

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K/A

CURRENT REPORT

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

January 22, 2018

Date of Report (Date of earliest event reported)

MassRoots, Inc.

(Exact name of registrant as specified in its charter)

Delaware

000-55431

46-2612944

(State or other jurisdiction of incorporation)

(Commission File Number)

(IRS Employer Identification No.)

1624 Market Street, Suite 201, Denver, CO

80202

(Address of principal
executive offices)

(Zip Code)

(833) 467-6687

(Registrant's telephone number, including area code)

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 (see General Instruction A.2. below):

- 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.

EXPLANATORY NOTE

The purpose of this amendment (the “Amendment”) to MassRoots, Inc.’s (the “Company’s”) Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on January 16, 2018 (the “Original Form 8-K”) is to correct an error in the CFO Services Agreement (the “Agreement”) filed as Exhibit 10.1 to the Original Form 8-K. The Agreement indicated that Jesus Quintero, the Company’s Chief Financial Officer, will receive 250,000 shares of the Company’s common stock which will vest over a period of one year from the date of the Agreement rather than the entire issuance vesting upon the date of the Agreement.

Except as described above, no other changes to the Original Form 8-K have been made. The Amendment continues to speak as of the date of the Original Form 8-K, and we have not updated the disclosures contained therein to reflect any events which occurred at a date subsequent to the filing of the Original Form 8-K. The filing of this Amendment shall not be deemed to be an admission that the Original Form 8-K, when made, included any untrue statement of a material fact or omitted to state a material fact necessary to make a statement not misleading.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	CFO Services Agreement

SIGNATURES

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.

Date: January 22, 2018

MassRoots, Inc.

By: /s/ Isaac Dietrich
Isaac Dietrich
Chief Executive Officer

CFO Services Agreement

This CFO Services Agreement is entered into as of **January 10, 2018** between Jesus Quintero (“**Quintero**”), and Massroots, Inc. (the “**Company**”). Quintero hereby agrees to serve as Chief Financial Officer of Massroots, Inc. for a period of one year, with automatic renewal every **January 10**, unless written notice is provided by the Company to Quintero 90 days before renewal.

The compensation will be paid monthly at the beginning of each month, at a rate of USD \$4,000.00. Unless otherwise directed by Quintero, all payments shall be issued in the name of JDE Development LLC and sent to:

JDE Development LLC
16860 SW 1st Street, Pembroke Pines, FL 33027

In addition, the Company will issue Quintero 250,000 shares of the Company common stock (trading symbol “MSRT”) which will vest in full as of January 10, 2018. These shares will be issued in the name of Jesus M. Quintero.

There will be no other fees or charges by Quintero to the Company other than pre-approved direct, third party reimbursements for costs, and pre-approved travel and related expenses.

Specific responsibilities of Quintero for the Company shall include:

1. Review and analysis of the historical accounting records
2. Implementation of appropriate internal financial controls
3. Interacting with the Company’s internal accounting staff
4. Liaison with the Company’s auditor and securities attorney regarding filing and reporting requirements
5. Preparation of financial statements including footnotes for 10Q and 10K reporting
6. Preparation of analysis of operations as may be required in regulatory filings
7. Preparation as may be required of forecasts and budgets
8. Final review and signing of financial statements and regulatory filings
9. Maintaining the books and records and U.S. account(s) for the Company
10. Meeting with Company management and visits to the Company’s facilities as may be required
11. Participation at investor meetings and conferences as may be required
12. Responding to phone calls from the financial community and investors

Quintero and the Company agree that the performance, compensation, and time commitment by Quintero shall be reviewed and agreed upon on an annual basis. Quintero shall be treated as a contract worker.

Quintero shall be entitled to reimbursement for appropriate business expenses, as well as travel and related expenses.

This CFO Services Agreement shall be in force until such time as a formal Employment Agreement is entered into by Quintero and the Company.

Either Quintero or the Company may terminate this Agreement provided they give ninety (90) days written notice of the termination. Upon termination by the Company, Quintero shall be entitled to recover from the Company, including, but not limited to, payment for all work performed through the date of termination.

In the event of any dispute between the parties arising out of or relating to this Agreement, said dispute shall be governed the laws of the State of Florida without reference to its conflict of law rules.

Agreed to:

Jesus M Quintero

Date

Isaac Dietrich,

Date