
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

February 28, 2019

Date of Report (date of earliest event reported)

Overstock.com, Inc.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

000-49799
(Commission File Number)

87-0634302
(I.R.S. Employer
Identification Number)

799 West Coliseum Way
Midvale, Utah 84047
(Address of principal executive offices)

(801) 947-3100
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange 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.
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Item 8.01 Other Events

On March 1, 2019, Overstock.com, Inc., a Delaware Corporation (the "Company"), issued a press release announcing the entry into a Memorandum of Understanding ("MOU") dated February 28, 2019, between the Company's indirectly held majority-owned subsidiary tZERO Group, Inc. and Makara Capital Partners Pte. Ltd. and GoldenSand Capital Ltd.

The press release is filed with this report as Exhibit 99.1 and is incorporated herein by reference. The MOU is filed with this report as Exhibit 99.2 and is incorporated herein by reference.

The brackets surrounding the [1,500,000,000] in line 9 of the MOU are intentional because the parties have not yet reached an agreement on that specific post-money valuation of tZERO. This valuation and other more specific terms are to be subsequently negotiated by the parties and included in the definitive purchase and sale agreements.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The following exhibit is furnished with this report:

99.1	Press release issued March 1, 2019
99.2	Memorandum of Understanding dated February 28, 2019

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, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements are therefore entitled to the protection of the safe harbor provisions of these laws. These forward-looking statements involve risks and uncertainties, and relate to future events or our future financial or operating performance. The forward-looking statements include all statements other than statements of historical fact. The Company expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein and to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

SIGNATURE

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

OVERSTOCK.COM, INC.

By: /s/ E. Glen Nickle
E. Glen Nickle
Vice President, Legal, and General Counsel
Date: March 1, 2019

Media Contact:
pr@overstock.com

Investor Contact:
ir@overstock.com

Overstock Issues Statement Regarding Proposed tZERO Equity Investment
MOU signed to build strong partnership in Asia

SALT LAKE CITY - March 1, 2019 - Overstock.com, Inc. (NASDAQ:OSTK) has released the following statement from company CEO and founder and tZERO Executive Chairman Patrick M. Byrne on the status of an equity investment from GSR Capital and Makara Capital:

The previously-announced GSR equity investment in Overstock and tZERO has not been completed. However, we remain in discussions with GSR Capital and Makara Capital, a key partner of GSR Capital, regarding a potential transaction. Both have recently signed an MOU with tZERO outlining a transaction in which Makara and GSR would co-lead an investment of up to \$100 million in tZERO common stock and close the transaction in April subject to due diligence, negotiation of binding contracts and regulatory approval. The investors would also assist with tZERO's expansion in Asia and other regions of the world and link them with other key partners from their portfolios.

Following the recent successful launch of tZERO's new security token trading technology, we are excited by the emerging partnerships and business opportunities in front of us. More information on Overstock's retail and blockchain properties will be shared within our upcoming 2018 FY Earnings reporting. I urge you to join us for that discussion of our business at a time and date to be announced soon. Until then, I remain,

Your humble servant,

Patrick M. Byrne

About Overstock.com

Overstock.com, Inc Common Shares (NASDAQ:OSTK) / Series A Preferred (Medici Ventures' tZERO platform: OSTKP) / Series B Preferred (OTCQX:OSTBP) is an online retailer and technology company based in Salt Lake City, Utah. Its leading e-commerce website sells a broad range of new products at low prices, including furniture, décor, rugs, bedding, home improvement, and more. The online shopping site, which is visited by nearly 40 million customers a month, also features a marketplace providing customers access to millions of products from third-party sellers. Overstock was the first major retailer to accept cryptocurrency in 2014, and in the same year founded Medici Ventures, its wholly-owned subsidiary developing and accelerating blockchain technologies to democratize capital, eliminate middlemen, and re-humanize commerce. Overstock regularly posts information about the company and other related matters on the Newsroom and Investor Relations pages on its website, Overstock.com.

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This press release contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, including statements relating to tZERO's business. Such forward-looking statements include all statements other than statements of historical fact, including words such as "anticipate," "may," "believe," "could," "should," "estimate," "expect," "intend," "plan," "predict," "potential," "forecasts," "project," and other similar expressions. Forward-looking statements are made based upon management's current expectations and beliefs concerning future developments and their potential effects on tZERO. Such forward-looking statements are not guarantees of future performance. Various factors could affect tZERO's actual results and could cause such results to differ materially from estimates or expectations reflected in forward-looking statements, including factors relating to legal and regulatory developments, applications and/or interpretations of existing legal and regulatory requirements, technological developments and/or difficulties, general economic conditions, conditions in the capital markets and cryptocurrency markets, changes in investor confidence regarding tZERO's ability to successfully operate its business and develop a trading system for security tokens, and other important factors. tZERO expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based. This press release is neither an offer to sell, nor a solicitation of an offer to buy, any securities, nor shall there be any sale of any securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. Additional information regarding factors that could materially affect results and the accuracy of the forward-looking statements contained herein may be found in the Company's Form 10-Q for the quarter ended September 30, 2018, which was filed with the SEC on November 9, 2018, and any subsequent filings with the SEC.

tZERO is not a registered broker-dealer, funding portal, investment adviser or investment manager and does not provide any brokerage services. tZERO takes no part in the negotiation or execution of secondary market transactions for the purchase or sale of securities and at no time has possession of investor funds or securities in connection with such transactions. Secondary market trades will be executed by PRO Securities, LLC, a broker-dealer registered with the SEC and a member of FINRA and SIPC, through the PRO ATS. More information about PRO Securities may be found at www.finra.org.

SOURCE: Overstock.com, Inc.

Memorandum of Understanding**Investment in tZERO, Inc.**

Dated: February 28, 2019

This memorandum of understanding (the "MOU") is intended to describe the general terms and conditions of a proposed investment in t0.com, Inc. ("tZERO"), by the entities set forth under the heading "Investors" on the signature page hereto (collectively, the "Investors"), and is subject to the negotiation and execution of a term sheet, definitive purchase and sale agreement and any other agreement that may be necessary to effect the transaction. Parties of this MOU share the goal of commencing a transaction, within the parameters and timing highlighted below.

- **Transaction:** The Investors will purchase, and tZERO will sell (the "Transaction"), up to One Hundred Million Dollars (\$100,000,000.00) worth of tZERO's voting common stock (the "Common Stock"), based on a \$[1,500,000,000] post-money valuation of tZERO. Both the Investors shall co-lead this Transaction.
 - (i) Following the closing of the Transaction, the Investors shall have the right to propose coin and token offerings to be launched on the tZERO Token Trading Platform. Such proposals shall be subject to tZERO's acceptance, which acceptance may not be unreasonably withheld, conditioned or delayed. Following tZERO's acceptance of a proposed offering to be carried out on the tZERO Token Trading Platform, tZERO shall exercise reasonable commercial efforts to ensure such offering is carried out in a timely and orderly manner. The Investors shall use commercially reasonable efforts to assist tZERO in effectuating and promoting such offerings. The Investors shall further assist tZERO to expand in Asia and other regions in the world and provide linkages to key partners such as the digital bank into which Makara is actively leading an investment.
 - (ii) To the extent permitted by applicable laws and regulations, in the event tZERO undertakes any future offerings of tZERO equity securities or issues any tokens or coins, the Investors shall have the right to participate in such offerings and to nominate additional investors to participate in such offerings on terms no less favorable to the Investors and any of their nominees than the terms offered to any other investor in such offering.
 - **Structure:** The Parties agree that they will structure the payment of the Purchase Price in a tax efficient manner and that any such structure will be subject to the mutual agreement of the Parties.
 - **Due Diligence:** tZERO will give the Investors and their respective accountants, attorneys, partners, consultants, financing sources and all other representatives and agents of the Investors full access to tZERO's management, consultants, accountants, advisors and all other representatives, and to all properties, operating and financial data, records, agreements and other information relating to the Transaction, to the extent reasonably requested by the Investors and legally allowed by U.S. securities laws and without causing OSTK to provide material nonpublic information to the Investors.
 - **Confidentiality:** The Parties agree to extend the Confidentiality Agreement by and between tZERO and Investors, but agree that tZERO and OSTK, as applicable, may issue a press release, file a Current Report on Form 8-K with the U.S. Securities and Exchange Commission, and make such other public disclosures as are required by law.
 - **Indemnification:** The Transaction Documents shall include such provisions regarding indemnification and limitations on claims as are customary for transactions of a similar size and nature to the Transaction.
 - **Intention:** No legally binding obligations shall be created, implied or inferred unless and until the Parties proceed with the Transaction Documents in final form, namely a Subscription Agreement and a Shareholders Agreement, which are to
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be executed and delivered by all Parties. This MOU represents an indication of interest and does not constitute a legally binding offer, obligation, undertaking, or limitation, on the part of any party hereto concerning purchase of any shares in tZERO, nor does it impose any obligation to make such an offer or enter into any agreements.

- **Validity:** This MOU shall come into force as of the date of its signing by the Parties and will remain in force until March 30, 2019. The Parties may decide to extend the validity of this MOU by mutual written consent signed by their authorized representatives.
- **Closing Conditions:** The obligations of the Investors to consummate the Transaction will be subject to, among other things, the satisfaction of the following conditions:
 - (i) satisfactory completion of legal, accounting, tax, financial, commercial and environmental due diligence;
 - (ii) negotiation, execution and delivery of satisfactory and mutually acceptable Transaction Documents;
 - (iii) absence of any material adverse change in the business, results of operations, condition (financial or otherwise) or prospects of TZERO;
 - (iv) absence of any material adverse change in the financial markets or economic conditions;
 - (v) receipt of all necessary governmental, board of directors, investment committee and third-party approvals; and true and correct representations and warranties as of the Closing Date
- **Representations and Warranties:** The Transaction Documents will contain representations and warranties that are customary for transactions of this size and nature.
- **Governing Law:** The Transaction Documents and this MOU will be governed by the laws of the State of Delaware.
- **Dispute Resolution:** Any controversy, conflict or dispute of any nature arising out of or relating to the Transaction contemplated herein will be settled exclusively and finally by arbitration governed by ICC rules carried out in Singapore. TZERO and 'Entity to be nominated' will each select one arbitrator to represent them, and the two arbitrators together will select a third arbitrator for the proceedings.
- **Expenses:** Each Party will bear its own expenses.
- **Timing:** Target funding by Mid-April 2019.

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the date first set forth above.

T0.COM, Inc.

/s/ Saum Noursalehi

By: Saum Noursalehi

Title: Chief Executive Officer

INVESTORS:

Marka Capital Partners Pte Ltd

/s/ Ali Ijaz Ahmad

By: /s/ Ali Ijaz Ahmad

Title: Director

GoldenSand Capital Ltd

/s/Sonny Wu

By: Sonny Wu

Title: Director