide that the Merger is treated as a "tax free exchange" under Section 368 of the Internal Revenue Code of 1986, as amended. The Merger Agreement contains customary representations, warranties and covenants of the Registrant and Driven for like transactions. The foregoing descriptions of the above referenced agreements do not purport to be complete. For an understanding of their terms and provisions, reference should be made to the Merger Agreement attached as Exhibits 10.1 to this Current Report on Form 8-K.

Additionally, on September 6, 2018, Results-Based Outsourcing Inc. (the "Registrant" or the "Company") Amended and Restated its Certificate of Incorporation (the "Amendment") to (i) change its name to Driven Deliveries, Inc., (ii) to increase the number of its authorized shares of capital stock from 215,000,000 shares, comprised of 200,000,000 shares of common stock par value $0.0001 per share (the "Common Stock") and 15,000,000 shares of "blank check" preferred stock, par value $0.0001 per share (the "Preferred Stock") and (iii) to effect a forward split such that 12.35 shares of Common Stock were issued for every one (1) share of Common Stock issued and outstanding immediately prior to the Amendment (the "Split").

Further, simultaneous with the Merger, the Company consummated an offering of its Common Stock whereby the company sold an aggregate of 1,000,000 post-split shares for the post-split offering amount of $0.20 per share, for proceeds in the aggregate offering amount of $200,000. The Company may sell shares up to the Maximum Offering Amount of Eight Hundred Thousand Dollars ($800,000).

At the effective time of the Merger, our board of directors and officers was reconstituted by the appointment of Chris Boudreau as Chairman, President and Chief Executive Officer, Chief Operating Officer, and Director and Brian Hayek as Treasurer, Secretary, Chief Financial Officer, and Director.

Pro Forma Ownership

Following the issuance of the Merger Shares, the former equity holders of Driven and/or their designees now beneficially own approximately seventy-five (75%) of the total outstanding shares of the Registrant's Common Stock. For financial accounting purposes, the acquisition was a reverse acquisition of the Company by Driven, under the purchase method of accounting, and was deemed a recapitalization with Driven as the acquirer. Upon consummation of the Merger, the Company adopted the business plan of Driven.

POST-EXCHANGE BENEFICIAL OWNERSHIP OF THE COMPANY'S COMMON STOCK

The following table provides information, immediately after the Merger, regarding beneficial ownership of our Common Stock by: (i) each person known to us who beneficially owns more than five percent of our Common Stock; (ii) each of our directors; (iii) each of our executive officers; and (iv) all of our directors and executive officers as a group.

The number of shares beneficially owned is determined under rules promulgated by the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. The shares in the tables does not, however, constitute an admission that the named stockholder is a direct or indirect beneficial owner of those shares.

Shareholder (1)	Beneficial Ownership	Percent of Class (2)
Chris Boudreau	15,878,437	38.5%
Brian Hayek	8,878,963	21.5%
Officers and Directors as a Group (2 persons)	24,757,400	60.1%

(1) The address for all officers, directors and beneficial owners is 5710 Kearny Villa Road Ste 205 San Diego, CA 92123
(2) Based upon 40,000,000 shares of common stock outstanding as of September 12, 2018.

MANAGEMENT

Name	Age	Position
Chris Boudreau		Chairman, President, Chief Executive Officer
Brian Hayek		Director, Chief Financial Officer, Treasurer, Secretary

Chris Boudreau, has served as the Chief Executive Officer of Driven Deliveries, Inc. since November, 2017. Prior thereto, Mr. Boudreau served as the CEO of M Delivers from January, 2016. Mr. Boudreau has a Bachelors of Science in Finance from California State University, Fresno, and a Masters of Accountancy from National University. The Company feels Mr. Boudreau's experience and knowledge of the industry make him imminently suited to serve as the Company's President and Chief Executive Officer.

Brian Hayek, is a co-founder of the Company's subsidiary Driven Deliveries, Inc. and has served as its President since November, 2017. Prior thereto, Mr. Hayek joined ResMed in 2017 creating new services for ResMed's Software as a Service (SaaS) Business Unit. Prior to ResMed, Brian spent 5 years at Qualcomm holding roles in Qualcomm's security division. Before joining the private sector, Brian spent 11 years on active duty with the United States Marine Corps commanding scout snipers in Afghanistan, serving as an Intelligence Officer in the Middle East, and holding various roles in communications and information technology. Brian holds a B.S. in Electrical Engineering from San Diego State University and has an MBA from USC's Marshall School of Business. The Company feels Mr. Hayek's qualifications and experience render him will qualified to serve as a Director.

Summary Compensation of Executive Officers

The following table sets forth all of the compensation awarded to, earned by or paid to (i) each individual serving as the Company's principal executive officer during the last three completed fiscal years ending December 31, 2017, 2016 and 2015; (ii) each other individual that served as an executive officer of the Company at the conclusion of the fiscal year ended December 31, 2017 and who received in excess of $100,000 in the form of salary and bonus during such fiscal year.

Summary Compensation of Executive Officers

Name and Principal Position	Year	Salary (1)	Bonus	Equity Awards	Option Awards	All Other Compensation	Total
Flemming J.H. Hansen (1)	2017	—	—	—	—	—	—
President, Secretary, Treasurer	2016	—	—	—	—	—	—
Chief Executive Officer and Chief Financial Officer	2015	—	—	—	—	—	—
Chris Boudreau (2)	2017	—	—	—	—	—	—
Chairman, President,	2016	—	—	—	—	—	—
Chief Executive Officer	2015	—	—	—	—	—	—
Brian Hayek (2)	2017	—	—	—	—	—	—
Director, Chief, Financial Officer,	2016	—	—	—	—	—	—
Treasurer, Secretary	2015	—	—	—	—	—	—

(1) Resigned on August 29, 2018
(2) Appointed on August 29, 2018

Outstanding Equity Awards at Fiscal Year-End

The following table sets forth information regarding each unexercised option and non-vested stock award held by each of the Company's named executive officers as of August 29, 2018.

Name	Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercised Options Unexercisable	Option Exercise Price ($)	Option Expiration Date
Flemming J.H. Hansen (1) President, Secretary, Treasurer Chief Executive Officer and Chief Financial Officer	—	—	—	—
Chris Boudreau (2) Chairman, President, Chief Executive Officer	—	—	—	—
Brian Hayek (2) Director, Chief Financial Officer, Treasurer, Secretary	—	—	—	—

(1) Resigned on August 29, 2018
(2) Appointed on August 29, 2018

Compensation of Directors

The Company did not pay any fees to their respective directors for attendance at meetings of the board; however, the Company may adopt a policy of making such payments in the future. The Company will reimburse out-of-pocket expenses incurred by directors in attending board and committee meetings.

DESCRIPTION OF BUSINESS

Driven Deliveries, Inc. (the "Company"), provides logistics services and delivery solutions for brick and mortar cannabis retailers looking for logistics and supply chain management. It is expected that there will be an estimated 1,000 cannabis retail stores in California by the end of 2020, with an estimated 5,000 retailers nationwide, and the great majority do not offer delivery services.

While most states do not allow cannabis delivery, we anticipate continued political and regulatory softening in every state, and this includes a trend to open up for delivery. We are attempting to become the first cannabis logistics company to capture and lead this highly regulated and complicated space. We believe regulatory complications will limit large competitors who offer relative services in other industries, such as Uber, Postmates, Grub Hub, etc. Additionally, we expect that a number of retail cannabis delivery businesses will be forced to close because of lack of licensing opportunities and high barriers to entry. Therefore, Driven is looking to grow at an accelerated rate with territory expansion of brick and mortar locations throughout the State of California and, in the next 1-2 years, we hope to expand into other states.

Since Driven partners with licensed retail stores which do not offer their own delivery services, we hope to take advantage of this potential increasing demand and potentially decreasing competition throughout the state.

We have been working to find and implement the best technologies to help us facilitate growth and have adopted some technologies that allow us to text out to patients, receive texts, and manage live web chats on our website, and manage all of this through one platform. We are also launching a new phone system next month that will allow us to better track and manage incoming calls so that we can host a larger number of delivery operations.

MANAGEMENT AND EMPLOYEES

As of the date of this Report, we have 4 employees. We believe we enjoy good employee relations. None of our employees are members of any labor union, and we are not a party to any collective bargaining agreement.

PROPERTIES

The Company does not own any physical properties. Driver currently leases its corporate offices in San Diego, California which lease expires on May 31, 2021. We believe the current lease is sufficient for our current operations.

LIQUIDITY AND CAPITAL RESOURCES

The Company's only known potential sources of capital are possible proceeds from private placements, issuance of notes payable, loans from its officers, and cash from future revenues. The Company may require additional financing to continue operations, and there is no assurance that such additional financing will be available.

POTENTIAL FUTURE PROJECTS AND CONFLICTS OF INTEREST

Members of the Company's Management may serve in the future as an officer, director or investor in other entities. Neither the Company nor any shareholder would have any interest in these projects. Management believes that they have sufficient resources to fully discharge their responsibilities to all projects they have organized or will organize in the future, if any.

GOVERNMENT REGULATION

We believe we are in compliance with applicable federal, state and other regulations and that we have compliance programs in place to ensure compliance going forward. There are no regulatory notifications or actions pending.

LEGAL MATTERS

From time to time we may be a party to or otherwise be involved in legal proceedings arising in the normal course of business. As of the date of this report, we are not aware of any proceeding, threatened or pending against us which, if determined adversely, would have a material effect on our business, results of operations, cash flows or financial position.

RELATED PARTY TRANSACTIONS

None.

RISK FACTORS

OUR SECURITIES ARE HIGHLY SPECULATIVE, AND PROSPECTIVE PURCHASERS SHOULD BE AWARE THAT AN INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK. ACCORDINGLY, PROSPECTIVE PURCHASERS SHOULD CAREFULLY CONSIDER THE FOLLOWING RISK FACTORS IN ADDITION TO THE OTHER INFORMATION IN THIS CURRENT REPORT AND RELATED EXHIBITS, INCLUDING OUR FINANCIAL STATEMENTS.

RISK FACTORS ASSOCIATED WITH OUR BUSINESS

Driven is and will continue to be completely dependent on the services of our principal executive officers, the loss of whose services may cause our business operations to cease, and we will need to engage and retain qualified employees and consultants to further implement our strategy.

Driven's operations and business strategy are completely dependent upon the knowledge and business connections of Chris Boudreau and Brian Hayek. They are under no contractual obligation to remain employed by us. If any should choose to leave us for any reason or become ill and unable to work for an extended period of time before we have hired additional personnel, our operations will likely fail. Even if we are able to find additional personnel, it is uncertain whether we could find someone who could develop our business along the lines described in this Form 8-K. We will likely fail without the services of our officers or an appropriate replacement(s).

Because we have only recently commenced business operations, we face a high risk of business failure.

The Company was formed in December 2017. Through August 29, 2018, we had limited operating revenues. We face a high risk of business failure. The likelihood of the success of the Company must be considered in light of the expenses, complications and delays frequently encountered in connection with the establishment and expansion of new businesses and the competitive environment in which the Company will operate. There can be no assurance that future revenues will occur or be significant enough or that we will be able to sell its products and services at a profit, if at all. Future revenues and/or profits, if any, will depend on many various factors, including, but not limited to both initial and continued market acceptance of the Company's website and the successful implementation of its planned growth strategy.

Cannabis remains illegal under Federal law.

Despite the development of a regulated cannabis industry under the laws of certain states, these state laws regulating medical and adult cannabis use are in conflict with the Federal Controlled Substances Act, which classifies cannabis as a Schedule I controlled substance and makes cannabis use and possession illegal on a national level. The United States Supreme Court has ruled that the Federal government has the right to regulate and criminalize cannabis, even for medical purposes, and thus Federal law criminalizing the use of cannabis preempts state laws that regulate its use. Although the prior administration determined that it was not an efficient use of resources to direct Federal law enforcement agencies to prosecute those lawfully abiding by state laws allowing the use and distribution of medical and recreational cannabis, on January 4, 2018, the current administration issued the Sessions Memo announcing a return to the rule of law and the rescission of previous guidance documents. The Sessions Memo rescinds the Cole Memo which was adopted by the Obama administration as a policy of noninterference with marijuana-friendly state laws. The Sessions Memo shifts federal policy from a hands-off approach adopted by the Obama administration to permitting federal prosecutors across the country to decide how to prioritize resources to regulate marijuana possession, distribution and cultivation in states where marijuana use is regulated. There can be no assurance that federal prosecutors will not prosecute and dedicate resources to regulate marijuana possession, distribution and cultivation in states where marijuana use is regulated which may cause states to reconsider their regulation of marijuana which would have a detrimental effect on the marijuana industry. Any such change in state laws based upon the Sessions Memo and the Federal government's enforcement of Federal laws could cause significant financial damage to us and our stockholders.

As the possession and use of cannabis is illegal under the Federal Controlled Substances Act, we may be deemed to be aiding and abetting illegal activities through the services and data that we provide to government regulators, dispensaries, cultivators and consumers. As a result, we may be subject to enforcement actions by law enforcement authorities, which would materially and adversely affect our business.

Under Federal law, and more specifically the Federal Controlled Substances Act, the possession, use, cultivation, and transfer of cannabis is illegal. Our business provides services to customers that are engaged in the business of possession, use, cultivation, and/or transfer of cannabis. As a result, law enforcement authorities, in their attempt to regulate the illegal use of cannabis, may seek to bring an action or actions against us, including, but not limited, to a claim of aiding and abetting another's criminal activities. The Federal aiding and abetting statute provides that anyone who "commits an offense against the United States or aids, abets, counsels, commands, induces or procures its commission, is punishable as a principal." 18 U.S.C. §2(a). As a result of such an action, we may be forced to cease operations and our investors could lose their entire investment. Such an action would have a material negative effect on our business and operations.

Federal enforcement practices could change with respect to services provided to participants in the cannabis industry, which could adversely impact us. If the Federal government were to expend its resources on enforcement actions against service providers in the cannabis industry under guidance provided by the Sessions Memo, such actions could have a material adverse effect on our operations, our customers, or the sales of our products.

It is possible that due to the recent Sessions Memo our clients may discontinue the use of our services, our potential source of customers may be reduced and our revenues may decline. Further, additional government disruption in the cannabis industry could cause potential customers and users to be reluctant to use and advertise our products, which would be detrimental to the Company. We cannot predict the impact of the Sessions Memo at this time nor can we predict the nature of any future laws, regulations, interpretations or applications including the effect of such additional regulations or administrative policies and procedures, when and if promulgated, could have on our business.

Our business is dependent on state laws pertaining to the cannabis industry.

Thirty states allow their citizens to use medical cannabis. In addition, the District of Columbia and eight states (Alaska, California, Colorado, the District of Columbia, Maine, Massachusetts, Nevada, Oregon and Washington) have regulated the sale of cannabis for adult use. Continued development of the cannabis industry is dependent upon continued legislative authorization of cannabis at the state level. Any number of factors could slow or halt progress in this area including, but not limited to, the Sessions Memo. While there may be ample public support for legislative action, numerous factors impact the legislative process. For example, in November 2016, voters in Arizona rejected a ballot initiative that would have permitted the adult-use of cannabis. Further regulation attempts at the state level that create bad public policy could slow or stop further development of the cannabis industry. Any one of these or other factors could slow or halt use of cannabis, which would negatively impact our business.

RISKS RELATED TO THE SECURITIES MARKETS AND INVESTMENTS IN OUR COMMON STOCK

Our officers and directors currently own the majority of our voting power, and through this ownership, control our Company and our corporate actions.

Our current Board of Directors and executive officers, hold approximately 60% of the voting power of the Company's outstanding voting capital stock. These parties have a controlling influence in determining the outcome of any corporate transaction or other matters submitted to our stockholders for approval, including mergers, consolidations and the sale of all or substantially all of our assets, election of directors, and other significant corporate actions. As such, these shareholders have the power to prevent or cause a
change in control; therefore, without the aforementioned consent we could be prevented from entering into transactions that could be beneficial to us. The interests of our executive officers may give rise to a conflict of interest with the Company and the Company's shareholders.

There is a substantial lack of liquidity of our common stock and volatility risks.

Our common stock is quoted on the OTC Markets platform under the symbol "RBOS." The liquidity of our common stock may be very limited and affected by our limited trading market. The OTC Markets quotation platform is an inter-dealer market much less regulated than the major exchanges, and is subject to abuses, volatilities and shorting. There is currently no broadly followed and established trading market for our common stock. An established trading market may never develop or be maintained. Active trading markets generally result in lower price volatility and more efficient execution of buy and sell orders. Absence of an active trading market reduces the liquidity of the shares traded.

The trading volume of our common stock may be limited and sporadic. This situation is attributable to a number of factors, including the fact that we are a small company which is relatively unknown to stock analysts, stock brokers, institutional investors and others in the investment community that generate or influence sales volume, and that even if we came to the attention of such persons, they tend to be risk-averse and would be reluctant to follow an unproven company such as ours or purchase or recommend the purchase of our shares until such time as we became more seasoned and viable. As a consequence, there may be periods of several days or more when trading activity in our shares is minimal or non-existent, as compared to a seasoned issuer which has a large and steady volume of trading activity that will generally support continuous sales without an adverse effect on share price. We cannot give you any assurance that a broader or more active public trading market for our common stock will develop or be sustained, or that current trading levels will be sustained. As a result of such trading activity, the quoted price for our common stock on the OTC Markets may not necessarily be a reliable indicator of our fair market value. In addition, if our shares of common stock cease to be quoted, holders would find it more difficult to dispose of or to obtain accurate quotation as to the market value of, our common stock and as a result, the market value of our common stock likely would decline.

Our common stock may never be listed on a major stock exchange.

We currently do not satisfy the initial listing standards and cannot ensure that we will be able to satisfy such listing standards or that our common stock will be accepted for listing on any such exchange. Should we fail to satisfy the initial listing standards of such exchanges, or our common stock is otherwise rejected for listing, the trading price of our common stock could suffer, the trading market for our common stock may be less liquid, and our common stock price may be subject to increased volatility.

A decline in the price of our common stock could affect our ability to raise working capital and adversely impact our ability to continue operations.

A prolonged decline in the price of our common stock could result in a reduction in the liquidity of our common stock and a reduction in our ability to raise capital. A decline in the price of our common stock could be especially detrimental to our liquidity and our operations. Such reductions may force us to reallocate funds from other planned uses and may have a significant negative effect on our business plan and operations, including our ability to develop new services and continue our current operations. If our common stock price declines, we can offer no assurance that we will be able to raise additional capital or generate funds from operations sufficient to meet our obligations. If we are unable to raise sufficient capital in the future, we may not be able to have the resources to continue our normal operations.

Concentrated ownership of our common stock creates a risk of sudden changes in our common stock price.

The sale by any shareholder of a significant portion of their holdings could have a material adverse effect on the market price of our common stock.

Sales of our currently issued and outstanding stock may become freely tradable pursuant to Rule 144 and may dilute the market for your shares and have a depressive effect on the price of the shares of our common stock.

A number of the outstanding shares of common stock are "restricted securities" within the meaning of Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") ("Rule 144"). As restricted shares, these shares may be resold only pursuant to an effective registration statement or under the requirements of Rule 144 or other applicable exemptions from registration under the Securities Act and as required under applicable state securities laws. Rule 144 provides in essence that a non-affiliate who has held restricted securities for a period of at least six months may sell their shares of common stock. Under Rule 144, affiliates who have held restricted securities for a period of at least six months may, under certain conditions, sell every three months, in brokerage transactions, a number of shares that does not exceed the greater of 1% of a company's outstanding shares of common stock or the average weekly trading volume during the four calendar weeks prior to the sale (the four calendar week rule does not apply to companies quoted on the OTC Markets). A sale under Rule 144 or under any other exemption from the Securities Act, if available, or pursuant to subsequent registrations of our shares of common stock, may have a depressive effect upon the price of our shares of common stock in any active market that may develop.

If we issue additional shares or derivative securities in the future, it will result in the dilution of our existing stockholders.

Our Articles of Incorporation authorize the issuance of up to 100,000,000 shares of common stock, $0.001 par value per share. Our board of directors may choose to issue some or all of such shares, or derivative securities to purchase some or all of such shares, to provide additional financing in the future.

We do not plan to declare or pay any dividends to our stockholders in the near future.

We have not declared any dividends in the past, and we do not intend to distribute dividends in the near future. The declaration, payment and amount of any future dividends will be made at the discretion of the board of directors and will depend upon, among other things, the results of operations, cash flows and financial condition, operating and capital requirements, and other factors as the board of directors considers relevant. There is no assurance that future dividends will be paid, and if dividends are paid, there is no assurance with respect to the amount of any such dividend.

The requirements of being a public company may strain our resources and distract management.

As a result of filing the resignation statement, we are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"). These requirements are extensive. The Exchange Act requires that we file annual, quarterly and current reports with respect to our business and financial condition. The Sarbanes-Oxley Act requires that we maintain effective disclosure controls and procedures and internal controls over financial reporting.

We may incur significant costs associated with our public company reporting requirements and costs associated with applicable corporate governance requirements. We expect all of these applicable rules and regulations to significantly increase our legal and financial compliance costs and to make some activities more time consuming and costly. This may divert management's attention from other business concerns, which could have a material adverse effect on our business, financial condition and results of operations. We also expect that these applicable rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as executive officers. We are currently evaluating and monitoring developments with respect to these rules, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs.

Persons associated with securities offerings, including consultants, may be deemed to be broker dealers.

In the event that any of our securities are offered without engaging a registered broker-dealer, we may face claims for rescission and other remedies. If any claims or actions were to be brought against us relating to our lack of compliance with the broker-dealer requirements, we could be subject to penalties, required to pay fines, make damages payments or settlement payments, or repurchase such securities. In addition, any claims or actions could force us to expend significant financial resources to defend our company, could divert the attention of our management from our core business and could harm our reputation.

Future changes in financial accounting standards or practices may cause adverse unexpected financial reporting fluctuations and affect reported results of operations.

A change in accounting standards or practices can have a significant effect on our reported results and may even affect our reporting of transactions completed before the change is effective. New accounting pronouncements and varying interpretations of accounting pronouncements have occurred and may occur in the future. Changes to existing rules or the questioning of current practices may adversely affect our reported financial results or the way we conduct business.

"Penny Stock" rules may make buying or selling our common stock difficult.

Trading in our common stock is subject to the "penny stock" rules. The SEC has adopted regulations that generally define a penny stock to be any equity security that has a market price of less than $5.00 per share, subject to certain exceptions. These rules require that any broker-dealer that recommends our common stock to persons other than prior customers and accredited investors, must, prior to the sale, make a special written suitability determination for the purchaser and receive the purchaser's written agreement to execute the transaction. Unless an exception is available, the regulations require the delivery, prior to any transaction involving a penny stock, of a disclosure schedule explaining the penny stock market and the risks associated with trading in the penny stock market. In addition, broker-dealers must disclose commissions payable to both the broker-dealer and the registered representative and current quotations for the securities they offer. The additional burdens imposed upon broker-dealers by such requirements may discourage broker-dealers from effecting transactions in our common stock, which could severely limit the market price and liquidity of our common stock.

DESCRIPTION OF SECURITIES

General

The Company's authorized capital stock consists of 215,000,000 shares of capital stock, par value $0.0001 per share, of which 200,000,000 shares are common stock, par value $0.0001 per share. After the closing of the Merger and the offering, and giving effect to the Split, the Company had 40,000,000 shares of common stock issued and outstanding held by approximately [40] shareholders of record, excluding an unknown amount of shareholders holding their ownership in street name.

Common Stock

Holders of Company's common stock are entitled to one vote per share on each matter submitted to vote at a meeting of Company's stockholders. Holders of common stock do not have cumulative voting rights. Stockholders do not have any preemptive rights or other similar rights to acquire additional shares of Company's common stock or other securities. Subject to preferences that may be applicable to any then-outstanding preferred stock, holders of common stock are entitled to share in all dividends that the board of directors, in its discretion, declares from legally available funds. In the event of liquidation, dissolution or winding up, subject to preferences that may be applicable to any then-outstanding preferred stock, each outstanding share of common stock entitles its holder to participate ratably in all remaining assets of the Company that are available for distribution to stockholders after providing for each class of stock, if any, having preference over the common stock.

Holders of common stock have no conversion, preemptive or other subscription rights, and there are no redemption or sinking fund provisions applicable to the common stock. The rights of the holders of common stock are subject to any rights that may be fixed for holders of preferred stock, when and if any preferred stock is authorized and issued.

Preferred Stock

The Company's Amended Articles of Incorporation authorizes the issuance of 15,000,000 shares of “Blank Check” Preferred Stock, par value $0.0001 per share, subject to any limitations prescribed by law, without further vote or action by the stockholders, to issue from time to time shares of preferred stock in one or more series. Each such series of Preferred Stock shall have such number of shares, designations, preferences, voting powers, qualifications, and special or relative rights or privileges as shall be determined by the Company's board of directors, which may include, among others, dividend rights, voting rights, liquidation preferences, conversion rights and preemptive rights.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Company’s Certificate of Incorporation and By-laws provide, to the fullest extent permitted by Delaware law, that the officers and directors of the Company who was or is a party to or is threatened to be made a party to, any threatened, or pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of fact that he/she is or was acting as the incorporator, officer, director or nominee officer/director or was serving in any capacity at any time. Furthermore, it is the responsibility of the Company to pay for all legal expenses that may occur on behalf of the party who may come under any such type of action.

Delaware General Corporate Law (“GCL”) Section 145 provides the Company with the power to indemnify any of our directors and officers. The director or officer must have conducted himself/herself in good faith and reasonably believe that his/her conduct was in, or not opposed to our best interests. In a criminal action, the director, officer, employee or agent must not have had reasonable cause to believe his/her conduct was unlawful.

Under GCL Section 145, advances for expenses may be made by agreement if the director or officer affirms in writing that he/she believes he/she has met the standards and will personally repay the expenses if it is determined such officer or director did not meet the standards.

Pursuant to the Company’s Certificate of Incorporation and By-laws, we may indemnify an officer or director who is made a party to any proceeding, because of his position as such, to the fullest extent authorized by GCL, as the same exists or may hereafter be amended. In certain cases, we may advance expenses incurred in defending any such proceeding.

To the extent that indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling our company pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. If a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by a director, officer or controlling person of our company in the successful defense of any action, suit or proceeding) is asserted by any of our directors, officers or controlling persons in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of that issue.

Anti-Takeover Effects of Provisions of Delaware State Law

We may be or in the future we may become subject to Delaware's control share law. We are subject to Section 203 of the Delaware General Corporation Law. This provision generally prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years following the date the stockholder became an interested stockholder, unless:

- prior to such date, the Board of Directors approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;

- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding those shares owned by persons who are directors and also officers and by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

    - on or subsequent to such date, the business combination is approved by the Board of Directors and authorized at an annual meeting or special meeting of stockholders and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

Section 203 defines a business combination to include:

- any merger or consolidation involving the corporation and the interested stockholder;

- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;

- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;

- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder; or

- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 defines an “interested stockholder” as any entity or person beneficially owning 15% or more of the outstanding voting stock of a corporation, or an affiliate or associate of the corporation and was the owner of 15% or more of the outstanding voting stock of a corporation at any time within three years prior to the time of determination of interested stockholder status; and any entity or person affiliated with or controlling or controlled by such entity or person.

Anti-Takeover Charter Provisions

Our Certificate of Incorporation and Bylaws contain provisions that could have the effect of discouraging potential acquisition proposals or tender offers or delaying or preventing a change in control of our company, including changes a stockholder might consider favorable. In particular, our Certificate of Incorporation and Bylaws, as applicable, among other things, will:

- provide our Board of Directors with the ability to alter our Bylaws without stockholder approval;

- provide for an advance notice procedure with regard to the nomination of candidates for election as directors and with regard to business to be brought before a meeting of stockholders; and
- provide that vacancies on our Board of Directors may be filled by a majority of directors in office, although less than a quorum.

Such provisions may have the effect of discouraging a third-party from acquiring our company, even if doing so would be beneficial to its stockholders. These provisions are intended to enhance the likelihood of continuity and stability in the composition of our Board of Directors and in the policies formulated by them, and to discourage some types of transactions that may involve an actual or threatened change in control of our company. These provisions are designed to reduce our vulnerability to an unsolicited acquisition proposal and to discourage some tactics that may be used in proxy fights. We believe that the benefits of increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging such proposals because, among other things, negotiation of such proposals could result in an improvement of their terms.

However, these provisions could have the effect of discouraging others from making tender offers for our shares that could result from actual or rumored takeover attempts. These provisions also may have the effect of preventing changes in our management.

A corporation is subject to Delaware's control share law if it has more than 200 stockholders, at least 100 of whom are stockholders of record and residents of Delaware, and if the corporation does business in Delaware or through an affiliated corporation.

The law focuses on the acquisition of a “controlling interest” which means the ownership of outstanding voting shares is sufficient, but for the control share law, to enable the acquiring person to exercise the following proportions of the voting power of the corporation in the election of directors: (1) one-fifth or more but less than one-third, (2) one-third or more but less than a majority, or (3) a majority or more. The ability to exercise such voting power may be direct or indirect, as well as individual or in association with others.

The effect of the control share law is that the acquiring person, and those acting in association with that person, obtain only such voting rights in the control shares as are conferred by a resolution of the stockholders of the corporation, approved at a special or annual meeting of stockholders. The control share law contemplates that voting rights will be considered only once by the other stockholders. Thus, there is no authority to take away voting rights from the control shares of an acquiring person once those rights have been approved. If the stockholders do not grant voting rights to the control shares acquired by an acquiring person, those shares do not become permanent non-voting shares. The acquiring person is free to sell its shares to others. If the buyers of those shares themselves do not acquire a controlling interest, their shares do not become governed by the control share law.

If control shares are accorded full voting rights and the acquiring person has acquired control shares with a majority or more of the voting power, any stockholder of record, other than an acquiring person, who has not voted in favor of approval of voting rights, is entitled to demand fair value for such stockholder's shares.

Delaware 's control share law may have the effect of discouraging corporate takeovers.

In addition to the control share law, Delaware has a business combination law, which prohibits certain business combinations between Delaware corporations and "interested stockholders" for three years after the "interested stockholder" first becomes an "interested stockholder" unless the corporation's board of directors approves the combination in advance. For purposes of Delaware law, an "interested stockholder" is any person who is (1) the beneficial owner, directly or indirectly, of ten percent or more of the voting power of the outstanding voting shares of the corporation, or (2) an affiliate or associate of the corporation and at any time within the three previous years was the beneficial owner, directly or indirectly, of ten percent or more of the voting power of the then outstanding shares of the corporation. The definition of the term "business combination" is sufficiently broad to cover virtually any kind of transaction that would allow a potential acquirer to use the corporation's assets to finance the acquisition or otherwise to benefit its own interests rather than the interests of the corporation and its other stockholders.

The effect of Delaware 's business combination law is to potentially discourage parties interested in taking control of the Company from doing so if it cannot obtain the approval of our Board of Directors.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

As disclosed in Item 2.01, in connection with the Merger, the Company issued an aggregate of 30,000,000 post-Split shares of its common stock to Driven shareholders and sold an aggregate of 1,000,000 post-Split shares in the Offering.

The Company relied on the exemption from federal registration under Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder, based on its belief that the issuance of such securities did not involve a public offering, as there were fewer than 35 "non-accredited" investors, all of whom, either alone or through a purchaser representative, had such knowledge and experience in financial and business matters so that each was capable of evaluating the risks of the investment.

ITEM 5.01. CHANGES IN CONTROL OF REGISTRANT.

The disclosures set forth in Item 2.01 are hereby incorporated by reference into this Item 5.01.

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

The disclosures set forth in Item 2.01 are hereby incorporated by reference into this Item 5.02.

ITEM 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR

The disclosures set forth in Item 2.01 are hereby incorporated by reference to this Item 5.03.

ITEM 5.06. CHANGE IN SHELL COMPANY STATUS

Though not a shell company upon consummation of the Merger, the disclosures set forth in Item 2.01 are hereby incorporated by reference to this Item 5.06.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(a) The audited financial statements of Driven by Deliveries, Inc. as of December 31, 2017 and 2016 and the unaudited financial statements of Driven by Deliveries, Inc. as of June 30, 2018 will be filed on an amendment to this Current Report on Form 8-K.

(b) As a result of its acquisition of Driven by Deliveries, Inc. described in Item 2.01, the Company will file the pro forma financial information required by Item 9.01 an amendment to this Current Report on Form 8-K.

(c) Exhibits

Number	Description
2.1	Agreement and Plan of Merger and Reorganization between Results-Based Outsourcing Inc., Driven Acquisition Corp. and Driven by Deliveries, Inc. dated August 29, 2018
3.1	Amended and Restated Certificate of Incorporation
4.1	Form of Subscription Agreement
99.1*	Audited financial statements of Driven as of December 31, 2017
99.2*	Unaudited financial statements of Driven by Deliveries, Inc. as of June 30. 2018
99.3*	Unaudited condensed combined pro forma financial statements as of August 29, 2018

* To be filed by amendment.

SIGNATURES

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

Date: September 14, 2018

Results-Based Outsourcing Inc.

By: /s/ *Chris Boudreau*
Name: Chris Boudreau
Title: Chief Executive Officer, Chairman

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

This Agreement and Plan of Merger and Reorganization (this " **Agreement**") is entered into as of August 29, 2018 by and among Results –Based Outsourcing, Inc., a publicly-owned Delaware corporation (the "**Company**"), Driven Acquisition Corp., a Nevada corporation ("**Acquisition**"), and Driven by Deliveries, Inc., a Nevada corporation ("**Driven**"). The Company, Acquisition and Driven are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, the Company is a Delaware corporation with 4,107,000 shares of common stock, par value $0.0001, issued and outstanding (the "**Common Stock**") and whose shares are quoted on over-the-counter stock markets under the symbol "RBOS."

WHEREAS, Acquisition is a wholly-owned subsidiary of the Company with 1,000 shares of common stock, par value $0.00001 per share (the "**Acquisition Stock**") issued and outstanding.

WHEREAS, Driven is a Nevada corporation with 31,190,000 shares of common stock, par value $0.001 per share (the "**Driven Shares**") issued and outstanding.

WHEREAS, the Board of Directors of each of the Company, Acquisition, and Driven have determined that it is fair to, and in the best interests of, their respective companies and shareholders for Acquisition to be merged with and into Driven, with Driven as the surviving entity (the "**Merger**"), upon the terms and subject to the conditions set forth herein.

WHEREAS, the Board of Directors of each of the Company, Acquisition and Driven shall approve the Merger in accordance with the corporate laws of the State of Delaware (the "**DGCL**") and the corporate laws of the State of Nevada (the "**N.R.S.**") and upon the terms and subject to the conditions set forth herein, and in the Certificate of Merger attached as **Exhibit A** hereto (the "**Certificate of Merger**").

WHEREAS, the shareholders of Driven (the " **Driven Shareholders**") shall approve this Agreement, the Certificate of Merger, and the transactions contemplated and described hereby and thereby, including, without limitation, the Merger, and the Company, as the sole stockholder of Acquisition, has approved this Agreement, the Certificate of Merger, and the transactions contemplated and described hereby and thereby.

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify to the extent possible as a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
PLAN OF MERGER

1.1. Merger. Subject to the terms and conditions of this Agreement and the Certificate of Merger, Acquisition shall be merged with and into Driven in accordance with the provisions of the DGCL and the N.R.S. At the Effective Time (as hereinafter defined), the separate legal existence of Acquisition shall cease and Driven shall be the surviving entity in the Merger (sometimes hereinafter referred to as the "**Surviving Company**") and shall continue its existence under the laws of the state of Nevada.

1.2. Effective Time. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of Nevada. The time at which the Merger shall become effective as aforesaid is referred to hereinafter as the "**Effective Time**."

1.3. Closing. The closing of the Merger (the "**Closing**") shall occur upon mutual satisfaction by the Parties of the closing conditions set forth in Articles V and VII hereof (the "**Closing Date**"). The Closing shall occur at the offices of Kane Kessler, P.C., 666 Third Avenue, New York, New York 10017 or by the exchange of signatures. At the Closing, all of the documents, certificates, agreements, and instruments referenced in **Section 1.10** will be executed and delivered as described therein. At the Effective Time, all actions to be taken at the Closing shall be deemed to be taken simultaneously.

1.4. Articles of Incorporation, Bylaws and Officers of the Surviving Company .

(a) The Articles of Incorporation of Driven, as in effect immediately prior to the Effective Time, attached as **Exhibit B** hereto, shall be the Articles of Incorporation of the Surviving Company from and after the Effective Time until amended in accordance with applicable law and such Articles of Incorporation.

(b) The Bylaws of Driven, as in effect immediately prior to the Effective Time in the form attached as **Exhibit C** hereto, shall be the Bylaws of the Surviving Company from and after the Effective Time until amended in accordance with applicable law, the Articles of Incorporation of the Surviving Company, and such Bylaws.

(c) The officers listed in **Exhibit D** hereto shall comprise the officers of the Surviving Company and each shall hold their respective office or offices from and after the Effective Time until a successor shall have been elected and shall have qualified in accordance with applicable law, or as otherwise provided in the Certificate of Incorporation or Bylaws of the Surviving Company.

1.5. Assets and Liabilities. At the Effective Time, the Surviving Company shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of Acquisition and Driven (collectively, the "**Constituent Companies**"); and all the rights, privileges, powers and franchises of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to any of the Constituent Companies on whatever account, as well as all other things in action or belonging to each of the Constituent Companies, shall be vested in the Surviving Company; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Company as they were of the several and respective Constituent Companies, and the title to any real estate vested by deed or otherwise in either of such Constituent Companies shall not revert or be in any way impaired by the Merger; but all rights of creditors and all liens upon any property of any of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Companies shall thenceforth attach to the Surviving Company, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

1.6. Manner and Basis of Converting Equity. At the Effective Time:

(a) By virtue of the Merger and without any action on the part of the shareholders of the Company all of the shares of Acquisition Stock, outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive such proportionate number of Driven Shares, so that at the Effective Time, the Company shall be the holder of all of the issued and outstanding Driven Shares; and

(b) all of the Driven Shares issued and outstanding immediately prior to the Effective time shall be converted into the right to receive: Thirty Million (30,000,000) newly-issued post-Split shares of Common Stock of the Company (the "**Merger Shares**").

(c) From and after the Effective Time, all such Driven Shares shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of Driven Shares shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration therefor upon the surrender of such Driven Shares in accordance with Section 2.2.

(d) Adjustment to Stock Consideration. The applicable Merger Shares shall be adjusted appropriately to reflect the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into the Merger Shares), cash dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Company Common Stock occurring on or after the date hereof and prior to the Effective Time.

1.7. Surrender and Exchange of Certificates. Promptly after the Effective Time and upon surrender of a certificate or certificates representing the Driven Shares that were outstanding immediately prior to the Effective Time or an affidavit and indemnification in form reasonably acceptable to counsel for the Company stating that such Driven Shareholders have lost their certificate or an affidavit or that such certificates have been destroyed, the Company shall issue to the Driven Shareholders surrendering such certificate(s) or affidavit, a certificate or certificates registered in the name of such Driven Shareholders representing the number of shares of the Merger Shares and such proportionate share of cash consideration that such Driven Shareholders shall be entitled to receive as set forth in Section 1.6(b). Until the certificate(s) is or are surrendered, each certificate(s) that immediately prior to the Effective Time represented any outstanding shares of Driven Shares shall be deemed at and after the Effective Time to represent only the right to receive upon surrender as aforesaid the Merger consideration as specified in Section 1.6(b) for the holder thereof or to perfect any rights of appraisal that such holder may have pursuant to the applicable provisions of the N.R.S..

1.8. The Company Capital Stock. The Company agrees that it will cause the Merger Shares at the Effective Time pursuant to **Section 1.6(b)** to be available for such purposes. The Company further covenants that at the Closing, and including the issuance of the Merger Shares, and the shares of Common Stock sold in the "MaximumOffering" (as those terms are defined herein) and following a forward-split of the Common Stock on 12.35 for 1 (12:35:1) basis as set forth herein and the retirement by the Company of 3,500,000 shares of Common Stock held by Mt. Laurel Holdings, Inc. (the "**Share Cancellation**") there will be approximately 41,500,000 shares of the Common Stock issued and outstanding and that, no other common or preferred stock or equity securities or any options, warrants, rights or other agreements or instruments convertible, exchangeable or exercisable into common or preferred stock or other equity securities shall be issued or outstanding.

1.9. Offering. Simultaneously upon the closing of the Merger, the Company shall have consummated an offering of its Common Stock from one or more Subscribers (the "**Subscribers**") who shall purchase not less than One Million (1,000,000) post-Split shares of the Common Stock at the post-Split per share purchase price of $0.20 for an aggregate offering amount of Two Hundred Thousand Dollars ($200,000) (the "**Minimum Offering**"). The Company may offer up to a maximum of Four Million (4,000,000) post-Split shares of Common Stock for proceeds of Eight Hundred Thousand Dollars ($800,000) (the "**Maximum Offering**") , of which Fifty Thousand Dollars ($50,000) shall be designated to Driven's legal fees in connection with the transactions contemplated hereby. The form of Subscription Agreement for the Offering is attached hereto as Exhibit E; and

1.10. Operation of Surviving Company. Driven acknowledges that upon the effectiveness of the Merger, and the compliance by the Company and Acquisition with their respective duties and obligations hereunder, the Company shall have the absolute and unqualified right to deal with the assets and business of the Surviving Company as its own property subject only to the limitations on the disposition or use of such assets or the conduct of such business as existed prior to the Merger.

1.11. Appointment of Officers and Directors. Simultaneously upon consummation of the Closing, the persons set forth on **Exhibit I** shall be appointed to serve as the Company's officers and directors as set forth opposite each of their names to serve until such time as provided in the Bylaws of the Company.

1.12. Closing Events. At the Closing, each of the respective parties shall execute, acknowledge, and deliver (or shall cause to be executed, acknowledged, and delivered) any and all officers' certificates, opinions, financial statements, agreements, resolutions, rulings, or other instruments required by this Agreement to be so delivered at or prior to the Closing, and the documents and certificates provided in **Sections 5.2, 5.4, 6.2, 6.4** and **6.5**, together with such other items as may be reasonably requested by the parties and their respective legal counsel in order to effectuate or evidence the transactions contemplated hereby. If agreed to by the parties, the Closing may take place through the exchange of documents (other than the exchange of stock certificates) by fax, email and/or express courier.

1.13. Exemption From Registration. The Company and Driven intend that the Merger Shares to be issued pursuant to the Merger will be issued in a transaction exempt from registration under the Securities Act.

ARTICLE II
REPRESENTATIONS, COVENANTS, AND
WARRANTIES OF DRIVEN

Driven represents and warrants to the Company, to the knowledge of Driven, that the following representations and warranties in this **Article II** are true and complete as of the date hereof and as of the Closing Date (or in the case of representations and warranties that by their terms speak as of a specified date, as of such specified date), subject to the exceptions disclosed in the disclosure schedules attached hereto (the "**Schedules**") (referencing the appropriate section and subsection numbers of this Agreement; provided, however, that the information set forth in one section or subsection of the Schedules shall be deemed to apply to each other section or subsection thereof to which its relevance is reasonably material to a Company on the face of such disclosure), which exceptions shall be deemed to be part of, and qualifications to, the representations and warranties contained in this **Article II**. For purposes of this **Article II**, the phrase "to the knowledge of Driven" or any phrase of similar import shall be deemed to refer to the actual knowledge of the executive officers of Driven immediately before the Closing.

2.1. Organization. Driven is a corporation duly organized, validly existing, and in good standing under the laws of the state of Nevada. Driven has the power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, including qualification to do business in jurisdictions in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification except where the failure to be so qualified or in good standing, individually or in the aggregate, has not had and would not reasonably be expected to have a Driven Material Adverse Effect (as hereinafter defined). The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof will not, violate any provision of Driven's organizational documents. Driven has taken all action required by laws, its organizational documents, certificate of business registration, or otherwise to authorize the execution and delivery of this Agreement. Driven has full power, authority, and legal right and has taken or will take all action required by law, its organizational, and otherwise to consummate the transactions herein contemplated. For purposes of this Agreement, "**Driven Material Adverse Effect**" means a material adverse effect on the assets, business, condition (financial or otherwise) or results of operations of Driven or its subsidiaries taken as a whole.

2.2. Capitalization. As of the date of this Agreement, Driven's authorized capital stock consists of 110,000,000 shares, par value $0.001 per share of which 100,000,000 shares are designate Common Stock and 10,000,000 shares are designated Preferred Stock (the "Driven Shares"). As of the date hereof, there are 31,190,000 shares of Common Stock and no shares of Preferred Stock issued and outstanding. All of the issued and outstanding Driven Shares are duly authorized, validly issued, fully paid, nonassessable and free of all preemptive rights. There are no other classes of equity, notes, or other indebtedness convertible into Driven Common Stock, outstanding or authorized options, warrants, rights, agreements or commitments to which Driven is a party or which are binding upon Driven providing for the issuance or redemption of any of its membership interests. Except as set forth on Schedule 2.2 hereto, there are no agreements to which the Driven is a party or by which it is bound with respect to the voting (including without limitation voting trusts or proxies), registration under the Securities Act, or sale or transfer (including without limitation agreements relating to pre-emptive rights, rights of first refusal, co-sale rights or "drag-along" rights) of any securities of Driven. To the knowledge of Driven, there are no agreements among other parties to which Driven is a party and by which it is bound with respect to the voting (including without limitation voting trusts or proxies) or sale or transfer (including without limitation agreements relating to rights of first refusal, co-sale rights or "drag-along" rights) of any securities of Driven. All of the issued and outstanding Driven Shares were issued in compliance with applicable federal and state securities laws.

2.3. Financial Statements.

(a) Driven has filed all income tax returns required to be filed by it from its inception to the date hereof. All such returns are complete and accurate in all material respects.

(b) Driven has no liabilities with respect to the payment of federal, county, local, or other taxes (including any deficiencies, interest, or penalties), except for taxes accrued but not yet due and payable, for which Driven may be liable in its own right or as a transferee of the assets of, or as a successor to, any other corporation or entity.

(c) No deficiency for any taxes has been proposed, asserted or assessed against Driven. There has been no tax audit, nor has there been any notice to Driven by any taxing authority regarding any such tax audit, or, to the knowledge of Driven, is any such tax audit threatened with regard to any taxes or Driven tax returns. Driven does not expect the assessment of any additional taxes of Driven for any period prior to the date hereof and has no knowledge of any unresolved questions concerning the liability for taxes of Driven.

(d) Within sixty (60) days of the Closing Date, Driven shall provide to the Company the audited balance sheets, statements of income, shareholders' equity and cash flows of Driven as of December 31, 2017 and 2016 (the "**Driven Balance Sheet Date**") (collectively "**Driven Financial Statements**"). The Driven Financial Statements shall have been prepared from the books and records of Driven in accordance with U.S. Generally Accepted Accounting Principles ("**GAAP**") applied on a consistent basis throughout the periods covered thereby, fairly present the financial condition, results of operations and cash flows of Driven and the Subsidiaries as of the respective dates thereof and for the periods referred to therein, comply as to form with the applicable rules and regulations of the SEC for inclusion of such Driven Financial Statements in the Company Reports and are consistent with the books and records of Driven and any Subsidiaries, except as provided in the notes thereto.

(e) The books and records, financial and otherwise, of Driven are in all material respects complete and correct and have been maintained in accordance with good business and accounting practices.

2.4. Disclosure. No representation or warranty by Driven contained in this Agreement or in any of the agreements or other documents executed pursuant to this Agreement, and no statement contained in any document, certificate or other instrument delivered or to be delivered by or on behalf of Driven pursuant to this Agreement or therein, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading. Driven has disclosed to the Company all material information relating to the business of Driven or the transactions contemplated by this Agreement.

2.5. Undisclosed Liabilities. Driven has no material liability (whether known, whether absolute or contingent, whether liquidated or unliquidated and whether due or to become due), except for (a) liabilities which have arisen in the Ordinary Course of Business (as hereinafter defined) and (b) contractual and other liabilities incurred in the Ordinary Course of Business. As used in this Article II, "**Ordinary Course of Business**" means the ordinary course of Driven's business, consistent with past custom and practice (including with respect to frequency and amount).

2.6. Absence of Certain Changes or Events. Except as set forth in this Agreement, Schedule 2.6 hereto, since the date of the latest balance sheet included in the Driven Financial Statements:

(a) except in the Ordinary Course of Business, there has not been (i) any material adverse change in the business, operations, properties, assets, or condition of Driven; or (ii) any damage, destruction, or loss to Driven (whether or not covered by insurance) materially and adversely affecting the business, operations, properties, assets, or condition of Driven; and

(b) Driven has not (i) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) not otherwise in the Ordinary Course of Business; (ii) paid any material obligation or liability not otherwise in the Ordinary Course of Business (absolute or contingent) other than current liabilities reflected in or shown on the most recent Driven balance sheet, and current liabilities incurred since that date in the Ordinary Course of Business; (iii) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights not otherwise in the Ordinary Course of Business; (iv) made or permitted any amendment or termination of any contract, agreement, or license to which they are a party not otherwise in the Ordinary Course of Business if such amendment or termination is material, considering the business of Driven; or (v) 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).

2.7. Litigation and Proceedings. There are no actions, suits, proceedings, or investigations pending or, to the knowledge of Driven, threatened by or against Driven, or affecting Driven, 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.

2.8. 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, or constitute an event of default under, any material indenture, mortgage, deed of trust, or other material contract, agreement, or instrument to which Driven is a party or to which any of its properties or operations are subject.

2.9. Contracts. Driven has provided, or will provide the Company, copies of all material contracts, agreements, franchises, license agreements, or other commitments to which Driven is a party or by which it or any of its assets, products, technology, or properties are bound.

2.10. Compliance With Laws and Regulations. Driven has complied with all applicable statutes and regulations of any federal, state, county, 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 Driven.

2.11. Approval of Agreement. The Board of Directors of Driven (the "**Driven Board**") and the Driven Shareholders will have authorized the execution and delivery of this Agreement by Driven and will have approved the transactions contemplated hereby prior to the Closing. This Agreement has been duly and validly executed and delivered by Driven and constitutes a valid and binding obligation of Driven, enforceable against Driven in accordance with its terms.

2.12. Title and Related Matters. Driven has good and marketable title to all of its properties, interest in properties, and assets, real and personal, free and clear of all liens, pledges, charges, or encumbrances except statutory liens or claims not yet delinquent, those arising in the Ordinary Course of Business, and those disclosed in Schedule 2.12 hereto.

2.13. Governmental Authorizations. Driven has all licenses, franchises, permits, and other government authorizations, that are legally required to enable it to conduct its business operations in all material respects as conducted on the date hereof. Except for compliance with federal and state securities or corporation laws, as hereinafter provided, no authorization, approval, consent, or order of, or registration, declaration, or filing with, any court or other governmental body is required in connection with the execution and delivery by Driven of this Agreement and the consummation by Driven of the transactions contemplated hereby.

2.14. Continuity of Business Enterprises. Driven has no commitment or present intention to liquidate Driven or sell or otherwise dispose of a material portion of its business or assets following the consummation of the transactions contemplated hereby.

2.15. Driven Shareholders. The Driven Shareholders have full right, power, and authority to transfer, assign, convey, and deliver their respective Driven Shares; and delivery of such Driven Shares at the Closing will convey to the Company good and marketable title to such Driven Shares free and clear of any claims, charges, equities, liens, security interests, and encumbrances except for any such claims, charges, equities, liens, security interests, and encumbrances arising out of such Driven Shares being held by the Company.

2.16. No Brokers. Driven has not entered into any contract with any person, firm or other entity that would obligate Driven or the Company to pay any commission, brokerage or finders' fee in connection with the transactions contemplated hereby.

2.17. Subsidiaries. Except as set forth as Schedule 2.17, Driven has no subsidiaries.

2.18. Intellectual Property. Driven owns or has the right to use all Intellectual Property (as hereinafter defined) necessary (a) to use, manufacture, market and distribute the products manufactured, marketed, sold or licensed, and to provide the services provided, by Driven to other parties (together, the "**Customer Deliverables**") and (b) to operate the internal systems of Driven that are material to its business or operations, including, without limitation, computer hardware systems, software applications and embedded systems (the "**Internal Systems**"). The Intellectual Property owned by or licensed to Driven and incorporated in or underlying the Customer Deliverables or the Internal Systems is referred to herein as the "**Driven Intellectual Property**"). Each item of Driven Intellectual Property will be owned or available for use by the Company immediately following the Closing on substantially identical terms and conditions as it was immediately prior to the Closing. Driven has taken all reasonable measures to protect the proprietary nature of each item of Driven Intellectual Property. To the knowledge of Driven, (i) no other person or entity has any rights to any of Driven Intellectual Property owned by Driven except pursuant to agreements or licenses entered into by Driven and such person in the ordinary course, and (ii) no other person or entity is infringing, violating or misappropriating any of Driven Intellectual Property. For purposes of this Agreement, "**Intellectual Property**" means all patents and patent applications, copyrights and registrations thereof, computer software, data and documentation, trade secrets and confidential business information, whether patentable or unpatentable and whether or not reduced to practice, know-how, manufacturing and production processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, trademarks, service marks, trade names, domain names and applications and registrations therefor, and other proprietary rights relating to any of the foregoing.

2.19. Certain Business Relationships With Affiliates. Except as set forth in Schedule 2.19 hereto, or as contemplated by employment agreements, consulting agreements and the agreements contemplated by the transactions contemplated by this Agreement, no affiliate of Driven (a) owns any property or right, tangible or intangible, which is used in the business of Driven, (b) has any claim or cause of action against Driven, or (c) owes any money to, or is owed any money by, Driven.

ARTICLE III
REPRESENTATIONS, COVENANTS, AND
WARRANTIES OF THE COMPANY AND ACQUISITION

The Company and Acquisition represent and warrant to Driven that the following representations and warranties in this **Article III** are true and complete as of the date hereof and as of the Closing Date (or in the case of representations and warranties that by their terms speak as of a specified date, as of such specified date), subject to the exceptions disclosed in the disclosure schedules attached hereto (the "**Schedules**") (referencing the appropriate section and subsection numbers of this Agreement; provided, however, that the information set forth in one section or subsection of the Schedules shall be deemed to apply to each other section or subsection thereof to which its relevance is reasonably Company on the face of such disclosure), which exceptions shall be deemed to be part of, and qualifications to, the representations and warranties contained in this **Article III**. For purposes of this **Article III**, the phrase "to the knowledge of the Company," "to the knowledge of Acquisition," or any phrase of similar import shall be deemed to refer to the actual knowledge of the executive officers of the Company or Acquisition, as applicable, immediately before the Closing.

3.1. Organization.

(a) The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has the corporate power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, and there is no jurisdiction in which it is not qualified in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. Included in the **Company Reports** (as hereinafter defined) are complete and correct copies of the Certificate of Incorporation and Bylaws of the Company, and all amendments thereto, as in effect on the date hereof. 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's Certificate of Incorporation or Bylaws. The Company has taken all action required by law, its Certificate of Incorporation, its Bylaws, 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, its Certificate of Incorporation, Bylaws, or otherwise to consummate the transactions contemplated hereby.

(b) Acquisition 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, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, and there is no jurisdiction in which it is not qualified in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. Attached hereto as **Exhibits J** and **K**, respectively, are complete and correct copies of the Certificate of Incorporation and Bylaws of Acquisition, and all amendments thereto, as in effect on the date hereof. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Acquisition's Certificate of Incorporation or Bylaws. Acquisition has taken all action required by law, its Certificate of Incorporation, its Bylaws, or otherwise to authorize the execution and delivery of this Agreement, and Acquisition has full power, authority, and legal right and has taken all action required by law, its Certificate of Incorporation, Bylaws, or otherwise to consummate the transactions contemplated hereby.

3.2. Capitalization.

(a) The authorized capital stock of the Company consists of 90,000,000 shares of which 75,000,000 shares are designated Common Stock and 15,000,000 shares are designated blank check preferred stock, par value $0.0001 per share (the "Preferred Stock"). Immediately before the Closing there will be 4,107,000 shares of the Common Stock issued and outstanding, no shares of Preferred Stock issued and outstanding. Immediately following the Closing, and upon issuance of the Merger Shares and assuming the full amount of 2,500,000 shares of Common Stock have been sold in the Offering, there shall be 40,000,000 shares of Common Stock issued and outstanding, no shares of preferred stock issued and outstanding. All of the issued and outstanding shares of the Common Stock and Preferred Stock are duly authorized, validly issued, fully paid, nonassessable and free of all pre-emptive rights. There are no outstanding or authorized options, warrants, rights, agreements or commitments to which the Company is a party or which are binding upon the Company providing for the issuance or redemption of any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock or similar rights with respect to the Company. There are no agreements to which the Company is a party or by which it is bound with respect to the voting (including without limitation voting trusts or proxies), registration under the Securities Act, or sale or transfer (including without limitation agreements relating to pre-emptive rights, rights of first refusal, co-sale rights or "drag-along" rights) of any securities of the Company. There are no agreements among other parties to which the Company is a party and by which it is bound, with respect to the voting (including without limitation voting trusts or proxies) or sale or transfer (including without limitation agreements relating to rights of first refusal, co-sale rights or "drag-along" rights) of any securities of the Company. All of the issued and outstanding shares of the Common Stock were issued in compliance with applicable federal and state securities laws. The Merger Shares to be issued at the Closing pursuant this Agreement, when issued and delivered in accordance with the terms hereof, shall be duly and validly issued, fully paid and nonassessable and free of all preemptive rights.

(b) The authorized capital stock of Acquisition consists of 2,000 shares of common stock, par value $0.00001 per share, of which 1,000 shares will be issued and outstanding. All of the issued and outstanding shares of common stock of Acquisition are owned by the Company. All the issued and outstanding shares of common stock of Acquisition are duly authorized, validly issued, fully paid, nonassessable and free of all pre-emptive rights. There are no outstanding or authorized options, warrants, rights, agreements or commitments to which Acquisition is a party or which are binding upon Acquisition providing for the issuance or redemption of any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock or similar rights with respect to Acquisition. There are no agreements to which Acquisition is a party or by which it is bound with respect to the voting (including without limitation voting trusts or proxies), registration under the Securities Act, or sale or transfer (including without limitation agreements relating to pre-emptive rights, rights of first refusal, co-sale rights or "drag-along" rights) of any securities of Acquisition.

(c) Acquisition is a wholly-owned subsidiary of the Company that was formed specifically for the purpose of the Merger and that has not conducted any business or acquired any property, and will not conduct any business or acquire any property prior to the Closing Date.

3.3. Financial Statements. The audited financial statements and unaudited interim financial statements of the Company included in the Company Reports (collectively, the "**Company Financial Statements**") (a) complied as to form in all material respects with applicable accounting requirements and, as appropriate, the published rules and regulations of the SEC with respect thereto when filed, (b) were prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby (except as may be indicated therein or in the notes thereto, and in the case of quarterly financial statements, as permitted by Form 10-Q under the Exchange Act), (c) fairly present the consolidated financial condition, results of operations and cash flows of the Company as of the respective dates thereof and for the periods referred to therein, and (d) are consistent with the books and records of the Company.

3.4. Securities Act and Exchange Act Filings. The Company has furnished or made available to Driven complete and accurate copies, as amended or supplemented, of its (a) Annual Report on Form 10-K for the fiscal year ended December 31, 2017, and (b) all other reports filed by the Company under Section 13 or 15(d) of the Exchange Act and all proxy or information statements filed by the Company under subsections (a) or (c) of Section 14 of the Exchange Act with the SEC since March 1, 2016 (such documents are collectively referred to herein as the "**Company Reports**"). The Company Reports constitute all of the documents required to be filed by the Company under Section 13 or subsections (a) or (c) of Section 14 of the Exchange Act with the SEC from March 1, 2016 through the date of this Agreement. The Company Reports complied in all material respects with the requirements of the Exchange Act and the rules and regulations thereunder when filed. As of their respective dates, the Company Reports did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

3.5. Undisclosed Liabilities. Except as set forth in the Company Financial Statements, neither the Company nor any Subsidiary has any material liability (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated and whether due or to become due), except for (a) liabilities shown on the Company Reports, (d) liabilities which have arisen since the date of the Company Reports in the Ordinary Course of Business (as hereinafter defined) and (c) contractual and other liabilities incurred in the Ordinary Course of Business which are not required by GAAP to be reflected on a balance sheet. As used in this Article III, "**Ordinary Course of Business**" means the ordinary course of the Company's business, consistent with past custom and practice (including with respect to frequency and amount).

3.6. Absence of Certain Changes or Events. Except as set forth in this Agreement, Schedule 3.6 hereto, or in the Company Reports, since the date of the latest balance sheet included in the Company Reports:

(a) there has not been any material adverse change, financial or otherwise, in the business, operations, properties, assets, or condition of the Company or Acquisition (whether or not covered by insurance) materially and adversely affecting the business, operations, properties, assets, or condition of the Company or Acquisition;

(b) neither the Company nor Acquisition has (i) amended its Certificate of Incorporation or Bylaws; (ii) declared or made, or agreed to declare or make any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its capital stock; (iii) waived any rights of value which in the aggregate are extraordinary or material considering the business of the Company or Acquisition; (iv) made any material change in its method of management, operation, or accounting; (v) entered into any other material transactions; (vi) made any accrual or arrangement for or payment of bonuses or special compensation of any kind or any severance or termination pay to any present or former officer or employee; (vii) increased the rate of compensation payable or to become payable by it to any of its officers or directors or any of its employees; or (viii) made any increase in 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;

(c) neither the Company nor Acquisition has (i) granted or agreed to grant any options, warrants, or other rights for its stocks, bonds, or other corporate securities calling for the issuance thereof; (ii) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) except liabilities incurred in the Ordinary Course of Business; (iii) paid or agreed to pay any material obligation or liability (absolute or contingent) other than current liabilities reflected in or shown on the most recent the Company Reports and current liabilities incurred since that date in the Ordinary Course of Business and professional and other fees and expenses incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby; (iv) sold or transferred, or agreed to sell or transfer, any of its assets, property, or rights (except assets, property, or rights not used or useful in its business which, in the aggregate have a value of less than $25,000), or canceled, or agreed to cancel, any debts or claims (except debts or claims which in the aggregate are of a value of less than $25,000); (v) made or permitted any amendment or termination of any contract, agreement, or license to which it is a party if such amendment or termination is material, considering the business of the Company or Acquisition; or (vi) 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;

(d) to the knowledge of the Company, it has not become subject to any statute or regulation which materially and adversely affects, or in the future may adversely affect, the business, operations, properties, assets, or condition of the Company; and

(e) to the knowledge of Acquisition, it has not become subject to any statute or regulation which materially and adversely affects, or in the future may adversely affect, the business, operations, properties, assets, or condition of Acquisition.

3.7. Title and Related Matters. The Company has good and marketable title to all of its properties, interest in properties, and assets, real and personal, which are reflected in the Company Reports or acquired after that date (except properties, interest in properties, and assets sold or otherwise disposed of since such date in the Ordinary Course of Business), free and clear of all liens, pledges, charges, or encumbrances except:

(a) statutory liens or claims not yet delinquent;

(b) such imperfections of title and easements as do not and will not materially detract from or interfere with the present or proposed use of the properties subject thereto or affected thereby or otherwise materially impair present business operations on such properties; and

(c) as described in the Company Reports.

3.8. Litigation and Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of the Company, threatened by or against or affecting the Company, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind except as specifically disclosed in the Company Reports.

3.9. Contracts. The Company is not a party to any material contract, agreement, or other commitment, except as specifically disclosed in the Company Reports.

3.10. 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, or constitute a default under, any indenture, mortgage, deed of trust, or other material agreement or instrument to which the Company is a party or to which it or any of its assets or operations are subject.

3.11. Governmental Authorizations. Except as disclosed in the Company Reports, the Company is not required to have any licenses, franchises, permits, and other government authorizations, that are legally required to enable it to conduct its business operations in all material respects as conducted on the date hereof. Except for compliance with federal and state securities or corporation laws, as hereinafter provided, no authorization, approval, consent, or order of, or registration, declaration, or filing with, any court or other governmental body is required in connection with the execution and delivery by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby.

3.12. Compliance With Laws and Regulations. Except as disclosed in the Company Reports, the Company:

(a) is in compliance with each applicable law (including rules and regulations thereunder) of any federal, state, local or foreign government, or any governmental entity, except for any violations or defaults that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect (as hereinafter defined);

(b) has complied with all federal and state securities laws and regulations, including being current in all of its reporting obligations under such federal and state securities laws and regulations;

(c) has not, and the past and present officers, directors and affiliates of the Company have not, been the subject of, nor does any officer or director of the Company have any reason to believe that the Company or any of its officers, directors or affiliates will be the subject of, any civil or criminal proceeding or investigation by any federal or state agency alleging a violation of securities laws;

(d) has not been the subject of any voluntary or involuntary bankruptcy proceeding, nor has it been a party to any material litigation;

(e) has not, and the past and present officers, directors and affiliates have not, been the subject of, nor does any officer or director of the Company have any reason to believe that the Company or any of its officers, directors or affiliates will be the subject of, any civil, criminal or administrative investigation or proceeding brought by any federal or state agency having regulatory authority over such entity or person;

(f) does not and will not immediately prior to the Closing, have any liabilities, contingent or otherwise and is not a party to any executory agreements;

(g) is not a “blank check company” as such term is defined by Rule 419 adopted under the Securities Act; and

(h) is not a "shell company" as such term is defined by Rule 12b-2 adopted under the Exchange Act.

For purposes of this Agreement, a "**Company Material Adverse Effect**" means a material adverse effect on the assets, business, condition (financial or otherwise) or results of operations of the Company or its subsidiaries taken as a whole.

3.13. Insurance. Schedule 3.13 sets forth a true and complete list of all insurance policies providing insurance coverage of any nature to the Company. Such policies provide adequate and customary coverage for the operation of the Company's business as currently operated and are sufficient for compliance by the Company with all requirements of law and all material agreements to which the Company is a party or by which any of the assets of Seller are bound. All of such policies are in full force and effect and are valid and enforceable in accordance with their terms, and Seller has complied with all terms and conditions of such policies, including premium payments. None of the insurance carriers has indicated to the Seller its intention to cancel, or alter the coverage under such policies. All applications for such policies are accurate in all material respects. The Company does not have any claim pending against any of the insurance carriers under such policies and there has been no actual or alleged occurrence of any kind which would give rise to any such claim and the Company has not made any claims under any policy at any time, except for those specified claims set forth on Schedule 3.13.

3.14. Approval of Agreement. At the Closing, the board of directors of the Company (the "**Company Board**") and the Shareholders of Acquisition shall have authorized the execution and delivery of this Agreement by the Company and Acquisition and have approved this Agreement and the transactions contemplated hereby.

3.15. Material Transactions With Affiliates. Except as disclosed herein and in the Company Reports, there exists no material contract, agreement, or arrangement between the Company and any person who was at the time of such contract, agreement, or arrangement an officer, director, or person owning of record or known by the Company to own beneficially any common stock of the Company and which is to be performed in whole or in part after the date hereof or was entered into not more than three (3) years prior to the date hereof.

3.16. Employment Matters. No labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which could reasonably be expected to result in a Company Material Adverse Effect. None of the Company's or any of its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. To the knowledge of the Company, no executive officer of the Company or any Subsidiary, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

3.17. No Brokers. The Company has not entered into any contract with any person, firm or other entity that would obligate Driven or the Company to pay any commission, brokerage or finders' fee in connection with the transactions contemplated herein.

3.18. Subsidiaries. The Company's subsidiaries are set forth on Schedule 3.18.

3.19. Disclosure. No representation or warranty by the Company contained in this Agreement, and no statement contained in any document, certificate or other instrument delivered or to be delivered by or on behalf of the Company pursuant to this Agreement or therein, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading. the Company has disclosed to Driven all material information relating to the business of the Company or the transactions contemplated by this Agreement.

ARTICLE IV
SPECIAL COVENANTS

4.1. Current Report. In connection with the Closing, the parties shall file a current report on Form 8-K relating to this Agreement and the transactions contemplated hereby (the "**Current Report**"). Each of Driven and the Company shall cause the Current Report to be filed with the SEC no later than four (4) business days of the Closing and to otherwise comply with all requirements of applicable federal and state securities laws.

4.2. Actions of Acquisition. Prior to the Closing, the Company shall cause and demonstrate to Driven the following actions have been taken by the written consent of the Company, the holder of all of the outstanding shares of common stock of Acquisition:

(a) the approval of this Agreement and the transactions contemplated hereby; and

(b) such other actions as Driven may determine are necessary or appropriate.

4.3. Actions of Driven. Prior to the Closing, Driven shall cause and demonstrate to the Company the following actions have been taken by the written consent of the holders of the outstanding Driven Shares:

(a) the approval of this Agreement and the transactions contemplated hereby; and

(b) such other actions as the Company may determine are necessary or appropriate.

4.4. Access to Properties and Records. The Company and Driven will each afford to the officers and authorized representatives of the other reasonable access to the properties, books, and records of the Company or Driven in order that each may have 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 Driven as the other shall from time to time reasonably request.

4.5. Delivery of Books and Records. At the Closing, Driven shall deliver to the Company, Driven's minute books, books of account, contracts, records, and all other books or documents.

4.6. Actions Prior to Closing by Both Parties.

(a) From and after the date of this Agreement until the Closing Date and except as permitted or contemplated by this Agreement, the Company, Driven and Acquisition will each: (i) carry on its business in substantially the same manner as it has heretofore; (ii) maintain and keep its properties in states of good repair and condition as at present, except for depreciation due to ordinary wear and tear and damage due to casualty; (iii) maintain in full force and effect insurance comparable in amount and in scope of coverage to that now maintained by it; (iv) perform in all material respects all of its obligation under material contracts, leases, and instruments relating to or affecting its assets, properties, and business; (v) use its best efforts to maintain and preserve its business organization intact, to retain its key employees, and to maintain its relationship with its material suppliers and customers; and (vi) fully comply with and perform in all material respects all obligations and duties imposed on it by all federal and state laws and all rules, regulations, and orders imposed by federal or state governmental authorities.

(b) Except as set forth herein, from and after the date of this Agreement until the Closing Date, none of the Company, Driven, or Acquisition will: (i) make any change in their organizational documents, charter documents or Bylaws; (ii) take any action described in **Section 2.6** in the case of Driven, or in **Section 3.6** in the case of the Company or Acquisition (all except as permitted therein or as disclosed in the applicable party's schedules); (iii) enter into or amend any contract, agreement, or other instrument of any of the types described in such party's schedules, except that a party may enter into or amend any contract, agreement, or other instrument in the Ordinary Course of Business involving the sale of goods or services, or (iv) make or change any material tax election, settle or compromise any material tax liability or file any amended tax return.

4.7. Indemnification.

(a) Indemnification by Driven. Driven hereby agrees to defend and indemnify the Company and Acquisition and each of the officers, agents and directors of the Company and Acquisition as of the date of this Agreement against any loss, liability, claim, damage, or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made in **Article II**. The indemnification provided for in this **Section 4.8(a)** shall not survive the Closing and consummation of the transactions contemplated hereby but shall survive the termination of this Agreement pursuant to **Section 7.1(b**).

(b) Indemnification by the Company. The Company hereby agrees to defend and indemnify Driven and each of the officers or agents of Driven as of the date of this Agreement against any loss, liability, claim, damage, or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made in **Article III**. The indemnification provided for in this **Section 4.7(b)** shall survive the Closing and consummation of the transactions contemplated hereby and shall survive the termination of this Agreement pursuant to **Section 7.1(c)**. In addition, for the sake of clarity, the representations listed in Section 3.12, including Section 3.12(h), shall survive the Closing, and the Company shall be liable for, and shall pay, any and all damages, costs, expenses, legal fees, accounting fees, or other liabilities that occur based on a breach of the representation made in Section 3.12(h), including the filing of any "super" Form 8-K to provide Form 10 Information.

4.8. Lockup Periods.

(a) Lockup of Merger Shares. The Merger Shares shall not be, for a period of twelve (12) months following their issuance, without the prior written consent of the Company, directly or indirectly, (i) be offered, sold, offered to sell, contracted to sell, hedged, pledged, or otherwise transferred or disposed of. The Parties agree that the Merger Shares when issued, will be printed with a legend indicating that all of the Merger Shares are subject to the lockup provisions of this Section 4.8(a).

(b) Lockup of Other Issued Shares. Any securities of the Company, or securities of the Company convertible into other securities of the Company, issued from the Closing until the twelve month anniversary thereof (the "Other Issued Shares") shall not be, without the prior written consent of the Company, directly or indirectly, (i) offered, sold, offered to sell, contracted to sell, hedged, pledged, or otherwise transferred or disposed of. The Parties agree that the Other Issued Shares when issued, will be printed with a legend indicating that all of the Other Issued Shares are subject to the lockup provisions of this Section 4.8(b)

ARTICLE V
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE COMPANY AND ACQUISITION

The obligations of the Company and Acquisition under this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions:

5.1. Accuracy of Representations; Performance. The representations and warranties made by Driven 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), and Driven shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by Driven prior to or at the Closing. The Company may request to be furnished with a certificate, signed by a duly authorized officer of Driven and dated the Closing Date, to the foregoing effect.

5.2. Officer's Certificates. The Company shall have been furnished with a certificate dated the Closing Date and signed by a duly authorized officer of Driven to the effect that no litigation, proceeding, investigation, or inquiry is pending or, to the best knowledge of Driven 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 a disclosure schedule, by or against Driven which might result in any material adverse change in any of the assets, properties, business, or operations of Driven.

5.3. No Material Adverse Change. Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business, or operations of Driven, nor shall any event have occurred which, with the lapse of time or the giving of notice, may cause or create any material adverse change in the financial condition, business, or operations of Driven.

5.4. Other Items.

(a) The Company shall have received such further documents, certificates, or instruments relating to the transactions contemplated hereby as the Company may reasonably request.

(b) The Company shall have conducted a complete and satisfactory due diligence review of Driven.

(c) The transactions contemplated by this Agreement shall have been approved by the Driven Board and the Driven Shareholders.

(d) Any necessary third-party consents shall be obtained prior to Closing, including but not limited to consents necessary from Driven's lenders, creditors, vendors and lessors.

5.5. Delivery of Financial Statements. Driven shall have delivered the Driven Financial Statements required in Section 2.3(e); unless waived by the Company, but which shall be delivered not more than sixty (60) days following the Closing.

5.6. Good Standing. The Company shall have received a certificate of good standing from the state of Nevada, dated as of a date within five (5) days prior to the Closing Date certifying that Driven is in good standing as a corporation in the state of Nevada and has filed all tax returns required to have been filed by it to date and has paid all taxes reported as due thereon.

ARTICLE VI
CONDITIONS PRECEDENT TO OBLIGATIONS OF DRIVEN

The obligations of Driven under this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions:

6.1. Accuracy of Representations; Performance. The representations and warranties made by the Company and Acquisition 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, and the Company and Acquisition shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by the Company and Acquisition prior to or at the Closing. Driven shall have been furnished with a certificate, signed by a duly authorized executive officer of the Company and dated the Closing Date, to the foregoing effect.

6.2. Officer's Certificate. Driven shall have been furnished with a certificate dated the Closing Date and signed by a duly authorized executive officer 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.

6.3. No Material Adverse Change. Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business, or operations of the Company nor shall any event have occurred which, with the lapse of time or the giving of notice, may cause or create any material adverse change in the financial condition, business, or operations of the Company.

6.4. Good Standing. Driven shall have received certificates of good standing from the Secretary of State of Delaware, or other appropriate office, dated as of a date within five (5) days prior to the Closing Date certifying that the Company is in good standing as corporation in the state of Delaware and have filed all tax returns required to have been filed by it to date and has paid all taxes reported as due thereon.

6.5. Other Items.

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

(b) Driven shall have conducted a complete and satisfactory due diligence review of the Company.

(c) The transactions contemplated by this Agreement shall have been approved by the Board of Directors of the Company and Acquisition.

(d) Any necessary third-party consents shall be obtained prior to Closing, including but not limited to consents necessary from the Company's lenders, creditors, vendors and lessors.

(e) There shall have been no material adverse changes in the Company or Acquisition, financial or otherwise.

(f) Except as set forth herein, there shall be no Common Stock Equivalents outstanding as of immediately prior to the Closing. For purposes of the foregoing, "Common Stock Equivalents" means any subscriptions, warrants, options or other rights or commitments of any character to subscribe for or purchase from the Company, or obligating the Company to issue, any shares of any class of the capital stock of the Company or any securities convertible into or exchangeable for such shares.

(g) The parties shall have prepared and agreed upon the content of Form 8-K to be filed pursuant to Section 4.1 hereof.

(h) As soon as practicable following the Effective Time, the Certificate of Incorporation of the Company shall be amended (the "Amendment"), in a manner reasonably acceptable to Driven, to: (i) change the name of the Company to "Driven Deliveries, Inc."; and (ii) to effect a forward stock split on an 12.35 for 1 (12.35:1) basis (the "Stock Split").

6.6. Consummation of the Offering. The aggregate offering amount of the Offering as set forth in Section 1.9 shall have been raised.

ARTICLE VII
TERMINATION

7.1. Termination.

(a) This Agreement may be terminated by either the Driven Board or the Company Board at any time prior to the Closing Date if: (i) there shall be any actual or threatened action or proceeding before any court or any governmental body which shall seek to restrain, prohibit, or invalidate the transactions contemplated by this Agreement and which, in the judgment of such board of directors, made in good faith and based on the advice of its legal counsel, makes it inadvisable to proceed with the Merger contemplated by this Agreement; (ii) any of the transactions contemplated hereby are disapproved by any regulatory authority whose approval is required to consummate such transactions or in the judgment of such board of directors, made in good faith and based on the advice of counsel, there is substantial likelihood that any such approval will not be obtained or will be obtained only on a condition or conditions which would be unduly burdensome, making it inadvisable to proceed with the Merger; (iii) there shall have been any change after the date of the latest balance sheets of Driven or the Company, respectively, in the assets, properties, business, or financial condition of Driven or the Company, which could have a materially adverse affect on the value of the business of Driven or the Company, respectively, as the case may be, dated as of the date of execution of this Agreement; or (iv) the Closing Date shall not have occurred by September 15, 2018. In the event of termination pursuant to this **Section 7.1(a)**, no obligation, right, or liability shall arise hereunder, and each party shall bear all of the expenses incurred by it in connection with the negotiation, drafting, and execution of this Agreement and the transactions contemplated hereby.

(b) This Agreement may be terminated at any time prior to the Closing by action of the Company or Acquisition if Driven fails to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of Driven contained herein shall be inaccurate in any material respect, and, in either case if such failure is reasonably subject to cure, it remains uncured for three (3) days after notice of such failure is provided to Driven. If this Agreement is terminated pursuant to this **Section 7.1(b)**, this Agreement shall be of no further force or effect, and no obligation, right, or liability shall arise hereunder.

(c) This Agreement may be terminated at any time prior to the Closing by action of the Driven Board if the Company or Acquisition fails to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of the Company or Acquisition contained herein shall be inaccurate in any material respect, and, in either case if such failure is reasonably subject to cure, it remains uncured for three (3) days after notice of such failure is provided to the Company. If this Agreement is terminated pursuant to this **Section 7.1(c)**, this Agreement shall be of no further force or effect, and no obligation, right, or liability shall arise hereunder.

ARTICLE VIII
MISCELLANEOUS

8.1. Governing Law. 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 matters of state law, with the laws of Delaware. Any dispute arising under or in any way related to this Agreement will be determined exclusively in the Federal or State Courts, for the County of New York, State of New York.

8.2. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if personally delivered to it or sent by registered mail or certified mail, postage prepaid, or by prepaid telegram and any such notice or communication shall be deemed to have been given as of the date so delivered, mailed, or telegraphed.

8.3. 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 breaching party or parties shall reimburse the non-breaching party or parties for all costs, including reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

8.4. Confidentiality. The Company, on the one hand, and Driven, on the other hand, will keep confidential all information and materials regarding the other party designated by such party as confidential. The provisions of this **Section 8.4** shall not apply to any information which is or shall become part of the public domain through no fault of the party subject to the obligation from a third party with a right to disclose such information free of obligation of confidentiality. The Company and Driven agree that no public disclosure will be made by either party of the existence of the transactions contemplated by this Agreement or any of its terms without first advising the other party and obtaining its prior written consent to the proposed disclosure, unless such disclosure is required by law, regulation or stock exchange rule.

8.5. Expenses. Except as otherwise set forth herein, each party shall bear its own costs and expenses associated with the transactions contemplated by this Agreement.

8.6. Schedules; Knowledge. Each party is presumed to have full knowledge of all information set forth in the other party's schedules delivered pursuant to this Agreement.

8.7. Third Party Beneficiaries. This contract is solely between the Company, Acquisition and Driven and, except as specifically provided, no director, officer, stockholder, employee, agent, independent contractor, or any other person or entity shall be deemed to be a third party beneficiary of this Agreement.

8.8. Entire Agreement. This Agreement represents the entire agreement between the parties relating to the transaction. There are no other courses of dealing, understandings, agreements, representations, or warranties, written or oral, except as set forth herein.

8.9. Survival. The representations and warranties of the respective parties shall survive the Closing and the consummation of the transactions contemplated hereby.

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

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

8.12. Press Releases and Announcements. No party shall issue any press release or public announcement relating to the subject matter of this Agreement without the prior written approval of the other parties; provided, however, that any party may make any public disclosure it believes in good faith is required by applicable law, regulation or stock market rule (in which case the disclosing party shall use reasonable efforts to advise the other parties and provide them with a copy of the proposed disclosure prior to making the disclosure).

(Signature page to follow.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above-written.

Chris Boudreau
Fleming J.H. Hansen

DRIVEN DELIVERIES, INC.
a Nevada corporation

By: _____
Name: Chris Boudreau
Title:

RESULTS –BASED OUTSOURCING, INC.

By: _____
Name: Fleming J.H. Hansen
Title: President, Director

DRIVEN ACQUISITION CORP.
a Nevada corporation

By: _____
Name: Chris Boudreau
Title: President

SCHEDULE 1.8

Driven Warrants

1) Beaumont—25,000 shares at $0.50 per share expiring February 1, 2021

2) LNAG—37,500 shares at $0.50 per share expiring November 3, 2020

SCHEDULE 2.2

Agreements Regarding Driven Shares

None

SCHEDULE 2.6

Material Adverse Changes

None

SCHEDULE 2.12

Title and Related Matters

None

SCHEDULE 2.17

Subsidiaries

None

SCHEDULE 2.19

Related Party Transactions

None

SCHEDULE 3.2 (A)

Capitalization Schedule

Authorized Common Stock	75,000,000
Issued Common Stock	4,107,000
Outstanding Common Stock	4,107,000
Treasury Stock	0
Shares reserved for issuance under equity compensation plans	0
Options to purchase Common Stock	0
Warrants to purchase Common Stock	0
Authorized Preferred Stock	15,000,000
Issued Preferred Stock	0

SCHEDULE 3.6

Material Adverse Changes

None

EXHIBIT A

Certificate of Merger

EXHIBIT B

Articles of Incorporation of Driven

EXHIBIT C

Bylaws of Driven

EXHIBIT D

Executive Officers

Name:	**Title:**
Chris Boudreau	President, CEO, COO
Brian Hayek	Secretary, Treasurer, CFO

EXHIBIT E

Subscription Agreement

EXHIBIT I

Officers and Directors of the Company Following the Merger

Officers:

Chris Boudreau	President, CEO, COO
Brian Hayek	Secretary, Treasurer, CFO

Directors:

Chris Boudreau

Brian Hayek

EXHIBIT J

Articles of Incorporation of Acquisition

EXHIBIT K

Bylaws of Acquisition

Exhibit 3.1

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
Results-Based Outsourcing, Inc.

Results-Based Outsourcing, Inc. (the “Company”), a corporation organized and existing under the General Corporation Law of the State of Delaware (the “General Corporation Law”) hereby certifies as follows:

1. Pursuant to Sections 141, 228 and 242 of the General Corporation Law, the amendments and restatements herein set forth have been duly approved by the Board of Directors and stockholders of Results-Based Outsourcing, Inc.

2. Pursuant to Section 245 of the General Corporation Law, this Amended and Restated Certificate of Incorporation restates and integrates and further amends the provisions of the Certificate of Incorporation of Digital Commerce Solutions Inc. filed on July 22, 2013.

3. This Amended and Restated Certificate of Incorporation herein shall be effective upon filing.

4. The text of the Certificate of Incorporation is hereby amended and restated in its entirety as follows:

FIRST: The name of the corporation shall be: **Driven Deliveries, Inc.**

SECOND: Its registered office in the State of Delaware is located at [16192 Coastal Highway, Lewes, Delaware J 9958-9776, County of Sussex.] The registered agent in charge thereof is [Harvard Business Services, Inc.]

THIRD: The purpose of the corporation is to engage in any lawful activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH:

(a) Effective upon the filing of these Amended and Restated Articles of Incorporation (the "Effective Time"), a 12.35 for 1 stock split of the Common Stock will be effectuated. As of the Effective Time, every one (1) share of Common Stock issued and outstanding immediately prior to the Effective Time (the "Old Common Stock") will be automatically and without any action on the part of the holder thereof reclassified as and converted into 12.35 shares of Common Stock (the "New Common Stock"). Each stock certificate that, immediately prior to the Effective Time, represented shares of Old Common Stock (each, an “Old Certificate”) shall, from and after the Effective Time, automatically and without the necessity of presenting the same for exchange, represent that the number of whole shares of New Common Stock into which the shares of Old Common Stock represented by such certificate shall have been reclassified (each, a “New Certificate”). If more than one Old Certificate shall be surrendered at one time for the account of the same stockholder, the number of full shares of New Common Stock for which New Certificates shall be issued shall be computed on the basis of the aggregate number of shares represented by the Old Certificates so surrendered. If any New Certificate is to be issued in a name other than that in which the Old Certificates surrendered for exchange are issued, the Old Certificates so surrendered shall be properly endorsed and otherwise in proper form for transfer, and the person or persons requesting the exchange shall affix any requisite stock transfer tax stamps to the Old Certificates surrendered, or provide funds for their purchase, or establish to the satisfaction of the transfer agent that the taxes are not payable. From and after the Effective Time the amount of capital represented by the shares of the New Common Stock into which and for which the shares of the Old Common Stock are reclassified under the terms hereof shall be the same as the amount of capital represented by the shares of Old Common Stock so reclassified, until thereafter reduced or increased in accordance with applicable law.

(b) The total number of shares of Common Stock which this corporation shall have authority to issue is 200,000,000 shares of Common Stock, par value $0.0001 per share (the “Common Stock”) and 15,000,000 shares of Preferred Stock, par value $0.0001 per share (the “Preferred Stock”).

(c) Preferred Stock. Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized to provide for the issuance of shares of Preferred Stock in series and, by filing a certificate pursuant to the General Corporation Law of the State of Delaware (hereinafter, along with any similar designation relating to any other class of stock that may hereafter be authorized, referred to as a “Preferred Stock Designation”), to establish from time to time the number of shares to be included in each such series, and to fix the designation, power, preferences and rights of the shares of each such series and the qualifications, limitations and restrictions thereof. The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

(i) The designation of the series, which may be by distinguishing number, letter or title;

(ii) The number of shares of the series, which number the Board of Directors may thereafter (except where otherwise provided in the Preferred Stock Designation) increase or decrease (but not below the number of shares thereof then outstanding);

(iii) The amounts payable on, and the preferences, if any, of shares of the series in respect of dividends, and whether such dividends, if any, shall be cumulative or noncumulative;

(iv) Dates on which dividends, if any, shall be payable

(v) The redemption rights and price or prices, if any, for shares of the series;

(vi) The terms and amount of any sinking fund provided for the purchase or redemption of shares of the series;

(vii) The amounts payable on and the preference, if any, of shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company;

(viii) Whether the shares of the series shall be convertible into or exchangeable for shares of any other class or series, or any other security, of the Company or any other corporation, and, if so, the specification of such other class or series of such other security, the conversion or exchange price or prices or rate or rates, any adjustments thereof, the date or dates at which such shares shall be convertible or exchangeable and all other terms and conditions upon which such conversion or exchange may be made;

(ix) Restrictions on the issuance of shares of the same series or of any other class or series;

(x) The voting rights, if any, of the holders of shares of the series.

(xi) The restrictions and conditions, if any, upon the issuance or reissuance of any Additional preferred stock ranking or a part with or prior to such shares as to dividends or upon distribution; and

(xii) Any other preferences, limitations or relative rights of shares of such class or series consistent with this Article IV, the General Corporation Law of the State of Delaware, and applicable law.

(d) Common Stock. The Common Stock shall be subject to the express terms of the Preferred Stock and any series thereof. Each share of Common Stock shall be equal to each other share of Common Stock. Except as may be provided in this Certificate of Amendment or in a Preferred Stock Designation, the holders of shares of Common Stock shall be entitled to one vote for each such share upon all questions presented to the stockholders.

FIFTH: The Board of Directors is hereby authorized to create and issue, whether or not in connection with the issuance and sale of any of stock or other securities or property of the Company, rights entitling the holders thereof to purchase from the Company shares of stock or other securities of the Company or any other corporation. The times at which and the terms upon which such rights are to be issued will be determined by the Board of Directors and set forth in the contracts or instruments that evidence such rights. The authority of the Board of Directors with respect to such rights shall include, but not be limited to, determination of the following:

(a) The initial purchase price per share or other unit of the stock or other securities or property to be purchased upon exercise of such rights;

(b) Provisions relating to the times at which and the circumstances under which such rights may be exercised or sold or otherwise transferred, either together with or separately from, any other stock or other securities of the Company;

(c) Provisions that adjust the number or exercise price of such rights or amount or nature of the stock or other securities or property receivable upon exercise of such rights in the event of a combination, split or recapitalization of any stock of the Company, a change in ownership of the Company's stock or other securities or a reorganization, merger, consolidation, sale of assets or other occurrence relating to the Company or any stock of the Company, and provisions restricting the ability of the Company to enter into any such transaction absent an assumption by the other party or parties thereto of the obligations of the Company under such rights;

(d) Provisions that deny the holder of a specified percentage of the outstanding stock or other securities of the Company the right to exercise such rights and/or cause the rights held by such holder to become void;

(e) Provisions that permit the Company to redeem or exchange such rights; and

(f) The appointment of a rights agent with respect to such rights.

SIXTH: Each person who serves or has served as a director shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director: (i) for any breach of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; (iii) for unlawful payment of dividend or unlawful stock purchase or redemption as such liability is imposed under Section 174 of the General Corporation Law of Delaware; or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Company for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. If the General Corporation Law of the State of Delaware is amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware as so amended.

SEVENTH: The Company shall provide indemnification as follows:

(a) The Company shall indemnify each person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that he or she is or was, or has agreed to become, a director or officer of the Company, or is or was serving, or has agreed to serve, at the request of the Company, as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an “Indemnitee”), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys’ fees), liabilities, losses, judgments, fines, excise taxes and penalties arising under the Employee Retirement Income Security Act of 1974, and amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding and any appeal therefrom, if Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) The Company shall indemnify any Indemnitee who was or is a party to or threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that Indemnitee is or was, or has agreed to become, a director or officer of the Company, or is or was serving, or has agreed to serve, at the request of the Company, as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys’ fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding and any appeal therefrom, if Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company, except that no indemnification shall be made under this paragraph (b) in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged to be liable to the Company, unless, and only to the extent, that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such expenses (including attorneys’ fees) which the Court of Chancery of Delaware or such other court shall deem proper.

(c) Notwithstanding any other provisions of this Article VII, to the extent that an Indemnitee has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in paragraphs (a) and (b) of this Article VII, or in defense of any claim, issue or matter therein, or on appeal from any such action, suit or proceeding, Indemnitee shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by or on behalf of Indemnitee in connection therewith.

(d) In the event of any threatened or pending action, suit, proceeding or investigation of which the Company receives notice under this Article VII, any expenses (including attorneys' fees) incurred by or on behalf of Indemnitee in defending an action, suit, proceeding or investigation or any appeal therefrom shall be paid by the Company in advance of the final disposition of such matter; provided, however, that the payment of such expenses incurred by or on behalf of Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined that Indemnitee is not entitled to be indemnified by the Company as authorized in this Article VII; and provided further that no such advancement of expenses shall be made under this Article VII if it is determined that (i) Indemnitee did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, or (ii) with respect to any criminal action or proceeding, Indemnitee had reasonable cause to believe his or her conduct was unlawful. Such undertaking shall be accepted without reference to the financial ability of Indemnitee to make such repayment.

(e) No amendment, termination or repeal of this Article VII or of the relevant provisions of the General Corporation Law of the State of Delaware or any other applicable laws shall adversely affect or diminish in any way the rights of any Indemnitee to indemnification under the provisions hereof with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

EIGHTH: Except as may be expressly provided in this Amended and Restated Certificate of Incorporation, the Company reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in these Amended and Restated Certificate of Incorporation or a Preferred Stock Designation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or thereafter prescribed herein or by applicable law, and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to these Amended and Restated Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article VIII; provided, however, that any amendment or repeal of Article VI and VII and Article VIII of this Amended and Restated Certificate of Incorporation shall not adversely affect any right or protection existing hereunder in respect of any act or omission occurring prior to such amendment or repeal; and provided further that no Preferred Stock Designation shall be amended after the issuance of any shares of the series of Preferred Stock created thereby, except in accordance with the terms of such Preferred Stock Designation and the requirements of applicable law.

IN WITNESS THEREOF, Results-Based Outsourcing, Inc. has caused this certificate to be signed by the Chief Executive Officer, Chris Boudreau, this [ ] day of August, 2018.

Chris Boudreau, Chief Executive Officer

RESULTS-BASED OUTSOURCING INC.

INVESTOR SUBSCRIPTION AGREEMENT (the "Subscription Agreement") between **RESULTS-BASED OUTSOURCING INC.**, a Delaware corporation (the "Company") and the person or persons executing this Agreement on the execution page hereof (the "Subscriber"). All documents mentioned herein are incorporated by reference.

1. **Description of the Offering.** This Subscription Agreement is for shares (the "Shares") of the Company's common stock, par value $0.0001 per share (the "Common Stock") at a pre-Split purchase price of $2.47 per share. The Offering shall be in the minimum offering amount Two Hundred Thousand Dollars ($200,000) (the "Minimum Offering Amount") for 80,972 pre-Split Shares and a maximum offering amount of Eight Hundred Thousand Dollars ($800,000) (the "Maximum Offering Amount") for up to 323,887 pre-Split Shares. The Company is offering the Shares on a "best efforts" basis. The Offering will occur simultaneously upon the consummation of the merger (the "Merger") among the Company, Driven Deliveries, Inc., a Nevada corporation ("Driven"), and Driven Acquisition Corp., a Nevada corporation ("Acquisition"). Following the Merger, Driven will become a wholly-owned subsidiary of the Company, the Company will effect a forward split on a 12.35 for 1 (12.35:1) basis (the "Split") and, change its name to "Driven. Inc.", or such similar name as is available (collectively, with the effectiveness of the Split, the "Reorganization"), and adopt the business plan of Driven. The Merger is contingent upon the Company consummating the Offering and selling the Shares in the Minimum Offering Amount. The Shares that Subscribers are purchasing in the Offering will be split on the basis of 12.35 shares of Common Stock for each share of Common Stock subscribed for. The Shares sold in the Offering will be subject to a six (6) month restriction following the Reorganization from sale, transfer, pledge or hypothecation as set forth in Section 4 of this Subscription Agreement. Not less than Fifty Thousand Dollars ($50,000) of the proceeds of the Offering shall be designated to Driven's legal and audit fees in connection with the Merger and the transactions contemplated thereby. Upon consummation of the Merger and the Maximum Offering, there will be approximately 41,500,000 post-Split shares of the Company's Common Stock issued and outstanding.

All funds sent to the Company by offerees to purchase Shares will be sent to and held in a noninterest-bearing escrow account (the "Escrow Account") maintained by counsel to the Company, Kane Kessler, P.C. (the "Escrow Agent"). The subscriptions will remain in the Escrow Account until subscriptions in the Minimum Offering Amount have been received and upon consummation of the Merger (the "Closing"). At the Closing, the Escrow Agent will be authorized to release funds received up to the Maximum Offering to the Company.

The Offering is for a minimum Subscription of $24,000 and is being made solely to accredited investors who qualify as accredited investors pursuant to the suitability standards for investors described under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") and who have no need for liquidity in their investments. Prior to this Offering there was only a limited public market for the Shares and no assurance can be given that a market will develop, or if developed, that it will be maintained so that any subscribers in this Offering may avail any benefit from the same.

THE SECURITIES OFFERED HEREBY ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK AND SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE, OR OTHER JURISDICTION AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THESE SECURITIES MAY NOT BE TRANSFERRED, SOLD, PLEDGED, HYPOTHECATED OR ASSIGNED EXCEPT AS PERMITTED UNDER SUCH ACT OR SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

2. **Other Terms of the Offering; Acceptance of Subscription**. The Offering is for a minimum Subscription of $24,000 and is being made solely to accredited investors who qualify as accredited investors pursuant to the suitability standards for investors described under Regulation D of the Securities Act and who have no need for liquidity in their investments. The execution of this Subscription Agreement shall constitute an offer by the Subscriber to subscribe for the Shares in the amount and on the terms specified herein. The Subscriber must also complete and execute the Subscriber Questionnaire attached hereto. The Company reserves the right, in its sole discretion, to reject in whole or in part, any subscription offer. If the Subscriber's offer is accepted, the Company will execute a copy of this Subscription Agreement and return it to the Subscriber. The Subscriber understands and agrees that pursuant to Rule 506(c) of Regulation D promulgated under the Securities Act, the Company needs to take reasonable steps to verify that the Subscribers are accredited investors directly or by a third party service and, in its sole discretion, may (i) reject the subscription of any Subscriber, whether or not qualified, in whole or in, part, and (ii) may withdraw the Offering at any time prior to the termination of the Offering. The Company shall have no obligation to accept subscriptions in the order received. This subscription shall become binding only if accepted by the Company.

3 . **Subscription Procedures**. To subscribe, the Subscriber must send a completed and executed copy of each this **Subscription Agreement and the Subscriber Questionnaire** to:

Results-Based Outsourcing Inc.
c/o Kane Kessler, P.C.
666 Third Avenue, 23rd FL
New York, New York 10017

Attn: Peter Campitiello, Esq.

along with, either

- payment of the Subscriber's subscribed amount by wire transfer as follows:

Signature Bank
50 West 57th Street, 3rd Floor
New York, New York

Account Name: Kane Kessler, P.C., IOLA
Account # 1501363886
ABA # 026013576

or

- payment of the Subscriber's subscribed amount by check payable to "Kane Kessler, P.C., Escrow Agent for Results-Based Outsourcing, Inc."

4. **Lockup of Shares**. The Subscriber agrees that during the period beginning on the date hereof (the "Effective Date") and ending six (6) months after the Reorganization (the "Lockup Period"), the Subscriber will not, directly or indirectly, (i) offer, sell, offer to sell, contract to sell, hedge, pledge, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or sell (or announce any offer, sale, offer of sale, contract of sale, hedge, pledge, sale of any option or contract to purchase, purchase of any option or contract of sale, grant of any option, right or warrant to purchase or other sale or disposition), or otherwise transfer or dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future), any of the Shares, owned, within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), by the Subscriber on the Effective Date or hereafter acquired or (ii) enter into any swap or other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Shares, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of any Shares. The Subscriber hereby authorizes the Company during the Lockup Period to cause any transfer agent for the Shares to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to, the Shares for which the Subscriber is the record holder and, in the case of Shares for which the Subscriber is the beneficial but not the record holder, agrees during the Lockup Period to cause the record holder to cause the relevant transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to, such Company Securities.

5. **Representations and Warranties**.

The Subscriber hereby represents and warrants to, and agrees with, the Company as follows:

(a) The Subscriber is either (i) an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act and as set forth in Exhibit A-1 attached hereto and made a part hereof, or (ii) outside the United States when receiving and executing this Subscription Agreement and the Subscriber is not a U.S. Person as defined in Rule 902 of Regulation S promulgated under the Securities Act and as set forth in Exhibit A-2 attached hereto and made a part hereof;.

(b) The Subscriber is a "sophisticated investor" as that term is defined in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act.

(c) For California and Massachusetts individuals: If the subscriber is a California resident, such subscriber's investment in the Company will not exceed 10% of such subscriber's net worth (or joint net worth with his or her spouse). If the subscriber is a Massachusetts resident, such subscriber's investment in the Company will not exceed 25% of such subscriber's joint net worth with such subscriber's spouse (exclusive of principal residence and its furnishings).

(d) If a natural person, the Subscriber is a bona fide resident of the state or non-United States jurisdiction contained in the address set forth on the Signature Page of this Agreement as the Subscriber's home address, at least 21 years of age, and legally competent to execute this Agreement. If an entity, the Subscriber has its principal offices or principal place of business in the state or non-United States jurisdiction contained in the address set forth on the Signature Page of this Agreement, the individual signing on behalf of the Subscriber is duly authorized to execute this Agreement and this Agreement constitutes the legal, valid and binding obligation of the Subscriber enforceable against the Subscriber in accordance with its terms.

(e) The Subscriber recognizes that the purchase of the Shares involves a high degree of risk including, but not limited to, the following: (a) the Company remains an early stage business with limited operating history and requires substantial funds in addition to the proceeds of the Offering; (b) an investment in the Company is highly speculative, and only investors who can afford the loss of their entire investment should consider investing in the Company and the Shares; (c) the Subscriber may not be able to liquidate its investment; (d) transferability of the Shares is extremely limited; (e) in the event of a disposition, the Subscriber could sustain the loss of its entire investment; (f) the Company has not paid any dividends since its inception and does not anticipate paying any dividends in the foreseeable future; and (g) the Company may issue additional securities in the future which have rights and preferences that are senior to those of the Shares. Without limiting the generality of the representations set forth in herein, the Subscriber represents that the Subscriber has carefully reviewed the "Risk Factors" contained in the Private Placement Memorandum accompanying this Agreement (the "Risk Factors"). The Subscriber has received, read carefully and is familiar with this Agreement and the Risk Factors.

(f) The Subscriber hereby acknowledges receipt and careful review of this Agreement and any documents which may have been made available upon request as reflected therein (collectively referred to as the "Offering Materials") and hereby represents that the Subscriber has been furnished by the Company during the course of the Offering with all information regarding the Company, the terms and conditions of the Offering and any additional information that the Subscriber has requested or desired to know, and has been afforded the opportunity to ask questions of and receive answers from duly authorized officers or other representatives of the Company concerning the Company and the terms and conditions of the Offering. The Subscriber has had access to all additional information necessary to verify the accuracy of the information set forth in this Agreement and any other materials furnished herewith, and have taken all the steps necessary to evaluate the merits and risks of an investment as proposed hereunder.

(g) The Subscriber (or the Subscriber's representative) has such knowledge and experience in finance, securities, taxation, investments and other business matters so as to be able to protect the interests of the Subscriber in connection with this transaction, and the Subscriber's investment in the Company hereunder is not material when compared to the Subscriber's total financial capacity.

(h) The Subscriber understands the various risks of an investment in the Company as proposed herein and can afford to bear such risks, including, without limitation, the risks of losing the entire investment.

(i) The Subscriber acknowledges that there has been limited trading in the Company's common stock and there can be no assurance that an active trading market in the Company's common stock will either develop or be maintained and that the Subscriber may find it impossible to liquidate the investment at a time when it may be desirable to do so, or at any other time.

(j) The Subscriber has been advised by the Company that none of the Shares have been registered under the Securities Act, that the Shares will be issued on the basis of the statutory exemption provided by Rule 506(c) of the Securities Act or Regulation D promulgated thereunder or Regulation S promulgated under the Securities Act, or both, relating to transactions by an issuer not involving any public offering and under similar exemptions under certain state securities laws; that this transaction has not been reviewed by, passed on or submitted to any federal or state agency or self-regulatory organization where an exemption is being relied upon; and that the Company's reliance thereon is based in part upon the representations made by the Subscriber in this Agreement.

(k) The Subscriber acknowledges that the Subscriber has been informed by the Company of or is otherwise familiar with, the nature of the limitations imposed by the Securities Act and the rules and regulations thereunder on the transfer of the Shares. In particular, the Subscriber agrees that no sale, assignment or transfer of any of the Shares shall be valid or effective, and the Company shall not be required to give any effect to such a sale, assignment or transfer, unless (i) the sale, assignment or transfer of such Shares is registered under the Securities Act, it being understood that the Shares are not currently registered for sale and that the Company has no obligation or intention to so register the Shares, except as contemplated by the terms of this Agreement or (ii) such Shares are sold, assigned or transferred in accordance with all the requirements and limitations of Rule 144 under the Securities Act (it being understood that Rule 144 is not available at the present time for the sale of the Shares), or (iii) such sale, assignment or transfer is otherwise exempt from registration under the Securities Act. The Subscriber further understands that an opinion of counsel and other documents may be required to transfer the Shares.

(l) The Subscriber acknowledges that the Shares shall be subject to a stop transfer order and the certificate or certificates evidencing any Shares shall bear the following or a substantially similar legend or such other legend as may appear on the forms of Shares and such other legends as may be required by state blue sky laws:

For U.S. Persons:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

THE SALE, ASSIGNMENT, GIFT, BEQUEST, TRANSFER, DISTRIBUTION, PLEDGE, HYPOTHECATION OR OTHER ENCUMBRANCE OR DISPOSITION OF THE SHARES REPRESENTED BY THIS CERTIFICATE IS RESTRICTED BY AND MAY BE MADE ONLY IN ACCORDANCE WITH THE TERMS OF A SUBSDCRIPTION AGREEMENT DATED JULY __, 2018.

For Non-U.S. Persons:

THESE SECURITIES WERE ISSUED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"). ACCORDINGLY, NONE OF THE SECURITIES TO WHICH THIS CERTIFICATE RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD IN THE UNITED STATES (AS DEFINED HEREIN) OR, DIRECTLY OR INDIRECTLY, TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN ACCORDANCE WITH THE 1933 ACT. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

THE SALE, ASSIGNMENT, GIFT, BEQUEST, TRANSFER, DISTRIBUTION, PLEDGE, HYPOTHECATION OR OTHER ENCUMBRANCE OR DISPOSITION OF THE SHARES REPRESENTED BY THIS CERTIFICATE IS RESTRICTED BY AND MAY BE MADE ONLY IN ACCORDANCE WITH THE TERMS OF A SUBSCRIPTION AGREEMENT DATED JULY __, 2018.

(m) The Subscriber will acquire the Shares for the Subscriber's own account (or for the joint account of the Subscriber and the Subscriber's spouse either in joint tenancy, tenancy by the entirety or tenancy in common) for investment and not with a view to the sale or distribution thereof or the granting of any participation therein, and has no present intention of distributing or selling to others any of such interest or granting any participation therein.

(n) No representation, guarantee or warranty has been made to the Subscriber by any broker, the Company, any of the officers, directors, stockholders, employees or agents of either of them, or any other persons, whether expressly or by implication, that: (I) the Company or the Subscriber will realize any given percentage of profits and/or amount or type of consideration, profit or loss as a result of the Company's activities or the Subscriber's investment in the Company; or (II) the past performance or experience of the management of the Company, or of any other person, will in any way indicate the predictable results of the ownership of the Shares or of the Company's activities.

(o) In making the decision to invest in the Shares the Subscriber has relied solely upon the information provided by the Company in the Offering Materials. The Subscriber disclaims reliance on any statements made or information provided by any person or entity in the course of Subscriber's consideration of an investment in the Shares other than the Offering Materials.

(p) The Subscriber is not subscribing for the Shares as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting, or any solicitation of a subscription by a person other than a representative of the Company with which the Subscriber had a pre-existing relationship in connection with investments in securities generally.

(q) The Subscriber is not relying on the Company with respect to the tax and other economic considerations of an investment.

(r) The Subscriber acknowledges that the representations, warranties and agreements made by the Subscriber herein shall survive the execution and delivery of this Agreement and the purchase of the Shares.

(s) The Subscriber has consulted his own financial, legal and tax advisors with respect to the economic, legal and tax consequences of an investment in the Shares and has not relied on the Offering Materials or the Company, its officers, directors or professional advisors for advice as to such consequences.

(t) If the Subscriber is a non-U.S. Person, the Subscriber has not acquired the Common Stock as a result of, and will not itself engage in, any "directed selling efforts" (as defined in Regulation S under the Securities Act) in the United States in respect of the Common Stock which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Common Stock; provided, however, that the Subscriber may sell or otherwise dispose of the Common Stock pursuant to registration thereof under the Securities Act and any applicable state and provincial securities laws or under an exemption from such registration requirements;

(u) If the Subscriber is a non-U.S. Person, the Subscriber acknowledges that the statutory and regulatory basis for the exemption from U.S registration requirements claimed for the offer of the Common Stock, although in technical compliance with Regulation S, would not be available if the offering is part of a plan or scheme to evade the registration provisions of the Securities Act or any applicable state or provincial securities laws;

6. **Indemnification**.

The Subscriber understands the meaning and legal consequences of the representations and warranties contained in Section 5, and agrees to indemnify and hold harmless the Company and each, officer, director, shareholder, employee, agent or representative thereof against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty, or breach or failure to comply with any covenant, of the Subscriber, contained in this Agreement. Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by the Subscriber, the Subscriber does not thereby or in any other manner waive any rights granted to the Subscriber under federal or state securities laws.

7. **Provisions of Certain State Laws**.

IN MAKING AN INVESTMENT DECISION, SUBSCRIBERS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

8. **Additional Information**.

The Subscriber hereby acknowledges and agrees that the Company may make or cause to be made such further inquiry and obtain such additional information, as they may deem appropriate, with regard to the suitability of the Subscriber.

9. **Risk Factors**.

The Company is in the early stage of development of the Company and is therefore subject to risks and uncertainties. The occurrence of any one or more of these risks or uncertainties could have a material adverse effect on the value of any investment in the Company and the business, prospects, financial position, financial condition or operating results of the Company. Investors should carefully consider these risk factors, together with all of the other information about the Company available in its filings with the Securities and Exchange Commission which are hereby incorporated by reference.

10. **Miscellaneous**.

(a) Irrevocability; Binding Effect. The Subscriber hereby acknowledges and agrees that the subscription hereunder is irrevocable, subject to applicable state securities laws, that the Subscriber is not entitled to cancel, terminate or revoke this Agreement or any agreements of the Subscriber thereunder, and that this Agreement and such other agreements shall survive the death or disability of the Subscriber and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns. If the Subscriber is more than one person, the obligations of the Subscriber hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his heirs, executors, legal representatives and assigns.

(b) Modification. Neither this Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

(c) Notices. Any notice, demand or other communication which any party hereto may be required, or may elect, to give to any other party hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mail box, stamped registered or certified mail, return receipt requested, addressed to such address as may be listed on the books of the Company, or (b) delivered personally at such address.

(d) Counterparts. This Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each such counterpart shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

(e) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein.

(f) Severability. Each provision of this Agreement is intended to be severable from every other provision, and the invalidity or illegality of any portion hereof shall not affect the validity or legality of the remainder hereof.

(g) Assignability. This Agreement is not transferable or assignable by the Subscriber.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles, as applied to residents of that State executing contracts wholly to be performed in that State.

(i) Choice of Jurisdiction. The parties agree that any action or proceeding arising, directly, indirectly or otherwise, in connection with, out of or from this Agreement, any breach hereof or any transaction covered hereby shall be resolved within the State of New York. Accordingly, the parties consent and submit to the jurisdiction of the United States federal and state courts located within the County of New York, New York.

(*Remainder of page intentionally left blank*.)

IN WITNESS THEREOF, the Subscriber exercises and agrees to be bound by this Agreement by executing the Signature Page attached hereto on the date therein indicated.

SUBSCRIPTION AGREEMENT - SIGNATURE PAGE

By executing this Signature Page, the Subscriber hereby executes, adopts and agrees to all terms, conditions and representations of this Subscription Agreement and acknowledges all requirements are met by the Subscriber to purchase Shares in the Company.

The Subscriber hereby offers to purchase [_____] shares at $2.47 per share for an aggregate investment of $_____.

Type of ownership:	_____ Individual	_____	Joint Tenants
	_____ Tenants by the Entirety	_____	Tenants in Common
	_____ Subscribing as Corporation or Partnership	_____	Other

IN WITNESS WHEREOF, the Subscriber has executed this Signature Page this ___ day of _____, 2018.

Exact Name in which Shares are to be Registered	Exact Name in which Shares are to be Registered
Signature	Signature
Print Name	Print Name
Tax/Passport/ID Number:	Tax Identification Number
Mailing Address	Mailing Address
Residence Phone Number	Residence Phone Number
Work Phone Number	Work Phone Number
E-Mail Address	E-Mail Address

Results-Based Outsourcing, Inc. hereby accepts the subscription of [_____] Shares as of the ___ day of _____, 2018.

RESULTS-BASED OUTSOURCING, INC.

By: _____
Name: Chris Boudreau
Title: Chief Executive Officer

EXHIBIT A-1 - ACCREDITED INVESTOR PAGE FOR U.S. PURCHASERS

The undersigned Purchaser is an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act and amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act by virtue of being (initial all applicable responses):

_____ A small business investment company licensed by the U.S. Small Business Administration under the *Small Business Investment Company Act of 1958*,

_____ A business development company as defined in the *Investment Company Act of 1940*,

_____ A national or state-chartered commercial bank, whether acting in an individual or fiduciary capacity,

_____ An insurance company as defined in Section 2(13) of the Securities Act,

_____ An investment company registered under the *Investment Company Act of 1940*,

_____ An employee benefit plan within the meaning of Title I of *the Employee Retirement Income Security Act of 1974*, where the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, insurance company, or registered investment advisor, or an employee benefit plan which has total assets in excess of $5,000,000,

_____ A private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940,

_____ An organization described in Section 501(c)(3) of the *Internal Revenue Code*, a corporation or a partnership with total assets in excess of $5,000,000,

_____ A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase exceeds $1,000,000. For purposes of this Exhibit A-1, "net worth" means the excess of total assets at fair market value over total liabilities. For purposes of calculating net worth under this section, (i) the primary residence shall not be included as an asset, (ii) to the extent that the indebtedness that is secured by the primary residence is in excess of the fair market value of the primary residence, the excess amount shall be included as a liability, and (iii) if the amount of outstanding indebtedness that is secured by the primary residence exceeds the amount outstanding 60 days prior to the execution of this questionnaire, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability.

_____ Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 506(b)(2)(ii) of Regulation D,

_____ A natural person who had an individual income in excess of $200,000 in each of the two most recent calendar years, and has a reasonable expectation of reaching the same income level in the current calendar year. For purposes of this Exhibit A-1, "income" means annual adjusted gross income, as reported for federal income tax purposes, plus (i) the amount of any tax-exempt interest income received; (ii) the amount of losses claimed as a limited partner in a limited partnership; (iii) any deduction claimed for depletion; (iv) amounts contributed to an IRA or Keogh retirement plan; (v) alimony paid; and (vi) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code of 1986, as amended.

_____ A corporation, partnership, trust or other legal entity (as opposed to a natural person) and all of such entity's equity owners fall into one or more of the categories enumerated above. **(Note: additional documentation may be requested)**.

Name of Purchaser (Print)

Name of Joint Purchaser (if any) (Print)

Signature of Purchaser

Signature of Joint Purchaser (if any)

Capacity of Signatory (for entities)

Date

EXHIBIT A-2 - REGULATION S PAGE
FOR NON-U.S. PURCHASERS

The undersigned Purchaser (a "Reg S Person") is not a U.S. Person as defined in Section 902 of Regulation S promulgated under the Securities Act, and hereby represents that the representations in paragraphs (1) through (9) are true and correct with respect to such Reg S Person.

(1) Such Reg S Person acknowledges and warrants that (i) the issuance and sale to such Reg S Person of the Securities is intended to be exempt from the registration requirements of the Securities Act, pursuant to the provisions of Regulation S; (ii) it is not a "U.S. Person," as such term is defined in Regulation S and herein, and is not acquiring the Securities for the account or benefit of any U.S. Person; and (iii) the offer and sale of the Securities has not taken place, and is not taking place, within the United States of America or its territories or possessions. Such Reg S Person acknowledges that the offer and sale of the Securities has taken place, and is taking place in an "offshore transaction," as such term is defined in Regulation S.

(2) Such Reg S Person acknowledges and agrees that, pursuant to the provisions of Regulation S, the Securities cannot be sold, assigned, transferred, conveyed, pledged or otherwise disposed of to any U.S. Person or within the United States of America or its territories or possessions for a period of one year from and after the Closing Date, unless such Securities are registered for sale in the United States pursuant to an effective registration statement under the Securities Act or another exemption from such registration is available. Such Reg S Person acknowledges that it has not engaged in any hedging transactions with regard to the Securities.

(3) Such Reg S Person consents to the placement of a legend on any certificate, note or other document evidencing the Securities and understands that the Company shall be required to refuse to register any transfer of Securities not made in accordance with applicable U.S. securities laws.

(4) Such Reg S Person is not a "distributor" of securities, as that term is defined in Regulation S, nor a dealer in securities. Such Reg S Person is purchasing the Securities as principal for its own account, for investment purposes only and not with an intent or view towards further sale or distribution (as such term is used in Section 2(11) of the Securities Act) thereof, and has not pre-arranged any sale with any other purchaser and has no plans to enter into any such agreement or arrangement.

(5) Such Reg S Person is not an Affiliate of the Company nor is any Affiliate of such Reg S Person an Affiliate of the Company. An "Affiliate" is an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind (each of the foregoing, a "Person") that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act. With respect to a Reg S Person, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Reg S Person will be deemed to be an Affiliate of such Reg S Person.

(6) Such Reg S Person understands that the Securities have not been registered under the Securities Act or the securities laws of any state and are subject to substantial restrictions on resale or transfer. The Securities are "restricted securities" within the meaning of Regulation S and Rule 144, promulgated under the Securities Act.

(7) Such Reg S Person acknowledges that the Securities may only be sold offshore in compliance with Regulation S or pursuant to an effective registration statement under the Securities Act or another exemption from such registration, if available. In connection with any resale of the Securities pursuant to Regulation S, the Company will not register a transfer not made in accordance with Regulation S, pursuant to an effective registration statement under the Securities Act or in accordance with another exemption from the Securities Act.

(8) Such Reg S Person represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with the offering of the Securities, including: (a) the legal requirements within its jurisdiction for the purchase of the Securities; (b) any foreign exchange restrictions applicable to such purchase; (c) any governmental or other consents that may need to be obtained; and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Securities. Such Reg S person's subscription and payment for, and its continued beneficial ownership of the Securities, will not violate any applicable securities or other laws of the jurisdiction of its residence.

(9) Such Reg S Person makes the representations, declarations and warranties as contained in this Exhibit A-2 with the intent that the same shall be relied upon by the Company in determining its suitability as a purchaser of such Securities.

Name of Purchaser (Print)	Name of Joint Purchaser (if any) (Print)
Signature of Purchaser	Signature of Joint Purchaser (if any)
Capacity of Signatory (for entities)	Date