Form 1-A Issuer Information	UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549 FORM 1-A REGULATION A OFFERING STATEMENT UNDER THE SECURITIES ACT OF 1933	OMB APPROVAL
FORM 1-A		OMB Number: 3235-0286 Estimated average burden hours per response: 608.0

1-A: Filer Information

Issuer CIK	0001853825
Issuer CCC	XXXXXXXX
DOS File Number	
Offering File Number	
Is this a LIVE or TEST Filing?	LIVE / TEST
Would you like a Return Copy?	☑
Notify via Filing Website only?	☐
Since Last Filing?	☐

Submission Contact Information

Name	
Phone	
E-Mail Address	

1-A: Item 1. Issuer Information

Issuer Infomation

Exact name of issuer as specified in the issuer's charter	THUMZUP MEDIA Corp
Jurisdiction of Incorporation / Organization	NEVADA
Year of Incorporation	2020
CIK	0001853825
Primary Standard Industrial Classification Code	SERVICES-COMPUTER PROCESSING & DATA PREPARATION
I.R.S. Employer Identification Number	86-3651036
Total number of full-time employees	1
Total number of part-time employees	0

Contact Infomation

Address of Principal Executive Offices

Address 1	11845 W Olympic Blvd, Suite 1100W #13
Address 2	
City	Los Angeles
State/Country	CALIFORNIA
Mailing Zip/ Postal Code	90064
Phone	310-237-2887

Provide the following information for the person the Securities and Exchange Commission's staff should call in connection with any pre-qualification review of the offering statement.

Name	Joseph Nunziata

Address 1	
Address 2	
City	
State/Country	
Mailing Zip/ Postal Code	
Phone	

Provide up to two e-mail addresses to which the Securities and Exchange Commission's staff may send any comment letters relating to the offering statement. After qualification of the offering statement, such e-mail addresses are not required to remain active.

Financial Statements

Use the financial statements for the most recent period contained in this offering statement to provide the following information about the issuer. The following table does not include all of the line items from the financial statements. Long Term Debt would include notes payable, bonds, mortgages, and similar obligations. To determine "Total Revenues" for all companies selecting "Other" for their industry group, refer to Article 5-03(b)(1) of Regulation S-X. For companies selecting "Insurance", refer to Article 7-04 of Regulation S-X for calculation of "Total Revenues" and paragraphs 5 and 7 of Article 7-04 for "Costs and Expenses Applicable to Revenues".

Industry Group (select one)	○ Banking ○ Insurance ◉ Other

Balance Sheet Information

Cash and Cash Equivalents	$ 1099761.00
Investment Securities	$ 0.00
Total Investments	$
Accounts and Notes Receivable	$ 0.00
Loans	$
Property, Plant and Equipment (PP&E):	$ 3093.00
Property and Equipment	$
Total Assets	$ 1226692.00
Accounts Payable and Accrued Liabilities	$ 32256.00
Policy Liabilities and Accruals	$
Deposits	$
Long Term Debt	$ 0.00
Total Liabilities	$ 32256.00
Total Stockholders' Equity	$ 1194436.00
Total Liabilities and Equity	$ 1226692.00

Statement of Comprehensive Income Information

Total Revenues	$ 6524.00
Total Interest Income	$
Costs and Expenses Applicable to Revenues	$ 1900.00
Total Interest Expenses	$

Depreciation and Amortization	$ 1620.00
Net Income	$ -792445.00
Earnings Per Share - Basic	$ -0.13
Earnings Per Share - Diluted	$ -0.13
Name of Auditor (if any)	Haynie & Company

Outstanding Securities

Common Equity

Name of Class (if any) Common Equity	Common
Common Equity Units Outstanding	7106336
Common Equity CUSIP (if any):	88604J103
Common Equity Units Name of Trading Center or Quotation Medium (if any)	OTCQB

Preferred Equity

Preferred Equity Name of Class (if any)	Series A Preferred Convertible
Preferred Equity Units Outstanding	116489
Preferred Equity CUSIP (if any)	00000none
Preferred Equity Name of Trading Center or Quotation Medium (if any)	none

Debt Securities

Debt Securities Name of Class (if any)	none
Debt Securities Units Outstanding	0
Debt Securities CUSIP (if any):	00000none
Debt Securities Name of Trading Center or Quotation Medium (if any)	none

1-A: Item 2. Issuer Eligibility

Issuer Eligibility

Check this box to certify that all of the following statements are true for the issuer(s)

☑

- Organized under the laws of the United States or Canada, or any State, Province, Territory or possession thereof, or the District of Columbia.
- Principal place of business is in the United States or Canada.
- Not subject to section 13 or 15(d) of the Securities Exchange Act of 1934.
- Not a development stage company that either (a) has no specific business plan or purpose, or (b) has indicated that its business plan is to merge with an unidentified company or companies.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.
- Not issuing fractional undivided interests in oil or gas rights, or a similar interest in other mineral rights.
- Not issuing asset-backed securities as defined in Item 1101 (c) of Regulation AB.
- Not, and has not been, subject to any order of the Commission entered pursuant to Section 12(j) of the Exchange Act (15 U.S.C. 78l(j)) within five years before the filing of this offering statement.
- Has filed with the Commission all the reports it was required to file, if any, pursuant to Rule 257 during the two years immediately before the filing of the offering statement (or for such shorter period that the issuer was required to file such reports).

1-A: Item 3. Application of Rule 262

Application Rule 262

Check this box to certify that, as of the time of this filing, each person described in Rule 262 of Regulation A is either not disqualified under that rule or is disqualified but has received a waiver of such disqualification.

☑

Check this box if "bad actor" disclosure under Rule 262(d) is provided in Part II of the offering statement.

☐

1-A: Item 4. Summary Information Regarding the Offering and Other Current or Proposed Offerings

Summary Infomation

Check the appropriate box to indicate whether you are conducting a Tier 1 or Tier 2 offering	○ Tier1 ◉ Tier2
Check the appropriate box to indicate whether the financial statements have been audited	○ Unaudited ◉ Audited

Types of Securities Offered in this Offering Statement (select all that apply)

☑ Equity (common or preferred stock)

Does the issuer intend to offer the securities on a delayed or continuous basis pursuant to Rule 251(d)(3)?	◉ Yes ○ No
Does the issuer intend this offering to last more than one year?	○ Yes ◉ No
Does the issuer intend to price this offering after qualification pursuant to Rule 253(b)?	○ Yes ◉ No
Will the issuer be conducting a best efforts offering?	◉ Yes ○ No
Has the issuer used solicitation of interest communications in connection with the proposed offering?	○ Yes ◉ No
Does the proposed offering involve the resale of securities by affiliates of the issuer?	○ Yes ◉ No
Number of securities offered	4000000
Number of securities of that class outstanding	7106336

The information called for by this item below may be omitted if undetermined at the time of filing or submission, except that if a price range has been included in the offering statement, the midpoint of that range must be used to respond. Please refer to Rule 251(a) for the definition of "aggregate offering price" or "aggregate sales" as used in this item. Please leave the field blank if undetermined at this time and include a zero if a particular item is not applicable to the offering.

Price per security	$ 6.0000
The portion of the aggregate offering price attributable to securities being offered on behalf of the issuer	$ 6.00
The portion of the aggregate offering price attributable to securities being offered on behalf of selling securityholders	$ 0.00
The portion of the aggregate offering price attributable to all the securities of the issuer sold pursuant to a qualified offering statement within the 12 months before the qualification of this offering statement	$ 0.00
The estimated portion of aggregate sales attributable to securities that may be sold pursuant to any other qualified offering statement concurrently with securities being sold under this offering statement	$ 0.00
Total (the sum of the aggregate offering price and aggregate sales in the four preceding paragraphs)	$ 6.00

Anticipated fees in connection with this offering and names of service providers

Underwriters - Name of Service Provider		Underwriters - Fees	$
Sales Commissions - Name of Service Provider	Dalmore Group	Sales Commissions - Fee	$ 240000.00
Finders' Fees - Name of Service Provider		Finders' Fees - Fees	$
Accounting or Audit - Name of Service Provider	Haynie & Company	Accounting or Audit - Fees	$ 5000.00
Legal - Name of Service Provider	Sichenzia Ross Ference LLP	Legal - Fees	$ 25000.00
Promoters - Name of Service Provider		Promoters - Fees	$

Blue Sky Compliance - Name of Service Provider		Blue Sky Compliance - Fees	$
CRD Number of any broker or dealer listed:	136352		
Estimated net proceeds to the issuer	$ 22320000.00		
Clarification of responses (if necessary)			

1-A: Item 5. Jurisdictions in Which Securities are to be Offered

Jurisdictions in Which Securities are to be Offered

Using the list below, select the jurisdictions in which the issuer intends to offer the securities

Selected States and Jurisdictions	ALABAMA
	ALASKA
	ARIZONA
	ARKANSAS
	CALIFORNIA
	COLORADO
	CONNECTICUT
	DELAWARE
	FLORIDA
	GEORGIA
	HAWAII
	IDAHO
	ILLINOIS
	INDIANA
	IOWA
	KANSAS
	KENTUCKY
	LOUISIANA
	MAINE
	MARYLAND
	MASSACHUSETTS
	MICHIGAN
	MINNESOTA
	MISSISSIPPI
	MISSOURI
	MONTANA
	NEBRASKA
	NEVADA
	NEW HAMPSHIRE
	NEW JERSEY
	NEW MEXICO
	NEW YORK
	NORTH CAROLINA
	NORTH DAKOTA
	OHIO
	OKLAHOMA
	OREGON
	PENNSYLVANIA
	RHODE ISLAND
	SOUTH CAROLINA
	SOUTH DAKOTA
	TENNESSEE
	TEXAS
	UTAH
	VERMONT
	VIRGINIA
	WASHINGTON
	WEST VIRGINIA
	WISCONSIN
	WYOMING
	DISTRICT OF COLUMBIA
	PUERTO RICO

Using the list below, select the jurisdictions in which the securities are to be offered by underwriters, dealers or sales persons or check the appropriate box

None	☐

Same as the jurisdictions in which the issuer intends to offer the securities	☑
Selected States and Jurisdictions	ALABAMA ALASKA ARIZONA ARKANSAS CALIFORNIA COLORADO CONNECTICUT DELAWARE FLORIDA GEORGIA HAWAII IDAHO ILLINOIS INDIANA IOWA KANSAS KENTUCKY LOUISIANA MAINE MARYLAND MASSACHUSETTS MICHIGAN MINNESOTA MISSISSIPPI MISSOURI MONTANA NEBRASKA NEVADA NEW HAMPSHIRE NEW JERSEY NEW MEXICO NEW YORK NORTH CAROLINA NORTH DAKOTA OHIO OKLAHOMA OREGON PENNSYLVANIA RHODE ISLAND SOUTH CAROLINA SOUTH DAKOTA TENNESSEE TEXAS UTAH VERMONT VIRGINIA WASHINGTON WEST VIRGINIA WISCONSIN WYOMING DISTRICT OF COLUMBIA PUERTO RICO

1-A: Item 6. Unregistered Securities Issued or Sold Within One Year

Unregistered Securities Issued or Sold Within One Year

None ☐

Unregistered Securities Issued

As to any unregistered securities issued by the issuer of any of its predecessors or affiliated issuers within one year before the filing of this Form 1-A, state:

(a)Name of such issuer	Thumzup Media Corporation
(b)(1) Title of securities issued	Common and Series A Preferred Shares
(2) Total Amount of such securities issued	562508

(3) Amount of such securities sold by or for the account of any person who at the time was a director, officer, promoter or principal securityholder of the issuer of such securities, or was an underwriter of any securities of such issuer.	0
(c)(1) Aggregate consideration for which the securities were issued and basis for computing the amount thereof.	2,069,013
(2) Aggregate consideration for which the securities listed in (b)(3) of this item (if any) were issued and the basis for computing the amount thereof (if different from the basis described in (c)(1)).	

Unregistered Securities Act

(d) Indicate the section of the Securities Act or Commission rule or regulation relied upon for exemption from the registration requirements of such Act and state briefly the facts relied upon for such exemption	These securities were sold to accredited investors in private placements pursuant to section 4(a)(2) of the Securities Act of 1933.

THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SOLICITATION MATERIALS. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED ARE EXEMPT FROM REGISTRATION.

THE SECURITIES OFFERED HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY STATE REGULATORY AUTHORITY NOR HAS ANY STATE REGULATORY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

Form 1-A Offering Circular
Regulation A Tier 2 Offering

Offering Circular

For

THUMZUP MEDIA CORPORATION

A Nevada Corporation

November __, 2022

SECURITIES OFFERED	:	4,000,000 Shares of Common Stock
PRICE PER SHARE	:	$6.00
MAXIMUM OFFERING AMOUNT	:	$24,000,000.00
MINIMUM OFFERING AMOUNT	:	None
MINIMUM INVESTMENT	:	$1,000.00
CONTACT INFORMATION	:	Thumzup Media Corporation 11845 W Olympic Blvd, Suite 1100W #13 Los Angeles, CA 90064 (310) 237-2887

Generally, no sale may be made to you in this Offering if the aggregate purchase price you pay is more than ten (10%) percent of the greater of your annual income or net worth. Different rules apply to accredited investors and non-natural persons. Before making any representation that your investment does not exceed applicable thresholds, Investors are encouraged to review rule 251(d)(2)(i)(C) of Regulation A. For general information on investing, Investors are encouraged to refer to www.investor.gov.

Thumzup Media Corporation (the "Company" or "Thumzup®" or the "Issuer") is a Nevada corporation, formed on October 27, 2020, by filing Articles of Incorporation with the Secretary of the State of Nevada. (see Exhibit 2 "Articles of Incorporation and Other Corporate Documents").

The Company is offering (the "Offering") by means of this offering circular (the "Offering Circular") Company equity in the form of Common Stock denominated in shares (the "Shares") on a "best-efforts" and ongoing basis to investors who meet the Investor Suitability standards as set forth herein. (See "Investor Suitability" below.) The Company will offer Shares through the Investor Portal on the Company's website, https://www.thumzupmedia.com/invest (the "Platform"), and through Dalmore Group, LLC, a FINRA-registered broker-dealer.

The minimum investment amount per investor is $1,000.00 representing one hundred, sixty-seven (167) Shares at $6.00 per Share. The Company is run by a board of directors, comprised of a total of up to 5 directors (the "Board" collectively, "Director" when referring to a single director). As of the date of this Offering Circular, the Company has two Directors sitting on the Board. The day-to-day management and investment decisions of the Company are vested in the Board and in the Officers. The Company intends to use the Proceeds from this Offering (the "Proceeds") to expand sales to new advertisers ("Advertisers"), expand acquiring new creators ("Creators"), and improve and further develop the technology.

Sales of the Shares pursuant to the Offering will commence immediately upon qualification of the Offering by the SEC (the "Effective Date") and will terminate at the discretion of the Board or twelve (12) months following the Effective Date, whichever is earlier. The Company has set the maximum offering amount at $24,000,000 ("Maximum Offering Amount"). The Company may increase the Maximum Offering Amount at its sole and absolute discretion, subject to qualification by the SEC of a post-qualification amendment. However, the Maximum Proceeds from this Offering shall not exceed $75,000,000.00 in any twelve (12) month period in accordance with Tier II of Regulation A as set forth under the Securities Act of 1933, as amended, ("Reg A Tier II" or "Tier II"). The Company intends to offer the Shares described herein on a continuous and ongoing basis pursuant to Rule 251(d)(3)(i)(F). Further, the acceptance of Investor subscriptions may be briefly paused at times to allow the Company to effectively and accurately process and settle subscriptions that have been received. (See "Terms of the Offering" below.)

The Company stock is presently quoted on the Over-The-Counter Venture Market exchange (OTCQB) under the symbol "TZUP". The Offering price of the Shares offered through this Offering is arbitrary and does not bear any relationship to the value of the assets of the Company.

Investors who purchase Shares will become shareholders of the Company ("Investors" or "Shareholders" subject to the terms of the Articles of Incorporation and Bylaws of the Company (see Exhibits 2A and 2B, respectively) once the Company deposits the Investor's investment into the Company's main operating account. There are no selling shareholders in this Offering.

The Directors and Officers may receive compensation from the Company as Directors, and / or employees. (See "Risk Factors", "Compensation of Directors and Officers" below.) Investing in the Shares is speculative and involves substantial risks, including risk of complete loss. Prospective Investors should purchase the Shares only if they can afford a complete loss of their investment. **(See "Risk Factors" below starting on Page 5)**

As of the date of this Offering Circular, the Company has engaged Pacific Stock Transfer as transfer agent for this Offering.

RULE 251(D)(3)(I)(F) DISCLOSURE. RULE 251(D)(3)(I)(F) PERMITS REGULATION A OFFERINGS TO CONDUCT ONGOING CONTINUOUS OFFERINGS OF SECURITIES FOR MORE THAN THIRTY (30) DAYS AFTER THE QUALIFICATION DATE IF: (1) THE OFFERING WILL COMMENCE WITHIN TWO (2) DAYS AFTER THE QUALIFICATION DATE; (2) THE OFFERING WILL BE MADE ON A CONTINUOUS AND ONGOING BASIS FOR A PERIOD THAT MAY BE IN EXCESS OF THIRTY (30) DAYS OF THE INITIAL QUALIFICATION DATE; (3) THE OFFERING WILL BE IN AN AMOUNT THAT, AT THE TIME THE OFFERING CIRCULAR IS QUALIFIED, IS REASONABLY EXPECTED TO BE OFFERED AND SOLD WITHIN ONE (1) YEAR FROM THE INITIAL QUALIFICATION DATE; AND (4) THE SECURITIES MAY BE OFFERED AND SOLD ONLY IF NOT MORE THAN THREE (3) YEARS HAVE ELAPSED SINCE THE INITIAL

QUALIFICATION DATE OF THE OFFERING, UNLESS A NEW OFFERING CIRCULAR IS SUBMITTED AND FILED BY THE COMPANY PURSUANT TO RULE 251(D)(3)(I)(F) WITH THE SEC COVERING THE REMAINING SECURITIES OFFERED UNDER THE PREVIOUS OFFERING; THEN THE SECURITIES MAY CONTINUE TO BE OFFERED AND SOLD UNTIL THE EARLIER OF THE QUALIFICATION DATE OF THE NEW OFFERING CIRCULAR OR THE ONE HUNDRED EIGHTY (180) CALENDAR DAYS AFTER THE THIRD ANNIVERSARY OF THE INITIAL QUALIFICATION DATE OF THE PRIOR OFFERING CIRCULAR. THE COMPANY INTENDS TO OFFER THE SHARES DESCRIBED HEREIN ON A CONTINUOUS AND ONGOING BASIS PURSUANT TO RULE 251(D)(3)(I)(F). THE COMPANY INTENDS TO COMMENCE THE OFFERING IMMEDIATELY AND NO LATER THAN TWO (2) DAYS FROM THE INITIAL QUALIFICATION DATE. THE COMPANY REASONABLY EXPECTS TO OFFER AND SELL THE SECURITIES STATED IN THIS OFFERING CIRCULAR WITHIN ONE (1) YEAR FROM THE INITIAL QUALIFICATION DATE.

The Company will commence sales of the Shares immediately upon qualification of the Offering by the SEC. The Company approximates sales will commence during Q4 of 2022.

	Price to Public*	Commissions**	Proceeds to the Issuer***	Proceeds to Other Persons
Amount to be Raised per Share	$ 6.00	$ 0.42	$ 5.58	Not Applicable
Minimum Investment Amount	$ 1,000.00	$ 70.00	$ 930.00	Not Applicable
Minimum Offering Amount	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Maximum Offering Amount	$ 24,000,000.00	$ 1,680,000.00	$ 22,320,000.00	Not Applicable

*The Offering price per Share for Investors was arbitrarily determined by the Board.

** The Company has engaged Dalmore Group, LLC, member FINRA/SIPC (“Dalmore”), to act as the broker-dealer of record in connection with this Offering, but not for underwriting or placement agent services. This includes the 1% commission, but it does not include the one-time set-up fee and consulting fee payable by the Company to Dalmore. See “Plan of Distribution” for more details. To the extent that the Company’s officers and directors make any communications in connection with the Offering they intend to conduct such efforts in accordance with an exemption from registration contained in Rule 3a4-1 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and, therefore, none of them is required to register as a broker-dealer.

The Company may pay up to 6% in additional commissions to registered broker-dealers.

***Net Deployable Proceeds to the Company only reflect an approximation of the Proceeds.

TABLE OF CONTENTS

SUMMARY OF THE OFFERING

The following information is only a brief summary of, and is qualified in its entirety by, the detailed information appearing elsewhere in this Offering. This Offering Circular, together with the exhibits attached including, but not limited to, the Company Articles of Incorporation and Bylaws, copies of which are attached hereto as Exhibits 2A and 2B and should be carefully read in their entirety before any investment decision is made. If there is a conflict between the terms contained in this Offering Circular and these documents, the Articles of Incorporation and Bylaws shall prevail and control, and no Investor should rely on any reference herein to the Articles of Incorporation and Bylaws without consulting the actual underlying documents.

COMPANY INFORMATION AND BUSINESS

Thumzup Media Corporation is a Nevada corporation. The principal place of business is located at 11845 W Olympic Blvd, Suite 1100W #13, Los Angeles, CA 90064

MANAGEMENT

The Company is managed by a Board of Directors. The Board is authorized to hold up to (5) Directors. At this time the Company is operating with two (2) sitting Directors. The Company has one (1) Officer. See “Directors, Officers, and Significant Employees” below.

THE OFFERING

The Company is selling equity in the form of Shares of Common Stock through this Offering of up to $24,000,000. The Company will use the Proceeds of this Offering to expand sales to new Advertisers, acquire new Creators, and improve and further develop the technology. See “Use of Proceeds” below.

SECURITIES BEING OFFERED

The Shares are being offered at a purchase price of $6.00 per Share. The Minimum Investment Amount for any Investor is $1,000.00.

For a complete summary of the rights granted to holders of Common Stock see “Description of the Securities” below.

COMPENSATION TO DIRECTORS	The Company currently pays one of its Directors $1,000.00 per calendar quarter. The Company's Chief Executive Officer is paid $5,000.00 per month for his service as an officer, but does not earn any additional compensation for his service as a director. For more information see "Compensation of the Directors and Officers" section below. The Director, Officers, and employees of the Company will not be compensated through commissions for the sale of the Shares through this Offering.
PRIOR EXPERIENCE OF COMPANY MANAGEMENT	The Directors and Officers have extensive experience in vital aspects of the Company's business. See "Directors, Officers, and Significant Employees" below.

INVESTOR SUITABILITY STANDARDS	The Shares will not be sold to any person unless they are a "Qualified Purchaser". A Qualified Purchaser includes: (1) an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 (the "Securities Act"); or (2) all other Investors who meet the investment limitations set forth in Rule 251(d)(2)(C) of Regulation A. Such persons as stated in (2) above must conform with the "Limitations on Investment Amount" as described in the next section. Each person acquiring Shares may be required to represent that he, she, or it is purchasing the Shares for his, her, or its own account for investment purposes and not with a view to resell or distribute the securities. Each prospective purchaser of Shares may be required to furnish such information or certification as the Company may require determining whether any person or entity purchasing Shares is an Accredited Investor if such is claimed by the Investor.
LIMITATIONS ON INVESTMENT AMOUNT	For Qualified Purchasers who are Accredited Investors, there is no limitation as to the amount invested through the purchase of Shares. For non-Accredited Investors, the aggregate purchase price paid to the Company for the purchase of the Shares cannot be more than 10% of the greater of the purchaser's (1) annual income or net worth if purchaser is a natural person; or (2) revenue or net assets for the purchaser's most recently completed fiscal year if purchaser is a non-natural person. Different rules apply to Accredited Investors and no-natural persons. Each Investor should review 251(d)(2)(iC) of Regulation A before purchasing the Shares.
COMMISSIONS FOR SELLING SHARES	The Shares will be offered and sold directly by the Company, the Board, the Officers, and Company's employees. No commissions for selling the Shares will be paid to the Company, the Board, the Officers, or the Company's employees. 7% of the offering proceeds shall be payable to broker-dealers in connection with this offering. The Company has engaged Dalmore to act as the broker-dealer of record in connection with this Offering, but not for underwriting or placement agent services. This includes the 1% commission, but it does not include the one-time set-up fee and consulting fee payable by the Company to Dalmore. 6% shall be reserved for future broker-dealers that become a part of this offering.
SELLING SECURITYHOLDERS	There will be no selling Shareholders in this Offering. See "Plan of Distribution" and "Selling Shareholders" below.
COMPANY EXPENSES	Except as otherwise provided herein, the Company shall bear all costs and expenses associated with the Offering, the operation of the Company, including, but not limited to, the annual tax preparation of the Company's tax returns, any state and federal income tax due, accounting fees, filing fees, and independent audit reports.

FORWARD LOOKING STATEMENTS

Investors should not rely on forward-looking statements because they are inherently uncertain. Investors should not rely on forward-looking statements in this Offering Circular. This Offering Circular contains forward-looking statements that involve risks and uncertainties. The use of words such as "anticipated," "projected," "forecasted," "estimated," "prospective," "believes," "expects," "plans," "future," "intends," "should," "can," "could," "might," "potential," "continue," "may," "will," and similar expressions identify these forward-looking statements. Investors should not place undue reliance on these forward-looking statements, which may apply only as of the date of this Offering Circular.

INVESTOR SUITABILITY STANDARDS

All persons who purchase the Shares of the Company pursuant to the Securities Purchase Agreement, attached hereto as Exhibit 4, must comply with the Investor Suitability Standards as provided below. It is the responsibility of the purchaser of the Shares to verify compliance with the Investor Suitability Standards. The Company may request that Investor verify compliance, but the Company is under no obligation to do so. By purchasing Shares pursuant to this Offering, the Investor self-certifies compliance with the Investor Suitability Standards. If, after the Company receives Investor's funds and transfers ownership of the Shares, the Company discovers that the Investor does not comply with the Investor Suitability Standards as provided, the transfer will be deemed null and void *ab initio* and the Company will return Investor's funds to the purported purchaser. The amounts returned to the purported purchaser will be equal to the purchase price paid for the Shares less any costs incurred by the Company in the initial execution of the null purchase and any costs incurred by the Company in returning the Investor's funds. These costs may include any transfer fees, sales fees/commissions, or other fees paid to transfer agents or brokers.

The Company's Shares are being offered and sold only to "Qualified Purchasers" as defined in Regulation A.

Qualified Purchasers include

(i) "Accredited Investors" defined under Rule 501(a) of Regulation D (as explained below); and

(ii) All other Investors so long as their investment in the Company's Shares does not represent more than 10% of the greater of the Investor's, alone or together with a spouse or spousal equivalent, annual income or net worth (for natural persons), or 10% of the greater of annual revenue or net assets at fiscal year-end (for non-natural persons).

The Shares are offered hereby and sold to Investors that meet one of the two categories above. To qualify as an Accredited Investor, for purposes of satisfying one of the tests in the Qualified Purchaser definition, an Investor must meet one of the following conditions

1) An **Accredited Investor**, in the context of a natural person, includes anyone who

(i) Earned income that exceeded $200,000 (or $300,000 together with a spouse or spousal equivalent) in each of the prior two years, and reasonably expects the same for the current year or

(ii) Has a net worth over $1 million, either alone, or together with a spouse or spousal equivalent (excluding the value of the person's primary residence), or

(iii) Holds in good standing a Series 7, 65, or 82 license.

2) **Additional Accredited Investor categories** include

(i) Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934 (the "Exchange Act"); any insurance company as defined in Section 2(13) of the Exchange Act; any investment company registered under the Investment Fund Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Fund (SBIC) licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a State, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5 million any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of $5 million or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors;

(ii) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

(iii) Any organization described in Section 501(c)(3)(d) of the Internal Revenue Code of 1986, as amended (the "Code"), corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5 million;

(iv) Any director or executive officer, or Fund of the issuer of the securities being sold, or any director, executive officer, or Fund of a Fund of that issuer;

(v) Any trust, with total assets in excess of $5 million, 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)(b)(2)(ii) of the Code; or

(vi) Any entity in which all of the equity owners are Accredited Investors as defined above.

RISK FACTORS

The SEC requires the Company to identify risks that are specific to its business and its financial condition. The Company is still subject to all the same risks that all companies in its business, and all companies in the economy, are exposed to. These include risks relating to economic downturns, political and economic events and technological developments (such as hacking and the ability to prevent hacking). Additionally, early-stage companies are inherently riskier than more developed companies. prospective Investors should consider general risks as well as specific risks when deciding whether to invest.

Risks Related to the Company and Its Business

In addition to the other information in this Offering Circular, prospective Investors should carefully consider the following factors in evaluating the Company and its business. This Offering Circular contains, in addition to historical information, forward-looking statements that involve risks and uncertainties, some of which are beyond the Company's control. Should one or more of these risks and uncertainties materialize or should underlying assumptions prove incorrect, the Company's actual results could differ materially. Factors that could cause or contribute to such differences include, but are not limited to, those discussed below, as well as those discussed elsewhere in this Offering Circular, including the documents incorporated by reference.

There are risks associated with investing in businesses such as the Company that are primarily engaged in research and development. In addition to risks which could apply to any company or business, a prospective Investor should also consider the business the Company is in and the following:

Source and Need for Capital

The Company is a recently formed company with an unproven business plan, has not yet established profitable operations and has generated minimal revenue The Company has principally funded its operations through the sale of senior secured convertible promissory notes in the aggregate principal amount of $215,000 (all of which have been converted into either common or preferred stock), the sale of Common Stock yielding gross proceeds of approximately $1,853,500, and the sale of 19,781 shares of Series A Preferred for aggregate proceeds of approximately $890,000. As the Company moves forward in developing its technology and commercializing the Thumzup mobile application (the "Thumzup® App" or "App"), or as it responds to potential opportunities and/or adverse events, the Company's working capital needs may change. Pending its ability to generate adequate cash flow, as to which no assurance can be given, the Company likely will continue to incur significant losses in the foreseeable future for various reasons, including unforeseen expenses, difficulties, complications, and delays, and other unknown events. As a result, the Company will require additional funding to sustain its ongoing operations and to continue its research and development activities. The Company cannot assure that its available funds will be sufficient to meet its anticipated needs for working capital and capital expenditures through any period of twelve months.

The Company's ability to generate positive cash flow will be dependent upon its ability to recruit and retain Advertisers and Creators. The Company can give no assurances it will generate sufficient cash flows in the future to satisfy its liquidity requirements or sustain continuing operations, or that additional funding, if required, will be available when needed or, if available, on favorable terms.

History of Operating Losses

The Company was formed in October 2020 and has not yet established profitable operations and has generated nominal revenue. From January 1, 2021 through December 31, 2021, the Company incurred $857,255 in net losses primarily due to $716,524 in software research and development expenses, $102,698 in general and administrative expenses, and $17,486 in interest expense. From January 1, 2022 through September 30, 2022, the Company has incurred $792,445 in net losses primarily due to $412,477 in software research and development expenses, $243,979 in general and administrative expenses, and $8,886 in interest expense.

The Company expects to continue to incur losses from operations and negative cash flows, which raise substantial doubt about its ability to continue as a "going concern."

The Company anticipates incurring additional losses until such time, if ever, it can obtain adequate Advertiser support and acceptance by Creators. Substantial additional financing will be needed to fund the Company's development, marketing and sales activities and generally to commercialize its technology and develop brand support and Creator acceptance. These factors raise substantial doubt about the Company's ability to continue as a going concern.

The Company will seek to obtain additional capital through the issuance of debt or equity financings or other arrangements to fund operations; however, there can be no assurance it will be able to raise needed capital under acceptable terms, if at all. The sale of additional equity may dilute existing shareholders and newly issued shares may contain senior rights and preferences compared to currently outstanding shares of Common Stock. Issued debt securities may contain covenants and limit the Company's ability to pay dividends or make other distributions to Shareholders. If the Company is unable to obtain such additional financing, future operations would need to be scaled back or discontinued. Due to the uncertainty in the Company's ability to raise capital, the Company believes that there is substantial doubt as to its ability to continue as a going concern.

The Company's independent registered public accounting firm's reports have raised substantial doubt as to its ability to continue as a "going concern."

The Company's independent registered public accounting firm indicated in its reports on the audited financial statements as of and for the periods October 27, 2020 through December 31, 2020, and January 1, 2021 through December 31, 2021, that there is substantial doubt about the Company's ability to continue as a going concern. A "going concern" opinion indicates that the financial statements have been prepared assuming the business will continue as a going concern and do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets, or the amounts and classification of liabilities that may result if the Company does not continue as a going concern. Therefore, prospective Investors should not rely on the Company balance sheet as an indication of the amount of proceeds that would be available to satisfy claims of creditors, and potentially be available for distribution to shareholders, in the event of liquidation. The presence of the going concern note to the Company's financial statements may have an adverse impact on the relationships the Company is developing and plan to develop with third parties as it continues the commercialization of its products and could make it challenging and difficult for the Company to raise additional financing, all of which could have a material adverse impact on the business and prospects and result in a significant or complete loss of an investment.

There is no assurance that the Company will ever be profitable or that debt or equity financing will be available to it in the amounts, on terms, and at times deemed acceptable to the Company, if at all. The issuance of additional equity securities by the Company would result in a significant dilution in the equity interests of its Shareholders. Obtaining commercial loans, assuming those loans would be available, would increase the Company's liabilities and future cash commitments. If the Company is unable to obtain financing in the amounts and on terms deemed acceptable to it, the Company may be unable to continue the business, as planned, and as a result may be required to scale back or cease operations, the results of which would be that Shareholders would lose some or all of their investment. The financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classifications of liabilities that may result should the Company be unable to continue as a going concern.

The continuing COVID-19 pandemic may have a significant negative impact on the Company's business, sales, results of operations and financial condition.

The COVID-19 pandemic continues to adversely affect the United States of America and the world, including in the primary regions in which the Company plans to operate. Additionally, the Company's liquidity could be negatively impacted if these conditions continue for a significant period of time. Capital and credit markets have been disrupted by the crisis and the Company's ability to obtain any required financing is not guaranteed and largely dependent upon evolving market conditions and other factors. Depending on the continued impact of the crisis, further actions may be required to improve the Company's cash position and capital structure.

The extent to which the COVID-19 outbreak could ultimately impact the Company's business, sales, results of operations and financial condition, will depend on future developments, which are highly uncertain and cannot be predicted, including, but not limited to, the duration and spread of the outbreak, its severity, the actions to contain the virus or treat its impact, and how quickly and to what extent normal economic and operating conditions can resume. Even after the COVID-19 outbreak has fully subsided, the Company may continue to experience significant impacts to its business as a result of its global economic impact, including any economic downturn or recession that has occurred or may occur in the future.

The Company may not generate sufficient cash flows to cover its operating expenses.

As noted previously, the Company has incurred operating losses since inception and expects to continue to incur losses as a result of expenses related to research and continued development of its technology, marketing expense, corporate general and administrative expenses and interest on the senior secured convertible promissory notes. The Company's limited capital resources and operations to date have been substantially funded through issuance of $215,000 in senior secured convertible promissory notes (in November 2020) and the Company's subsequent issuances during 2021 of 1,007,836 shares of Common Stock at $1.00 per share and 30,000 shares at $0.001 par value for gross proceeds of $1,149,500, and during 2022 of 275,834 shares of Common Stock at $1.50 and $3.00 per share and 2,000 shares at $0.001 for gross proceeds of $704,000.

As of December 31, 2021, the Company had accumulated deficit of $862,942, cash and cash equivalents of approximately $424,445, and Shareholders' equity of $179,845. As of September 30, 2022, the Company had total Shareholders' equity of $1,194,436, accumulated deficit of $1,655,388, cash and cash equivalents of approximately $1,099,761. Although the Company has, as of September 30, 2022, cash on hand of $1,099,761 there is no assurance that these funds will prove adequate beyond twelve months.

In the event that the Company is unable to generate sufficient cash from its operating activities or raise additional funds, it may be required to delay, reduce or severely curtail its operations or otherwise impede the Company's on-going business efforts, which could have a material adverse effect on its business, operating results, financial condition and long-term prospects.

Security breaches and other disruptions could compromise the Company's information and expose it to liability, which would cause its business and reputation to suffer.

In the ordinary course of the Company's business, it may collect and store sensitive data, including intellectual property, proprietary business information, proprietary business information of its customers, including, credit card and payment information, and personally identifiable information of customers and employees. The secure processing, maintenance, and transmission of this information is critical to the Company's operations and business strategy. As such, the Company is subject to federal, state, provincial and foreign laws regarding privacy and protection of data. Some jurisdictions have enacted laws requiring companies to notify individuals of data security breaches involving certain types of personal data and the Company's agreements with certain customers require it to notify them in the event of a security incident. Evolving regulations regarding

personal data and personal information, in the European Union and elsewhere, including, but not limited to, the General Data Protection Regulation (GDPR), and the California Consumer Privacy Act of 2018, especially relating to classification of IP addresses, machine identification, location data and other information, may limit or inhibit the Company's ability to operate or expand its business. Such laws and regulations require or may require the Company or its customers to implement privacy and security policies, permit consumers to access, correct or delete personal information stored or maintained by the Company or its customers, inform individuals of security incidents that affect their personal information, and, in some cases, obtain consent to use personal information for specified purposes.

The Company intends to take reasonable steps to protect the security, integrity and confidentiality of the information it collects, uses, stores, and discloses, and it takes steps to strengthen its security protocols and infrastructure, however, the Company's information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance, or other disruptions. The Company also could be negatively impacted by software bugs or other technical malfunctions, as well as employee error or malfeasance. Advanced cyber-attacks can be multi-staged, unfold over time, and utilize a range of attack vectors with military-grade cyber weapons and proven techniques, such as spear phishing and social engineering, leaving organizations and users at high risk of being compromised. Any such access, disclosure, or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, a disruption of the Company's operations, damage to its reputation, a loss of confidence in the Company's business, early termination of its contracts and other business losses, indemnification of its customers, liability for stolen assets or information, increased cybersecurity protection and insurance costs, financial penalties, litigation, regulatory investigations and other significant liabilities, any of which could materially harm and adversely affect the Company's business, revenues, and competitive position.

The Company is dependent on third parties to, among other things, maintain its servers, provide the bandwidth necessary to transmit content, and utilize the content derived therefrom for the potential generation of revenues.

The Company depends on third-party service providers, suppliers, and licensors to supply some of the services, hardware, software, and operational support necessary to provide some of its products and services. Some of these third parties do not have a long operating history or may not be able to continue to supply the equipment and services the Company desires in the future. If demand exceeds these vendors' capacity, or if these vendors experience operating or financial difficulties or are otherwise unable to provide the equipment or services the Company needs in a timely manner, at its specifications and at reasonable prices, the Company's ability to provide some products and services might be materially adversely affected, or the need to procure or develop alternative sources of the affected materials or services might delay its ability to serve its users. These events could materially and adversely affect the Company's ability to retain and attract users, and have a material negative impact on its operations, business, financial results, and financial condition.

Because the Company does not intend to pay any cash dividends on its Shares of Common Stock in the near future, Shareholders will not be able to receive a return on their Shares unless and until they sell them.

The Company intends to retain a significant portion of any future earnings to finance the development, operation and expansion of its business. The Company does not anticipate paying any cash dividends on its Common Stock in the near future. The declaration, payment, and amount of any future dividends will be made at the discretion of the Company 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 its 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. Unless the Board of Directors determines to pay dividends, Shareholders will be required to look to appreciation of the Company's Common Stock to realize a gain on their investment. There can be no assurance that this appreciation will occur.

The Company is dependent on key personnel.

The Company's continued success will depend, to a significant extent, on the services of its Directors, executive management team, and key personnel. If one or more of these individuals were to leave, there is no guarantee the Company could replace them with qualified individuals in a timely or economically satisfactory manner or at all. The loss or unavailability of any or all of these individuals could harm the Company's ability to execute its business plan, maintain important business relationships and complete certain product development initiatives, which would have a material adverse effect on its business, results of operations and financial conditions.

The Company may not be able to successfully execute the business plan.

The Company is raising significant amounts of capital in order to scale its operations. This will allow the Company to expand its operations and continue to build out its business model. There is no guarantee that the Company will be able to achieve or sustain the foregoing within the anticipated timeframe, or at all – even though the Company's Directors and Officers are industry professionals. The Company may exceed the budget, encounter obstacles in development activities, or be hindered or delayed in implementing the Company's plans, any of which could imperil the Company's ability to execute its business plan.

The Company is a new company with a brief operating history, no revenue and an untested business plan which may not be accepted in the markets in which it intends to operate.

The Company was formed in Nevada in October 2020 and will encounter difficulties, including unforeseen difficulties as an early-stage, pre-revenue company in establishing the credibility of its brand and service.

The Company will incur net losses in the foreseeable future if it is unable to anticipate market trends and match its service offerings to market patterns. The Company's business strategy is unproven, and it may not be successful in addressing early-stage challenges, such as establishing the Company's position in the market and developing effective marketing of its Thumzup® App. To implement its business plan, the Company will be required to obtain additional financing but cannot guaranty that such additional financing will be available.

The Company's prospects must be considered highly speculative, considering the risks, expenses, and difficulties frequently encountered in the establishment of a new business with an unproven business plan, specifically the risks inherent in developmental stage companies seeking to have mobile app users with limited number social media followers endorse products or services at a level that Advertisers will seek to fund and support. The Company expects to continue to incur significant operating and capital expenditures and, as a result, it expects significant net losses in the future. The Company cannot assure that it will be able to achieve positive cash flow operations or, if achieved, that positive cash can be maintained for any significant period, or at all.

Although the Company believes that its business strategy addresses an underserved but significant niche of market segment utilizing important Creators or consumers whom it defines as "micro-influencers," the Company may not be successful in the implementation of its business strategy or its business strategy may not be successful, either of which will impede the Company's development and growth. The Company's business strategy involves attracting a large number of Creators who are active in social media and who are willing to make recommendations over the Thumzup® App with Advertisers who find the Company's service cost effective in generating sales and market support. The Company's ability to implement this business strategy is dependent on its ability to:

- predict concerns of Advertisers;

- identify and engage Advertisers;

- convince a large number of end users to adopt the Thumzup® App;
- establish brand recognition and customer loyalty; and
- manage growth in administrative overhead costs during the initiation of the Company's business efforts.

The Company does not know whether it will be able to successfully implement its business strategy or whether the Company's business strategy will ultimately be successful. In assessing the Company's ability to meet these challenges, a potential Investor should consider the Company's lack of operating history and brand recognition, its focus on nano-influencer Creators, management's relative inexperience, the competitive conditions existing in its industry and general economic conditions and consumer discretionary spending habits. The Company's growth is largely dependent on its ability to successfully implement its business strategy. The Company's revenue may be adversely affected if it fails to implement its business strategy or if the Company diverts resources to a business strategy that ultimately proves unsuccessful.

The Company has not yet established brand identity and customer loyalty

The Company believes that establishing and maintaining brand identity and brand loyalty is critical to attracting and retaining active users to the Thumzup® App program. In order to attract Thumzup® App Creators to the Company's program quarter over quarter, the Company may need to spend substantial funds to create and maintain brand recognition among Thumzup® App users. If the Company's branding efforts are not successful, its ability to earn revenues and sustain its operations will be materially impaired.

Promotion and enhancement of the Thumzup® App will also depend on the Company's success in consistently providing high-quality, ease-of-use, fun-to-share products or recommended services to the Company's App users. Since the Company relies on technology partners to provide portions of the service to its customers, if the Company's suppliers do not send accurate and timely data, or if its customers do not perceive the products it offers as attractive or superior, the value of the Thumzup® brand could be harmed. Any brand impairment or dilution could decrease the attractiveness of Thumzup® to one or more of these groups, which could harm the Company's business, results of operations and financial condition.

The Company cannot assure prospective Investors that the Thumzup® App will be accepted.

Anticipation of demand and market acceptance of service offerings are subject to a high level of uncertainty and challenges to implementation. The success of the Company's service offerings primarily depends on the interest of Creators joining its service, as to which it cannot assure to prospective Investors. In general, achieving market acceptance for the Company's services will require substantial marketing efforts and the expenditure of significant funds, the availability of which the Company cannot be assured, to create awareness and demand among customers. The Company has limited financial, personnel and other resources to undertake extensive marketing activities. Accordingly, no assurance can be given as to the acceptance of the Thumzup® App services or the Company's ability to generate the revenues necessary to remain in business.

A better financed competitor may enter the marketplace, cause the Company's market share or acceptance rates to plummet and adversely affect its ability to sustain viable operations.

While platforms are in operation for professional or large-scale influencers, to the Company's knowledge no other company is currently offering Advertisers a scalable platform to activate everyday end-user micro-influencers who do not possess a large legion of followers. The success of the Company's service offerings primarily depends on the interest of Creators and Advertisers joining its service, as opposed to a similar service offered by a competitor catering to celebrities or other large-scale influencers. If a direct competitor having greater human and cash resources enters the market targeting micro-influencers, the Company's achieving market acceptance for the Thumzup® App may require additional marketing efforts and the expenditure of significant funds to create awareness and demand among customers. The Company has limited financial, personnel and other resources to undertake additional marketing activities. Accordingly, the Company may be unable to compete, its operations may suffer, and it may suffer greater losses.

Although the Company may own various intellectual property rights, these rights may not provide it with any competitive advantage

The Company uses "Thumzup®" as a brand name, however it cannot assure prospective Investors that the services it sells, or that its brand name will not infringe on the intellectual property rights of others, or that the Company's assertions of intellectual property rights will be enforceable or provide protection against competitive products or otherwise be commercially valuable. Moreover, enforcement of intellectual property rights typically requires time-consuming and costly litigation, and the Company cannot assure that others will not independently develop substantially similar products.

The Company's future financial results are uncertain and its operating results may fluctuate, due to, among other things, consumer trends, the impact of COVID on advertising budgets and App user activity, competition, and changing social media behaviors.

As a result of the Company's lack of operating history, it is unable to forecast market penetration or anticipated revenue and it has little historical financial data upon which to base planned operating expenses. The Company bases its current and future expense levels on its operating plans and estimates of future expenses. The Company's expenses are dependent in large part upon expenses associated with its proposed marketing expenditures and related overhead expenses, and the costs of hiring and maintaining qualified personnel to carry out its respective services. Sales and operating results are difficult to forecast because they will depend on the growth of the Company's customer base, changes in customer demands based on consumer trends, the degree of utilization of its advertising services as well as the mix of products and services sold by its Advertisers.

As a result, the Company may be unable to make accurate financial forecasts and adjust its spending in a timely manner to compensate for any unexpected revenue shortfall. This inability could cause the Company's net losses in a given quarter to be greater than expected and could further cause continuing greater losses quarter over quarter.

The Company's ability to succeed will depend on the ability of its management to control costs

The Company has used reasonable commercial efforts to assess and predict costs and expenses based on the and restricted cash experience of its management. However, the Company has a limited operating history upon which to base predictions. Implementing its business plan may require more employees, equipment, supplies or other expenditure items than the Company has predicted. Similarly, the cost of compensating additional management, employees and consultants or other operating costs may be more than its estimates, which could result in sustained losses.

The Company's Officers and Directors do not devote full time to the affairs of the Company and could allocate their time and attention to other business ventures which may not benefit the Company.

The Company's Officers and Directors may engage in other activities. Although there are none known to the Company, the potential for conflicts of interest exists among the Officers, Directors, and affiliated persons for future business opportunities that may not be presented to the Company. The Company's Officers and Directors may have conflicts of interests in allocating time, services, and functions between the other business ventures in which those persons may be or become involved. The Company's Officers and Directors however believe that the business will have sufficient staff, consultants, employees, agents, contractors, and managers to adequately conduct its business.

The Company's Officers, Directors, and employees are entitled to receive compensation, payments and reimbursements, regardless of whether it operates at a profit or a loss.

While the Company's Officers and founders currently receive no salaries, consulting fees, loans or payment of any kind, they may in the future. Any compensation received by the Officers, management personnel, and Directors, and for the Company's founders will be determined from time to time by the Board of Directors. The Company's Officers, Directors and management personnel will be reimbursed for any out-of-pocket expenses incurred on their behalf.

Combination or "layering" of multiple risk factors may significantly increase the risk of loss on the Shares.

Although the various risks discussed in this Offering Circular are generally described separately, prospective Investors should consider the potential effects of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss to an Investor may be significantly increased. In considering the potential effects of layered risks, an Investor should carefully review the descriptions of the Offering and the Shares.

Our business is sensitive to consumer spending, inflation and economic conditions.

Consumer purchases of discretionary retail items and restaurants may be adversely affected by national and regional economic, market and other conditions such as employment levels, salary and wage levels, the availability of consumer credit, inflation, high interest rates, high tax rates, high fuel prices, the threat of a pandemic or other health crisis (such as COVID-19) and consumer confidence with respect to current and future economic, market and other conditions. Consumer purchases may decline during recessionary periods or at other times when unemployment is higher or disposable income is lower. These risks may be exacerbated for retailers such as our Advertisers. Consumer willingness to make discretionary purchases may decline, may stall or may be slow to increase due to national and regional economic conditions. Our financial performance is particularly susceptible to economic and other conditions in regions or states where we have a significant presence. There remains considerable uncertainty and volatility in the national and global economy. Further or future slowdowns or disruptions in the economy, market and other conditions could adversely affect mall traffic and new mall and shopping center development and could materially and adversely affect us and our business strategy. We may not be able to sustain or increase our current net sales if there is a decline in consumer spending.

A deterioration of economic conditions and future recessionary periods may exacerbate the other risks faced by our business, including those risks we encounter as we attempt to execute our business plans. Such risks could be exacerbated individually or collectively.

Russia's Invasion of Ukraine may negatively impact our business.

On February 24, 2022, Russia launched an invasion of Ukraine which has resulted in increased volatility in various financial markets and across various sectors. The United States and other countries, along with certain international organizations, have imposed economic sanctions on Russia and certain Russian individuals, banking entities and corporations as a response to the invasion. The extent and duration of the military action, resulting sanctions and future market disruptions in the region are impossible to predict. Moreover, the ongoing effects of the hostilities and sanctions may not be limited to Russia and Russian companies and may spill over to and negatively impact other regional and global economic markets of the world, including Europe and the United States. The ongoing military action along with the potential for a wider or nuclear conflict could further increase financial market volatility and cause negative effects on regional and global economic markets, industries, and companies. It is not currently possible to determine the severity of any potential adverse impact of this event on the financial condition of any of the Company's securities, or more broadly, upon the global economy.

Several of our outsourced developers are based in Pakistan and our product development could be impacted by conflict in the Middle East.

Pakistan's economy is heavily dependent on exports and subject to high interest rates, economic volatility, inflation, currency devaluations, high unemployment rates and high level of debt and public spending. There is also the possibility of nationalization, expropriation or confiscatory taxation, security market restrictions, political changes, government regulation, a conflict with India, or diplomatic developments (including war or terrorist attacks), which could affect adversely the economy of Pakistan or the ability of the Company to continue developing its platform. As an emerging country, Pakistan's economy is susceptible to economic, political and social instability; unanticipated economic, political or social developments could impact economic growth. Pakistan is also subject to natural disaster risk. In addition, recent political instability and protests in the Middle East have caused significant disruptions to many industries. Pakistan has recently seen elevated levels of ethnic and religious conflict, in some cases resulting in violence or acts of terrorism. Continued political and social unrest in these areas may negatively affect the Company.

We rely on third-party internal and outsourced software to run our critical development and information systems. As a result, any sudden loss, disruption or unexpected costs to maintain these systems could significantly increase our operational expense and disrupt the management of our business operations.

We rely on third-party software to run our critical development and information systems. We also depend on our software vendors to provide long-term software maintenance support for our information systems. Software vendors may decide to discontinue further development, integration or long-term software maintenance support for our information systems, in which case we may need to abandon one or more of our current information systems and migrate some or all of our development and information systems, thus increasing our operational expense as well as disrupting the management of our business operations.

Cyber security breaches of our systems and information technology could adversely impact our ability to operate.

We need to protect our own internal trade secrets, work product for our clients, and other business confidential information from disclosure. We face the threat to our computer systems of unauthorized access, computer hackers, computer viruses, malicious code, organized cyber-attacks and other security problems and system disruptions, including possible unauthorized access to our and our clients' proprietary or classified information.

We rely on industry-accepted security measures and technology to maintain securely all confidential and proprietary information on our information systems. We have devoted and will continue to devote significant resources to the security of our computer systems, but they are still vulnerable to these threats. A user who circumvents security measures can misappropriate confidential or proprietary information, including information regarding us, our personnel and/or our clients, or cause interruptions or malfunctions in operations. Our industry has not been immune from organized cyber-attacks from persons seeking a ransom as a condition of releasing access to the firm's computer systems. As a result, we can be required to expend significant resources to protect against the threat of these system disruptions and security breaches or to alleviate problems caused by these disruptions and breaches. Any of these events can damage our reputation and have a material adverse effect on our business, financial condition, results of operations and cash flows.

Risks Related to the Common Stock and this Offering

The Offering price of the Company's Shares was not established on an independent basis; the actual value of an investment may be substantially less than what Investor pays for the securities.

The Company's Board of Directors established the Offering price of the Company's Shares on an arbitrary basis. The selling price of the Shares bears no relationship to the book or asset values or to any other established criteria for valuing Shares. Because the Offering price is not based upon any independent valuation, the Offering price may not be indicative of the proceeds that an Investor would receive upon liquidation. Further, the Offering price may be significantly more than the price at which the Shares would trade if they were to be listed on an exchange or actively traded by broker-dealers.

Investors will experience immediate and substantial dilution as a result of this Offering and may experience additional dilution in the future.

Investors will incur immediate and substantial dilution as a result of this Offering. Assuming all of the Shares of Common Stock offered by the Company herein are sold, the purchasers in this Offering will lose a 67.6% portion of the value of their Shares purchased. See "Dilution" in this Offering Circular for a more detailed discussion of the dilution an Investor will incur by purchasing the Company's Common Stock in the Offering.

Management will have broad discretion as to the use of the Proceeds from this Offering and may not use the Proceeds effectively.

The Company's management will have broad discretion in the application of the net Proceeds from this Offering and could spend the Proceeds in ways that may not improve the Company's results of operations or enhance the value of its Common Stock. The Company's failure to apply these funds effectively could have a material adverse effect on the business and cause the price of the Common Stock to decline.

The Company is controlled by its Chairman/Board of Directors, Chief Executive Officer, President, and additional Officers of the Company.

The Company is reliant on the Directors and Officers for key operations. Upon a successful Offering where the Maximum Offering Amount is raised, an Investor in this Offering will not own a majority of the Company's voting stock. Investors in this Offering will not have a majority of voting Shares and therefore will not have the have the ability to control a vote of the Shareholders without consensus from the Directors, Officers, or other Common Stock Shareholders. The Board, therefore, has complete control as to the direction of the Company. There is a disproportionate reliance on the Directors and Officers for the operation of the Company, and therefore a risk that the direction of the Company may change if the Board or Officers are unable to perform their duties as Directors and Officers.

The Company's Common Stock price may be volatile, which could result in substantial losses to Investors and litigation.

In addition to changes to market prices based on the Company's results of operations and the factors discussed elsewhere in this "Risk Factors" section, the market price of and trading volume for the Common Stock may change for a variety of other reasons, not necessarily related to the Company's actual operating performance. The capital markets have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of the Company's Common Stock. In addition, the average daily trading volume of the securities of small companies can be very low, which may contribute to future volatility. Factors that could cause the market price of the Common Stock to fluctuate significantly include:

- the results of operating and financial performance and prospects of other companies in the same industry;
- strategic actions by the Company or its competitors, such as acquisitions or restructurings;

- announcements of innovations, increased service capabilities, new or terminated customers or new, amended or terminated contracts by competitors;
- the public's reaction to Company press releases, other public announcements, and filings with the Securities and Exchange Commission;
- lack of securities analyst coverage or speculation in the press or investment community about the Company or market opportunities in the social media marketing industry;
- changes in government policies in the United States and, as the Company's international business increases, in other foreign countries;
- changes in earnings estimates or recommendations by securities or research analysts who track the Company's Common Stock or failure of the Company's actual results of operations to meet those expectations;
- market and industry perception of the Company's success, or lack thereof, in pursuing its growth strategy;
- changes in accounting standards, policies, guidance, interpretations or principles;
- any lawsuit involving the Company, its services or its products;
- arrival and departure of key personnel;
- sales of Common Stock by the Company, its investors or members of its management team; and
- changes in general market, economic and political conditions in the United States and global economies or financial markets, including those resulting from natural or man-made disasters.

Any of these factors, as well as broader market and industry factors, may result in large and sudden changes in the trading volume of the Company's Common Stock and could seriously harm the market price of the Common Stock, regardless of the Company's operating performance. This may prevent an Investor from being able to sell its Shares at or above the price the Investor paid for its Shares of Common Stock, if at all. In addition, following periods of volatility in the market price of a company's securities, shareholders often institute securities class action litigation against that company. The Company's involvement in any class action suit or other legal proceeding could divert its senior management's attention and could adversely affect the Company's business, financial condition, results of operations and prospects.

The sale or availability for sale of substantial amounts of the Company's Common Stock could adversely affect the market price of the Common Stock.

Sales of substantial amounts of Shares of the Company's Common Stock after the completion of the Offering, or the perception that these sales could occur, could adversely affect the market price of the Common Stock and could impair the Company's future ability to raise capital through Common Stock offerings. Following this Offering, the Company's Officers and Directors will still beneficially own, collectively, a substantial percentage of the outstanding Common Stock. If one or more of them were to sell a

substantial portion of the Shares they hold, it could cause the Company's stock price to decline.

The Company is controlled by a small group of existing Shareholders, whose interests may differ from other Shareholders. The Company's Officers and Directors will significantly influence its activities, and their interests may differ from an Investor's interests as a Shareholder.

Following this Offering, the Company's Officers and Directors will still beneficially own, collectively, a substantial percentage of the outstanding Common Stock. Accordingly, these Shareholders have had, and will continue to have, significant influence in determining the outcome of any corporate transaction or any other matter submitted for approval to the Company's Shareholders, including mergers, consolidations and the sale of assets, Director elections and other significant corporate actions. They will also have significant influence in preventing or causing a change in control of the Company. In addition, without the consent of these Shareholders, the Company could be prevented from entering into transactions that could be beneficial to it. The interests of these Shareholders may differ from an Investor's interests as a Shareholder, and they may act in a manner that advances their best interests and not necessarily those of other Shareholders.

The Company is an "emerging growth company" under the JOBS Act and it cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make the Company's Common Stock less attractive to investors.

The Company is an "emerging growth company," as defined in the JOBS Act, and it expects to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, (i) being required to present only two years of audited financial statements and related financial disclosure, (ii) not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, (iii) extended transition periods for complying with new or revised accounting standards, (iv) reduced disclosure obligations regarding executive compensation in periodic reports and proxy statements and (v) exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. The Company has taken, and in the future may take, advantage of these exemptions until such time that it is no longer an "emerging growth company. As a result, the Company's financial statements may not be comparable to companies that comply with public company effective dates. The Company cannot predict if investors will find its Common Stock less attractive because it relies on these exemptions. If some investors find the Company's Common Stock less attractive as a result, there may be a less active trading market for the Common Stock and the price of the Common Stock may be more volatile.

The Company will remain an "emerging growth company" for up to five years, although it will lose that status sooner if its annual revenues exceed $1.07 billion, if it issues more than $1 billion in non-convertible debt in a three-year period, or if the market value of the Common Stock that is held by non-affiliates exceeds $700 million as of any June 30.

The Company's disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

The Company is subject to the periodic reporting requirements of the Exchange Act, and will be required to maintain disclosure controls and procedures that are designed to reasonably assure that information required to be disclosed by the Company in reports it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified by the rules and forms of the SEC, and that such information is accumulated and communicated to management to allow timely decisions regarding required disclosure.

As a public company, the Company is also required to maintain internal control over financial reporting and to report any material weaknesses in those internal controls. Such internal controls are designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of a company's annual or interim financial statements will not be prevented or detected on a timely basis. The Company identified three material weaknesses in its internal control over financial reporting at December 31, 2020. The material weaknesses related to (i) lack of proper segregation of duties across significant accounting cycles, (ii) lack of effective information technology security policies and control over access to key systems, and (iii) lack of precision in the design of internal control over financial reporting. Although the Company made efforts to remediate these issues, these efforts may not be sufficient to avoid similar material weaknesses in the future. Designing and implementing internal controls over financial reporting will be time consuming, costly and complicated as the Company is a small organization with limited management resources.

If the material weaknesses in the Company's internal controls are not fully remediated or if additional material weaknesses are identified, those material weaknesses could cause the Company to fail to meet its future reporting obligations, reduce the market's confidence in its financial statements, harm the stock price and subject the Company to sanctions or investigations by the SEC or other regulatory authorities. In addition, the Company's Common Stock may not be able to remain quoted on OTCQB or any other securities quotation service or exchange.

For as long as the Company is an "emerging growth company," as defined in the JOBS Act, or a non-accelerated filer, as defined in Rule 12b-2 under the Exchange Act, the Company's auditors will not be required to attest as to its internal control over financial reporting. If the Company continues to identify material weaknesses in its internal control over financial reporting, are unable to comply with the requirements of Section 404 in a timely manner, are unable to assert that its internal control over financial reporting is effective or, once required, the Company's independent registered public accounting firm is unable to attest that its internal control over financial reporting is effective, investors may lose confidence in the accuracy and completeness of its financial reports and the market price of the Company's Common Stock could decrease. The Company could also become subject to stockholder or other third-party litigation as well as investigations by the securities exchange on which the Company's securities are listed, the SEC or other regulatory authorities, which could require additional financial and management resources and could result in fines, trading suspensions or other remedies.

If equity research analysts do not publish research or reports about the Company, or if they issue unfavorable commentary or downgrade its Common Stock, the market price of its Common Stock will likely decline.

The trading market for the Company's Common Stock will rely in part on the research and reports that equity research analysts, over whom it has no control, publish about the Company and its business. The Company may never obtain research coverage by securities and industry analysts. If no securities or industry analysts commence coverage of the Company, the market price for its Common Stock could decline. In the event the Company obtains securities or industry analyst coverage, the market price of the Common Stock could decline if one or more equity analysts downgrade the Common Stock or if those analysts issue unfavorable commentary, even if it is inaccurate, or cease publishing reports about the Company or its business.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of certain material U.S. federal income tax consequences relevant to the purchase, ownership and disposition of the Shares, but does not purport to be a complete analysis of all potential tax consequences. The discussion is based upon the United States Internal Revenue Service ("IRS") Code (the "Code"), current, temporary and proposed U.S. Treasury regulations issued under the Code, or collectively the Treasury Regulations, the legislative history of the Code, IRS rulings,

pronouncements, interpretations and practices, and judicial decisions now in effect, all of which are subject to change at any time. Any such change may be applied retroactively in a manner that could adversely affect a Shareholder. This discussion does not address all of the U.S. federal income tax consequences that may be relevant to a holder in light of such Shareholder's particular circumstances or to Shareholders subject to special rules, including, without limitation:

- a broker-dealer or a dealer in securities or currencies;
- an S corporation;
- a bank, thrift or other financial institution;
- a regulated investment company or a real estate investment trust;
- an insurance company
- a tax-exempt organization;
- a person subject to the alternative minimum tax provisions of the Code;
- a person holding the Shares as part of a hedge, straddle, conversion, integrated or other risk reduction or constructive sale transaction;
- a partnership or other pass-through entity;
- a person deemed to sell the Shares under the constructive sale provisions of the Code;
- a U.S. person whose "functional currency" is not the U.S. dollar; or
- a U.S. expatriate or former long-term resident.

In addition, this discussion is limited to persons that purchase the Shares in this offering for cash and that hold the Shares as "capital assets" within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address the effect of any applicable state, local, non-U.S. or other tax laws, including gift and estate tax laws.

As used herein, "U.S. Holder" means a beneficial owner of the Shares that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the U.S.;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the U.S., any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more U.S. persons that have the authority to control all substantial decisions of the trust, or (2) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

If an entity treated as a partnership for U.S. federal income tax purposes holds the Shares, the tax treatment of an owner of the entity generally will depend upon the status of the particular owner and the activities of the entity. If Investor is an owner of an entity treated as a partnership for U.S. federal income tax purposes, Investor should consult their tax advisor regarding the tax consequences of the purchase, ownership and disposition of the Shares.

The Company has not sought and will not seek any rulings from the IRS with respect to the matters discussed below. There can be no assurance that the IRS will not take a different position concerning the tax consequences of the purchase, ownership or disposition of the Shares or that any such position would not be sustained.

THIS SUMMARY OF MATERIAL FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE TAX ADVICE. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE APPLICATION OF THE TAX CONSIDERATIONS DISCUSSED BELOW TO THEIR PARTICULAR SITUATIONS, POTENTIAL CHANGES IN APPLICABLE TAX LAWS AND THE APPLICATION OF ANY STATE, LOCAL, FOREIGN OR OTHER TAX LAWS, INCLUDING GIFT AND ESTATE TAX LAWS, AND ANY TAX TREATIES.

U.S. Holders

Interest

A U.S. Holder generally will be required to recognize and include in gross income any stated interest as ordinary income at the time it is paid or accrued on the Shares in accordance with such holder's method of accounting for U.S. federal income tax purposes.

Sale or Other Taxable Disposition of the Shares

A U.S. Holder will recognize gain or loss on the sale, exchange, redemption (including a partial redemption), retirement or other taxable disposition of a Share equal to the difference between the sum of the cash and the fair market value of any property received in exchange therefore (less a portion allocable to any accrued and unpaid stated interest, which generally will be taxable as ordinary income if not previously included in such holder's income) and the U.S. holder's adjusted tax basis in the Share. A U.S. Holder's adjusted tax basis in a Share (or a portion thereof) generally will be the U.S. Holder's cost therefore decreased by any payment on the Share other than a payment of qualified stated interest. This gain or loss will generally constitute capital gain or loss. In the case of a non-corporate U.S. Holder, including an individual, if the Share has been held for more than one year, such capital gain may be subject to reduced federal income tax rates. The deductibility of capital losses is subject to certain limitations.

Medicare Tax

Certain individuals, trusts and estates are subject to a Medicare tax of 3.8% on the lesser of (i) "net investment income," or (ii) the excess of modified adjusted gross income over a threshold amount. Net investment income generally includes interest income and net gains from the disposition of Shares, unless such interest payments or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). U.S. Holders are

encouraged to consult with their tax advisors regarding the possible implications of the Medicare tax on their ownership and disposition of Shares in light of their individual circumstances.

Information Reporting and Backup Withholding

A U.S. Holder may be subject to information reporting and backup withholding when such holder receives dividends on the Shares or proceeds upon the sale or other disposition of such Shares (including a redemption or retirement of the Shares). Certain holders (including, among others, corporations and certain tax-exempt organizations) generally are not subject to information reporting or backup withholding. A U.S. Holder will be subject to backup withholding if such holder is not otherwise exempt and:

- such holder fails to furnish its taxpayer identification number ("TIN") which, for an individual is ordinarily his or her social security number;
- the IRS notifies the payor that such holder furnished an incorrect TIN;
- in the case of interest payments such holder is notified by the IRS of a failure to properly report payments of interest or dividends;
- in the case of interest payments, such holder fails to certify, under penalties of perjury, that such holder has furnished a correct TIN and that the IRS has not notified such holder that it is subject to backup withholding; or
- such holder does not otherwise establish an exemption from backup withholding.

A U.S. Holder should consult its tax advisor regarding its qualification for an exemption from backup withholding and the procedures for obtaining such an exemption, if applicable. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a U.S. Holder will be allowed as a credit against the holder's U.S. federal income tax liability or may be refunded, provided the required information is furnished in a timely manner to the IRS. Non-U.S. Holders are encouraged to consult their tax advisors.

ERISA CONSIDERATIONS

The following is a summary of material considerations arising under ERISA and the prohibited transaction provisions of the Code that may be relevant to a prospective Investor, including plans and arrangements subject to the fiduciary rules of ERISA and plans or entities that hold assets of such plans ("ERISA Plans"); plans and accounts that are not subject to ERISA but are subject to the prohibited transaction rules of Section 4975 of the Code, including IRAs, Keogh plans, and medical savings accounts (together with ERISA Plans, "Benefit Plans" or "Benefit Plan Investors"); and governmental plans, church plans, and foreign plans that are exempt from ERISA and the prohibited transaction provisions of the Code but that may be subject to state law or other requirements ("Other Plans"). This discussion does not address all the aspects of ERISA, the Code or other laws that may be applicable to a Benefit Plan or Other Plan, in light of their particular circumstances.

In considering whether to invest a portion of the assets of a Benefit Plan or Other Plan, fiduciaries should consider, among other things, whether the investment:

- will be consistent with applicable fiduciary obligations;
- will be in accordance with the documents and instruments covering the investments by such plan, including its investment policy;
- in the case of an ERISA plan, will satisfy the prudence and diversification requirements of Sections 404(a)(1)(B) and 404(a)(1)(C) of ERISA, if applicable, and other provisions of the Code and ERISA;
- will impair the liquidity of the Benefit Plan or Other Plan;
- will result in unrelated business taxable income to the plan; and
- will provide sufficient liquidity, as there may be only a limited or no market to sell or otherwise dispose of the Company's Shares.

ERISA and the corresponding provisions of the Code prohibit a wide range of transactions involving the assets of the Benefit Plan and persons who have specified relationships to the Benefit Plan, who are "parties in interest" within the meaning of ERISA and, "disqualified persons" within the meaning of the Code. Thus, a designated plan fiduciary of a Benefit Plan considering an investment in the Shares should also consider whether the acquisition or the continued holding of the Shares might constitute or give rise to a prohibited transaction. Fiduciaries of Other Plans should satisfy themselves that the investment is in accord with applicable law.

Section 3(42) of ERISA and regulations issued by the Department of Labor ("DOL") provide guidance on the definition of plan assets under ERISA. These regulations also apply under the Code for purposes of the prohibited transaction rules. Under the regulations, if a plan acquires an equity interest in an entity which is neither a "publicly-offered security" nor a security issued by an investment company registered under the Investment Company Act, the plan's assets would include both the equity interest and an undivided interest in each of the entity's underlying assets unless an exception from the plan asset regulations applies.

If the underlying assets of the Company were treated by the Department of Labor as "plan assets," the management of the Company would be treated as fiduciaries with respect to Benefit Plan Shareholders and the prohibited transaction restrictions of ERISA and the Code could apply to transactions involving the Company's assets and transactions with "parties in interest" (as defined in ERISA) or "disqualified persons" (as defined in Section 4975 of the Code) with respect to Benefit Plan Shareholders. If the underlying assets of the Company were treated as "plan assets," an investment in the Company also might constitute an improper delegation of fiduciary responsibility to the Company under ERISA and expose the ERISA Plan fiduciary to co-fiduciary liability under ERISA and might result in an impermissible commingling of plan assets with other property.

If a prohibited transaction were to occur, an excise tax equal to 15% of the amount involved would be imposed under the Code, with an additional 100% excise tax if the prohibited transaction is not "corrected." Such taxes will be imposed on any disqualified person who participates in the prohibited transaction. In addition, other fiduciaries of Benefit Plan Shareholders subject to ERISA who permitted such prohibited transaction to occur or who otherwise breached their fiduciary responsibilities, could be required to restore to the plan any losses suffered by the ERISA Plan or any profits realized by these fiduciaries as a result of the transaction or beach. With respect to an IRA or similar account that invests in the Company, the occurrence of a prohibited transaction involving the individual who established the IRA, or his or her beneficiary, would cause the IRA to lose its tax-exempt status. In that event, the IRA or other account owner generally would be taxed on the fair market value of all the assets in the account as of the first day of the owner's taxable year in which the prohibited transaction occurred.

DILUTION

"Dilution" represents the difference between the offering price of the Shares of Common Stock hereby being offered and the net book value per share of Common Stock immediately after completion of this Offering. "Net book value" is the amount that results from subtracting total liabilities from total assets. Assuming all of the Shares of

Common Stock offered by the Company herein are sold, the purchasers in this Offering will lose a 67.6% portion of the value of their Shares purchased.

The following table illustrates the dilution to the purchasers of the Common Stock offered in this Offering:

	25% sold 1,000,000 Shares	50% sold 2,000,000 Shares	75% sold 3,000,000 Shares	100% sold 4,000,000 Shares
Price Per Share of this Offering	$ 6.00	$ 6.00	$ 6.00	$ 6.00
Book Value Per Share Before Offering	$ 0.17	$ 0.17	$ 0.17	$ 0.17
Book Value Per Share After Offering	$ 0.84	$ 1.36	$ 1.77	$ 2.12
Increase (Decrease) in Book Value Per Share	$ 0.67	$ 1.19	$ 1.61	$ 1.95
Dilution Per Share to New Investors	$ 5.33	$ 4.81	$ 4.39	$ 4.05
Dilution Per Share by Percentage	88.9%	80.2%	73.2%	67.6%

PLAN OF DISTRIBUTION AND SELLING SHAREHOLDERS

The Offering will be made through general solicitation, direct solicitation, and marketing efforts whereby Investors will be directed to https://www.thumzupmedia.com/invest to invest. The Company has engaged Dalmore Group, LLC an independent FINRA broker-dealer to assist with the Share sales in exchange for a 1% commission fee on the aggregate sales and up to 6% to other registered broker-dealers. The Offering is conducted on a best-efforts basis. No Commissions or any other renumeration for the Share sales will be provided to the Company, the Directors, any Officer, or any employee of the Company, relying on the safe harbor from broker-dealer registration set forth in Rule 3a4-1 under the Securities Exchange Act of 1934, as amended.

The Company will not limit or restrict the sale of the Shares during this 12-month Offering.

The Company stock is presently quoted on the Over-The-Counter Venture Market quotation system (OTCQB) under the symbol TZUP. The Offering price of the Shares offered through this Offering is arbitrary and does not bear any relationship to the value of the assets of the Company.

As of the date of this Offering Circular, the Company has engaged Pacific Stock Transfer as transfer agent for this Offering.

Directors, Officers, and employees of the Company are primarily engaged in the Company's business of social media marketing, and none of them with the exception of Robert Haag are, or have ever been, brokers nor dealers of securities. Robert Haag was previously a licensed broker, left the brokerage occupation voluntarily and has not been licensed or active since 2001.

The Directors, Officers, and employees will not be compensated in connection with the sale of securities through this Offering. The Company believes that the Directors, Officers, and employees are associated persons of the Company not deemed to be brokers under Exchange Act Rule 3a4-1 because: (1) no Director, Officer, or employee is subject to a statutory disqualification, as that term is defined in section 3(a)(39) of the Exchange Act at the time of their participation; (2) no Director, Officer, or employee will be compensated in connection with his participation by the payment of commissions or by other remuneration based either directly or indirectly on transactions in connection with the sale of securities through this Offering; (3) no Director, Officer, or employee is an associated person of a broker or dealer; (4) the Directors, Officers, and employees primarily perform substantial duties for the Company other than the sale or promotion of securities; (5) no Director, Officer, or employee has acted as a broker or dealer within the preceding twelve months of the date of this Offering Circular; (6) no Director, Officer, or employee will participate in selling this Offering after more than twelve months from the date of this Offering Circular.

The Company has engaged Dalmore, a broker-dealer registered with the Commission and a member of FINRA, to act as the broker-dealer of record for this Offering, but not for underwriting or placement agent services. As compensation, the Company has agreed to pay Dalmore a commission equal to 1% of the amount raised in the Offering to support the Offering on all invested funds after the issuance of a No Objection Letter by FINRA. In addition, the Company has paid Dalmore a one-time advance set up fee of $5,000 to cover reasonable out-of-pocket accountable expenses actually anticipated to be incurred by Dalmore, such as, among other things, preparing the FINRA filing. Dalmore will refund any fee related to the advance to the extent it is not used, incurred or provided to the Company. In addition, the Company will pay a one time $20,000 consulting fee that will be due immediately after FINRA issues a No Objection Letter.

The Company will also publicly market the Offering using general solicitation through methods that include emails to potential Investors, the internet, social media, and any other means of widespread communication.

The Offering Circular will be furnished to prospective investors via download 24 hours per day, 7 days per week on the Company's website https://www.thumzupmedia.com/invest and via the EDGAR filing system. The following table shows the total discounts and commissions payable to Dalmore Group, LLC and other registered broker-dealers, if they were to be engaged by the Company, in connection with this Offering by the Company:

	Price Per Share	Total Offering
Public Offering Price	$ 6.00	$ 24,000,000.00
Placement Agent Commissions	$ 0.42	$ 1,680,000.00
Proceeds, Before Expenses	$ 5.58	$ 22,320,000.00

After the Offering Statement has been qualified by the Securities and Exchange Commission, the Company will accept tenders of funds to purchase the Common Stock. The Company may close on investments on a "rolling" basis so not all Investors will receive their Shares on the same date. Investors may subscribe by tendering funds by wire, credit or debit card or ACH transfer to the escrow account to be setup by the Escrow Agent. Tendered funds will remain in escrow until a closing has occurred. Upon closing, funds tendered by investors will be made available to the company for its use.

The minimum investment in this Offering is $1,000.00 or 167 Shares of Common Stock.

Investors will be required to complete a subscription agreement in order to invest. The subscription agreement includes a representation by the Investor to the effect that, if the Investor is not an "accredited investor" as defined under securities law, the Investor is investing an amount that does not exceed the greater of 10% of his or her annual income or 10% of their net worth (excluding the Investor's principal residence).

The Company expects to enter into an Escrow Agreement with North Capital Private Securities Corporation ("North Capital" or the "Escrow Agent") and Dalmore Group, LLC. Investor funds will be held by the Escrow Agent pending closing or termination of the offering. All subscribers will be instructed by the Company or its agents to transfer funds by wire, credit or debit card, or ACH transfer directly to the escrow account established for this offering. The Company may terminate the offering at any time for any reason at its sole discretion. Investors should understand that acceptance of their funds into escrow does not necessarily result in their receiving Shares; escrowed funds may be returned.

North Capital is not participating as an underwriter or placement agent or sales agent of this Offering and will not solicit any investment in the Company, recommend the Company's securities or provide investment advice to any prospective Investor, and no communication through any medium, including any website, should be construed as such, or distribute this Offering Circular or other offering materials to investors. The use of North Capital's technology should not be interpreted and is not intended as an endorsement or recommendation by it of the Company or this Offering. All inquiries regarding this Offering or escrow should be made directly to the Company.

For its services, Escrow Agent will receive fees of $500.00 for the set-up of the escrow account, $150.00 per month for maintenance of the escrow account, $10.00 per check (incoming or outgoing), $100.00 for each additional escrow break, $100.00 for each escrow amendment, $50.00 for reprocessing a closing, $25.00 per domestic wire (incoming/outgoing), $45.00 per international wire (incoming/outgoing), $25.00, plus 0.1% on the amount transferred for ACH transfers, $25.00 per reversal/chargeback, and reimbursement for out of pocket expenses.

Investor Perks

The perks available to Investors that subscribe in the amounts set forth below are as follows:

The first 400 subscribers who subscribe within 60 days of qualification of the offering will receive a perk of 20% more Shares of Common Stock ("Bonus Shares") for their subscription to the Offering. We believe this will result in the Company having the requisite number of shareholders and shareholder's equity to meet the listing criteria of a national exchange. The Company may extend the 60 day limit of this perk at its sole discretion.

After the perk for the first 400 subscriptions has closed, the Company will offer the following perks for an additional 60 days, which may be extended at the sole discretion of the Company:

- Subscriptions of $10,000 - $49,999.99 will receive 5% more Shares of Common Stock for their subscription;
- Subscriptions of $50,000 - $99,999.99 will receive 10% more Shares of Common Stock for their subscription;
- Subscriptions of $100,000 - $249,999.99 will receive 15% more Shares of Common Stock for their subscription; and
- Subscriptions of $250,000 or more will receive 20% more Shares of Common Stock for their subscription.

These perks are subject to availability and the Company reserves the right to change these perks at any time as needed. Investors may not combine the different perk levels to increase the amount of bonus shares. These perks available to investors are not to be combined or cumulative.

The Company will absorb the cost of the issuance of the Bonus Shares; to the extent any are issued, it will reduce the Proceeds that the Company receives. The issuance of these Bonus Shares will have a maximum potential dilutive effect of 20% or 800,000 Shares. This means that the actual gross Proceeds raised could equal $19,200,000. The Company is of the opinion that these perks alter the sales price and cost basis of the securities in this offering. It is recommended that Investors consult a tax professional to fully understand any tax implications of receiving any perks before investing.

There are no selling shareholders for this Offering.

USE OF PROCEEDS

	25%	50%	75%	100%
Capital Raise Marketing and Offering Costs	$ 1,250,000	$ 2,500,000	$ 3,750,000	$ 5,000,000
Thumzup® Campaign Sales	$ 500,000	$ 1,000,000	$ 1,500,000	$ 2,000,000
General and Administrative Expansion	$ 750,000	$ 1,500,000	$ 2,250,000	$ 3,000,000
Software Development	$ 750,000	$ 1,500,000	$ 2,250,000	$ 3,000,000
Research and Development	$ 250,000	$ 500,000	$ 750,000	$ 1,000,000
General Working Capital	$ 1,250,000	$ 2,500,000	$ 3,750,000	$ 5,000,000
Product Marketing	$ 1,250,000	$ 2,500,000	$ 3,750,000	$ 5,000,000
Total	$ 6,000,000	$ 12,000,000	$ 18,000,000	$ 24,000,000

1. **Capital Raise Marketing and Offering Costs - $5,000,000**

The Company intends to spend approximately $5,000,000 on Capital Raise Marketing and Offering Costs and Commissions. These funds will be used to advertise to and acquire new Investors. Included in these costs are administrative costs for raising capital, including marketing campaign management and other professional and administrative services derived from the Offering. These costs include marketing of both our capital raise and the outreach to retail Investors and customers. These costs include print, online, video and still photography marketing materials.

2. **Thumzup® Campaign Sales - $2,000,000**

The Company anticipates using approximately $2,000,000 of the Proceeds to Sales activities. This includes building out teams dedicated to selling the Company's products and expenses involved in the sales process. This includes sales management and customer resource management (CRM) technology. This includes physical technology and telecommunication such as iPads for salespeople to sign up new customers at their locations.

3. **General and Administrative Expansion - $3,000,000**

The Company anticipates using approximately $3,000,000 of the Proceeds to General and Administrative expansion activities. This includes expanding back-office operations to handle increased business and operations, legal, auditing and account costs, and CEO and senior management salaries. This also includes physical office space, insurance, and telecommunications costs.

4. **Software Development - $3,000,000**

The Company anticipates using approximately $3,000,000 of the Proceeds on increasing the software development capacity of the Company. The Company has a plan to develop future features that will help Thumzup® stay one step ahead of the competition. These funds will be used to pay software developers and designers to deliver the

features in the Company's plan; improving the scalability of the platform to assure reliability and speed as the Company adds more Creators and more Advertisers, and enable the ability of Creators and the Company to post video content on the Thumzup® App.

5. Research and Development - $1,000,000

The Company anticipates using approximately $1,000,000 of the Proceeds to Research and Development for continued advancements in the application of our technology, and the application of Company technology to other market sectors. The Company's intent is to develop proprietary technology to provide Thumzup® with additional competitive advantages.

6. General Working Capital - $5,000,000

Approximately $5,000,000 of the Proceeds will be used as cash on hand to cover the Company's short-term expenses, including inventory, payments on short-term debt, and day-to-day expenses. This will help keep the Company operating smoothly and meeting all its financial obligations. This also provides for contingencies and unforeseen opportunities to capture market dominance as opportunities arise.

7. Product Marketing - $5,000,000

The Company anticipates using approximately $5,000,000 of the Proceeds on marketing to new Advertisers to encourage them to pay for the Thumzup® service and marketing to new Thumzup® Creators to encourage them to use the Thumzup® service to post about the Company's Advertisers. This may include high profile branding events to get Thumzup® in the news and make Thumzup® a household name, as well as highly targeted digital marketing to potential Advertisers and Thumzup® Creators.

DESCRIPTION OF THE BUSINESS

Corporate History

The Company was incorporated on October 27, 2020, under the laws of the State of Nevada. Its headquarters are located in Los Angeles, CA. The Company has never been the subject of any bankruptcy or receivership. The Company has never engaged in any material reclassification, merger, or consolidation of the Company. The Company has not acquired or disposed of any material amount of assets except in the normal course of business.

In February 2022, the Company was admitted to the Over-The-Counter Venture Market quotation system (OTCQB) under the symbol TZUP.

Thumzup® Products and Services

The Company operates in a single business segment which is social media marketing. The Thumzup® App works on both iPhone and Android mobile operating systems and connects brands and people who use and love these brands. For the Advertiser, Thumzup® incentivizes real people to become content Creators and post authentic valuable posts on social media about the Advertiser and its products.

The Company seeks to capitalize on industry-wide gig economy and business democratization trends. Immense value and opportunity have been created through the democratization of ride sharing, hospitality, finance and other industries. The Thumzup® tools are designed to facilitate this democratization trend for the consumer and the Advertiser within the online advertising space.

The Company has built the technology to support an influencer and "gig" economy community around its Thumzup® App. This technology and community are designed to generate scalable authentic product posts and recommendations for Advertisers on social media. It is designed to connect Advertisers with individuals who are willing to tell their friends about the Advertisers' products online and offline.

Social Media Marketing Software Technology

The Thumzup® mobile App enables Creators, to select from brands advertising on the App and get paid to post about the Advertiser on social media. Once the Thumzup® Creator selects the brand and takes a photo using the Thumzup® App, the Thumzup® App posts the photo and a caption to the Creator's social media accounts. The Advertiser then reviews and approves the post for payment and the Creator can cash out whenever they choose through popular digital payment systems. For the Advertiser, the Thumzup® system enables brands to get real people to promote their products to their friends, rather than displaying banner ads that people are tuning out.

A recent Nielsen report found more than 80% of consumers believe friends and family are the most reliable sources of information about products[1]. According to a Pixlee article, 64% of millennials recommend a product at least once a month [2], and according to a 2019 Morning Consult survey, 86% of Gen Z and millennials would post content for monetary compensation [3].

The average American adult is expected to spend 8 hours and 11 minutes per day using digital media in 2022 according to Insider Intelligence[4]. The amount of daily usage has increased significantly over the past several years, again according to Insider Intelligence [4], and the Company believes such usage will continue to accelerate. The Company empowers businesses that want to interact with these Creators and provides tools and data so they can increase consumer awareness and expand their customer bases.

In the past decade, social media platforms like Instagram, Facebook, Twitter, Pinterest, and TikTok have achieved mass worldwide consumer acceptance and created hundreds of billions of dollars in shareholder value. This worldwide viral growth demonstrates that compelling new social media platforms which present the right combination of experience and value, will attract Creators who will invest significant amounts of time on the platforms.

The Company is an early-stage entity building a new real-time platform to support the gig economy. The Company believes that acceptance of its App and revenue growth can be driven by empowering everyday people to make money by posting about what they find to be enjoyable or attractive on social media. The Company believes that the Thumzup® App is a conduit for Advertisers to connect directly with consumers. The Company will need to secure enough Advertisers to make the App an attractive platform for adoption and scalability, and to ensure that the platform is interesting enough for the Creators to return to on a regular basis. No assurance can be given that the Company will be able to achieve these results.

[1] https://www.insiderintelligence.com/insights/us-time-spent-with-media/
[2] https://venturebeat.com/business/masse-seeks-to-improve-product-recommendations-by-building-a-friends-network/
[3] https://www.pixlee.com/blog/the-50-user-generated-content-stats-you-need-to-know
[4] https://www.cnbc.com/2019/11/08/study-young-people-want-to-be-paid-influencers.html

The Industry—Influencer Marketing

The Company believes that it is developing a new form of social media marketing that does not currently exist, therefore existing descriptions of market size and penetration are not directly applicable. As Thumzup® matures, the Company believes there will be other competitors in this new market of paying non-professional advocates to tell their friends about products they love on social media at the point-of-sale. The closest existing market that is similar to Thumzup's market is the rapidly growing subset of online advertising called "influencer marketing." As social media influencers become more plentiful and proven, advertising spending has increased in this space. Brands are estimated to spend up to $4.62 billion on influencer marketing in 2023 according to a 2021 Insider Intelligence forecast [7]. We believe major. Major brands recognize that having their happy customers post on social media is valuable.

Most existing paid influencer marketing platforms were designed for professional and semi-professional online personalities. Some of these platforms have expanded to accommodate "micro-influencers" – people with 5,000 to 30,000 social media followers. In the Company's opinion, none of these influencer platforms has entered the public consciousness and found mass adoption.

Recent research conducted by TapInfluence has found that influencer marketing content delivers 11 times higher return on investment than traditional forms of digital marketing [5], and approximately 66% of marketing firms now deploy influencer marketing according to a 2018 Association of National Advertisers survey[6]. A recent Nielsen report found more than 80% of consumers believe friends and family are the most reliable sources of information about products [5]. According to an analysis of Thumzup's data, as an influencer's follower total rises, the rate of engagement (likes and comments) with followers decreases. Those with less than 1,000 followers, also referred to as "nano-influencers," generally received likes on their posts 8% of the time according to an analysis of Thumzup's data. There thus appears to be, in the Company's view, a clear downward correlation between follower sizes and post likes. Around 66% of marketers now use influencers and nearly half of U.S. marketers plan to increase their influencer budgets according to a according to a 2018 Association of National Advertisers survey [6]. According to a Pixlee article, 64% of millennials recommend a product at least once a month [3], and according to a 2019 Morning Consult survey, 86% of Gen Z and millennials would post content for monetary compensation[4].

The Company has designed Thumzup® "from the ground up" to make it easy for brands and service providers to activate people who are not professional influencers but who are passionate about the products, services, or establishments they enjoy or frequent and then are willing to relate those experiences to their friends and other social media followers. The Company has designed the Thumzup App and Advertiser dashboard with Apple-style simplicity and intuitive features to make participation by all individuals seamless with their existing use of social media.

The Company's first product—Thumzup® App

The Company operates in a single business segment, which is social media marketing. The Company's mobile iPhone and Android applications called "Thumzup®" connects brands, products, and services to the people who use and love these brands, products, and services. For Advertisers, Thumzup® activates real people to post real product reviews and testimonials on social media with the intention of enhancing brand awareness and reaching targeted consumers more directly and effectively while driving profitable traffic to the Advertisers' products and services.

[5] https://www.inc.com/bill-carmody/influencer-marketing-delivers-11x-roi-over-all-other-forms-of-digital-media.html
[6] https://www.chiefmarketer.com/majority-marketers-use-influencers-survey/
[7] https://www.insiderintelligence.com/content/analyst-note-new-forecast-us-influencer-marketing-now-3-billion-plus-industry

The Company is building an influencer and gig economy community around the Thumzup® mobile App that will generate scalable authentic product posts and recommendations for Advertisers on social media and create a technology platform making person-to-person advertising easy, cost-effective, and scalable. The App and Advertiser dashboard are designed to connect Advertisers with individuals who are willing to promote their products and services online and offline.

Social Media Marketing Software Technology

The Company's Services

The Thumzup® mobile App enables Creators to select from brands advertising on the App and get paid to post about the Advertiser on social media. Once the Thumzup® Creator selects the brand and takes a photo using the Thumzup® App, the Thumzup® App posts the photo and a caption to the Creator's social media accounts. The Advertiser then reviews and approves the post for payment and the Creator can cash out whenever they choose through popular digital payment systems. For the Advertiser, the Thumzup® system enables brands to get real people to promote their products and services to their friends, rather than displaying banner ads that social media users are tuning out.

With the Thumzup® App, the Company is targeting and seeking to sign up everyday people and gig economy workers who like specific brands and present them with opportunities to be paid for posting about the brands on social media. The Company believes that its management team has the sales relationships, legal, and technology expertise for its current level of development. The Company will need to add additional staff to rapidly grow the business. All source code, development work, and intellectual property performed under independent development or employment contracts paid for by the Company are assigned to and owned by Thumzup®.

Intellectual Property

The Company owns the copyrights to the source code for the Thumzup® App on the iPhone iOS and Android operating mobile operating systems as used on the majority of mobile phone and tablet devices. The Company also owns the copyrighted source code for the "backend" system that administrates the Thumzup® App, tracks payments and advertising campaigns.

The Thumzup® thumb logo is a registered trademark owned by Thumzup® Media Corporation, Reg. No. 6,842,424, registered Sep. 13, 2022. On April 13, 2021, the Company filed a trademark application ser. No. 90642789 with the U.S. Patent and Trademark Office ("USPTO") for the word mark THUMZUP, which was granted registration on June 21, 2022, resulting in reg. no. 6764158. Also on April 13, 2021, the Company filed a trademark application ser. No. 90642848 for the Thumzup® logo, featuring a stylized hand with an upwardly extended thumb. Meta Platforms, Inc. (which owns and operates Facebook and Instagram) initially filed opposition to the logo on June 30, 2022. Thumzup® agreed to not use the logo as a reaction to a post and Meta Platforms, Inc. subsequently withdrew their opposition on August 5, 2022 and it was dismissed without prejudice.

Business Model

Advertisers purchase a campaign on the Thumzup® website. Once the Advertiser approves a post for payment, the platform facilitates the payment to Creators a monetary amount per screened post which may range from $1.00 to $1,000.00. The Thumzup® platform enables the Advertiser to screen posts so that the Advertiser only pays for posts that are commercially valuable and rewards Creators for posts that have images and text that represent the Advertiser in a positive manner.

Per Post Fee. Thumzup® Advertisers are charged a "Per Post Fee." By way of illustration, an Advertiser that buys 100,000 posts from Thumzup®, to pay out $10 per post to Thumzup® Creators, would purchase the posts for $13.00 each or $1,300,000. The Creators in this illustration would receive a total of $1,000,000 and Thumzup® would retain

$300,000 for its services. The Thumzup® platform would facilitate 100,000 posts for the Advertiser from Thumzup® Creators sharing with their friends about their endorsed products on social media.

Value Proposition

The Thumzup® App is designed to generate scalable social media authentic social media content for Advertisers. It is designed to connect Advertisers with individuals who are willing to authentically promote their products online. The Company envisions that many gig economy workers will be ideal candidates to become Creators posting on Thumzup®. Imagine a gig economy driver waiting for their next fare who takes a moment to post about the good experience they had at their lunch spot where they are waiting. Imagine a gig economy worker on a laptop at a coffee shop doing a graphic design project from a gig economy site who takes a moment to post about the coffee shop where they are working on Thumzup®. The Company believes that Thumzup® can readily provide extra income for this existing pool of gig economy workers. The Company believes these gig economy workers will be able to provide quality Thumzup® posts on social media for which Advertisers will be willing to pay.

Regulatory Compliance

The Federal Trade Commission regulates and requires certain disclosures by social media influencers, specifying when disclosure is required, and how the disclosure should be presented. These rules are codified in the Code of Federal Regulations, 16 CFR Part 255. Specifically, the FTC requires that influencers disclose any financial, employment, personal, or family relationship with a brand. Influencers must disclose financial relationships and consideration paid including any money, discounted products or other benefits paid to the influencer. Creators on the Thumzup platform are being paid to post about Thumzup advertisers. Thumzup puts #ad in each post made on its platform to disclose that the creator has been paid to make the post.

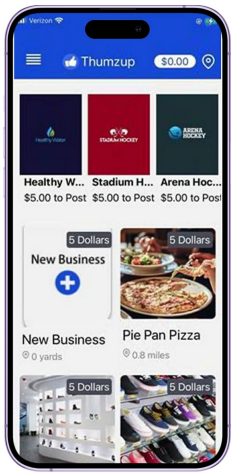
The Company does not believe its compliance with existing FTC regulations will have a material effect on capital expenditures, earnings and competitive position of the Company and its subsidiaries, for the current fiscal year and any other material future period.

Thumzup® App Workflow

For direct-to-consumer (“DTC”) brands, a customer might get a postcard in the box upon receiving a purchase in the mail. A postcard would inform the customer about the opportunity to get cashback by sharing a picture of the purchase with friends on social media. If the Creator takes a picture of the postcard, a link to download the Thumzup® App will appear on the customer’s phone. The illustration to the left and those below are intended as examples only and will not necessarily correlate to a final version or an amount. Actual wording and amounts will depend on agreements with Advertisers, products or brands seeking recommendations and other market factors as may be assessed by management.

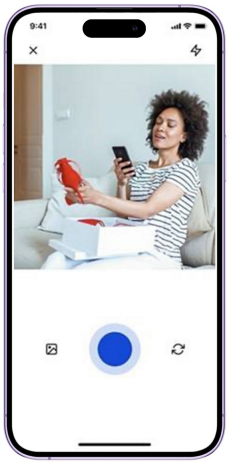
For physical stores and restaurants, the Company offers signage to make patrons aware that they can be paid to tell their friends about their positive experience in the store or restaurant.

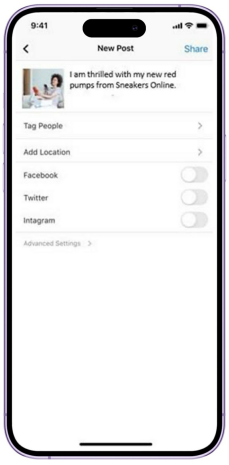
When Creators open the Thumzup® App on their phones, they will reach a welcome screen which establishes the idea that they can get paid to post about brands, services and places they like with the App.



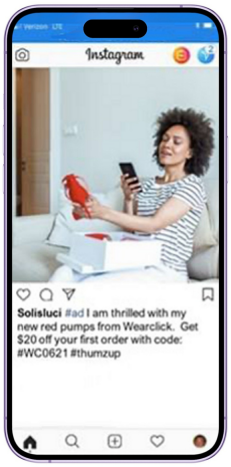
The main screen appears after a Creator enters the unique code the Company sent. The main screen enables each Creator to easily select brands, nearby restaurants, and stores that will pay the Thumzup Creator to post to friends and other followers about products and places recommended by the Creator on social media.

The main screen has seven main areas where the Creator can take action. There is a "hamburger" menu in the upper left to access administrative functions and there is a balance due to the Creator displayed on the upper right. Next, going down the screen there is a search bar, a map tool, a left to the right slider to select brands that will pay for posts, and an up and down slider to select locations nearby that will pay to post. The "hamburger" menu in the upper left gives the Creator access to change bank or payment information, to link to social media, and to invite friends. The balance due to the Creator number in the upper right has the total of monies pending and monies due but not yet transferred to the Creator.





When Creators select a brand or location tile from the main menu, the App enables them to take pictures of their enjoying the product or experience. The App then enables them to customize the caption that will be posted to social media. Once Creators submit the pictures and captions, they get uploaded and displayed on the social media account of those Creators.



Thumzup® inserts the tag required to disclose that the post is a paid promotion. If the Advertiser, in this case at left, a fictional brand called "Wearclick" has chosen to offer a discount code to the Thumzup Creator's friends on social media, that discount code gets embedded in the post along with the offer.

When the Creator makes a new post, the post is reviewed by Thumzup on behalf of the Advertiser to assure that it meets community standards, does not include sexually explicit images or text, and that the post reflects the Advertiser in a commercially favorable light. For instance, if images are poorly lit or irrelevant to the brand, Creators may be sent text messages to the Creators giving them this feedback and explaining that the post is not due for payment.

When Creators want to receive the money they have earned they tap on the PayMe! selection on the App menu. The App then pays the Creator via online payment systems, such as Venmo or PayPal, the amount due from all screened posts made by that Creator.

The App enables the Creator to search for brands they like that will pay them to post. This is useful so that Thumzup® Creators can easily discover brands they like to post about. The App pays Creators to post about brands.

In the Company's opinion, paid posts from happy customers about how much they like an Advertiser's goods or services offer attractive, compelling values to both Advertisers and Creators compared to traditional online advertising because those posts should yield higher response rates. To date, the Thumzup Advertisers have paid more than 75 Creators between $5.00 and $10.00 each to post about the Company's initial Advertisers. This post, for example, received about 40 "likes" from an Instagram Creator who has about 900 followers. That is a 4.4 percent response rate which is about eight times the average response rate of Instagram ads.

The Thumzup® system provides Advertisers with quality control by enabling the Advertiser to review posts to make sure that the posts meet community standards and are commercially useful to the Advertiser. This helps reduce the number of people who may try to game the system to otherwise not use it properly. Thumzup® Creators can opt-in to receive text message from brands. This opt-in opportunity is valuable to Advertiser brands because text messages have higher visibility to potential customers than emails.

The Thumzup® system enables "campaign spend" to be limited by a total dollar amount as determined by the Advertiser. Once the posts that the Advertiser has paid for have been posted and approved for payment, the campaign expires and the Advertiser incurs no additional cost until it chooses to increase the amount. It also enables the Advertiser to limit the number of posts made by an individual Creator by day, week, and month. The Company believes that this feature enables more efficient budgetary control while reducing unintended cost overruns. This feature may eliminate abuse or saturation by Creators who post more than what may be commercially valuable to Advertisers.

Financing Plan

In November 2020, the Company raised an aggregate of $215,000 through issuance of senior secured convertible promissory notes to four holders, which have since been converted and exchanged into shares of Common and Preferred Stock, respectively, and are now retired. From January 1, 2021 through November 7, 2022, the Company has raised an additional $1,880,412 and $940,000 through the sale of its Common and Preferred Stock, respectively, to Accredited Investors in private placements pursuant to section 4(a)(2) of the Securities Act of 1933. These funds have been used to build and beta test the Thumzup® App and to cover operating costs, including other administrative costs and expenses.

During the year 2021 the Company was pre-revenue and transitioned into beta testing. The Company has generated minimal revenue in 2022 from a limited soft launch in Santa Monica and Venice, CA. The Thumzup® App commercial launch is planned to begin in late 2022, or early 2023 in a geographic region around the West Side of Los Angeles with expansion into other geographic regions planned for 2023 and beyond.

Competition

The Company has competitors in influencer marketing software companies as GRIN, #paid, CreatorIQ, Mavrck, Popular Pays, Tribe Dynamics, AspireIQ, Influenster, Traackr, and Hivency. All of the above-named competitor influencer marketing software is focused on influencers who see themselves as professional influencers. To the best of the Company's knowledge, these competitors are not building platforms designed to turn social media creators into micro-influencers in the manner that the Company seeks to accomplish. Rep is also an app that connects brands with influencers who are interesting in promoting brands. Rep's app is different from Thumzup® because it is targeting people who consider themselves influencers.

The Company does not currently know of another business that is seeking to build a community of everyday people and empowering them to post about brands that they love.

Nevertheless, the influencer marketing industry segments are rapidly evolving and competitive and the Company expects competition to intensify in the future with the emergence of new technologies and market entrants. The Company's competitors may enjoy competitive advantages, such as greater name recognition, longer operating histories, substantially greater market share, established marketing relationships with, and access to, large existing advertisers and user bases, and substantially greater financial, technical and other resources. These competitors may use these advantages to offer apps or other products similar to the Company's at a lower price, develop different products to compete with the Company's current solutions and respond more quickly and effectively than the Company does to new or changing opportunities, technologies, standards or client requirements particularly across different cities and geographical regions. Certain competitors could also use strong or dominant positions in one or more markets to gain competitive advantage against the Company in markets in which it operates in the future. The Company believes its ability to compete successfully for users, content, and advertising and other customers depends upon many factors both within and beyond the Company's control, including:

- the popularity, usefulness, ease of use, performance and reliability of the Thumzup® App and services compared to those of competitors;
- the ability, in and of itself as well as in comparison to the ability of competitors, to develop new apps, other products and services and enhancements to then existing apps, products and services;
- the Company's ad targeting and measurement capabilities, and those of its competitors;
- the size, composition and level of engagement of the Thumzup® App user communities relative to those of the Company's competitors;
- the Company's marketing and selling efforts, and those of its competitors;
- the pricing of the Thumzup® Apps and services relative to those of its competitors;
- the actual or perceived return the Company's customers receive from the deployment of the Thumzup® Apps within the user communities relative to returns from the Company's competitors; and
- the Company's reputation and brand strength relative to its competitors.

Problems in the market that Thumzup® solves

According to Inc. Magazine, in 2019, JetBlue Airways did a promotion where it offered free travel to people in exchange for posting about JetBlue on social media. The promotion was deemed not to be a success because many of the people reportedly deleted the posts after claiming the reward. JetBlue had no platform for tracking the influencers and holding them accountable. The Thumzup® Platform allows Advertisers to limit and or cap their advertising spend, as well as allowing the Advertiser to approve individual posts prior to the Creator being paid.

Employees

As of October 17, 2022, The Company has four (4) full-time employees and independent contractors, 8 part-time marketing and sales independent contractors, and has retained an outsourced management consultant, who on a part-time basis performs accounting and financial reporting services on the Company's behalf. The Company also utilizes the services of approximately seven (7) part-time software developers. All of these software developers are third-party contractors and are located outside the United States.

Legal Proceedings

From time to time, the Company may become involved in litigation or other legal proceedings. The Company is not currently a party to any litigation or legal proceedings. Regardless of outcome, litigation can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources and other factors.

DESCRIPTION OF PROPERTY

The Company does not own or lease any real property as of the date of this Offering Circular.

[1]https://www.inc.com/erik-sherman/jetblues-genius-and-horrifying-promotion-turn-your-instagram-account-into-an-ad-for-them.html

MANAGEMENT'S DISCUSSION AND ANALYSIS OF THE FINANCIAL CONDITION OF THE ISSUER

INTRODUCTION

Thumzup Media Corporation ("Thumzup" or "Company") was incorporated on October 27, 2020, under the laws of the State of Nevada, and its headquarters is located in Los Angeles. The Company's primary business is software as a service provider dedicated to connecting businesses with consumers and allowing the business to incentivize consumers to post about their experience on social media. Thumzup mission is to democratize social media marketing by connecting advertisers with non-professional people, who can be paid for their posts about products and services they love through its technology which utilizes a proprietary mobile app ("App"). The App generates scalable word-of-mouth product posts and recommendations for advertisers on social media and is designed to connect advertisers with individuals who are willing to promote their products online.

The Thumzup App enables users to select a brand they want to post about on social media. Once the Thumzup user selects the brand and takes a photo (using the App), the App will post the photo and a caption to the user's social media account(s). As of the date of this filing, Instagram is the Company's initial social media platform that is being used, due to its wide acceptance and its great functionality using photographs. The Company expects to add other social media platforms in the future. For the advertiser, the Thumzup system enables brands to get real people to promote products to their friends, rather than displaying banner ads that consumers now mostly ignore, or contracting with expensive professional influencers. The Company has recorded nominal revenues during the first nine months of 2022 and continues with the development of enhancements to its App and marketing efforts.

The Thumzup App was launched in November 2021 in a limited capacity. To date our clients have paid more than 104 creators between $3.00 and $10.00 each to post about our initial advertisers. More than 1,145 posts have been made by our creators.

As of November 14, 2022, the Company has sufficient funds to operate for the next twelve months. The Company anticipates raising additional capital to expand sales to new Advertisers, expand acquiring new Creators and to improve and further develop the technology.

The Company is an "emerging growth company" as that term is used in the Jumpstart our Business Startups Act of 2012, and as such, has elected to comply with certain reduced public company reporting requirements.

OVERVIEW

The Company was formed in October 2020 and have not yet established profitable operations and have generated minimal revenue. For the nine months ended September 30, 2022 and 2021, the Company incurred $792,445 and $529,758 in net losses, respectively, due primarily to software research and development expenses in both periods.

GOING CONCERN

The accompanying financial statements in Part F/S have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplate continuation of the Company as a going concern. However, the Company was only recently formed, has not yet established profitable operations and has incurred losses since inception. These factors raise substantial doubt about the ability of the Company to continue as a going concern. In this regard, management is proposing to raise additional funds not provided by operations through loans or through sales of its common stock. There is no assurance that the Company will be successful in raising this additional capital or in achieving profitable operations. The accompanying financial statements do not include any adjustments that might result from the outcome of these uncertainties.

The Company is a beginning revenue, software and services company that has relied on short-term debt and equity funding for its operations. At September 30, 2022 and December 31, 2021, the Company had a cash balance of $1,099,761 and $424,445, respectively, and the Company used $851,984 to fund operating activities for the nine months ended September 30, 2022. The Company may need to raise additional funding and manage expenses in order to continue as a going concern.

RESULTS OF OPERATIONS

NINE MONTHS ENDED SEPTEMBER 30, 2022 AND 2021

The following table set forth certain selected unaudited statement of operations data for the nine months ended September 30, 2022 and 2021.

	2022	2021
Revenues	$ 6,524	$ —
Operating expenses	790,083	516,715
Loss from operations	(783,559)	(516,715)
Net loss from continuing operations	(792,445)	(529,758)
Net loss per common share	$ (0.13)	$ (0.09)

Revenues

The Company recognized $6,524 and $0 of revenue during the nine months ended September 30, 2022 and 2021, respectively due to the release of its App during the fourth quarter of 2021, thus, no revenues were recognized in the comparable period of 2021.

Operating expenses

For the nine months ended September 30, 2022, the Company recognized a total of $790,083 in operating expenses. The operating expenses were comprised of $412,477 in software research and development expenses, $130,107 in marketing expenses, $243,979 in general and administrative expenses and $1,620 in depreciation expense.

The Company is expanding its advertising and marketing efforts to drive revenues and increased expenses in this area by approximately $126,000 for the nine months ending September 30, 2022 compared to the nine months ending September 30, 2021.

General and administrative expenses increased over the prior year period by approximately $207,000 due to increased legal and accounting of approximately $97,000, increased consulting expenses of approximately $21,000, increased travel costs in capital raise efforts of approximately $32,000, increased transfer agent fees due to active trading for the full nine months of 2022 of approximately $11,000, increased administrative contract services to a full-time basis of approximately $31,000 and increased office supplies and software subscriptions of approximately $15,000.

For the nine months ended September 30, 2021, the Company recognized a total of $516,715 in operating expenses. The operating expenses were comprised of $474,445 in software research and development expenses, $4,003 in marketing expenses, $37,071 in general and administrative expenses and $1,196 in depreciation expense.

Other expenses

For the nine months ended September 30, 2022 the Company had $8,886 in interest expense related to the senior secured convertible promissory notes. For the same period in 2021 the Company recorded interest expense of $13,043 related to the senior secured convertible promissory notes.

Net Loss and net loss from operations

The Company realized a net loss from operations of $783,559 and $516,715 for the nine months ended September 30, 2022 and 2021, respectively. The net loss for the same periods was $792,445 and $529,758, respectively.

Liquidity and capital resources

As of September 30, 2022, the Company had cash of $1,099,761 compared to cash of $424,445 as of December 31, 2021.

As of September 30, 2022 and December 31, 2021, the Company had an accumulated deficit of $1,655,388 and $862,942, respectively.

For the nine months ending September 30, 2022 and 2021, the Company's operations resulted in net cash used of $851,984 and $573,356, respectively.

Net cash used in in investing activities for the nine months ended September 30, 2022 and 2021 was $0 and $6,449 used to purchase computer equipment and to acquire intangible assets, Trademark, of $2,098.

Net cash provided by financing activities was $1,527,300 and $724,500 for the nine months ended September 30, 2022 and 2021, respectively, due mainly to capital raised from accredited investors in both periods. The Company continues its capital raise efforts and believes it has sufficient cash on hand to fund its operations for the next twelve months.

Inflation

The Company's results of operations have not been affected by inflation and management cannot predict the impact, if any, inflation might have on its operations in the future.

DIRECTORS, EXECUTIVE OFFICERS, AND SIGNIFICANT EMPLOYEES

Directors:

Name	Position	Age	Term of Office	Approx. Hrs. Per Week
Robert Haag	Director	57	June 1, 2022 – Present	5
Robert Steele	Chief Executive Officer, President, Secretary, Treasurer	56	October 2020 – Present	Full Time

Officers:

Name	Position	Age	Term of Office	Approx. Hrs. Per Week
Robert Steele	Chief Executive Officer, President, Secretary, Treasurer	56	October 2020 – Present	Full Time

Directors' and Officers' Biographical Information:

The Bylaws provide that the Company shall be managed by a Board of at least one (1) and up to five (5) Directors. As of the date of this Offering Circular, there are two sitting Directors.

Robert Haag: Director

Robert Haag is the Managing Member and sole owner of Westside Strategic Partners LLC, which is an investor in the Company. Since 2012, Mr. Haag has been a Managing Director of IRTH Communications, LLC, which provides financial communications services, and strategic consulting to its clients He was previously employed in the brokerage, investment banking industries from about 1993 – 2001 and formerly held the Series 7, 24 and 63 licenses.

Based in Asia from 2008-2012, he held senior positions with an investment fund and also an investment bank based in Saigon, Vietnam in 2008. From 2009-2012 he served as Managing Director of Asia for IRTH Communications, LLC and was based out of Shanghai, China. From approximately 2002 -2007 he was Director of Speculative Investments at KMVI, a family office / holding company which invested in restaurants, oil, private equity, publicly traded companies, real estate and a wide array of other industries. While at KMVI, he was also President and CEO of Utopia Optics (majority owned by KMVI), an eyewear and apparel company focused on consumers in the action sports markets. Mr. Haag graduated from Hamilton College with a Bachelor of Arts in History in 1988.

Robert Steele: **Chief Executive Officer, President, Secretary, Treasurer, Director**

Mr. Steele is the Chief Executive Officer and a director of Thumzup Media Corporation. From October 2019 until present Mr. Steele has operated a consulting business that has provided investor relations, financial, sales and marketing consulting services to various clients. Mr. Steele was the Director of Client Positioning at IRTH Communications, LLC from January 2017 to September 2019. From May 2016 through December 2016 Mr. Steele was an independent consultant rendering sales, marketing and investor relations services. From January 2010 to May 2016 Mr. Steele was the President of Rightscorp, Inc. While at Rightscorp, Mr. Steele designed and deployed patented intellectual property software as a service (SaaS) tools that were used by major brands like Warner Bros. to protect their intellectual property. As President of Rightscorp, Mr. Steele led the design of the software used by clients like Sony/ATV and BMG. BMG successfully used Mr. Steele's technology to win a landmark $25 million judgment against Cox Communications for copyright infringement. Mr. Steele holds a BS in Electronic and Computer Engineering from George Mason University.

Legal Proceedings Disclosure

There are no legal proceedings that require disclosure regarding the Directors and Officers of the Company including bankruptcy, receivership, criminal, or other matters.

Family Relationship Disclosure

There are no family relationships to disclose.

COMPENSATION OF DIRECTORS AND OFFICERS

Name	Capacities in which Compensation was Received	Cash Compensation	Other Compensation (Cash Value)	Total Compensation
Robert Haag	Director	$4,000.00 (per year)	Not Applicable	$ 4,000.00
Robert Steele	CEO	$60,000.00 (per year)	Not Applicable	$ 60,000.00

Increases to Compensation

There are currently no open stock awards subject to vesting.

There are no current planned increases to compensation for the Director, Robert Haag, at this time.

Robert Steele, CEO, President, Secretary, and Treasurer is compensated $5,000 per month for his services as Chief Executive Officer of the Company, commencing on October 1, 2022. Mr. Steele is not compensated for his services as a director of the Company.

Aggregate Compensation to Directors

The Company paid an aggregate of $1,000.00 to one of its Directors, Robert Haag, over the past fiscal year. There is a total of two (2) Directors.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITY HOLDERS

Title of Class	Name	Amount and Nature of Beneficial Ownership	Amount and Nature of Beneficial Ownership Acquirable	Percent of Class
Common Stock	Westside Strategic Partners LLC[1]	244,645 shares	25,185 shares of Series A Preferred Convertible Voting Stock (convertible into 377,775 shares)	7.82%[2]
Common Stock	Danny Lupinelli	1,500,000	-	24.5%
Common Stock	Robert Steele	3,400,000 shares	0	53.83%

[1] Robert Haag, a Director of the Company, is the Managing Member and sole owner of Westside Strategic Partners, LLC.

[2] Assumes conversion of shares of Series A Preferred Convertible Voting Stock.

Lockup Agreements

On September 21, 2022, Robert Steele, and Danny Lupinelli entered into Lockup Agreements (the "Lockup Agreement') with holders of the Series A Preferred Convertible Stock over the ownership of their securities. Other than with respect to certain issuances, without the prior consent of 51% of the holders of the Series A Preferred Convertible Stock of the Company, will not (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company; (ii) file or cause to be filed any registration statement with the Securities and Exchange Commission relating to the offering of any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company.

INTEREST OF MANAGEMENT AND OTHERS IN CERTAIN TRANSACTIONS

On November 19, 2020, Westside Strategic Partners, LLC, of which one of our Directors, Robert Haag, is the Managing Member and sole owner, purchased a convertible note in the principal amount of $50,000 convertible for $50,000 in consideration. The convertible note was converted into common stock and preferred shares on September 28, 2022 and the note is now retired.

On March 16, 2021, Westside Strategic Partners, LLC, of which one of our Directors, Robert Haag, is the Managing Member and sole owner, acquired 25,000 shares of Common Stock at $1.00 per share for a subscription in the amount of $25,000.

On January 7, 2022, Westside Strategic Partners, LLC, of which one of our Directors, Robert Haag, is the Managing Member and sole owner, acquired 33,334 shares of Common Stock at $1.50 per share for a subscription in the amount of $50,000.

On July 7, 2022, Westside Strategic Partners, LLC, of which one of our Directors, Robert Haag, is the Managing Member and sole owner, acquired 16,667 shares of Common Stock at $3.00 per share for a subscription in the amount of $50,000.

On September 27, 2022, Westside Strategic Partners, LLC, of which one of our Directors, Robert Haag, is the Managing Member and sole owner, acquired 2,223 shares of our Series A Preferred Stock at $45 per share for a subscription in the amount of $100,000.

On September 28, 2022, Westside Strategic Partners, LLC, of which one of our Directors, Robert Haag, is the Managing Member and sole owner, exchanged convertible debt in the amount of $37,887.16 in principal and accrued interest for 22,962 shares of Series A Preferred Stock.

On September 28, 2022, Westside Strategic Partners, LLC, of which one of our Directors, Robert Haag, is the Managing Member and sole owner, acquired 169,644 shares of Common Stock for the conversion of debt in the amount of $18,660.88 in principal and accrued interest.

On June 29, 2022, Robert Steele, our Chief Executive Officer and a Director, sold 100,000 shares of Common Stock for $30,000.00 in a private transaction to an accredited investor.

DESCRIPTION OF THE SECURITIES

The Company's authorized capital stock consists of 250,000,000 Shares of Common Stock, par value $0.001 per Share, 25,000,000 shares of blank check preferred stock, par value $0.001 per share, of which 1,000,000 have been designated as Series A Preferred Convertible Voting stock. As of October 17, 2022, 6,315,673 Shares of Common Stock and 7,106,336 shares of Series A Preferred Convertible Voting stock were issued and outstanding. All outstanding shares of the Company's Common Stock and Series A Preferred Convertible Voting Stock are duly authorized, validly issued, fully-paid and non-assessable. As of the date of this Offering Circular, only shares of Common Stock and Series A Preferred Convertible Voting Stock are outstanding.

The following summarizes the rights of holders of the Common Stock:

Voting Rights

A holder of Common Stock is entitled to one vote per Share on all matters to be voted upon generally by the Shareholders and are not entitled to cumulative voting for the election of Directors or other matters.

Dividends

Subject to preferences that may apply to shares of Preferred Stock outstanding, the holders of Common Stock are entitled to receive lawful dividends as may be declared by the Company's Board of Directors.

Liquidation Rights

Upon the Company's liquidation, dissolution or winding up, the holders of Shares of Common Stock are entitled to receive a pro rata portion of all the Company's assets remaining for distribution after satisfaction of all of its liabilities and the payment of any liquidation preference of any outstanding preferred stock.

Preemptive Rights

The Common Stock does not include preemptive rights.

Conversion Rights

The Common Stock does not include conversion rights.

Redemption Provisions

The Common Stock does not include redemption provisions.

Sinking Fund Provisions

The Common Stock does not include sinking fund provisions.

Liability to Further Calls or to Assessment by the Issuer

None of the Company's securities are liable to further calls or assessment by the Company.

Any Classification of the Board of Directors, and the Impact of Classification Where Cumulative Voting is Permitted or Required

There is no classification of the Board of Directors.

Restrictions on Alienability of Securities Being Offered

No such restrictions apply.

Any Provision Discriminating Against Any Existing or Prospective Holder of Such Securities as a Result of Such Securityholder Owning a Substantial Amount of Securities

No such provision applies.

Any Rights of Holders That May Be Modified Otherwise Than By a Vote of a Majority or More of the Shares Outstanding, Voting as a Class

Any provision of the Company's Bylaws may be altered, amended or repealed at the annual or any regular meeting of the Board of Directors without prior notice, or at any special meeting of the Board of Directors if notice of such alteration, amendment or repeal be contained in the notice of such special meeting.

The following summarizes the rights of holders of the Series A Preferred Convertible Voting Stock:

Voting Rights

Subject to the provisions of Section 4 of the Certificate of Designation, each holder shall have the right, at any time and from time to time, at such holder's option, to convert any or all of such holder's shares of Series A Preferred into the number of shares of Common Stock as set forth herein. Each share of Series A Preferred initially converts into 15 shares of Common Stock (the "Conversion Rate") at a reference rate of $3.00 per share of Common Stock (the "Reference Rate") subject to adjustments set forth in Sections 4(g) and (h) of the Certificate of Designation.

Dividend Rights

The holders of Series A Preferred shall be entitled to receive, in cash or in-kind at Company's election, in an amount equal to $3.50 per share. If paid in kind, the dividend shall be in shares of Series A Preferred (the "Dividend Shares") valued at the $45.00 per share of Series A Preferred (the "Purchase Price") unless the closing price of the Common Stock on the Trading Day prior to the issuance of the dividend is below the Reference Rate, in which case the Dividend Shares shall be valued at the Purchase Price adjusted pursuant to the formula set forth in Section 3 of the Certificate of Designations.

Conversion/Liquidation Rights

In the event of a liquidation event, holders of Series A Preferred shall be entitled to receive in cash out of the assets of the Corporation, whether from capital or from earnings available for distribution, to its stockholders before any amount shall be paid to the holders of any common shares, an amount equal to $45 per share of Series A Preferred plus any accrued dividends and interest.

Under the Certificate of Designations, at no time may all or a portion of the Series A Preferred be converted if the number of shares of Common Stock to be issued pursuant to such conversion would exceed, when aggregated with all other shares of Common Stock owned by the Holder at such time, the number of shares of Common Stock that would result in the holder beneficially owning (as determined in accordance with Section 13(d) of the 1934 Act and the rules thereunder) more than 4.99% of all of the Common Stock outstanding at such time (the "4.99% Beneficial Ownership Limitation"); provided, however, that, upon the holder providing the Company with sixty-one (61) days' advance notice (the "4.99% Waiver Notice") that the holder would like to waive Section 4(f) of the Certificate of Designations with regard to any or all shares of Common Stock issuable upon conversion of the Series A Preferred, Section 4(f) will be of no force or effect with regard to all or a portion of the Series A Preferred referenced in the 4.99% Waiver Notice but shall in no event waive the 9.99% Beneficial Ownership Limitation (the "9.99% Beneficial Ownership Limitation").

SEPTEMBER 30, 2022

INDEX - Financial Statements (Unaudited)

Thumzup Media Corporation
Balance Sheets

	September 30, 2022 (unaudited)	December 31, 2021
ASSETS		
Current assets		
Cash and cash equivalents	$ 1,099,761	$ 424,445
Prepaid expenses	123,838	-
Total current assets	1,223,599	424,445
Property and equipment, net	3,093	4,713
TOTAL ASSETS	$ 1,226,692	$ 429,158
LIABILITIES & STOCKHOLDERS' EQUITY		
Accounts payable and accrued liabilities	$ 32,256	$ 34,313
Senior Secured Convertible Promissory Notes	-	215,000
Total current liabilities	32,256	249,313
Total liabilities	32,256	249,313
Stockholders' equity		
Preferred stock, $0.001 par value, 24,000,000 shares authorized; no shares issued and outstanding, respectively	-	-
Preferred Series A, $0.001 par value, 1,000,000 shares authorized; 113,154 and 0 shares issued and outstanding, respectively	113	-
Common stock, $0.001 par value, 250,000,000 shares authorized; 7,106,333 and 6,037,836 shares issued and outstanding, respectively	7,106	6,038
Additional paid-in capital	2,842,605	1,036,749
Accumulated deficit	(1,655,388)	(862,942)
Total stockholders' equity	1,194,436	179,845
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	$ 1,226,692	$ 429,158

The accompanying unaudited notes are an integral part of these financial statements and should be read in conjunction with these unaudited financial statements.

Thumzup Media Corporation
Statements of Operation
(unaudited)

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2022	2021	2022	2021
Total revenue	$ 1,632	$ -	$ 6,524	$ -
Operating expenses:				
Cost of revenue	1,900	-	1,900	-
Sales and marketing	64,748	1,882	130,107	4,003
Research and development	126,479	268,115	412,477	474,445
General and administrative	100,900	19,448	243,979	37,071
Depreciation expense	540	720	1,620	1,196
Total operating expenses	294,567	290,165	790,083	516,715
(Loss) income from operations	(292,935)	(290,165)	(783,559)	(516,715)
Other income (expenses)				
Interest (expense)	-	(5,829)	(8,886)	(13,043)
Total other income (expenses)	-	(5,829)	(8,886)	(13,043)
Net income (loss) before income taxes	(292,935)	(295,994)	(792,445)	(529,758)

Provision for income taxes	-	-	-	-
Net (loss)	$ (292,935)	$ (295,994)	$ (792,445)	$ (529,758)
Earnings per common share - Basic and diluted	$ (0.05)	$ (0.06)	$ (0.13)	$ (0.09)
Weighted average common shares outstanding -Basic and diluted	6,444,547	5,367,274	6,156,567	5,616,704

The accompanying unaudited notes are an integral part of these financial statements and should be read in conjunction with these unaudited financial statements.

Thumzup Media Corporation
Statement of Stockholders' Equity
September 30, 2022

	Preferred Series A		Common Stock		Additional Paid-in	Accumulated	Total Retained Earnings/
	Shares	Amount	Shares	Amount	Capital	Deficit	Deficit
For the Three Months Ended September 30, 2022 and 2021							
Balance at June 30, 2022	-	$ -	6,315,670	$ 6,316	$ 1,758,852	$ (1,362,452)	$ 402,716
Preferred Series A issued for cash	17,558	18			789,982		790,000
Preferred Series A issued for conversion of notes and accrued interest	95,596	96			157,638		157,733
Common Stock issued for cash			11,000	11	32,989	-	33,000
Common Stock issued for services			2,000	2	18,378	-	18,380
Common Stock issued for conversion of notes and accrued interest			777,663	778	84,765		85,543
Net Loss						(292,935)	(292,935)
				(1)		(1)	(1)
Balance at September 30, 2022	113,154	$ 113	7,106,333	$ 7,106	$ 2,842,604	$ (1,655,388)	$ 1,194,436
Balance at June 30, 2021	-	$ -	5,754,500	$ 5,755	$ 718,745	$ (239,450)	$ 485,050
Net Loss						(295,994)	(295,994)
Balance at September 30, 2021	-	$ -	5,754,500	$ 5,755	$ 718,745	$ (535,444)	$ 189,056
For the Nine Months Ending September 30, 2022 and 2021							
Balance at December 31, 2021	-	$ -	6,037,836	$ 6,038	$ 1,036,749	$ (862,942)	$ 179,845
Preferred Series A issued for cash	17,558	18			789,982		790,000
Preferred Series A issued for conversion of notes and accrued interest	95,596	96			157,638		157,733
Common Stock issued for cash			286,834	286	736,714		737,000
Common Stock issued for services			4,000	4	36,756		36,760
Common Stock issued for conversion of notes and accrued interest			777,663	778	84,765		85,543
Net Loss						(792,445)	(792,445)
						(1)	
Balance at September 30, 2022	113,154	$ 113	7,106,333	$ 7,106	$ 2,842,604	$ (1,655,388)	$ 1,194,436
Balance at December 31, 2020			5,000,000	$ 5,000	$ (5,000)	$ (5,687)	$ (5,687)
Common stock issued for services			30,000	30	(30)	-	-
Common stock issued for cash			724,500	725	723,775	-	724,500
Net loss						(529,758)	(529,758)
						1	1
Balance at September 30, 2021	-	$ -	5,754,500	$ 5,755	$ 718,745	$ (535,444)	$ 189,056

The accompanying unaudited notes are an integral part of these condensed unaudited financial statements.

Thumzup Media Corporation
Statements of Cash Flows
For The Nine Months Ending September 30,
(unaudited)

	2022	2021
Cash flows from operating activities		
Net loss	$ (792,445)	$ (529,758)
Depreciation expense	1,620	1,196
Stock issued for services	36,760	-
Interest expense converted to stock	8,886	-
Adjustments to reconcile net loss to net cash used in operating activities:		
Prepaid expenses	(123,838)	(103,350)
Other assets	-	7,214
Accounts payable and accrued expenses	17,033	51,342
Net cash used in operating activities	(851,984)	(573,356)
Cash flows from investing activities		
Purchase of property and equipment	-	(6,449)
Purchase of intangible assets, Trademarks	-	(2,098)
Net cash used in investing activities	-	(8,547)

Cash flows from financing activities		
Proceeds from sale of common stock	737,000	724,500
Proceeds from loan – related party	300	-
Proceeds from sale of preferred Series A	790,000	-
Net cash provided by financing activities	1,527,300	724,500
Net (decrease) increase in cash	675,316	142,597
Cash at the beginning of the period	424,445	101,317
Cash at the end of the period	$ 1,099,761	$ 243,914
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ -	$ -
Cash paid for income taxes	$ -	$ -
Supplemental disclosures of noncash financing activities:		
Preferred Series A issued for conversion of notes payable	$ 157,733	$ -
Common stock issued for conversion of notes payable and accrued interest	$ 85,543	$ -

The accompanying unaudited notes are an integral part of these financial statements and should be read in conjunction with these unaudited financial statements.

Thumzup Media Corporation
Notes to the Condensed Financial Statements (Unaudited)
September 30, 2022

Note 1 - Business Organization and Nature of Operations

Thumzup Media Corporation ("Thumzup" or "Company") was incorporated on October 27, 2020, under the laws of the State of Nevada, and its headquarters is located in Los Angeles. The Company's primary business is software as a service provider dedicated to connecting businesses with consumers and allowing the business to incentivize consumers to post about their experience on social media. Thumzup mission is to democratize social media marketing by connecting advertisers with non-professional people, who can be paid for their posts about products and services they love through its technology which utilizes a proprietary mobile app ("App"). The App generates scalable word-of-mouth product posts and recommendations for advertisers on social media and is designed to connect advertisers with individuals who are willing to promote their products online.

The Thumzup App enables users to select a brand they want to post about on social media. Once the Thumzup user selects the brand and takes a photo (using the App), the App will post the photo and a caption to the user's social media account(s). As of the date of this filing, Instagram is the Company's initial social media platform that is being used, due to its wide acceptance and its great functionality using photographs. The Company expects to add other social media platforms in the future. For the advertiser, the Thumzup system enables brands to get real people to promote products to their friends, rather than displaying banner ads that consumers now mostly ignore, or contracting with expensive professional influencers. The Company has recorded nominal revenues during the first nine months of 2022 and continues with the development of enhancements to its App and marketing efforts.

The Company is an "emerging growth company" as that term is used in the Jumpstart our Business Startups Act of 2012, and as such, has elected to comply with certain reduced public company reporting requirements.

Note 2 – Summary of Significant Accounting Policies

Basis of Presentation - Unaudited Interim Financial Information

The accompanying unaudited condensed financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information, and in accordance with the rules and regulations of the United States Securities and Exchange Commission (the "SEC") with respect to Form 10-Q and Article 8 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. The unaudited condensed financial statements reflect all adjustments (consisting of normal recurring accruals) which are, in the opinion of management, necessary to a fair statement of the results for the interim periods presented. Interim results are not necessarily indicative of the results for the full year.

Use of Estimates

The Company prepares its financial statements in accordance with accounting principles generally accepted in the United States of America, which requires management to use its judgment to make estimates and assumptions that affect the reported amounts of assets and liabilities and related disclosures at the date of the financial statements and the reported amounts of expenses during the reported period. These assumptions and estimates could have a material effect on the financial statements. Actual results may differ materially from those estimates. The Company's management periodically reviews estimates on an ongoing basis based on information currently available, and changes in facts and circumstances may cause the Company to revise these estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all cash on hand, demand deposits and short-term investments with original maturities of three months or less when purchased. As of September 30, 2022 and December 31, 2021, the Company's cash and cash equivalents were $1,099,761and $424,445, respectively.

Prepaid Expenses

Prepaid expenses consist prepaid professional fees related to a scheduled filing and other receivables of $123,838 and $0 at September 30, 2022 and December 31, 2021, respectively.

Property and Equipment

Property and equipment, which consists of computer equipment is recorded at cost and depreciated using the straight-line method over the estimated useful lives. Ordinary repair and maintenance costs are included in general and administrative expenses on our statement of operations. However, expenditures for additions or improvements that significantly extend the useful life of the asset are capitalized in the period incurred. At the time assets are sold or disposed of, the cost and accumulated depreciation are removed from their respective accounts and the related gains or losses are reflected in the statements of operations in gains from sales of property and equipment, net.

The estimated useful life for computer equipment is three years. We periodically evaluate the appropriateness of remaining depreciable lives assigned to computer equipment. Depreciation expense for the nine months ended September 30, 2022 and 2021 was $1,620 and $476, respectively.

Revenue Recognition

The Company accounts for revenue in accordance with ASC 606, Revenue from Contracts with Customers. The underlying principle of ASC 606 is to recognize revenue to depict the transfer of goods or services to customers at the amount expected to be collected.

Revenues are recognized when control of the promised goods or services are transferred to a customer, in an amount that reflects the consideration that we expect to receive in exchange for those goods or services. The Company applies the following five steps in order to determine the appropriate amount of revenue to be recognized as we fulfill our obligations under each of our agreements:

- identify the contract with a customer;
- identify the performance obligations in the contract;
- determine the transaction price;
- allocate the transaction price to performance obligations in the contract; and
- recognize revenue as the performance obligation is satisfied.

The Company realizes revenue upon the fulfillment of its performance obligations to customers. As of September 30, 2022 and December 31, 2021, the Company had deferred revenue of $2,863and $0, respectively, for contracts under which the customer had paid for and the Company had not yet delivered.

Research and Development Costs

Research and development expenses primarily consist of outside contractor costs related to engineering, design and development of a working prototype Thumzup™ App. Generally accepted accounting principles define research costs as a planned search or investigation to discover new knowledge with the hope that the results will eventually be useful in creating new products or services or significant improvements in existing products or services. Capitalization of research and development costs for software begins upon the establishment of technological feasibility, which is generally the completion of a working prototype that has been certified as having no critical bugs and is a release candidate. For the nine months ended September 30, 2022 and 2021, research and development costs for software were expensed when incurred as they related to the initial product development stage for our Thumzup™ App.

Income Taxes

The Company utilizes the asset and liability approach to measure deferred tax assets and liabilities based on temporary differences existing at each balance sheet date using currently enacted tax rates in accordance with ASC 740. ASC 740 considers the differences between financial statement treatment and tax treatment of certain transactions. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of a change in tax rate is recognized as income or expense in the period that includes the enactment date of that rate.

The Company has an accumulated deficit of approximately $1,655,388 as of September 30, 2022, and at the current corporate tax rate of 21% results in an estimated net operating loss ("NOL") of $348,000. The Company has no income tax effect due to the recognition of a full valuation allowance on the expected tax benefits of future loss carry forwards based on uncertainty surrounding the realization of such tax assets.

Note 3 – Going Concern

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplate continuation of the Company as a going concern. However, the Company was only recently formed, has not yet established profitable operations and has incurred losses since inception. These factors raise substantial doubt about the ability of the Company to continue as a going concern. In this regard, management is proposing to raise additional funds not provided by operations through loans or through sales of its common stock. There is no assurance that the Company will be successful in raising this additional capital or in achieving profitable operations. The accompanying financial statements do not include any adjustments that might result from the outcome of these uncertainties.

The Company is a beginning revenue, software and services company that has relied on short-term debt and equity funding for its operations. At September 30, 2022 and December 31, 2021, the Company had a cash balance of $1,099,761 and $424,445, respectively. The Company used $851,984 to fund operating activities for the nine months ended September 30, 2022 and had an accumulated deficit of $1,655,388.

During the third quarter ended September 30, 2022, the Company sold 17,558 shares of its Series A Preferred stock and received proceeds of $790,000.

Note 4 - Senior Secured Convertible Promissory Notes

On November 19, 2020, the Company issued $215,000 in Senior Secured Convertible Promissory Notes ("Senior Notes"). The Senior Notes mature on November 21, 2022 and accrue interest at eight (8%) per year. Accrued interest may be paid quarterly or converted in to shares of common stock.

The Company's borrowings are subject to a Note Purchase and Security Agreement ("Agreement") which, among other things, contains certain covenants. In accordance with the Agreement, the Company secures the Senior Notes with all of the Company's intellectual property now or hereafter owned or created by or on behalf of the Company's founding shareholders to operate the Company's business.

The Company may prepay all or any portion of the Senior Notes, after providing 30 days prior written notice, at the Company's option, pro rata to each Holder, by paying one hundred thirty percent (130%) of (1) the then outstanding principal amount plus (2) accrued and unpaid interest on that principal amount. If pre-payment is offered, the Holders may elect to convert into shares of common stock instead of accepting pre-payment. In the event the Company repays the Senior Notes, a Holder, shall have a right, for a period of 12 months from such repayment date, to acquire up to that number of shares of common stock of the Company that results from dividing the principal amount of prepaid Note by $0.11 per share, which will be adjusted for any stock splits and recapitalizations.

At any time while the Senior Notes are outstanding, and at the sole option of a Holder, the Senior Notes may be converted into shares of the common stock of the Company, or any shares of capital stock or other securities of the Company into which such common stock shall hereafter be changed or reclassified.

A Holder is not entitled to convert any portion of the Senior Note in excess of that portion of the Senior Note upon conversion of which the sum of (1) the number of shares of common stock beneficially owned by the Holder and its affiliates and (2) the number of conversion shares issuable upon the conversion would result in beneficial ownership by a Holder and its affiliates of more than 4.50% of the then outstanding shares of Common Stock.

The per share conversion price into which principal and interest outstanding will be convertible into shares of common stock hereunder is $0.11 per share. The Agreement contains a protection feature (commonly referred to as a "Down Round"); whereupon any issuance by the Company of common stock, or a security that is convertible into common stock, at a price lower than a net receipt to the Company of $0.11 per share, then the conversion price will be adjusted to equal the lower price per share. The Company has accounted for the Down Round as a contingent beneficial feature and will record a benefit to a Holder, if and, when a conversion price adjustment occurs.

In September 2022 the Company entered into separate exchange agreements with the Holders of the Senior Secured Promissory Notes to allow the conversion of their notes and accrued interest into shares of preferred stock. In September 2022 the Holders of the Senior Secured Promissory Notes exercised their option to convert their notes and accrued interest of $85,543 into 777,663 shares of common stock, and $157,733 of notes and accrued interest were converted into 95,596 shares of Preferred Series A stock. The balance of the Senior Secured Promissory Notes and the associated accrued interest payable at September 30, 2022 was $0.

Note 5 – Shareholders' Equity

Preferred Stock

The Company is authorized to issue 25,000,000 shares of preferred stock, par value $0.001 per share. On September 26, 2022 the Company submitted a Certificate of Designation to the Secretary of State of Nevada designating 1,000,000 shares of preferred stock as Series A Preferred. Each shareholder shall have the right, at any time and from time to time, at the shareholder's option to convert any or all of such holder's shares of Series A Preferred into the number of shares of Common Stock. Each share of Series A Preferred initially converts into 15 shares of Common Stock at a reference rate of $3.00 per share of Common Stock subject to adjustments.

The holders of Series A Preferred shall be entitled to receive, in cash or in-kind at Company's election, in an amount equal to $3.50 per share. If paid in kind, the dividend shall be in shares of Series A Preferred (the "Dividend Shares") valued at the $45.00 per share of Series A Preferred (the "Purchase Price") unless the closing price of the Common Stock on the Trading Day prior to the issuance of the dividend is below the Reference Rate, in which case the Dividend Shares shall be valued at the Purchase Price adjusted pursuant to the formula set forth in Section 3 of the Certificate of Designations.

During September 2022, the Company entered into a Securities Purchase Agreement with five accredited investors. Pursuant to the Securities Purchase Agreements, the company sold 17,558 Shares of its Series A Preferred at $45.00 per preferred share and received gross proceeds of $790,000.

During September 2022, the Company issued 95,596 shares of its Series A Preferred upon conversion of the Senior Secured Promissory Notes and the associated accrued interest payable of $157,733. The balance of the Senior Secured Promissory Notes payable at September 30, 2022 and December 31, 2021 was $0 and $215,000, respectively.

Common Stock

The Company is authorized to issue 250,000,000 million shares of common stock, par value $0.001 per share. As September 30, 2022 and December 31, 2021, the Company had 7,106,333 and 6,037,836 shares issued and outstanding, respectively.

In August 2022, the Company sold 11,000 shares of common stock at $3.00 per share to accredited investors within the meaning of the federal securities laws in transactions exempt from registration under the Securities Act of 1933, as amended.

During September 2022, the Company issued 777,663 shares of its common stock upon conversion of the Senior Secured Promissory Notes and the associated accrued interest payable of $85,543. The balance of the Senior Secured Promissory Notes payable at September 30, 2022 and December 31, 2021 was $0 and $215,000, respectively.

During the nine months ended September 30, 2022, the Company sold 82,333 shares of common stock at $1.50 per share and 193,501 shares of common stock at $2.00 per share to accredited investors within the meaning of the federal securities laws in transactions exempt from registration under the Securities Act of 1933, as amended. The Company issued 2,000 shares of common stock to an outside consultant for services and recognized an expense of $18,380.

During the three nine ended September 30, 2021, the Company issued 30,000 shares of common stock to its legal counsel at par value per share of $0.001, pursuant to an engagement letter entered into in December 2020, and sold 724,500 shares of common stock at $1.00 per share to accredited investors within the meaning of the federal securities laws in transactions exempt from registration under the Securities Act of 1933, as amended. The Company received proceeds from the sales of $724,500.

Note 6 – Contingencies

COVID-19

The Company is subject to risks and uncertainties as a result of the COVID-19 pandemic. The severity of the impact of the COVID-19 pandemic on the Company's business will depend on a number of factors, including, but not limited to, the duration and severity of the pandemic and the extent and severity of the impact on the Company's customers, service providers and suppliers, all of which are uncertain and cannot be predicted. As of the date of issuance of Company's financial statements, the extent to which the COVID-19 pandemic may in the future materially impact the Company's financial condition, liquidity or results of operations is uncertain.

Russia-Ukraine conflict

The Russian-Ukraine conflict is a global concern. The Company does not have any direct exposure to Russia or Ukraine through its operations, employee base, investments or sanctions. However, if the conflict escalates, it is unknown whether its direct or indirect effects may impact our business.

Note 7 – Subsequent Events

On October 1, 2022, the Company entered into an employment agreement with Robert Steele for his services as Chief Executive Officer. Under the terms of the employment agreement, Mr. Steele receives a salary of $5,000 per month.

From October 1 to November 7, 2022, the Company issued 3,335 shares of Series A Preferred stock for cash proceeds of $150,000.

On October 31, 2022, a majority of the shareholders of the Company adopted a resolution to increase the Company's authorized capital from 100,000,000 to 275,000,000 of which consist of 250,000,000 shares of Common Stock and 25,000,000 shares of Preferred Stock.

On October 31, 2022, the Board and a majority of the shareholders adopted resolutions to grant discretionary authority to the Board to amend the Articles of Incorporation to

effect one or more consolidations of the issued and outstanding shares of Common Stock, pursuant to which the shares of Common Stock would be combined and reclassified into one share of Common Stock at a ratio within the range from 1-for-2 up to 1-for-10 (each, a "Reverse Stock Split"), provided that, the Company shall not effect Reverse Stock Splits that, in the aggregate, exceed 1-for-10.

On October 31, 2022, the Board and a majority of the shareholders adopted resolutions to grant discretionary authority to the Board to amend the Articles of Incorporation to effect one or more forward splits of the issued and outstanding shares of Common Stock, pursuant to which the shares of Common Stock would be increased at a ratio within the range from 2-for-1 up to 10-for-1 (each, a "Forward Stock Split"), provided that, the Company shall not effect Forward Stock Splits that, in the aggregate, exceed 10-for-1.

On November 4, 2022, the Company filed a Certificate of Amendment with the Secretary of State of the State of Nevada to authorize 275,000,000 shares of the Company, of which consist of 250,000,000 shares of Common Stock and 25,000,000 shares of Preferred Stock.

THUMZUP MEDIA CORPORATION

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2021 and 2020

THUMZUP MEDIA CORPORATION
Index to Consolidated Financial Statement
December 31, 2021 and 2020

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and
Stockholders of Thumzup Media Corporation

Opinion on the Financial Statements

We have audited the accompanying balance sheets of Thumzup Media Corporation (the Company) as of December 31, 2021 and 2020, and the related statements of operations, shareholders' deficit, and cash flows for the year ended December 31, 2021 and for the period October 27, 2020 (date of inception) to December 31, 2020, and the related notes (collectively referred to as the financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the year ended December 31, 2021 and for the period October 27, 2020 (date of inception) to December 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

Consideration of the Company's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As more fully described in Note 3 to the financial statements, the Company has yet to generate significant revenue, has incurred net losses and has an accumulated deficit. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management's plans regarding these matters are also described in Note 3 to the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Haynie & Company

Haynie & Company
Salt Lake City, Utah
March 17, 2022

Thumzup™ Media Corporation
Balance Sheets
As of December 31,

	2021	2020
ASSETS		
Current assets		
Cash and cash equivalents	$ 424,445	$ 101,317
Restricted cash	—	100,000
Prepaid expenses and other current assets	—	10,000
Total current assets	424,445	211,317
Property and equipment, net	4,713	—
TOTAL ASSETS	$ 429,158	$ 211,317
LIABILITIES & STOCKHOLDERS' EQUITY (DEFICIT)		
Accrued liabilities	$ 34,313	$ 2,004
Senior Secured Convertible Promissory Notes	215,000	215,000
Total current liabilities	249,313	217,004
Total liabilities	249,313	217,004
Stockholders' equity (deficit)		
Common stock, $0.001 par value, 100,000,000 shares authorized; 6,037,836 and 5,000,000 shares issued and outstanding at December 31, 2021 and 2020, respectively	6,038	5,000
Additional paid-in capital	1,036,749	(5,000)
Accumulated deficit	(862,942)	(5,687)
Total stockholders' equity (deficit)	179,845	(5,687)
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY (DEFICIT)	$ 429,158	$ 211,317

The accompanying notes are an integral part of these financial statements and should be read in conjunction with these financial statements.

Thumzup™ Media Corporation
Statements of Operation

	For the Year Ending December 31, 2021	For the Period From October 27, 2020 (date of inception) to December 31, 2020
Total revenue	$ 2,446	$ —
Operating expenses:		
Sales and marketing	21,257	—
Research and development	716,524	2,732
General and administrative	102,698	1,051
Depreciation expense	1,736	—
Total operating expenses	842,215	3,783
(Loss) income from operations	(839,769)	(3,783)
Other income (expenses)		
Interest (expense)	(17,486)	(1,904)
Total other income (expenses)	(17,486)	(1,904)
Net income (loss) before income taxes	(857,255)	(5,687)
Provision for income taxes	—	—
Net (loss)	$ (857,255)	$ (5,687)
Earnings per common share - Basic and diluted	$ (0.16)	$ (0.00)
Weighted average common shares outstanding -Basic and diluted	5,420,833	4,990,530

The accompanying notes are an integral part of these financial statements and should be read in conjunction with these financial statements.

Thumzup™ Media Corporation
Statement of Shareholders' (Deficit) Equity
December 31, 2021

	Common Stock		Additional Paid-in	Accumulated	Total Retained Earnings/
	Shares	Amount	Capital	Deficit	(Deficit)
Balance at October 27, 2020 (date of inception)	—	$ —	$ —	$ —	$ —
					—
Issuance of Founders' common stock	5,000,000	5,000	(5,000)	—	—
Net Loss	—	—	—	(5,687)	(5,687)
Balance at December 31, 2020	5,000,000	$ 5,000	$ (5,000)	$ (5,687)	$ (5,687)
Common stock issued for advisory	30,000	30	(30)	—	—
Common Stock issued for investment	1,007,836	1,008	1,148,492	—	1,149,500
Offering costs	—	—	(106,713)	—	(106,713)
Net Loss	—	—	—	(857,255)	(857,255)
Balance at December 31, 2021	6,037,836	$ 6,038	$ 1,036,749	$ (862,942)	$ 179,845

The accompanying notes are an integral part of these financial statements and should be read in conjunction with these financial statements.

Thumzup™ Media Corporation
Statement of Cash Flows

	For The Year Ending December 31, 2021	For The Period from October 27, 2020 (date of inception) to December 31, 2020
Cash flows from operating activities		
Net loss	$ (857,255)	$ (5,687)
Depreciation expense	1,736	—
Adjustments to reconcile net loss to net cash used in operating activities:		
Prepaid expenses	10,000	(10,000)
Other assets	—	—
Accounts payable and accrued expenses	32,308	2,004
Net cash used in operating activities	(813,211)	(13,683)
Cash flows from investing activities	—	—
Purchase of property and equipment	(6,449)	—
Net cash used in investing activities	(6,449)	—
Cash flows from financing activities		
Proceeds from sale of common stock, net	1,042,788	—
Proceed from issuance of convertible notes payable	—	215,000
Net cash provided by financing activities	1,042,788	215,000
Net (decrease) increase in cash	223,128	201,317
Cash and restricted cash at the beginning of the year	201,317	—
Cash and restricted cash at the end of the year	$ 424,445	$ 201,317
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ —	$ —
Cash paid for income taxes	$ —	$ —

The accompanying notes are an integral part of these financial statements and should be read in conjunction with these financial statements.

Thumzup™ Media Corporation
Notes to Financial Statements
December 31, 2021

Note 1 - Business Organization and Nature of Operations

Thumzup™ Media Corporation ("Thumzup™" or "Company") was incorporated October 27, 2020, under the laws of the State of Nevada, and its headquarters is located in Carson City, Nevada. The Company is software company dedicated to building an influencer community around its mobile app ("App"). The App will generate scalable word-of-mouth product posts and recommendations for advertiser on social media and is designed to connect advertisers with individuals who are willing to promote their products online. The Company recognized its first revenues in December 2021.

The Thumzup™ App enables users to select a brand they want to post about on social media. Once the Thumzup™ user selects the brand and takes a photo (using the App), the App will post the photo and a caption to the user's social media accounts. For the advertiser, the Thumzup™ system enables brands to get real people to promote their products to their friends, rather than displaying banner ads that people are tuning out.

The Company is an "emerging growth company" as that term is used in the Jumpstart our Business Startups Act of 2012, and as such, has elected to comply with certain

reduced public company reporting requirements.

Note 2 – Summary of Significant Accounting Policies

Basis of Presentation -

The accompanying financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and in accordance with the rules and regulations of the United States Securities and Exchange Commission (the "SEC") with respect to Form 10-K.

Use of Estimates

The Company prepares its financial statements in accordance with accounting principles generally accepted in the United States of America, which requires management to use its judgment to make estimates and assumptions that affect the reported amounts of assets and liabilities and related disclosures at the date of the financial statements and the reported amounts of expenses during the reported period. These assumptions and estimates could have a material effect on the financial statements. Actual results may differ materially from those estimates. The Company's management periodically reviews estimates on an ongoing basis based on information currently available, and changes in facts and circumstances may cause the Company to revise these estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all cash on hand, demand deposits and short-term investments with original maturities of three months or less when purchased. The Company's restricted cash consists of cash the Company is contractually obligated to maintain in accordance with the terms of its November 19, 2020 Note Purchase and Security Agreement (See note 4). The Company initially deposited $100,000 of the financing proceeds into an escrow with an attorney selected by the note Holders (See Note 4) to be used solely for costs associated with registering the Company's shares issuable upon conversion of the notes. After legal and escrow costs, the balance may be used by the Company for general corporate purposes.

As of December 31, 2021 and 2020, the Company's cash and cash equivalents consisted of $424,445 and $101,317, respectively, and $0 and $100,000, respectively, in restricted cash.

Prepaid Expenses

The Company's prepaid expenses consists primarily of fees paid to legal counsel and accountants to assist in the registration of the Company's common stock with the United States Securities Commission ("SEC"). As of December 31, 2021, the prepaid expenses were charged to respective expense accounts upon completion of the registration of the Company's common stock with the SEC and had a $0 balance.

Property and Equipment

Property and equipment, which consists of computer equipment is recorded at cost and depreciated using the straight-line method over the estimated useful lives. Ordinary repair and maintenance costs are included in general and administrative expenses on our statement of operations. However, expenditures for additions or improvements that significantly extend the useful life of the asset are capitalized in the period incurred. At the time assets are sold or disposed of, the cost and accumulated depreciation are removed from their respective accounts and the related gains or losses are reflected in the statements of operations in gains from sales of property and equipment, net.

The estimated useful life for computer equipment is three years. We periodically evaluate the appropriateness of remaining depreciable lives assigned to computer equipment. Depreciation expense for the year ended December 31, 2021 was $1,736.

Research and Development Costs

Research and development expenses primarily consist of outside contractor costs related to engineering, design and development of a working prototype Thumzup™ App. Generally accepted accounting principles define research costs as a planned search or investigation to discover new knowledge with the hope that the results will eventually be useful in creating new products or services or significant improvements in existing products or services. Capitalization of research and development costs for software begins upon the establishment of technological feasibility, which is generally the completion of a working prototype that has been certified as having no critical bugs and is a release candidate. For the years ended December 31, 2021 and 2020, research and development costs for software were expensed when incurred as they related to the initial product development stage for our Thumzup™ App.

Income Taxes

The Company utilizes the asset and liability approach to measure deferred tax assets and liabilities based on temporary differences existing at each balance sheet date using currently enacted tax rates in accordance with ASC 740. ASC 740 considers the differences between financial statement treatment and tax treatment of certain transactions. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of a change in tax rate is recognized as income or expense in the period that includes the enactment date of that rate.

The Company has no tax positions as of December 31, 2021 and 2020 for which the ultimate deductibility is highly certain but for which there is uncertainty about the timing of such deductibility.

The Company recognizes any interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. For the years ending December 31, 2021 and 2020, the Company recognized no interest and penalties.

Note 3 – Going Concern

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplate continuation of the Company as a going concern. However, the Company was only recently formed, has not yet established profitable operations and has incurred losses since inception. These factors raise substantial doubt about the ability of the Company to continue as a going concern. In this regard, management is proposing to raise additional funds not provided by operations through loans or through sales of its common stock. There is no assurance that the Company will be successful in raising this additional capital or in achieving profitable operations. The accompanying financial statements do not include any adjustments that might result from the outcome of these uncertainties.

The Company recognized its first revenues in December 2021. It relies on short-term debt and equity funding for its operations. At December 31, 2021 and 2020, the Company

had a cash balance of $424,445 and $201,317, and the Company used $813,211and $13,683 to fund operating activities for the years ending December 31, 2021 and 2020, respectively. The Company raised approximately $1,042,788 in capital contributions (net of offering costs of $106,713) during 2021 and may need to raise additional funding and manage expenses in order to continue as a going concern.

Note 4 - Senior Secured Convertible Promissory Notes

On November 19, 2020, the Company issued $215,000 in Senior Secured Convertible Promissory Notes ("Senior Notes"). The Senior Notes originally matured on November 21, 2021 and accrue interest at eight (8%) per annum. Accrued interest maybe paid quarterly or converted in to shares of common stock. The note holders issued an extension of the due date on these notes to November 19, 2022.

The Company's borrowings are subject to a Note Purchase and Security Agreement ("Agreement") which, among other things, contains certain covenants. In accordance with the Agreement, the Company secures the Senior Notes with all of the Company's intellectual property now or hereafter owned or created by or on behalf of the Company's founding shareholders to operate the Company's business. The Company's founding shareholders stock ("Founders' Stock") is pledged as additional collateral to secure the terms and covenants of the Agreement and the other Financing Agreements. The Founders' Stock is held in escrow with legal counsel selected by the Senior Note holders ("Holders").

The founding shareholders ("Founders") have agreed to take no salaries, consulting fees, loans or payment of any kind from the Company until after full satisfaction of each of the following conditions: (1) registration of the shares underlying the Senior Notes with the SEC" on Form S-1; (2) obtaining a trading symbol from FINRA or its successor; (3) listing of the Company's shares of common stock ("Common Stock") for trading on OTCQB or a national securities exchange such as Nasdaq; (4) completing an equity raise of at least $3 million at a pre-money valuation for the Company of at least $10 million; and (5) timely having made all periodic and other filings required of a "reporting" company with the SEC for a period of not less than 12 months.

The Company may prepay all or any portion of the Senior Notes, after providing 30 days prior written notice, at the Company's option, pro rata to each Holder, by paying one hundred thirty percent (130%) of (1) the then outstanding principal amount plus (2) accrued and unpaid interest on that principal amount. If pre-payment is offered, the Holders may elect to convert into shares of Common Stock instead of accepting pre-payment. In the event the Company repays the Senior Notes, a Holder, shall have a right, for a period of 12 months from such repayment date, to acquire up to that number of shares of Common Stock of the Company that results from dividing the principal amount of prepaid Note by $0.11 per share, which will be adjusted for any stock splits and recapitalizations.

At any time while the Senior Notes are outstanding, and at the sole option of a Holder, the Senior Notes may be converted into shares of the Common Stock, at $0.001 par value per share of the Company, or any shares of capital stock or other securities of the Company into which such Common Stock shall hereafter be changed or reclassified.

A Holder is not entitled to convert any portion of the Senior Note in excess of that portion of the Senior Note upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by the Holder and its affiliates and (2) the number of conversion shares issuable upon the conversion would result in beneficial ownership by a Holder and its affiliates of more than 4.50% of the then outstanding shares of Common Stock.

The per share conversion price into which principal and interest outstanding will be convertible into shares of Common Stock hereunder shall be equal to $0.11 cents per share. The Agreement contains a protection feature (commonly referred to as a "Down Round"); whereupon any issuance by the Company of Common Stock, or a security that is convertible into Common Stock, at a price lower than a net receipt to the Company of $0.11 per share, then the conversion price will be adjusted to equal the lower price per share. The Company has accounted for the Down Round as a contingent beneficial feature and will record a benefit to a Holder, if and, when a conversion price adjustment occurs.

Note 5 – Shareholders' Equity

The Company is authorized to issue 100 million shares of common stock with a par value of $0.001 per share. As December 31, 2021 and 2020, the Company had 6,037,836 and 5,000,000 shares issued and outstanding, respectively. The shares were issued as follows: 3,500,000 shares to Robert Steele (Founder and CEO) and 1,500,000 shares to Daniel Lupinelli (Founder). The Founders' common stock is pledged as collateral on the Senior Secured Convertible Promissory Notes (See Note 4). The Founders have agreed to take no salaries, consulting fees, loans or payment of any kind from the Company until after full satisfaction of each of the following conditions: (i) registration of the shares underlying the senior secured convertible promissory notes with the United States Securities Commission ("SEC") on Form S-1; (ii) obtaining a trading symbol from FINRA or its successor,; (iii) listing of the Company's shares of common stock for trading on OTCQB or a national securities exchange such as Nasdaq; (iv) completing an equity raise of at least $3 million at a pre-money valuation for the Company of at least $10 million; and (v) timely having made all periodic and other filings required of a "reporting" company with the SEC for a period of not less than 12 months.

The Company issued 30,000 shares of common stock to its legal counsel in January 2021, at par value per share of $0.001, pursuant to an engagement letter entered into in December 2020. During the year ended December 31, 2021, the Company sold 724,500 shares of common stock at $1.00 per share (par value $0.001 per share) and 283,336 shares of common stock at $1.50 per share (par value $0.001) to accredited investors within the meaning of the federal securities laws in transactions exempt from registration under the Securities Act of 1933, as amended.

Note 6 – Income Taxes

As of December 31, 2021, the Company has net operating loss carryforwards ("NOL") of approximately $181,000, which is available to reduce future taxable income, for federal and state income taxes, respectively. The NOL is scheduled to expire in 2036.

The Company has an accumulated deficit of approximately $863,000 at the current federal tax rate of 21% results in the current NOL of $181,000 at December 31, 2021. The Company has no income tax effect due to the recognition of a full valuation allowance on the expected tax benefits of future loss carry forwards based on uncertainty surrounding realization of such assets.

The tax effect of the carry forwards that give rise to deferred tax assets at December 31, 2021 consists of the following:

Deferred tax benefit:	
Net operating loss	$ 863,000
Total deferred income tax assets	863,000
Deferred income tax liabilities	—
Net deferred income tax benefits	863,000
Valuation allowance	(863,000)
Deferred tax asset, net of allowance	$ —

Note 7 – Subsequent Events

The effects of the Covid-19 pandemic on the Company's development and operations cannot be estimated. The Company continues the development of its products and

services.

The Company received $123,500 from the sale of 72,335 shares of common stock to accredited investors within the meaning of the federal securities laws in transactions exempt from registration under the Securities Act of 1933, as amended, subsequent to December 31, 2021.

The Company has evaluated subsequent events from the balance sheet date through the date which the financial statements were available to be issued and determined there are no other events to disclose.

INDEX TO EXHIBITS

Exhibit No.	Exhibit Description
3.1	Articles of Incorporation; Incorporated by reference from the Company's Form S-1 filed June 23, 2021
3.2	Certificate of Amendment to the Articles of Incorporation filed November 4, 2022
3.3	Amended and Restated Bylaws
3.4	Form of Amended and Restated Certificate of Designation of Rights, Powers, Preferences, Privileges and Restrictions of Series A Preferred Convertible Voting Stock (Incorporated by Reference from Exhibit 3.1 of the Current Report on Form 8-K filed on September 27, 2022)
10.1	Form of Stock Purchase Agreement (Incorporated by Reference from Exhibit 10.1 of the Annual Report on Form 10-K filed on March 17, 2022)
10.2	Form of Common Stock Financing Term Sheet (Incorporated by Reference from Exhibit 10.2 of the Annual Report on Form 10-K filed on March 17, 2022)
10.3	Form of Registration Rights Agreement (Incorporated by Reference from Exhibit 10.3 of the Annual Report on Form 10-K filed on March 17, 2022)
10.4	Form of Securities Purchase Agreement (Incorporated by Reference from Exhibit 10.1 of the Current Report on Form 8-K filed on September 27, 2022)
10.5	Form of Escrow Agreement
10.6	Employment Agreement by and between the Company and Robert Steele dated October 18, 2022
11.1	Consent of Haynie & Company
12.1	Legal Opinion*

* To be filed by amendment.
** Agreement with management or compensatory plan or arrangement

SIGNATURES

Pursuant to the requirements of Regulation A, the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A and has duly caused this Offering Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Los Angeles, California, on November 17, 2022.

Thumzup Media Corporation

By: */s/ Robert Steele*
Robert Steele, Chief Executive Officer

This Offering Statement has been signed by the following persons in the capacities and on the dates indicated.

By: */s/ Robert Steele*
Robert Steele
Chief Executive Officer (Principal Executive Officer), Chief Financial Officer
(Principal Accounting Officer), Director

Date: November 17, 2022

By: */s/ Robert Haag*
Robert Haag
Director

Date: November 17, 2022

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Profit Corporation:

Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390)
Certificate to Accompany Restated Articles or Amended and Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:

Name of entity as on file with the Nevada Secretary of State:

THUMZUP MEDIA CORPORATION

Entity or Nevada Business Identification Number (NVID): NV20201927817

2. Restated or Amended and Restated Articles:
(Select one)

(If amending and restating only, complete section 1,2 3, 5 and 6)

☐ Certificate to Accompany Restated Articles or Amended and Restated Articles

☐ Restated Articles - No amendments; articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of directors adopted on: _____
The certificate correctly sets forth the text of the articles or certificate as amended to the date of the certificate.

☐ Amended and Restated Articles

* Restated or Amended and Restated Articles must be included with this filing type.

3. Type of Amendment Filing Being Completed:
(Select only one box)

(If amending, complete section 1, 3, 5 and 6.)

☐ Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.380 - Before Issuance of Stock)

The undersigned declare that they constitute at least two-thirds of the following:

(Check only one box) ☐ incorporators ☐ board of directors

The undersigned affirmatively declare that to the date of this certificate, no stock of the corporation has been issued

☒ Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 55.45%

☐ Officer's Statement (foreign qualified entities only) -

Name in home state, if using a modified name in Nevada: _____

Jurisdiction of formation: _____

Changes to takes the following effect:

☐ The entity name has been amended. ☐ Dissolution
☐ The purpose of the entity has been amended. ☐ Merger
☐ The authorized shares have been amended. ☐ Conversion
☐ Other: (specify changes)

* Officer's Statement must be submitted with either a certified copy of or a certificate evidencing the filing of any document, amendatory or otherwise, relating to the original articles in the place of the corporations creation.

This form must be accompanied by appropriate fees.

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Profit Corporation:
Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390)
Certificate to Accompany Restated Articles or Amended and Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

4. Effective Date and Time: (Optional)

Date: _____ Time: _____

(must not be later than 90 days after the certificate is filed)

5. Information Being Changed: (Domestic corporations only)

Changes to takes the following effect:

- ☐ The entity name has been amended.
- ☐ The registered agent has been changed. (attach Certificate of Acceptance from new registered agent)
- ☐ The purpose of the entity has been amended.
- ☒ The authorized shares have been amended.
- ☐ The directors, managers or general partners have been amended.
- ☐ IRS tax language has been added.
- ☐ Articles have been added.
- ☐ Articles have been deleted.
- ☐ Other.

The articles have been amended as follows: (provide article numbers, if available)

See below.

(attach additional page(s) if necessary)

6. Signature: (Required)

X _____ Chief Executive Officer
Signature of Officer or Authorized Signer — Title

X _____
Signature of Officer or Authorized Signer — Title

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

Please include any required or optional information in space below:
(attach additional page(s) if necessary)

The authorized shares of the corporation have been increased from100,000,000 to 275,000,000. As a result, the number of shares of common stock of the corporation have been increased from 90,000,000 to 250,000,000 and the number of shares of blank-check preferred stock of the corporation have been increased from 10,000,000 to 25,000,000.

This form must be accompanied by appropriate fees.

Exhibit 3.3

BYLAWS OF
THUMZUP MEDIA CORPORATION,
a Nevada corporation

ARTICLE 1. SHAREHOLDERS

1.1. *Annual Meeting*. The annual meeting of the shareholders of this Corporation shall be held at the time and place designated by the Board of Directors of the Corporation, for the purpose of electing directors of the corporation to serve during the ensuing year and for the transaction of such other business as may properly come before the meeting.

1.2. *Special Meetings*.

(a) Special meetings of the shareholders may be called by the chairman, the president or the Board of Directors and shall be called by the chairman, the president or the Board of Directors at the written request of the holders of not less than fifty-one percent (51%) of the voting power of any class of the corporation's stock entitled to vote on the matter or matters to be acted upon at such meeting.

(b) No business shall be acted upon at a special meeting except as set forth in the notice calling the meeting, unless one of the conditions for the holding of a meeting without notice set forth in Section 1.5 of these Bylaws shall be satisfied, in which case any business may be transacted and the meeting shall be valid for all purposes.

1.3. *Place of Meetings*. Any meeting of the shareholders of the corporation may be held at its registered office in the State of Nevada or at such other place in or out of the United States as the Board of Directors may designate. A waiver of notice signed by shareholders entitled to vote may designate any place for the holding of such meeting.

1.4. *Notice of Meetings.*

(a) The president, a vice president, the secretary, an assistant secretary or any other individual designated by the Board of Directors shall sign and deliver written notice of any meeting at least ten (10) days, but not more than sixty (60) days, before the date of such meeting. The notice shall state the place, date and time of the meeting and the purpose or purposes for which the meeting is called.

(b) In the case of an annual meeting, any proper business may be presented for action, except that action on any of the following items shall be taken only if the general nature of the proposal is stated in the notice:

(1) Action with respect to any contract or transaction between the corporation and one or more of its directors or officers or between the corporation and any corporation, firm or association in which one or more of the corporation's directors or officers is a director or officer or is financially interested;

(2) Adoption of amendments to the Articles of Incorporation; or

(3) Action with respect to a merger, share exchange, reorganization, partial or complete liquidation or dissolution of the corporation.

(c) A copy of the notice shall be personally delivered or mailed postage prepaid to each shareholder of record entitled to vote at the meeting at the address appearing on the records of the corporation, and the notice shall be deemed delivered two (2) business days after the date the same is deposited in the United States mail, postage prepaid for transmission to such shareholder. If the address of any shareholder does not appear upon the records of the corporation, it will be sufficient to address any notice to such shareholder at the registered office of the corporation.

(d) The written certificate of the individual signing a notice of meeting, setting forth the substance of the notice or having a copy thereof attached, the date the notice was mailed or personally delivered to the shareholders and the addresses to which the notice was mailed, shall be prima facie evidence of the manner and fact of giving such notice.

(e) Any shareholder may waive notice of any meeting by a signed writing, either before or after the meeting.

1.5. *Meeting Without Notice*.

(a) Whenever all persons entitled to vote at any meeting consent, either by:

(1) A writing on the records of the meeting or filed with the secretary;

(2) Presence at such meeting and oral consent entered on the minutes;

or

(3) Taking part in the deliberations at such meeting without objection; the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed.

(b) At such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time.

(c) If any meeting be irregular for want of notice or for such consent, provided a quorum was present at such meeting, the proceedings of the meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting.

(d) Such consent or approval may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

1.6. *Determination of Shareholders of Record.*

(a) For the purpose of determining the shareholders entitled to notice of and to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any distribution or the allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action.

(b) If no record date is fixed, the record date for determining shareholders:

(i) entitled to notice of and to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (ii) entitled to express consent to corporate action in writing without a meeting shall be the day on which the first written consent is expressed; and (iii) for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for the adjourned meeting.

1.7. *Quorum; Adjourned Meetings*.

(a) At the shareholders' meetings, the holders of at least 33.3% of the entire issued and outstanding voting stock of the corporation, represented in person or by proxy, shall constitute a quorum for all purposes of such meetings. If, on any issue, voting by classes is required by the laws of the State of Nevada, the Articles of Incorporation or these Bylaws, at least 33.3% of the voting power within each such class is necessary to constitute a quorum of each such class.

(b) If a quorum is not represented, a majority of the voting power so represented may adjourn the meeting from time to time until holders of the voting power required to constitute a quorum shall be represented. At any such adjourned meeting at which a quorum shall be represented, any business may be transacted which might have been transacted as originally called. When a shareholders' meeting is adjourned to another time or place hereunder, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. The shareholders present at a duly convened meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum of the voting power.

1.8. *Voting*.

(a) Unless otherwise provided in the Articles of Incorporation or in the resolution providing for the issuance of the stock adopted by the Board of Directors pursuant to authority expressly vested in it by the provisions of the Articles of Incorporation, each shareholder of record, or such shareholder's duly authorized proxy or attorney-in-fact, shall be entitled to one (1) vote for each share of voting stock standing registered in such shareholder's name on the record date.

(b) Except as otherwise provided herein, all votes with respect to shares standing in the name of an individual on the record date (including pledged shares) shall be cast only by that individual or such individual's duly authorized proxy, attorney-in-fact, or voting trustee(s) pursuant to a voting trust. With respect to shares held by a representative of the estate of a deceased shareholder, guardian, conservator, custodian or trustee, votes may be cast by such holder upon proof of capacity, even though the shares do not stand in the name of such holder. In the case of shares under the control of a receiver, the receiver may cast votes carried by such shares even though the shares do not stand in the name of the receiver; *provided, however*, that the order of the court of competent jurisdiction which appoints the receiver contains the authority to cast votes carried by such shares. If shares stand in the name of a minor, votes may be cast only by the duly appointed guardian of the state of such minor if such guardian has provided the corporation with written proof of such appointment.

(c) With respect to shares standing in the name of another corporation, partnership, limited liability company or other legal entity on the record date, votes may be cast:

(i) in the case of a corporation, by such individual as the bylaws of such other corporation prescribe, by such individual as may be appointed by resolution of the board of directors of such other corporation or by such individual (including the officer making the authorization) authorized in writing to do so by the chairman of the board of directors, president or any vice- president of such corporation and (ii) in the case of a partnership, limited liability company or other legal entity, by an individual representing such shareholder upon presentation to the corporation of satisfactory evidence of his authority to do so.

(d) Notwithstanding anything to the contrary herein contained, no votes may be cast for shares owned by this corporation or its subsidiaries, if any. If shares are held by this corporation or its subsidiaries, if any, in a fiduciary capacity, no votes shall be cast with respect thereto on any matter except to the extent that the beneficial owner thereof possesses and exercises either a right to vote or to give the corporation holding the same binding instruction on how to vote.

(e) Any holder of shares entitled to vote on any matter may cast a portion of the votes in favor of such matter and refrain from casting the remaining votes or cast the same against the proposal, except in the case of elections of directors. If such holder entitled to vote fails to specify the number of affirmative votes, it will be conclusively presumed that the holder is casting affirmative votes with respect to all shares held.

(f) With respect to shares standing in the name of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, husband and wife as community property, tenants by the entirety, voting trustees, persons entitled to vote under a shareholder voting agreement or otherwise and shares held by two or more persons (including proxy holders) having the same fiduciary relationship in respect to the same shares, votes may be cast in the following manner:

(1) If only one person votes, the vote of such person binds all.

voting binds all.

(2) If more than one person casts votes, the act of the majority so

(3) If more than one person casts votes, but the vote is evenly split on a particular matter, the votes shall be deemed cast proportionately, as split.

(g) If a quorum is present, unless the Articles of Incorporation provide for a different proportion, the affirmative vote of holders of at least a majority of the voting power represented at the meeting and entitled to vote on any matter shall be the act of the shareholders, unless voting by classes is required for any action of the shareholders by the laws of the State of Nevada, the Articles of Incorporation or these Bylaws, in which case the affirmative vote of holders of at least a majority of the voting power of each such class shall be required.

1.9. *Proxies*. At any meeting of shareholders, any holder of shares entitled to vote may designate, in a manner permitted by the laws of the State of Nevada, another person or persons to act as a proxy or proxies. No proxy is valid after the expiration of six (6) months from the date of its creation, unless it is coupled with an interest or unless otherwise specified in the proxy. In no event shall the term of a proxy exceed seven (7) years from the date of its creation. Every proxy shall continue in full force and effect until its expiration or revocation in a manner permitted by the laws of the State of Nevada.

1.10. *Order of Business.* At the annual shareholder's meeting, the regular order of business shall be as follows:

or by proxy;

(a) Determination of shareholders present and existence of quorum, in person

(b) Reading and approval of the minutes of the previous meeting or meetings;

(c) Reports of the Board of Directors, and, if any, the president, treasurer and secretary of the corporation;

(d) Reports of committees;

(e) Election of directors;

(f) Unfinished business;

(g) New business;

(h) Adjournment.

1.11. *Absentees' Consent to Meetings.* Transactions of any meeting of the shareholders are as valid as though had at a meeting duly held after regular call and notice if a quorum is represented, either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not represented in person or by proxy (and those who, although present, either object at the beginning of the meeting to the transaction of any business because the meeting has not been lawfully called or convened or expressly object at the meeting to the consideration of matters not included in the notice which are legally required to be included therein), signs a written waiver of notice and/or consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made a part of the minutes of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters not properly included in the notice if such objection is expressly made at the time any such matters are presented at the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of shareholders need be specified in any written waiver of notice or consent, except as otherwise provided in Section 1.4(a) and (b) of these Bylaws.

1.12. *Telephonic Meetings*. Stockholders may participate in a meeting of the stockholders by means of a telephonic conference or similar method of communication by which all individuals participating in the meeting can hear each other. Participation in a meeting pursuant to this section 1.12 constitutes presence in person at the meeting.

1.13. *Action Without Meeting*. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a written consent thereto is signed by holders of the voting power of the corporation that would be required at a meeting to constitute the act of the shareholders. Whenever action is taken by written consent, a meeting of shareholders need not be called or notice given. The written consent may be signed in counterparts.

ARTICLE 2. DIRECTORS

2.1. *Number, Tenure and Qualifications*. Unless a larger number is required by the laws of the State of Nevada or the Articles of Incorporation or until changed in the manner provided herein, the Board of Directors of the corporation shall consist of at least one (1) but not more than five (5) who shall be elected at the annual meeting of the shareholders of the corporation and who shall hold office for one (1) year or until his or her successor or successors are elected and qualify. A director need not be a shareholder of the corporation.

2.2. *Change in Number.* Subject to any limitations in the laws of the State of Nevada, the Articles of Incorporation or these Bylaws, the number of directors may be changed from time to time by resolution adopted by the Board of Directors or the shareholders.

2.3. *Reduction in Number*. No reduction of the number of directors shall have the effect of removing any director prior to the expiration of his term of office.

2.4. *Resignation*. Any director may resign effective upon giving written notice to the chairman of the Board of Directors, the president, the secretary or in the absence of all of them, any other officer, unless the notice specifies a later time for effectiveness of such resignation. A majority of the remaining directors, though less than a quorum, may appoint a successor to take office when the resignation becomes effective, each director so appointed to hold office during the remainder of the term of office of the resigning director.

2.5. *Removal.*

(a) The Board of Directors of the corporation, by majority vote, may declare vacant the office of a director who has been declared incompetent by an order of a court of competent jurisdiction or convicted of a felony.

(b) Any director may be removed from office by the vote or written consent of shareholders representing not less than two-thirds (2/3) of the voting power of the issued and outstanding stock entitled to vote, except that if the corporation's Articles of Incorporation provide for the election of directors by cumulative voting, no director may be removed from office except upon the vote of shareholders owning sufficient shares to have prevented such director's election to office in the first instance.

2.6. *Vacancies.*

(a) All vacancies, including those caused by an increase in the number of directors, may be filled by a majority of the remaining directors, though less than a quorum, unless it is otherwise provided in the Articles of Incorporation or unless in the case of removal of a director, the shareholders by a majority of voting power shall have appointed a successor to the removed director. Subject to the provisions of Section 2.6(b) of these Bylaws, (i) in the case of the replacement of a director, the appointed director shall hold office during the remainder of the term of office of the replaced director, and (ii) in the case of an increase in the number of directors, the appointed director shall hold office until the next meeting of shareholders at which directors are elected.

(b) If, after the filling of any vacancy by the directors, the directors then in office who have been elected by the shareholders shall constitute less than a majority of the directors then in office, any holder or holders of an aggregate of five percent (5%) or more of the total voting power entitled to vote may call a special meeting of the shareholders to elect the entire Board of Directors. The term of office of any director shall terminate upon such election of a successor.

2.7. *Annual and Regular Meetings*. Immediately following the adjournment of, and at the same place as, the annual or any special meeting of the shareholders at which directors are elected other than pursuant to Section 2.6 of these Bylaws, the Board of Directors, including directors newly elected, shall hold its annual meeting without notice, other than this provision, to elect officers and to transact such further business as may be necessary or appropriate. The Board of Directors may provide by resolution the place, date and hour for holding regular meetings between annual meetings.

2.8. *Special Meetings*. Special meetings of the Board of Directors may be called by the chairman, or if there be no chairman, by the president or secretary and shall be called by the chairman, the president or the secretary upon the request of one (1) director. If the chairman, or if there be no chairman, both the president and secretary, refuses or neglects to call such special meeting, a special meeting may be called by notice signed by one (1) director.

2.9. *Place of Meetings*. Any regular or special meeting of the directors of the corporation may be held at such place as the Board of Directors, or in the absence of such designation, as the notice calling such meeting, may designate. A waiver of notice signed by directors may designate any place for the holding of such meeting.

2.10. *Notice of Meetings*. Except as otherwise provided in Section 2.7 of these Bylaws, there shall be delivered to all directors, at least forty-eight (48) hours before the time of such meeting, a copy of a written notice of any meeting by delivery of such notice personally by mailing such notice postage prepaid or by telegram. Such notice shall be addressed in the manner provided for notice to shareholders in Section 1.4(c) of these Bylaws. If mailed, the notice shall be deemed delivered two (2) business days following the date the same is deposited in the United States mail, postage prepaid. Any director may waive notice of any meeting, and the attendance of a director at a meeting shall constitute waiver of such notice; *provided, however*, that attendance at a meeting for the express purpose of objecting to the transaction of business thereat because the meeting is not properly called or convened shall not constitute presence nor a waiver of notice for purposes hereof.

2.11. *Quorum; Adjourned Meetings*.

(a) A majority of the directors in office, at a meeting duly assembled, are necessary to constitute a quorum for the transaction of business.

(b) At any meeting of the Board of Directors where a quorum is not present, a majority of those present may adjourn, from time to time, until a quorum is present, and no notice of such adjournment shall be required. At any adjourned meeting where a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

2.12. *Board of Directors' Decisions.* The affirmative vote of a majority of the directors present at a meeting at which a quorum is present is the act of the Board of Directors.

2.13. *Telephonic Meetings*. Members of the Board of Directors or of any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or committee by means of a telephone conference or similar method of communication by which all persons participating in such meeting can hear each other. Participation in a meeting pursuant to this Section 2.13 constitutes presence in person at the meeting.

2.14. *Action Without Meeting*. Any action required or permitted to be taken at a meeting of the Board of Directors or of a committee thereof may be taken without a meeting if, before or after the action, a written consent thereto is signed by all of the members of the Board of Directors or the committee. The written consent may be signed in counterparts and must be filed with the minutes of the proceedings of the Board of Directors or committee.

2.15. *Powers and Duties*.

(a) Except as otherwise restricted by the laws of the State of Nevada or the Articles of Incorporation, the Board of Directors has full control over the affairs of the corporation. The Board of Directors may delegate any of its authority to manage, control or conduct the business of the corporation to any standing or special committee or to any officer or agent and to appoint any persons to be agents of the corporation with such powers, including the power to subdelegate, and upon such terms as may be deemed fit.

(b) The Board of Directors may present to the shareholders at annual meetings of the shareholders, and when called for by a majority vote of the shareholders at an annual meeting or a special meeting of the shareholders shall so present, a full and clear report of the condition of the corporation.

(c) The Board of Directors, in its discretion, may submit any contract or act for approval or ratification at any annual meeting of the shareholders or any special meeting properly called for the purpose of considering any such contract or act, provided a quorum is present.

2.16. *Compensation*. The directors and members of committees shall be allowed and paid all necessary expenses incurred in attending any meetings of the Board of Directors or committees. Subject to any limitations contained in the laws of the State of Nevada, the Articles of Incorporation or any contract or agreement to which the corporation is a party, directors may receive compensation for their services as directors as determined by the Board of Directors, but only during such times as the corporation may legally declare and pay distributions on its stock, unless the payment of such compensation is first approved by the shareholders entitled to vote for the election of directors.

2.17. *Board of Directors; Officers.*

(a) At its annual meeting, the Board of Directors shall elect, from among its members, a chairman who may serve as the chief executive officer of the corporation and who shall preside at meetings of the Board of Directors and may preside at meetings of the shareholders. The Board of Directors may also elect such other officers of the Board of Directors and for such term as it may, from time to time, determine advisable.

(b) Any vacancy in any office of the Board of Directors because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term of such office.

2.18. *Order of Business.* The order of business at any meeting of the Board of Directors shall be as follows:

(a) Determination of members present and existence of quorum;

(b) Reading and approval of the minutes of any previous meeting or meetings;

(c) Reports of officers and committeemen;

(d) Election of officers (annual meeting);

(e) Unfinished business;

(f) New business;

(g) Adjournment.

ARTICLE 3. OFFICERS

3.1. *Election*. The Board of Directors, at its annual meeting, shall elect a president, a secretary and a treasurer to hold office for a term of one (1) year or until their successors are chosen and qualify. Any individual may hold two (2) or more offices. The Board of Directors may, from time to time, by resolution, elect one (1) or more vice-

presidents, assistant secretaries and assistant treasurers and appoint agents of the corporation, prescribe their duties and fix their compensation.

3.2. *Removal; Resignation*. Any officer or agent elected or appointed by the Board of Directors may be removed by it with or without cause. Any officer may resign at any time upon written notice to the corporation. Any such removal or resignation shall be subject to the rights, if any, of the respective parties under any contract between the corporation and such officer or agent.

3.3. *Vacancies*. Any vacancy in any office because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term of such office.

3.4.*President*.

(a) The president shall be the chief executive or operations officer of the corporation, subject to the supervision and control of the Board of Directors, and shall direct the corporate affairs, with full power to execute all resolutions and orders of the Board of Directors not expressly delegated to some other officer or agent of the corporation. If the chairman of the Board of Directors elects not to preside or is absent, the president shall preside at meetings of the shareholders and Board of Directors and perform such other duties as shall be prescribed by the Board of Directors.

(b) The president shall have full power and authority on behalf of the corporation to attend and to act and to vote, or designate such other officer or agent of the corporation to attend and to act and to vote, at any meetings of the shareholders of any corporation in which the corporation may hold stock and, at any such meetings, shall possess and may exercise any and all rights and powers incident to the ownership of such stock. The Board of Directors, by resolution from time to time, may confer like powers on any person or persons in place of the president to exercise such powers for these purposes.

(c) The President shall be the Chief Operating Officer of the corporation, subject to the control and direction of the Board of Directors and the Chairman of the Board. He shall report to the Chairman of the Board and keep the Chairman of the Board informed concerning the affairs and condition of the business of the Company. He shall have such other powers and duties as may from time to time be prescribed by these Bylaws, by resolution of the Board of Directors, or by the Chairman of the Board. In the absence of incapacity of the Chairman of the Board, he shall preside as Chairman at all meetings of the stockholders or the Board of Directors.

(d) The Chief Operating Officer shall have duty of supervision, control and management of the day-to-day operations of the corporation, subject only to directions from the Board of Directors with regard to the affairs of the corporation. The Chief Operating Officer shall perform any and all other duties as shall be prescribed by the Board of Directors.

3.5. *Vice Presidents*. The Board of Directors may elect one or more vice-presidents who shall be vested with all the powers and perform all the duties of the president whenever the president is absent or unable to act and such other duties as shall be prescribed by the Board of Directors or the president.

3.6. *Secretary*. The secretary shall keep, or cause to be kept, the minutes of proceedings of the shareholders and the Board of Directors in books provided for that purpose. The secretary shall attend to the giving and service of all notices of the corporation, may sign with the president in the name of the corporation all contracts in which the corporation is authorized to enter, shall have the custody or designate control of the corporate seal, shall affix the corporate seal to all certificates of stock duly issued by the corporation, shall have charge or designate control of stock certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors or appropriate committee may direct, and shall, in general, perform all duties incident to the office of the secretary.

3.7. *Assistant Secretaries*. The Board of Directors may appoint one or more assistant secretaries who shall have such powers and perform such duties as may be prescribed by the Board of Directors or the secretary.

3.8. *Treasurer*. The treasurer shall be the chief financial officer of the corporation, subject to the supervision and control of the Board of Directors and shall have custody of all the funds and securities of the corporation. When necessary or proper, the treasurer shall endorse on behalf of the corporation for collection checks, notes and other obligations; shall deposit all monies to the credit of the corporation in such bank or banks or other depository as the Board of Directors may designate; and shall sign all receipts and vouchers for payments made by the corporation. Unless otherwise specified by the Board of Directors, the treasurer may sign with the president all bills of exchange and promissory notes of the corporation, shall also have the care and custody of the stocks, bonds, certificates, vouchers, evidence of debts, securities and such other property belonging to the corporation as the Board of Directors shall designate, and shall sign all papers required by law, by these Bylaws or by the Board of Directors to be signed by the treasurer. The treasurer shall enter, or cause to be entered, regularly in the financial records of the corporation, to be kept for that purpose, full and accurate accounts of all monies received and paid on account of the corporation and, whenever required by the Board of Directors, the treasurer shall render a statement of any or all accounts. The treasurer shall at all reasonable times exhibit the books of account to any director of the corporation and shall perform all acts incident to the position of treasurer subject to the control of the Board of Directors.

The treasurer shall, if required by the Board of Directors, give bond to the corporation in such sum and with such security as shall be approved by the Board of Directors for the faithful performance of all the duties of treasurer and for restoration to the corporation, in the event of the treasurer's death, resignation, retirement or removal from office, of all books, records, papers, vouchers, money and other property in the treasurer's custody or control and belonging to the corporation. The expense of such bond shall be borne by the corporation.

3.9. *Assistant Treasurers*. The Board of Directors may appoint one or more assistant treasurers who shall have such powers and perform such duties as may be prescribed by the Board of Directors or the treasurer.

The assistant treasurer shall, if required by the Board of Directors, give bond to the corporation in such sum and with such security as shall be approved by the Board of Directors for the faithful performance of all the duties of assistant treasurer and for restoration to the corporation, in the event of the assistant treasurer's death, resignation, retirement or removal from office, of all books, records, papers, vouchers, money and other property in the assistant treasurer's custody or control and belonging to the corporation. The expense of such bond shall be borne by the corporation.

ARTICLE 4. CAPITAL STOCK

4.1. *Issuance*. Shares of the corporation's authorized stock shall, subject to any provisions or limitations of the laws of the State of Nevada, the Articles of Incorporation or any contracts or agreement to which the corporation may be a party, be issued in such manner, at such times, upon such conditions and for such consideration as shall be prescribed by the Board of Directors.

4.2. *Certificates*. Ownership in the corporation may be evidenced by certificates for shares of stock in such form as shall be prescribed by the Board of Directors, shall be under the seal of the corporation and shall be manually signed by the president or a vice-president and also by the secretary or an assistant secretary; *provided, however*, whenever any certificate is countersigned or otherwise authenticated by a transfer agent or transfer clerk, and by a registrar, then a facsimile of the signatures of said officers of the corporation may be printed or lithographed upon the certificate in lieu of the actual signatures. If the corporation uses facsimile signatures of its officers on its stock certificates, it shall not act as registrar of its own stock, but its transfer agent and registrar may be identical if the institution acting in those dual capacities countersigns any

stock certificates in both capacities. Each certificate, if certificates are issued, shall contain the name of the record holder, the number, designation, if any, class or series of shares represented, a statement or summary of any applicable rights, preferences, privileges or restrictions thereon and a statement, if applicable, that the shares are assessable. All certificates shall be consecutively numbered. If provided by the shareholder, the name, address and federal tax identification number of the shareholder, the number of shares, and the date of issue shall be entered in the stock transfer records of the corporation.

4.3. *Surrendered; Lost or Destroyed Certificates.* All certificates surrendered to the corporation, except those representing shares of treasury stock, shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been canceled, except that in case of a lost, stolen, destroyed or mutilated certificate, a new one may be issued therefor. However, any shareholder applying for the issuance of a stock certificate in lieu of one alleged to have been lost, stolen, destroyed or mutilated shall, prior to the issuance of a replacement, provide the corporation with his, her or its affidavit of the facts surrounding the loss, theft, destruction or mutilation and, if required by the Board of Directors, an indemnity bond in an amount not less than twice the current market value of the stock, and upon such terms as the treasurer or the Board of Directors shall require which shall indemnify the corporation against any loss, damage, cost or inconvenience arising as a consequence of the issuance of a replacement certificate.

4.4. *Replacement Certificate*. When the Articles of Incorporation are amended in any way affecting the statements contained in the certificates for outstanding shares of capital stock of the corporation or it becomes desirable for any reason, in the discretion of the Board of Directors, including, without limitation, the merger of the corporation with another corporation or the reorganization of the corporation, to cancel any outstanding certificate for shares and issue a new certificate thereof conforming to the rights of the holder, the Board of Directors may order any holders of outstanding certificates for shares to surrender and exchange the same for new certificates within a reasonable time to be fixed by the Board of Directors. The order may provide that a holder of any certificate(s) ordered to be surrendered shall not be entitled to vote, receive distributions or exercise any other rights of shareholders of record until the holder has complied with the order, but the order operates to suspend such rights only after notice and until compliance.

4.5. *Transfer of Shares*. No transfer of stock shall be valid as against the corporation except on surrender and cancellation of the certificates therefor accompanied by an assignment or transfer by the registered owner made either in person or under assignment. Whenever any transfer shall be expressly made for collateral security and not absolutely, the collateral nature of the transfer shall be reflected in the entry of transfer in the records of the corporation.

4.6. *Transfer Agent; Registrars*. The Board of Directors may appoint one or more transfer agents, transfer clerk and registrars of transfer and may require all certificates for shares of stock to bear the signature of such transfer agent, transfer clerk and/or registrar of transfer.

4.7. *Stock Transfer Records*. The stock transfer records shall be closed for a period of at least ten (10) days prior to all meetings of the shareholders and shall be closed for the payment of distributions as provided in Article 5 of these Bylaws and during such periods as, from time to time, may be fixed by the Board of Directors, and, during such periods, no stock shall be transferable for purposes of Article 5 of these Bylaws and no voting rights shall be deemed transferred during such periods. Subject to the foregoing limitations, nothing contained herein shall cause transfers during such periods to be void or voidable.

4.8. *Miscellaneous*. The Board of Directors shall have the power and authority to make such rules and regulations not inconsistent herewith as it may deem expedient concerning the issue, transfer and registration of certificates for shares of the corporation's stock.

ARTICLE 5. DISTRIBUTIONS

Distributions may be declared, subject to the provisions of the laws of the State of Nevada and the Articles of Incorporation, by the Board of Directors at any regular or special meeting and may be paid in cash, property, shares of corporate stock or any other medium. The Board of Directors may fix in advance a record date, as provided in Section 1.6 of these Bylaws, prior to the distribution for the purpose of determining shareholders entitled to receive any distribution. The Board of Directors may close the stock transfer books for such purpose for a period of not more than ten (10) days prior to the date of such distribution.

ARTICLE 6. RECORDS; REPORTS; SEAL; AND FINANCIAL MATTERS

6.1. *Records*. All original records of the corporation shall be kept by or under the direction of the secretary or at such places as may be prescribed by the Board of Directors.

6.2. *Officers' and Directors' Right of Inspection*. Every officer and director shall have the absolute right at any reasonable time for a purpose reasonably related to the exercise of such individual's duties to inspect and copy all of the corporation's books, records and documents of every kind and to inspect the physical properties of the corporation and/or any subsidiary corporations. Such inspection may be made in person or by agent or attorney.

6.3. *Corporate Seal.* The Board of Directors may, by resolution, authorize a seal, and the seal may be used by causing it, or a facsimile, to be impressed, affixed, reproduced or otherwise. Except when otherwise specifically provided herein, any officer of the corporation shall have the authority to affix the seal to any document requiring it.

6.4. *Fiscal Year-End.* The fiscal year-end of the corporation shall be such date as may be fixed from time to time by resolution of the Board of Directors.

6.5. *Reserves*. The Board of Directors may create, by resolution, such reserves as the directors may, from time to time, in their discretion, think proper to provide for contingencies, or to equalize distributions or to repair or maintain any property of the corporation, or for such other purposes as the Board of Directors may deem beneficial to the corporation, and the directors may modify or abolish any such reserves in the manner in which they were created.

6.6. *Required Authorization for Obligations.* No agreement, contract or obligation (other than checks in payment of indebtedness incurred by authority of the Board of Directors) involving the payment of monies or the credit of the corporation for more than Two Hundred Fifty Thousand Dollars ($250,000), shall be made without the authorization by resolution of the Board of Directors, or of an executive committee acting as such.

ARTICLE 7. INDEMNIFICATION

7.1. *Indemnification and Insurance.*

(a) *Indemnification of Directors and Officers.*

(1) For purposes of this Article 7, (A) "*Indemnitee*" shall mean each director or officer who was or is a party to, or is threatened to be made a party to or is otherwise involved in, any Proceeding (as hereinafter defined), by reason of the fact that he or she is or was a director or officer of the corporation or is or was serving in any capacity at the request of the corporation as a director, officer, employee, agent, partner, or fiduciary of, or in any other capacity for, another corporation or any partnership, joint venture, trust or other enterprise; and
(B) "*Proceeding*" shall mean any threatened, pending or completed action or suit (including, without limitation, an action, suit or proceeding by or in the right of the

corporation), whether civil, criminal, administrative or investigative.

(2) Each Indemnitee shall be indemnified and held harmless by the corporation for all actions taken by him or her and for all omissions (regardless of the date of any such action or omission), to the fullest extent permitted by Nevada law, against all expenses, liability and loss (including, without limitation, attorneys' fees, costs, judgments, fines, taxes, penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by the Indemnitee in connection with any Proceeding.

(3) Indemnification pursuant to this Section 7.1 shall continue as to an Indemnitee who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators.

(b) *Indemnification of Employees and Other Persons.* The corporation may, by action of its Board of Directors and to the extent provided in such action, indemnify employees and other persons as though they were Indemnitees.

(c) *Non-Exclusivity of Rights.* The rights to indemnification provided in this Article 7 shall not be exclusive of any other rights that any person may have or hereafter acquire under any statute, provision of the corporation's Articles of Incorporation or Bylaws, agreement, vote of shareholders or directors or otherwise.

(d) *Insurance*. The corporation may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise for any liability asserted against him or her and liability and expenses incurred by him or her in his or her capacity as a director, officer, employee or agent, or arising out of his or her status as such, whether or not the corporation has the authority to indemnify him or her against such liability and expenses.

(e) *Other Financial Arrangements*. The other financial arrangements which may be made by the corporation may include the following:

(i) the creation of a trust fund;

(ii) the establishment of a program of self-insurance; (iii) the securing of its obligation of indemnification by granting a security interest or other lien on any assets of the corporation; or (iv) the establishment of a letter of credit, guarantee or surety. No financial arrangement made pursuant to this subsection may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to advancement of expenses or indemnification ordered by a court.

(f) *Other Matters Relating to Insurance or Financial Arrangements.* Any insurance or other financial arrangement made on behalf of a person pursuant to this section may be provided by the corporation or any other person approved by the Board of Directors, even if all or part of the other person's stock or other securities is owned by the corporation. In the absence of fraud:

(1) the decision of the Board of Directors as to the propriety of the terms and conditions of any insurance or other financial arrangement made pursuant to this Section 7.1 and the choice of the person to provide the insurance or other financial arrangement is conclusive; and

(2) the insurance or other financial arrangement;

(i) is not void or voidable; and

(ii) does not subject any director approving it to personal liability for his action, even if a director approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement.

7.2. *Amendment.* The provisions of this Article 7 relating to indemnification shall constitute a contract between the corporation and each of its directors and officers which may be modified as to any director or officer only with that person's consent or as specifically provided in this Section 7.2. Notwithstanding any other provision of these Bylaws relating to their amendment generally, any repeal or amendment of this Article 7 which is adverse to any director or officer shall apply to such director or officer only on a prospective basis and shall not limit the rights of an Indemnitee to indemnification with respect to any action or failure to act occurring prior to the time of such repeal or amendment. Notwithstanding any other provision of these Bylaws, no repeal or amendment of these Bylaws shall affect any or all of this Article 7 so as to limit or reduce the indemnification in any manner unless adopted by (a) the unanimous vote of the directors of the corporation then serving, or (b) by the shareholders as set forth in Article 8 hereof; *provided, however*, that no such amendment shall have retroactive effect inconsistent with the preceding sentence.

7.3. *Changes in Nevada Law.* References in this Article 7 to Nevada law or to any provision thereof shall be to such law as it existed on the date this Article 7 was adopted or as such law thereafter may be changed; *provided, however*, that (a) in the case of any change which expands the liability of directors or officers or limits the indemnification rights or the rights to advancement of expenses which the corporation may provide, the rights to limited liability, to indemnification and to the advancement of expenses provided in the corporation's Articles of Incorporation and/or these Bylaws shall continue as theretofore to the extent permitted by law; and (b) if such change permits the corporation, without the requirement of any further action by the shareholders or directors, to limit further the liability of directors (or limit the liability of officers) or to provide broader indemnification rights or rights to the advancement of expenses than the corporation was permitted to provide prior to such change, then liability thereupon shall be so limited and the rights to indemnification and the advancement of expenses shall be so broadened to the extent permitted by law.

ARTICLE 8. "S" ELECTION

8.1. "*S*" *Election*. Each shareholder may cause the corporation to become and to qualify to be a small business corporation within the meaning of Section 1361 of the Internal Revenue Code of 1986, as amended (an "S" corporation) and to thereafter maintain its status as an "S" corporation.

8.2. *Restriction on Transfer Arising from "S" Corporation Status.* If elected, no shareholder may convey and no person may acquire the legal and/or beneficial ownership of any capital securities where such conveyance would cause the corporation's "S" corporation status to terminate.

8.3. *Termination of "S" Corporation Status*. If elected, the corporation's "S" corporation status may only be terminated, directly or indirectly, upon an amendment to these Bylaws in accordance with Article 9. hereof.

ARTICLE 9. AMENDMENT OR REPEAL

Except as otherwise restricted in the Articles of Incorporation or these Bylaws:

(a) Any provision of these Bylaws may be altered, amended or repealed at the annual or any regular meeting of the Board of Directors without prior notice, or at any special meeting of the Board of Directors if notice of such alteration, amendment or repeal be contained in the notice of such special meeting.

(b) These Bylaws may also be altered, amended or repealed at a duly convened meeting of the shareholders by the affirmative vote of the holders of fifty-one percent (51%) of the voting power of the corporation entitled to vote. The shareholders may provide by resolution that any Bylaw provision repealed, amended, adopted or altered by them may not be repealed, amended, adopted or altered by the Board of Directors.

CERTIFICATION

The undersigned duly elected secretary of the corporation, does hereby certify that the foregoing Bylaws were adopted by the Board of Directors and are effective as of the 31st day of October, 2022.

/s/ Robert Steele
Robert Steele, Secretary

BYLAWS OF
THUMZUP MEDIA CORPORATION,
a Nevada corporation

Table of Contents

ESCROW AGREEMENT

This Escrow Agreement (this "**Agreement**"), effective as of the effective date set forth on the signature page hereto ("**Effective Date**"), is entered into by the following:

(i) the issuer set forth on the signature page hereto ("**Issuer**"); and

(ii) the broker-dealer for Issuer's offering set forth on the signature page hereto ("**Manager**"); and

(iii) the operator of an online technology platform being used to facilitate Issuer's offering set forth on the signature page hereto ("**Platform**"); and

(iv) North Capital Private Securities Corporation, a Delaware corporation, as the facilitator of escrow as set forth herein through the institution in Section 1(d) below ("**NCPS**").

For purposes of this Agreement: (a) the above parties other than and excluding NCPS are referred to herein as "**Issuer Party**"; (b) references to "**Issuer Party**" in this Agreement shall include references to each Issuer Party individually, together and collectively, jointly and severally; and (c) Issuer Party, collectively with NCPS, are referred to herein as the "**Parties**" and each, a "**Party**".

The following Exhibits are incorporated by reference into this Agreement:

Exhibit A – Contingent Offering (if applicable)

Exhibit B – Fees and Expenses

Recitals

A. NCPS is a broker-dealer registered with the U.S. Securities and Exchange Commission ("**SEC**") and a member of the Financial Industry Regulatory Authority, Inc. ("**FINRA**") and the Securities Investor Protection Corporation ("**SIPC**").

B. Issuer Party is engaging NCPS to serve as the facilitator of escrow as set forth herein through the institution in Section 1(d) below as escrow agent in connection with Issuer's sale of debt, equity or hybrid securities ("**Securities**") in an offering exempt from registration under the U.S. Securities Act of 1933, as amended ("**Securities Act**"), pursuant to Rule 506(b) of Regulation D, 506(c) of Regulation D, Regulation A or Regulation Crowdfunding, as indicated on the signature page hereto ("**Offering**").

C. In accordance with the private placement memorandum, offering memorandum or Form 1-A applicable to the Offering provided by Issuer Party for dissemination to investors in connection with the Offering ("**Offering Document**"), subscribers to the Securities ("**Subscribers**") will be required to submit full payment for their respective investments at the time they enter into subscription agreements.

D. In accordance with the Offering Document, all payments by Subscribers subscribing for Securities shall be sent directly to NCPS as the facilitator of escrow as set forth herein through the institution in Section 1(d) below as escrow agent, and NCPS by this Agreement agrees to accept, hold and promptly disburse such funds deposited with it with respect thereto ("**Escrow Funds**") in accordance with the terms of this Agreement and in compliance with Rule 15c2-4 of the U.S. Securities Exchange Act of 1934, as amended ("**Exchange Act**"), and related SEC guidance and FINRA rules.

E. If the Offering is being made by Issuer on an "all-or-none" basis or on any other basis that contemplates payments to be made to Issuer only upon the occurrence of some further event or contingency as set forth in Exhibit A, as applicable, NCPS will promptly deposit any and all Escrow Funds NCPS receives into a separate bank escrow account as set forth in Section 1(d) below, for the persons or entities with a beneficial interest therein, until the appropriate event or contingency has occurred, at which time the Escrow Funds will be promptly transmitted to Issuer, else promptly returned to the persons or entities entitled thereto pursuant to Section 3 and 4 below.

F. NCPS will be a participant in the Offering for the limited purpose of facilitating the escrow described in this Agreement, and in the case of an Offering pursuant to Regulation Crowdfunding, NCPS will be the "qualified third party", as defined in Rule 303(e)(2) of the Securities Act. NCPS accepts no other role and assumes no other responsibilities related to the Offering, such as managing broker-dealer, placement agent, selling group member or referring broker-dealer, unless and until the roles and responsibilities are expressly delineated in a separately executed placement, managing broker, selling or referral agreement, as the case may be, if any.

In consideration of the mutual representations, warranties and covenants contained in this Agreement, the Parties, intending to incorporate the foregoing Recitals into this Agreement and to be legally bound, agree as follows:

Agreement

1. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined above or elsewhere in this Agreement shall have the meanings as set forth below:

(a) "**ACH**" means Automated Clearing House.

(b) "**Business Day**" means a calendar day other than Saturday, Sunday or any public holiday when banks are closed for business in Delaware, Pennsylvania or Utah.

(c) "**Cash Investment**" means an amount in US Dollars equal to (i) the number of Securities to be purchased by a Subscriber, multiplied by (ii) the offering price per Security as set forth in the Offering Document.

(d) "**Cash Investment Instrument**" means, in full payment of the Cash Investment for the Securities to be purchased by a Subscriber, a check, money order or similar instrument made payable by Subscriber to the order of or endorsed to the order of:

NCPS/_____/_____ - Escrow Account
(Offering Name*) (Subscriber Name**)

or wire transfer or ACH transmitted by Subscriber to the following account ("**Escrow Account"):**

Institution: TriState Capital Bank
ABA: 043019003
Account Name: North Capital Private Securities Corporation
Account Number: 0220003339
For Further Credit To:_____
(Offering Name*)
_____
(Subscriber Name**)

*Offering Name as set forth on the signature page hereto.
**Subscriber Name as completed by Subscriber.

(e) "**Expiration Date**" means 12 months from the Effective Date, unless mutually extended by the Parties in writing (which may be via email).

(f) "**Instruction Letter**" means joint written instructions in a form acceptable to NCPS and executed by Issuer Party directing NCPS to promptly disburse the Escrow Funds to Issuer pursuant to Section 4(a).

(g) "**Minimum Offering**" has the meaning as set forth on the signature page hereto.

(h) "**Minimum Offering Notice**" means, if applicable to an Offering, a written notification in a form acceptable to NCPS and signed by Issuer Party representing to NCPS that: (i) subscriptions for at least the Minimum Offering have been received by Issuer; (ii) to the best of Issuer Party's knowledge after due inquiry and review of Issuer Party's records, Cash Investment Instruments in full payment for that number of Securities equal to or greater than the Minimum Offering have been received, deposited with and collected by NCPS; (iii) such subscriptions have not been withdrawn, rejected or otherwise terminated; and (iv) Subscribers have no statutory or regulatory rights of rescission without cause or all such rights have expired.

(i) "**NACHA**" means National Automated Clearing House Association.

(j) "**Subscription Accounting**" means an accounting of all subscriptions for Securities received and accepted by Issuer Party as of the date of such accounting, indicating for each subscription Subscriber's name and address, the number and total purchase price of subscribed Securities, the date of receipt by Issuer of the Cash Investment Instrument and notations of any nonpayment of the Cash Investment Instrument submitted with such subscription, any withdrawal of such subscription by Subscriber, any rejection of such subscription by Issuer Party or other termination, for whatever reason, of such subscription.

2. **Appointment of the Facilitator of Escrow.** Issuer Party hereby appoints NCPS to serve as the facilitator of escrow as set forth herein through the institution in Section 1(d) as escrow agent, and NCPS hereby accepts such appointment, in accordance with the terms of this Agreement. Issuer Party shall take all necessary steps to assure that all funds necessary to consummate the Transaction are deposited into the Escrow Account. Issuer shall not receive interest on the Escrow Funds and the Escrow Account shall be a non-interest bearing account as to Issuer Party.

3. **Deposits into Escrow Account.**

(a) Issuer Party shall direct Subscribers to, and Subscribers shall, directly deliver to NCPS all Cash Investment Instruments for deposit in the Escrow Account. Each such direction shall be accompanied by a Subscription Accounting.

ALL FUNDS DEPOSITED INTO THE ESCROW ACCOUNT PURSUANT TO THIS SECTION 3 SHALL REMAIN THE PROPERTY OF EACH SUBSCRIBER ACCORDING TO SUCH SUBSCRIBER'S INTEREST AND SHALL NOT BE SUBJECT TO ANY LIEN OR CHARGE BY NCPS OR BY JUDGMENT OR CREDITORS' CLAIMS AGAINST ISSUER PARTY UNTIL RELEASED OR ELIGIBLE TO BE RELEASED TO ISSUER IN ACCORDANCE WITH SECTION 4(a). ISSUER PARTY SHALL NOT RECEIVE CASH INVESTMENT INSTRUMENTS DIRECTLY FROM SUBSCRIBERS.

(b) Issuer Party understands and agrees that all Cash Investment Instruments received by NCPS pursuant to this Agreement are subject to collection requirements of presentment, clearing and final payment, and that the funds represented thereby cannot be drawn upon or disbursed until such time as final payment has been made and is no longer subject to dishonor. NCPS shall process each Cash Investment Instrument for collection promptly upon receipt, and the proceeds thereof shall be held as part of the Escrow Funds until disbursed in accordance with Section 4. If, upon presentment for payment, any Cash Investment Instrument is dishonored, NCPS's sole obligation shall be to notify Issuer Party of such dishonor and, if applicable, to promptly return such Cash Investment Instrument to Subscriber. Notwithstanding, if for any reason any Cash Investment Instrument is uncollectible after payment or disbursement of the funds represented thereby has been made by NCPS, Issuer Party shall immediately reimburse NCPS upon receipt from NCPS of written notice thereof, including, without limitation, any fees or expenses with respect thereto, which NCPS may collect from Issuer Party pursuant to Section 10.

(c) Upon receipt of any Cash Investment Instrument that represents payment of an amount less than or greater than the Cash Investment, NCPS's sole obligation shall be to notify Issuer Party, depending upon the source of the of the Cash Investment Instrument, of such fact and to pay to Subscriber by the same method the amount of the Cash Investment received by NCPS from such Subscriber or promptly return to Subscriber such Subscriber's Cash Investment Instrument upon receipt from Subscriber of any required payment instructions; provided that amounts in excess of $25,000 will be returned via wire transfer upon confirmation by NCPS of Subscriber's account information.

(d) NCPS shall not be obligated to accept, or present for payment, any Cash Investment Instrument that is not properly made payable or endorsed as set forth in Section 1(d).

(e) Issuer Party shall, or cause Subscriber to, provide NCPS with information sufficient to effect such return to Subscriber as outlined in this Section 3, including, without limitation, updated payment information in the event a return to Subscriber for any reason cannot be made by the same method as received by NCPS.

(f) In the event any Party other than NCPS receives a Cash Investment Instrument, such Party agrees to promptly, and in no event later than one Business Day after receipt, deliver such Cash Investment Instrument to NCPS for deposit into the Escrow Account.

4. **Disbursement of Escrow Funds.**

(a) Subject to Section 3(b) and Section 10, NCPS shall promptly disburse in accordance with the Instruction Letter the liquidated value of the Escrow Funds from the Escrow Account to Issuer by wire transfer no later than one Business Day following receipt of the following documents:

(i) Minimum Offering Notice;

(ii) Subscription Accounting substantiating the fulfillment of the Minimum Offering;

(iii) Instruction Letter; and

(iv) such other certificates, notices or other documents as NCPS may reasonably require;

provided that NCPS shall not be obligated to disburse the liquidated value of the Escrow Funds to Issuer if NCPS has reason to believe that (A) Cash Investment Instruments in full payment for that number of Securities equal to or greater than the Minimum Offering have not been received, deposited with and collected by NCPS, or (B) any of the information or the certifications, representations, warranties or opinions set forth in the Minimum Offering Notice, Subscription Accounting, Instruction Letter or other certificates, notices or other documents are incorrect or incomplete. After the initial disbursement of Escrow Funds to Issuer pursuant to this Section 4(a), NCPS shall promptly disburse any additional funds received with respect to the Securities to Issuer by wire transfer no later than one Business Day after NCPS receives from or on behalf of Issuer (1) Issuer's request for closing via NCPS's online portal and (2) Issuer's written verification that the subscriptions therefor are in good order.

*Any ACH transaction must comply with all applicable laws, rules, regulations, codes and orders of applicable governmental, regulatory, judicial and law enforcement authorities and self-regulatory authorities (collectively, "**Law**"), including, without limitation, NACHA's operating rules that apply to the ACH network as in effect from time to time. NCPS is not responsible for errors in the completion, accuracy or timeliness of any transfer properly initiated by NCPS in accordance with joint written instructions occasioned by the acts or omissions of any third party financial institution or a party to the transaction, or the insufficiency or lack of availability of funds on deposit in any account.*

(b) No later than three Business Days after receipt from Subscriber of any required payment instructions and receipt by NCPS of written notice: (i) from Issuer Party that Issuer Party intends to reject a Subscriber's subscription; (ii) from Issuer Party that there will be no closing of the sale of Securities to Subscribers; (iii) from any federal or state regulatory authority that any application by Issuer to conduct a banking business has been denied; or (iv) from the SEC or any other federal or state regulatory authority that a stop or similar order has been issued with respect to the Offering Document and has remained in effect for at least 20 days, NCPS shall pay to each Subscriber by the same method the amount of the Cash Investment received by NCPS from such Subscriber or promptly return to Subscriber such Subscriber's Cash Investment Instrument; provided that amounts in excess of $25,000 will be returned via wire transfer upon confirmation by NCPS of Subscriber's account information.

(c) Notwithstanding anything to the contrary contained herein, if NCPS shall not have received an Instruction Letter on or before the Expiration Date or the Termination Date (as defined below), subject to Section 5, NCPS shall, within three Business Days after such Expiration Date or Termination Date and receipt from Subscriber of any required payment instructions, and without any further instruction or direction from Issuer Party, pay to each Subscriber by the same method the amount of the Cash Investment received by NCPS from such Subscriber or promptly return to Subscriber such Subscriber's Cash Investment Instrument; provided that amounts in excess of $25,000 will be returned via wire transfer upon confirmation by NCPS of Subscriber's account information.

(d) Issuer Party shall, or cause Subscriber to, provide NCPS with information sufficient to effect such payment or return to Subscriber as outlined in this Section 4, including, without limitation, updated payment information in the event a payment or return to Subscriber for any reason cannot be made by the same method as received by NCPS.

5. **Suspension of Performance or Disbursement Into Court.** If, at any time, (a) there shall exist any dispute between Issuer Party, NCPS, any Subscriber or any other person with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of NCPS hereunder, or (b) NCPS is unable to determine, to NCPS's reasonable satisfaction, the proper disposition of all or any portion of the Escrow Funds or NCPS's proper actions with respect to its obligations hereunder, or (c) Issuer Party has not within 30 days of NCPS's notice of resignation pursuant to Section 7 appointed a successor provider of escrow services to act hereunder, then NCPS may, in its reasonable discretion, take either or both of the following actions: (i) suspend the performance of any of its obligations (including, without limitation, any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of NCPS or until a successor provider of escrow services or agent shall have been appointed (as the case may be); or (ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to NCPS, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by Law, pay into such court all funds held by it in the Escrow Funds for holding and disposition in accordance with the instructions of such court. NCPS shall have no liability to Issuer Party, any Subscriber or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of NCPS.

6. **No Commingling, Investment of Funds or Interest to Issuer Party.** NCPS shall not: (a) commingle Escrow Funds received by it in escrow with funds of others that are not Escrow Funds, including funds received by NCPS in escrow in connection with any other offering of debt, equity or hybrid securities; or (b) invest such Escrow Funds. The Escrow Funds will be held in the Escrow Account, which shall not accrue interest in favor of Issuer Party or any Subscriber.

7. **Resignation of NCPS.** NCPS may resign and be discharged from the performance of its duties hereunder at any time by giving 10 days prior written notice to Issuer Party specifying a date when such resignation shall take effect. Upon any such notice of resignation, Issuer Party shall appoint a successor provider of escrow services or agent hereunder prior to the effective date of such resignation. NCPS shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor provider of escrow services or agent, after making copies of such records as NCPS deems advisable. After any NCPS's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the facilitator of escrow under this Agreement.

8. **Role of NCPS as the Facilitator of Escrow.**

(a) NCPS's sole responsibility as a participant in the Offering under this Agreement is as the facilitator of escrow as set forth herein through the institution in Section 1(d) as escrow agent to facilitate the safekeeping with, and disbursement by, the escrow agent of the Escrow Funds, in accordance with the terms hereto. NCPS shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. NCPS may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which NCPS shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. NCPS shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines by final unappealed or non-appealable order pursuant to Section 20(a) that NCPS's fraud or gross negligence was the primary cause of any Losses (as defined below) to Issuer Party.

(b) NCPS shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds are deposited, this Agreement or the Offering Document, or to appear in, prosecute or defend any such legal action or proceeding.

(c) NCPS shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including, without limitation, the Offering Document. Without limiting the generality of the foregoing, NCPS shall not be responsible for or required to enforce any of the terms or conditions of any subscription

agreement with any Subscriber or any other agreement between Issuer Party or any Subscriber. NCPS shall not be responsible or liable in any manner for the performance by Issuer or any Subscriber of their respective obligations under any subscription agreement nor shall NCPS be responsible or liable in any manner for the failure of Issuer Party or any third party (including any Subscriber) to honor any of the provisions of this Agreement.

(d) NCPS is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by NCPS of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, NCPS is authorized, in its reasonable discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if NCPS complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated. Notwithstanding the foregoing, to the extent legally permissible, NCPS shall provide Issuer Party with prompt notice of any such court order or similar demand and the opportunity to interpose an objection or obtain a protective order.

(e) NCPS may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. Issuer Party shall promptly pay, upon demand, the fees and expenses of any such counsel.

(f) By this Agreement, Subscribers are not customers of NCPS and NCPS shall have no obligation to determine a Subscriber's suitability to participate in the Offering, whether the Offering complies with Law, verify a Subscriber's identity or perform anti-money laundering, know your customer or other due diligence, such responsibilities being obligations of Issuer Party or Issuer Party's agents. Notwithstanding, NCPS may ask Issuer Party to provide, and Issuer Party shall provide promptly upon NCPS's request, certain information about Subscribers, including, but not limited to, name, physical address, tax identification number, organizational documents, certificates of good standing, financial statements, licenses to do business and other information that will help NCPS to identify and verify a Subscriber's identity. Any further participation by NCPS in the Offering (if any) other than to facilitate escrow as set forth in this Agreement shall be governed by separate agreement.

(g) NCPS makes no representation, warranty or covenant as to the compliance of any transaction related to the escrow with any Law. NCPS shall not be responsible for the application or use of any funds released from the Escrow Account pursuant to this Agreement.

9. **Indemnification of NCPS.**

(a) Issuer Party (including Issuer Party's affiliates, collectively, the "**Indemnifying Party**") agrees (and agrees to cause the other Indemnifying Parties) jointly and severally and at their own cost and expense to indemnify, defend and hold harmless NCPS and its affiliates and their respective directors, officers, employees, agents, representatives, advisors and consultants, and their respective successors and assigns (each, an "**NCPS Parties**"), to the fullest extent permitted by Law, from and against (and no NCPS Party shall be liable for) any Losses, joint or several, in connection with all actions (including equity owner actions), claims, disputes, inquiries, indemnification, proceedings, investigations and other legal process regardless of the source (collectively, "**Actions**") arising out of or relating to the offering of securities, this Agreement, the provision of NCPS's services hereunder or the engagement of NCPS hereunder (including, without limitation, any breach or alleged breach of this Agreement or any representation, warranty or covenant herein, any breach or alleged breach of Law or any rejection of a Cash Investment, or the suspension of performance or disbursement into court pursuant to Section 5), and will reimburse NCPS Parties for all expenses (including attorneys' fees) as they are incurred by NCPS Parties in connection with investigating, preparing, defending or appearing as a third party witness in connection with any such Action whether or not related to a pending or threatened Action in which NCPS is a party. Notwithstanding, Issuer Party will not be responsible for any Losses that are finally judicially determined by unappealed or non-appealable order pursuant to Section 20(a) to have resulted primarily from NCPS's fraud or gross negligence, and NCPS agrees to immediately refund any payments made to an NCPS Party upon such determination. "**Losses**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including, without limitation, reasonable attorneys' fees, the costs of enforcing any right hereunder, the costs of pursuing any insurance providers, the costs of collection and the costs of defending against or appearing as a witness, whether direct, indirect, consequential or otherwise. Indemnifying Parties shall pay to NCPS Parties all amounts due under this Section 9 promptly after written demand therefor.

(b) In the event that NCPS performs any service not specifically provided hereinabove, or that there is any assignment or attachment of any interest in the subject matter of this escrow or any modification thereof, or that any controversy arises hereunder, or that NCPS is made a party to, or intervenes in, any dispute pertaining to this escrow or the subject matter hereof, NCPS shall be reasonably compensated therefor and reimbursed for all costs and expenses occasioned thereby; and Issuer Party hereto agree jointly and severally to pay the same and to jointly and severally and at their own cost and expense release, indemnify, defend and hold harmless the NCPS Parties pursuant to subsection (a) above, it being understood and agreed that NCPS may interplead the subject matter of this escrow into any court of competent jurisdiction, and the act of such interpleader shall immediately relieve NCPS of any duties, liabilities or responsibilities.

(c) For the sole purpose of enforcing and otherwise giving effect to the provisions of this Section 9, Issuer Party hereby consents to personal jurisdiction and service and venue in any court in which any claim that is subject to this Agreement is brought against any NCPS Party.

(d) If an Action is commenced or threatened and is ultimately settled, Issuer Party shall use its best efforts to cause NCPS, by name, and the other NCPS Parties, by description, to be included in any release or settlement agreement, whether or not NCPS and the other NCPS Parties are named as defendants in such Action.

10. **Compensation to NCPS.**

(a) Issuer Party shall pay or cause to be paid to NCPS for its services as the facilitator of escrow as outlined in Exhibit B, which may be updated from time to time by NCPS by providing written notice to Issuer Party. Issuer Party's obligation to pay such fees to NCPS and reimburse NCPS for such expenses is not conditioned upon a successful closing. Upon Issuer Party's request, NCPS will provide Issuer Party with copies of all relevant invoices, receipts or other evidence of such expenses. The obligations of Issuer Party under this Section 10 shall survive any termination of this Agreement and the resignation or removal of NCPS.

(b) All of the compensation and reimbursement obligations shall be payable by Issuer Party upon demand by NCPS and will be charged automatically by NCPS to the credit card or other payment method indicated on the signature page to this Agreement or as otherwise agreed by the Parties. Issuer Party consents to NCPS retaining and using Issuer Party's payment information for future invoices and as provided in this Agreement. Issuer Party agrees and acknowledges that NCPS and its third party vendors may retain and use Issuer Party's payment information to facilitate the payments provided for in this Agreement. Issuer Party agrees to provide NCPS written notice (which may be via email) of any update or changes to Issuer Party's payment information. Absent current payment information, Issuer Party shall make, or cause to be made, all payments to NCPS within 10 days of receiving an invoice therefor. All payments made to NCPS shall be in US dollars in immediately available funds.

(c) If Issuer Party fails to make any payment when due then, in addition to all other remedies that may be available: (a) NCPS may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly, or if lower, the highest rate permitted under Law, which Issuer Party shall pay; such interest may accrue after as well as before any judgment relating to collection of the amount due; and (b) Issuer Party shall reimburse, or cause to be reimbursed, NCPS for all costs incurred by NCPS in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; provided that cumulative late payments are

subject to the overall limits as may be required by Law as set forth in Exhibit B.

(d) NCPS is authorized to and may disburse from time to time, to itself or to any NCPS Party from the Escrow Funds (but only to the extent of Issuer Party's rights thereto), the amount of any compensation and reimbursement of out-of-pocket expenses due and payable hereunder (including any amount to which NCPS or any NCPS Party is entitled to seek indemnification pursuant to Section 9 hereof). NCPS shall notify Issuer Party of any disbursement from the Escrow Funds to itself or to any NCPS Party in respect of any compensation or reimbursement hereunder and shall furnish to Issuer copies of all related invoices and other statements. Notwithstanding, no disbursement shall be made pursuant to this subsection until the Minimum Offering has been met and otherwise in compliance with Law, including, without limitation, Rule 15c2-4 of the Exchange Act and related SEC guidance and FINRA rules.

(e) Issuer Party hereby grants to NCPS and the NCPS Parties a security interest in and lien upon the Escrow Funds (to the extent of Issuer Party's rights thereto) to secure all obligations hereunder, and NCPS and the NCPS Parties shall have the right to offset the amount of any compensation or reimbursement due any of them hereunder (including any claim for indemnification pursuant to Section 9 hereof) against the Escrow Funds (to the extent of Issuer's rights thereto.) If for any reason the Escrow Funds available to NCPS and the NCPS Parties pursuant to such security interest or right of offset are insufficient to cover such compensation and reimbursement, Issuer Party shall promptly pay such amounts to NCPS and the NCPS Parties upon receipt of an itemized invoice. Notwithstanding, no security interest or offset shall be granted pursuant to this subsection until the Minimum Offering has been met and otherwise in compliance with Law, including, without limitation, Rule 15c2-4 of the Exchange Act and related SEC guidance and FINRA rules.

11. **Representations and Warranties.**

(a) Issuer Party jointly and severally represents, warrants and covenants to NCPS as of the Effective Date and at all times during the Term, including, without limitation, at the time of any deposit to or disbursement from the Escrow Funds:

(i) Issuer Party is an entity duly organized, validly existing and in good standing under the laws of the state where it was formed. Issuer Party has all requisite power and authority to own those properties and conduct those businesses presently owned or conducted by it. Issuer Party is duly qualified to do business and is in good standing in all jurisdictions in which its ownership of property or the character of its business requires such qualification, except where the failure to so qualify would not have a material adverse effect on Issuer Party or Issuer Party's business.

(ii) Issuer Party has full power and authority to enter into and perform this Agreement. This Agreement has been duly executed by Issuer Party and constitutes the legal, valid, binding, and enforceable obligation of Issuer Party, enforceable against Issuer Party in accordance with its terms. The execution, delivery and performance of this Agreement does not and will not: (A) conflict with or violate any of the terms of any organizational or governance document, stakeholder agreement, any court order or administrative ruling or decree to which it is a party or any of its property is subject, any agreement, contract, indenture, or other binding arrangement to which it is a party or any of its property is subject or any Law; or (B) conflict with, or result in a breach or termination of any of the terms of, or result in the acceleration of any indebtedness or obligations under, any agreement, obligation or instrument by which Issuer Party is bound or to which any property of Issuer Party is subject, or constitute a default thereunder. The execution, delivery and performance of this Agreement is consistent with and accurately described in the Offering Document as set forth in Section 4(b) and Section 4(c) and has been properly described therein.

(iii) Issuer Party acknowledges that the status of NCPS is that of agent only for the limited purposes set forth herein to facilitate escrow as set forth herein through the institution in Section 1(d) as escrow agent, and in the case of an Offering pursuant to Regulation Crowdfunding, NCPS will be the "qualified third party", as defined in Rule 303(e)(2) of the Securities Act, and hereby represents and covenants that no representation or implication shall be made that NCPS has investigated the desirability or advisability of investment in the Securities or has approved, endorsed or passed upon the merits of the investment therein and that the name of NCPS has not and shall not be used in any manner in connection with the offer or sale of the Securities other than to state that NCPS has agreed to serve as the facilitator of escrow for the limited purposes set forth herein. Issuer Party shall comply with all Law in connection with the offering of the Securities. By this Agreement, NCPS accepts no other role and assumes no other responsibilities related to the Offering, including, without limitation, managing broker-dealer, placement agent, selling group member or referring broker-dealer.

(iv) Issuer Party has the obligation to, and shall, determine a Subscriber's suitability to participate in the Offering, make sure the Offering complies with Law and the Offering Document, verify a Subscriber's identity and perform anti-money laundering, know your customer and any other due diligence in connection with the transactions contemplated by the Offering. The Offering and any offer or sale in the Offering complies with or is exempt from all applicable registrations or qualification requirements, including, without limitation, those of the SEC or state securities regulatory authorities.

(v) No person or entity other than the Parties and the prospective Subscribers have, or shall have, any lien, claim or security interest in the Escrow Funds or any part thereof. No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof.

(vi) Any deposit with NCPS by NCPS and/or Issuer Party of Cash Investment Instruments pursuant toSection 3 shall be deemed a representation and warranty by Issuer Party that such Cash Investment Instrument represents a bona fide sale to such Subscriber of the amount of Securities set forth therein in accordance with the terms of the Offering Document.

(vii) To the extent Issuer Party will be sharing personal or financial information of a third party with NCPS in connection with this Agreement, Issuer Party shall maintain and obtain the agreement of each such third party, which shall permit the sharing of such third party's information with NCPS and its affiliates and service providers for NCPS and its affiliates and service providers to use, disclose and retain it in connection with this Agreement and the provision of the services hereunder and as required by Law. NCPS shall be a third party beneficiary to such agreement.

(viii) Issuer Party's representations, warranties and covenants are continuing and deemed to be reaffirmed each time Issuer Party provides NCPS with any instructions in connection with the Escrow Account. Issuer Party shall immediately notify NCPS if any representation, warranty or covenant ceases to be true, correct, accurate and complete.

(ix) Issuer Party shall provide NCPS with immediate notice of any Action (as defined below), threatened Action or facts or circumstances that could lead to any Action involving Issuer Party, its agents or the Offering.

(b) NCPS represents, warrants and covenants to Issuer Party as of the Effective Date and at all times during the Term, including, without limitation, at the time of any deposit to or disbursement from the Escrow Funds:

(i) NCPS is an entity duly organized, validly existing and in good standing under the laws of the State of Delaware. NCPS is a broker-dealer registered with the SEC and a member of FINRA and SIPC.

(ii) NCPS has full power and authority to enter into and perform this Agreement. This Agreement has been duly executed by NCPS and constitutes the legal, valid, binding, and enforceable obligation of NCPS, enforceable against NCPS in accordance with its terms.

(iii) NCPS's representations, warranties and covenants are continuing and deemed to be reaffirmed each time Issuer Party provides NCPS with any instructions in connection with the Escrow Account. NCPS shall promptly notify Issuer Party if any representation, warranty or covenant ceases to be true, correct, accurate and complete.

12. **Disclaimer of Advice.** Issuer Party is NCPS's sole customer pursuant to this Agreement. By this Agreement, NCPS is not undertaking to provide any recommendations or advice to any party, including any Subscriber who may be a retail investor, in connection with any offering of securities, NCPS's engagement hereunder or its provision of the services contemplated by this Agreement (including, without limitation, business, investment, solicitation, legal, accounting, regulatory or tax advice). Issuer Party understands that it will be solely responsible for ensuring that any offering and any sale of securities complies with all Law. Issuer Party acknowledges and agrees that it will rely on its own judgment in using NCPS's services.

13. **Survival.** Notwithstanding the expiration or termination of this Agreement or the resignation or removal of NCPS as the facilitator of escrow, the Parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance (or are required to implement such action or forbearance) after such expiration or termination, including, but not limited to, those related to fees and expenses, indemnities, limitations of and exclusions to NCPS's liability, warranties, choice of law, jurisdiction and dispute resolution and such provisions shall remain operative and in full force and effect and shall survive any disbursement of Escrow Funds and the expiration or termination of this Agreement. Except as the context otherwise requires, all representations, warranties and covenants of Issuer Party contained in this Agreement shall be deemed to be representations, warranties and covenants during the Term, and such representations, warranties and covenants shall remain operative and in full force and effect and shall survive the sale of, and payment for, the securities and the expiration or termination of this Agreement to the extent required for the enforcement thereof.

14. **Assignment.** Except as provided in Section 17, no Party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or contract or otherwise, without each other Party's prior written consent; provided NCPS may assign or otherwise transfer its rights, or delegate or otherwise transfer its obligations or performance, under this Agreement pursuant to Section 7 or to an affiliated provider of escrow services or agent without any other Party's consent. Any purported assignment, delegation or transfer in violation of this Section 14 is void. Subject to this Section 14, this Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns irrespective of any change with regard to the name of or the personnel of any Party.

15. **Entirety.** This Agreement incorporates by reference NCPS's and its affiliates' data privacy policies and website terms of use, as posted on NCPS's and its affiliates' website from time to time, with which Issuer Party shall, and shall cause issuers to, comply. This Agreement (including all exhibits, all schedules and NCPS's and its affiliates' data privacy policies and website terms of use) constitutes the sole and entire agreement between the Parties with respect to the acceptance, collection, holding, investment and disbursement of the Escrow Funds and sets forth in their entirety the obligations and duties of NCPS with respect to the Escrow Funds and supersedes and merges all prior and contemporaneous proposals, understandings, agreements, representations and warranties, both written and oral, between the Parties relating to such subject matter.

16. **Amendment; Waiver.** Except as set forth in Section 7, Section 14 and Section 22, no amendment to or modification of this Agreement will be effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. **Term and Termination.**

(a) The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until the first to occur of the final closing of the Offering and/or the disbursement of all amounts in the Escrow Funds or deposit of all amounts in the Escrow Funds into court pursuant to Section 5 or Section 8 hereof ("**Term**"), at which time this Agreement shall terminate and NCPS shall have no further obligation or liability whatsoever with respect to this Agreement or the Escrow Funds.

(b) Notwithstanding, NCPS may terminate this Agreement for cause immediately without notice to Issuer Party upon: (a) fraud, malfeasance or willful misconduct by Issuer Party or any of their affiliates; (b) conduct by Issuer Party or any of their affiliates that may jeopardize NCPS's current business, prospective business or professional reputation; (c) any material breach by Issuer Party of this Agreement if such breach is not cured within 10 days of receipt of written notice thereof (to the extent it can be cured), including, but not limited to, any failure to pay any amount under this Agreement when due; or (d) if Issuer Party ceases regular operations or files any petition or commences any case or proceeding under any provision or chapter of the Federal Bankruptcy Act, the Federal Bankruptcy Code, or any other federal or state law relating to insolvency, bankruptcy or reorganization; the adjudication that Issuer Party is insolvent or bankrupt or the entry of an order for relief under the Federal Bankruptcy Code with respect to Issuer; an assignment for the benefit of creditors; the convening by Issuer Party of a meeting of its creditors, or any class thereof, for purposes of effecting a moratorium upon or extension or composition of its debts; or the failure of Issuer Party generally to pay its debts on a timely basis. Any Party may terminate this Agreement for any other or no reason with 90 days' prior written notice to each other Party.

(c) No termination or expiration of this Agreement shall affect the ongoing obligations of Issuer Party to make payments to NCPS in accordance with the terms hereunder and such obligations shall survive. Amounts that would have become payable had this Agreement remained in effect until expiration of the Term will become immediately due and payable upon termination, and Issuer Party shall pay or shall cause to be paid such amounts, together with all previously-accrued but not yet paid fees, on receipt of NCPS's invoice therefor or as otherwise set forth in Exhibit B, Section 9 or Section 10. In addition, Issuer Party shall remove any and all references to NCPS from any Offering Document, cease use of NCPS intellectual property and no longer refer to NCPS in connection with the offering.

18. **Dealings.** NCPS and any stockholder, director, officer or employee of NCPS may buy, sell and deal in any of the securities of Issuer Party and become pecuniary interested in any transaction in which Issuer Party may be interested, and contract and lend money to Issuer and otherwise act as fully and freely as though it were not the provider of the escrow under this Agreement. Nothing herein shall preclude NCPS from acting in any other capacity for Issuer Party or any other entity.

19. **Compliance with Law; Further Assurances.** The Parties expressly agree that, to the extent that the existing law relating to this Agreement changes, and such change affects this Agreement, they will reform the affected portion of this Agreement to comply with the change. Each Party agrees to perform such further acts and execute such further documents as are necessary to effectuate the purposes of this Agreement.

20. **Choice of Law, Jurisdiction and Dispute Resolution.**

(a) This Agreement shall be governed by and construed under the laws of the State of Delaware, without giving effect to its choice of law, conflict of laws or "borrowing", statutes, rules, principles and precedent. The Parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in the State of Utah, County of Salt Lake.

(b) Each Party acknowledges and agrees that a breach or threatened breach by a Party of any of its obligations under this Agreement may cause any other Party irreparable harm for which monetary damages may not be an adequate remedy and agrees that, in the event of such breach or threatened breach, any other Party will be entitled

to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies and any other remedies set forth in this Agreement are not exclusive and are cumulative in addition to all other remedies that may be available at law, in equity or otherwise.

(c) TO THE FULLEST EXTENT PERMITTED BY LAW, THE COLLECTIVE AGGREGATE LIABILITY OF THE NCPS PARTIES UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, TO ISSUER PARTY, ANY OTHER PARTY OR THIRD PARTY, UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER ARISING OUT OF TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, STRICT LIABILITY, INDEMNIFICATION, BREACH OF STATUTORY DUTY, BREACH OF WARRANTY, RESTITUTION OR OTHERWISE, WHETHER BROUGHT DIRECTLY OR AS A THIRD PARTY CLAIM, SHALL BE LIMITED TO THE LESSER OF (A) $1,000 OR (B) THE AMOUNT OF FEES PAID BY ISSUER PARTY TO AND RECEIVED BY NCPS DURING THE SIX MONTHS PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE ACCRUAL OF THE ACTION.

(d) EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. To the full extent permitted by law, no legal proceeding shall be joined with any other or decided on a class-action basis.

(e) Subject to Section 20(c), in any Action, by which one Party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing Party will pay the prevailing Party's costs and expenses, including, but not limited to, reasonable attorneys' fees.

(f) None of the NCPS Parties shall be liable to any Issuer Party or to anyone else for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or for any costs of procurement of substitution of services or any lost profits, lost business, trading losses, loss of use of data or interruption of business or services arising out of this Agreement, including, without limitation, any breach of this Agreement or any services performed, regardless of the basis of liability.

(g) At NCPS's or its affiliate's determination, a breach under this Agreement by Issuer Party will constitute a default by Issuer Party or its affiliates under any other agreements any of them have then in effect with NCPS or its affiliates and vice versa.

(h) All rights and remedies of NCPS in this Agreement will be in addition to all other rights and remedies available at law or in equity and shall survive any expiration or termination of this Agreement.

21. **Notices; Consent to Electronic Communications.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement ("**notices**") have binding legal effect only if in writing and addressed to a Party as set forth on the signature page hereto (or to such other address that such Party may designate from time to time in accordance with this Section 21). Notices sent in accordance with this Section 21 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; or (c) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. In addition, Issuer Party consents to the receipt of notices electronically via email.

22. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon such determination that any provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

23. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and no Party shall have authority to contract for or bind any other Party in any manner whatsoever.

24. **No Third Party Beneficiaries.** Except as otherwise set forth in Section 9, this Agreement is for the sole benefit of the Parties and, subject to Section 14, their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. NCPS Parties shall be third party beneficiaries as set forth in Section 9.

25. **Interpretation; Headings and References.** The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. Further, the headings used in this Agreement and the references throughout to the policies and documents constituting this Agreement are for convenience only and are not intended to be used as an aid to interpretation. All such references are subject to the full text of such policies and documents. Any decision by NCPS with respect to the interpretation or application of this Agreement shall be final and binding on Issuer Party.

26. **Gender; Number.** Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. If one or more persons or entities constitute "**Issuer Party**", as defined in the introductory paragraph, references to "**Issuer Party**" in this Agreement shall include references to each Issuer Party individually, together and collectively, jointly and severally.

27. **Intellectual Property; Confidential Information.** All trademarks, service marks, patents, copyrights, trade secrets, confidential information, and other proprietary rights of each Party shall remain the exclusive property of such Party, whether or not specifically recognized or perfected under Law. Issuer Party shall not use, disclose or retain confidential information (including personally identifiable information or other account information) of NCPS Parties or any third parties that Issuer Party or its affiliates or their employees, directors, officers, consultants, independent contractors, advisors and auditors may receive or otherwise have access to in connection with the transactions contemplated by this Agreement except as contemplated by this Agreement or the performance hereof. NCPS and its affiliates may retain copies of and disclose and use any data or information collected from or on behalf of any Issuer Party or otherwise up to and throughout this Agreement as may be required in connection with legal, financial or regulatory filings, audits, discussions or examinations or as otherwise required by Law.

28. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Upon execution and delivery of a counterpart to this Agreement by the Parties, each Party shall be bound by this Agreement. A signed copy of this Agreement by facsimile, email or other means of electronic transmission or signature is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

29. **Anti-Money Laundering.**

(a) Issuer Party acknowledges that NCPS is subject to U.S. federal Law, including the CIP requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which NCPS must obtain, verify and record information that allows NCPS to identify customers of NCPS opening accounts. Accordingly, NCPS will ask Issuer Party to provide, and Issuer Party shall provide upon NCPS's request, certain information, including, but not limited to, name, physical address, tax identification number, organizational documents, certificates of good standing, financial statements, licenses to do business and other information that will help NCPS to identify and verify a person's identity.

(b) The Parties agree to comply with all applicable anti-money laundering Law and government guidance, including the reporting, recordkeeping and compliance requirements of the Bank Secrecy Act, as amended by the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2002, Title III of the USA

PATRIOT Act, its implementing regulations, and related SEC, state regulatory organizations and FINRA rules. Each Party shall comply with all other anti-money laundering Law outside of the U.S. applicable to such Party or such Party's activities under this Agreement. Upon NCPS's request, Issuer Party shall provide customary certifications as to Issuer Party's CIP, anti-money laundering program and OFAC Sanctions Compliance Program on which NCPS is entitled to rely.

30. **Privacy.**

(a) Each Party agrees any non-public personal information (as defined in Regulation S-P of the SEC) disclosed to it in connection with this Agreement is being disclosed for the specific purpose of permitting such Party to perform such Party's obligations and the services set forth in this Agreement. Each Party agrees that, with respect to such information, it will comply with Regulation S-P of the SEC, the Gramm-Leach-Bliley Act (15 U.S.C § 6081 et seq.) and all other applicable U.S. privacy Law and it will not disclose any non-public personal information received in connection with this Agreement to any other party (except to the other Party) except to the extent required to carry out this Agreement or as otherwise permitted or required by Law. Each Party shall comply with all other privacy Law outside of the U.S. applicable to such Party or such Party's activities in connection with this Agreement.

(b) Each Party shall: (a) as applicable to such Party, comply with all applicable requirements of the CCPA (as defined below), when collecting, using, retaining or disclosing personal information; (b) limit personal information collection, use, retention and disclosure to activities reasonably necessary and proportionate to the performance of this Agreement or other compatible operational purpose; (c) only collect, use, retain or disclose personal information collected in connection with this Agreement; (d) not collect, use, retain, disclose, sell or otherwise make personal information available for such Party's own commercial purposes or in a way that does not comply with the CCPA, as applicable to such Party; (e) promptly comply with the other Party's request or instruction requiring such Party to provide, amend, transfer or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing; (f) reasonably cooperate and assist the other Party in meeting any compliance obligations and responding to related inquiries, including responding to verifiable consumer requests, taking into account the nature of such Party's processing and the information available to such Party; and (g) notify the other Party immediately if it receives any complaint, notice or communication that directly or indirectly relates to either Party's compliance. For purposes of this Agreement, "**CCPA**" means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General.

31. **Citations.** Any reference to Law are current citations. Any changes in the citations (whether or not there are any changes in the text of such Law) shall be automatically incorporated into this Agreement.

[Signatures appear on following page(s).]

In witness whereof, the Parties have duly executed this Agreement effective as of the Effective Date.

Effective Date: _____

Offering Name: _____

Minimum Offering: _____ (including offline investments and in kind contributions and similar creditable amounts)

Total Offering Amount: _____

Offering Exemption: ☐ Rule 506(b) of Regulation D ☐ Rule 506(c) of Regulation D ☐ Regulation A
☐ Regulation Crowdfunding

ISSUER:

Entity Name: _____

Jurisdiction: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Email: _____

With a copy to: _____

Address: _____

_____

NCPS:

North Capital Private Securities Corporation

Jurisdiction: Delaware

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Email: jdowd@northcapital.com

With a copy to: lharkness@northcapital.com
dwatson@northcapital.com

Address: 623 E. Fort Union Boulevard, Suite 101

Midvale, Utah 84047

MANAGER:

Entity Name: _____

Jurisdiction: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

PLATFORM:

Entity Name: _____

Jurisdiction: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Email: _____

Address: _____

Email: _____

Address: _____

Issuer Party Payment Information:

☐ Use payment information currently on file with NCPS; or

Complete the payment information below:

Credit Card

Name on Card:_____

Credit Card Number: _____

Expiration Date (MM/YY): _____

Billing Address: _____

ACH/Wire Information

Bank Name: _____

Account Holder Name: _____

Routing Number: _____

Account Number: _____

Account Type(Checking/Savings):_____

Billing Contact Person

Name: _____

Email: _____

Telephone Number: _____

EXHIBIT A

CONTINGENT OFFERING

If the Offering is a contingent offering as this term is referenced under Rule 15c2-4 of the Exchange Act ("**Rule**"), the distribution is being made with the express understanding that Escrow Funds are not to be released to Issuer until some further event or contingency occurs, as described in this Exhibit A, in accordance with the Rule.

Investor funds will be promptly deposited in a separate bank escrow account, with NCPS serving as agent for the persons who have the beneficial interests therein, until the appropriate event or contingency has occurred.

Upon certification that all contingencies have been met, the Escrow Funds will be promptly distributed to Issuer. If the contingencies fail to be satisfied as required by the Offering, the Escrow Funds will be returned to the persons or entities entitled thereto.

The following contingencies apply to the Offering (*please check all that apply*):

☐ None.

☐ Issuer KYC, AML, and Bad Actor Check screening are complete for Issuer and all Control Persons of Issuer.

☐ Certain listed events will have occurred prior to closing (*please specify*):

_____

_____

_____

☐ Other contingencies (*please describe*):

_____

_____

_____

EXHIBIT B

FEES AND EXPENSES

Escrow Administration Fee:	$500 set-up and administration for 12 months (or partial period); $250 for each additional 12 months (or partial period)
Issuer Routable Account Number:	$150 per month
Out-of-Pocket Expenses:	Billed at cost
Check Disbursements:	$10.00 per check (incoming/outgoing)
Transactional Costs:	$100.00 for each additional escrow break $100.00 for each escrow amendment $50.00 for reprocessing a closing

Wire Disbursements:	$25.00 per domestic wire (incoming/outgoing) $45.00 per international wire (incoming/outgoing)
ACH Disbursements:	$25.00, plus 0.1% on the amount transferred
ACH Dispute/Chargeback:	$25.00 per reversal/chargeback
ACH Failure Return Fee:	$1.50 per failure/return

Issuer Party shall pay NCPS the Escrow Administration Fee upon execution of this Agreement. In the event the escrow is not funded, the Fee and all related expenses, including attorneys' fees, remain due and payable, and once paid, will not be refunded. Annual fees cover a full year in advance, or any part thereof, and thus are not pro-rated in the year of termination.

Escrow Parties shall pay such fees immediately upon NCPS's demand, or at NCPS's option, NCPS may deduct such fees from any disbursement of Escrow Funds from the Escrow Account as provided in Section 10(d).

The fees quoted in this schedule apply to services ordinarily rendered in the administration of an Escrow Account and are subject to reasonable adjustment based on final review of documents, or when NCPS is called upon to undertake unusual duties or responsibilities, or as changes in law, procedures, or the cost of doing business demand. Services in addition to and not contemplated in this Agreement, including, but not limited to, document amendments and revisions, non-standard cash and/or investment transactions, calculations, notices and reports and legal fees, will be billed as extraordinary expenses and capped at $15,000.

Extraordinary fees are payable to NCPS for duties or responsibilities not expected to be incurred at the outset of the transaction, not routine or customary, and not incurred in the ordinary course of business. Payment of extraordinary fees is appropriate where particular inquiries, events or developments are unexpected, even if the possibility of such things could have been identified at the inception of the transaction.

Unless otherwise indicated, the above fees relate to the establishment of one escrow account. Additional sub-accounts governed by the same Escrow Agreement may incur an additional charge. Transaction costs include charges for wire transfers, checks, internal transfers and securities transactions.

NCPS may increase the amounts set forth in thisExhibit B by providing written notice to Issuer Party such increase to be effective as of such notice, and the fees will be deemed amended accordingly without further notice or consent; provided that Issuer Party may terminate this Agreement pursuant to Section 17.

NCPS may submit any payment information provided to it by an Issuer Party in connection with this Agreement against any fees due from such Issuer Party. Each Issuer Party consents to NCPS retaining and using such payment information for future invoices and as provided in this Agreement. All payments shall be in US dollars in immediately available funds.

**The fees payable under this Agreement, plus the other relevant fees, attributable to any public offering (including any interest thereon), shall be capped at an aggregate amount not to exceed as permitted by applicable FINRA rules*.

ALL FEES AND EXPENSES PAID TO NCPS ARE NON-REFUNDABLE.

Exhibit 10.6

employment agreement

THIS EMPLOYMENT AGREEMENT (this "Agreement"), made and entered into as of the date below and effective October 1, 2022 (the "Effective Date"), by and between **Thumzup Media Corporation** (the "Company") and **Robert Steele** (the "Executive").

R E C I T A L S

WHEREAS, the Company desires to employ Executive in the capacity hereinafter stated, and Executive desires to enter into the employ of the Company in such capacity, on the terms and conditions set forth herein;

WHEREAS, the parties hereto acknowledge that Executive's employment will be "at will"; and

WHEREAS, the Company and Executive desire to set forth in writing the employment relationship that exists between the Company and Executive.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Company and Executive as follows:

1. Employment. The Company hereby employs Executive as the **Chief Executive Officer** (the "Position") and Executive hereby accepts such employment, upon the terms and subject to the conditions set forth in this Agreement.

2. Term of Employment. The period of Executive's employment under this Agreement shall begin as of the Effective Date, and shall continue until the termination of employment pursuant to Section 7 below (the "Employment Period").

3. Duties and Responsibilities. The duties and responsibilities of the Executive shall include the duties and responsibilities as the Company's Board of Directors of the Company (the "Board") may from time to time assign to the Executive.

Executive shall, during the Employment Period, devote Executive's full and undivided attention, business energies and talents to fulfilling the duties of the Position. Nothing in this Section 3 shall prohibit the Executive from: (A) serving as a director or member of any other board, committee thereof of any other entity or organization; (B) delivering lectures, fulfilling speaking engagements, and any writing or publication relating to his area of expertise; (C) serving as a director or trustee of any governmental, charitable or educational organization; (D) engaging in additional activities in connection with personal investments and community affairs, including, without limitation, professional or charitable or similar organization committees, boards, memberships or similar associations or affiliations or (E) performing advisory activities, provided, however, such activities are not in competition with the business and affairs of the Company or would tend to cast Executive in a negative light in the reasonable judgment of the Board.

---

4. Location of Employment. Executive shall work primarily out of the Company's offices, when it chooses to leases them, with travel required as requested by the Board.

5. Compensation.

(a) Base Salary. Subject to the terms and conditions of this Agreement, during the Employment Period, Executive shall receive an annual salary of **$60,000** ("Base Salary") paid in accordance with the Company's normal payroll practices. The Company may make such deductions, withholdings or payments from sums payable to Executive hereunder which are required by law for taxes and similar charges. The Company will review Executive's Base Salary in accordance with the Company's normal payroll procedures.

(b) Annual Bonus. The Executive shall be eligible to receive an annual bonus the ("Annual Bonus") as determined by the Compensation Committee or the Board (the "Compensation Committee"). The Annual Bonus shall be paid by the Company to the Executive promptly after determination that the relevant targets, if any, have been met, it being understood that the attainment of any financial targets associated with any bonus shall not be determined until following the completion of the Company's annual audit and public announcement of such results and shall be paid promptly following the Company's announcement of earnings. In the event that the Compensation Committee is unable to act or if there shall be no such Compensation Committee, then all references herein to the Compensation Committee (except in the proviso to this sentence) shall be deemed to be references to the Board. Upon his termination from employment, the Executive shall be entitled to receive a pro-rata portion of the Annual Bonus calculated based upon his final day of employment, regardless of whether he is employed by the Company through the conclusion of the fiscal quarter or year, as the case may be, on which the Annual Bonus is based.

(c) Equity Awards. The Executive shall be eligible for such grants of awards under a Company incentive plan (or any successor or replacement plan adopted by the Board and approved by the stockholders of the Company, as required by law, or as the Compensation Committee or Board may from time to time determine (the "Share Awards"). Share Awards shall be subject to the applicable plan terms and conditions, provided, however, that Share Awards shall be subject to any additional terms and conditions as are provided herein or in any award certificate(s), which shall supersede any conflicting provisions governing Share Awards provided under such plan.

6. Expenses. The Executive shall be entitled to prompt reimbursement by the Company for all reasonable ordinary and necessary travel, entertainment, and other expenses incurred by the Executive while employed (in accordance with the policies and procedures established by the Company for its senior executive officers) in the performance of his duties and responsibilities under this Agreement; provided, that the Executive shall properly account for such expenses in accordance with Company policies and procedures.

---

7. Benefits.

(a) Vacation. Executive shall be entitled to use as many days per year as permitted by the BOD, or as prescribed by Company policy.

(b) Other Benefits. Executive, when and to the extent eligible pursuant to the terms of any such benefit plan, shall be entitled to participate in such employee benefit plans (e.g., health, dental and life insurance as well as 401k) as those plans may be amended from time to time and as are offered by the Company to its managerial or salaried executive employees and/or its senior executive officers in the sole discretion of the Company. Should Executive elect to participate in any such employee benefit plan, Executive shall be responsible for any and all required employee premiums, contributions, co-insurance and costs associated with said plans.

8. Termination of Employment.

(a) At will Employment. The parties hereto acknowledge that Executive's employment hereunder is "at will", that is, Executive may be terminated by the Company or Executive may voluntarily resign, at any time with or without cause. Absent exigent circumstances, (i) in the event that the Company determines to terminate Executive's employment hereunder, the Company will provide two (2) week's notice prior to such termination and (ii) in the event that Executive determines to terminate his employment hereunder, Executive will provide two (2) week's notice prior to such termination. If either party provides notice of termination, the Company may, in its sole discretion, at any time during the notice period terminate Executive's employment effective immediately in consideration for a lump sum payment for the remainder of the two (2) week notice period. The date upon which any party hereto terminates Executive's employment shall be referred to as the "Termination Date".

Upon the Termination Date, and except as otherwise specifically set forth herein, the Company shall have no obligation to make payments to Executive pursuant to Section 5 hereof, except any accrued but unpaid compensation and as otherwise required by law. In addition, the Company shall reimburse the Executive for expenses incurred pursuant to Section 6 hereof and provide the benefits described in Section 7 hereof for periods after Executive's employment with the Company is terminated.

If the Executive elects to receive Consolidated Omnibus Budget Reconciliation Act ("COBRA") benefits, the Company will pay the premium required for such coverage for the Executive for a period of twelve (12) months from the Termination Date; however, should the Executive become enrolled in health benefits by a subsequent employer prior to twelve (12) months following the Termination Date, the Executive must notify the Company and the Company's obligation to pay COBRA co-payments shall thereupon cease. Notwithstanding anything to the contrary in this Agreement, if the Company determines in its sole discretion that it cannot provide the COBRA premiums without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise or penalty tax, the Company will in lieu thereof provide to the Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that the Executive would be required to pay to continue his group health coverage in effect on the Termination Date, which payments will commence in the month following the month in the Company determines that it cannot provide the COBRA premiums and will end on the earlier of (i) the date the Executive becomes covered by another health plan, or (ii) twelve (12) months following the Termination Date.

(b) Death. Executive's employment hereunder shall terminate upon the death of Executive. The Company shall have no obligation to make payments to Executive pursuant to Section 5 hereof, except any accrued but unpaid compensation and as otherwise required by law. In addition, the Company shall provide reimbursement for expenses incurred pursuant to Section 6 hereof. The Company shall have no obligation to make payments to Executive pursuant to Section 7 hereof except as otherwise required by law or the terms of any applicable benefit plan for periods after the date of Executive's death, payable to Executive's beneficiary, as Executive shall have indicated in writing to the Company (or if no such beneficiary has been designated, to Executive's estate).

9. Non-Disclosure.

(a) Confidential Information. "Confidential Information" means all confidential and proprietary information of the Company, its Affiliates (as defined below), its customers, its prospective customers and its suppliers, whether or not such information is protected by statute, common law, proprietary rights, or otherwise, and including, without limitation: names, addresses, contact persons and other information relating to the Company's or any Affiliate's customers or prospective customers and their personnel and suppliers or prospective suppliers and their personnel; current, past, potential or prospective commissions, premiums, prices, costs, profits, markets, products, services and innovations; business expansion plans, including electronic business development; internal practices and procedures; trade secrets; technologies, developments, inventions or improvements; and any other information relating to the business of the Company, its Affiliates, customers or suppliers.

(b) Disclosure of Confidential Information. As an employee of the Company, Executive will learn and will have access to Confidential Information. Executive acknowledges and agrees that the Company developed this Confidential Information at significant expense, it is proprietary to the Company, and it is and shall remain the exclusive property of the Company. Executive further acknowledges and agrees that the Confidential Information is highly valuable and proprietary to the Company and that the disclosure of any such Confidential Information to third parties or the otherwise unauthorized use of the Confidential Information by Executive would cause the Company serious and irreparable harm. Accordingly, Executive agrees not to, without the express, written consent of the Company, while engaged by the Company as an Executive or after such engagement, disclose, copy, make any use of, or remove from the Company's premises the Confidential Information except as required in the performance of Executive's duties and responsibilities to the Company. Upon Executive's termination as an employee of the Company, Executive shall immediately deliver to the Company any Confidential Information and all copies thereof, whether in hard copy, computerized or other form, which are in the possession or control of Executive.

(c) Disclosure of Customer and Advertiser Confidential Information. As an employee of the Company, Executive will also learn and will have access to Confidential Information belonging to the Company's customers and advertisers. Executive agrees not to, without the express, written consent of the Company, either while engaged by the Company or thereafter, disclose, copy, make any use of, or remove from the Company's premises Confidential Information of the Company's customers or suppliers except as may be required in the performance of Executive's duties and responsibilities as an employee of the Company.

"Affiliate" shall mean with respect to any person, any other person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with, such first mentioned person. As used in this definition of Affiliate, the term "control" (including "controlled by", or "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, as trustee, by contract, or otherwise.

10. Technology Ownership. Executive hereby assigns to the Company all inventions, discoveries, designs, trade secrets, formulae, processes, methods, techniques, mask works, improvements, developments, concepts, computer programs, databases and works which Executive has previously made, make, or acquire during the Employment Period, whether or not during working hours and whether made solely or jointly with others, that (1) are related to the Business (as defined below) of the Company at the time they are made or acquired, or (2) are made using the equipment, supplies, facilities, or proprietary information of the Company, as well as all patents, patent applications, copyrights, copyright registrations and all other intellectual property rights which cover, protect or are embodied in any of the foregoing.

"Business" shall mean any business which engages in the setup, scheduling, management or planning of conferences or events, and any other business in which the Company may engage during the term of Executive's engagement.

11. Remedies. Executive acknowledges that the Company may be irreparably injured by a violation of Sections 9 or 10 and agrees that the Company shall be entitled to an injunction restraining Executive from any actual or threatened breach of Sections 9 or 10 or to any other appropriate equitable remedy without bond or other security being required. Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement, to recover damages and costs (including reasonable attorney's fees and expenses) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor.

12. Severability; Enforceability. If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability only, and the remaining terms and provisions of this Agreement shall continue in

full force and effect. The Company and Executive desire and intend that the restrictions be given effect to the maximum extent permitted by law and equity. They therefore respectfully request that any restriction determined to be overbroad in any manner shall be interpreted or reformed to give that restriction the maximum effect permissible by applicable law and equity, and Executive agrees to the enforcement of the restriction as so modified.

13. Waiver of Breach. The waiver by either the Company or Executive of a breach of any provision of this Agreement shall not operate as or be deemed a waiver of any subsequent breach by either the Company or Executive.

14. Successors. This Agreement shall be binding on, and inure to the benefit of, the Company and its successors and assigns, including any person acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or substantially all of the Company's assets and business.

15. Nonalienation. The interests of Executive under this Agreement are not subject to the claims of Executive's creditors other than the Company, and may not otherwise be voluntarily or involuntarily assigned, alienated or encumbered except to Executive's beneficiary or estate upon his/her death and except as otherwise required by law. Any attempted assignment in violation of this provision shall be void.

16. Notices. Any notice given by a party under this Agreement shall be in writing and shall be deemed to be duly given (i) when personally delivered, or (ii) upon delivery by Federal Express, United States Express Mail or similar overnight courier service which provides evidence of delivery, or (iii) when delivered by facsimile transmission if a copy thereof is also delivered in person or by overnight courier.

Notice to the Company shall be sufficient if given to:
Robert Haag
RHaag@Thumzupmedia.com

Notice to Executive will be sufficient if given to:
Robert Steele
RSteele@Thumzupmedia.com

17. Amendment. This Agreement may not be amended or canceled except by mutual agreement of the parties in writing.

18. No Third Party Beneficiaries. Except for Section 8(b), nothing in this Agreement is intended, nor shall it be construed, to confer any rights or benefits upon any person other than the parties hereto, and no other person shall have any rights or remedies hereunder.

19. Complete Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all previous negotiations, commitments, and writings relating to the subject matter hereof.

20. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflict of laws principles thereof. The parties consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California for the purpose of any suit, action or other proceeding arising out of or otherwise related to this Agreement, and expressly waive any and all objections they may have as to venue in any such courts.

21. Section Headings. The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.

22. Rules of Construction. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa.

23. Counterparts. This Agreement may be executed in one or more counterparts (including by way of facsimile, e-mail or other means of electronic transmission) and all such counterparts shall constitute one and the same instrument.

24. Arbitration. If a dispute arises under this Agreement that cannot be resolved informally by the parties, a party to the dispute shall invoke the procedures set forth in this Section 24. All disputes shall be solely and finally determined by arbitration in by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's award shall be final and binding on the parties; provided, however, that the arbitrator shall base his/her or his/her award on applicable law and judicial precedent, shall include in such award the findings of fact and conclusions of law upon which the award is based, and shall not grant any remedy or relief that a court could not grant under applicable law. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof; provided, however, that nothing herein shall impair the Company's right to seek equitable relief from a court of competent jurisdiction for a breach or threatened breach of Section 9 or 10 hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Executive and the Company have executed this Employment Agreement as of the day and year first above written.

THUMZUP MEDIA CORPORATION:

By: _____
Name: Robert Haag
Title: Director

DATE: _____

EXECUTIVE:

_____
Name: Robert Steele
Title: Chief Executive Officer

DATE: _____

Exhibit 11.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use of our report dated March 17, 2022, on the financial statements of Thumzup Media Corporation as of December 31, 2021, and 2020, and for the year ended December 31, 2021 and for the period October 27, 2020 (date of inception) through December 31, 2020, included herein on the Regulation A Offering Circular of Thumzup Media Corporation on Form 1-A.

/s/ Haynie & Company
Salt Lake City, Utah
November 17, 2022