

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

Form S-1
REGISTRATION STATEMENT
Under
The Securities Act of 1933

Thumzup Media Corporation
(Exact name of Registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)

511210
(Primary Standard Industrial
Classification Code Number)

85-3651036
(IRS Employer
Identification No.)

Thumzup Media Corporation
711 S. Carson Street Suite 4
Carson City, Nevada 89701
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Robert Steele
Chief Executive Officer
711 S. Carson Street Suite 4
Carson City, Nevada 89701
(310) 237-2887
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Please send copies of all communications to:

with a copy to:

Law Offices Aaron A. Grunfeld & Associates
9454 Wilshire Boulevard, Suite 600,
Beverly Hills, California 90212
Attention: Aaron A. Grunfeld, Esq.
(310) 788-7577

Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to Be Registered(1)	Proposed Maximum Offering Price per Share	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
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Common Stock, \$0.001 par value per share	2,765,438	\$	\$1.00	\$	2,765,438	\$	302.21
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(1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Commission acting pursuant to said Section 8(a) may determine.

The information in this prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

**PRELIMINARY PROSPECTUS
SUBJECT TO COMPLETION, DATED APRIL 2021
Thumzup Media Corporation
2,765,438 shares of Common Stock**

This prospectus relates to the registration of the resale of up to **2,765,438** shares of our common stock by our shareholders identified in this prospectus (“Selling Shareholders”). Unlike an initial public offering (“IPO”), the resale by the Selling Shareholders is not being underwritten by any investment bank. The Selling Shareholders may, or may not, elect to sell their shares of common stock covered by this prospectus, as and to the extent they may determine. See the section titled “Plan of Distribution.” If the Selling Shareholders choose to sell their shares of common stock, we will not receive any proceeds from the sale of shares of common stock by the Selling Shareholders. No public market for our common stock currently exists and no assurance can be given that one will develop. The Selling Shareholders may sell or otherwise dispose of the shares of common stock covered by this prospectus in a number of different ways and at varying prices. We provide more information about how the Selling Shareholders may sell or otherwise dispose of their shares of common stock in “Plan of Distribution” on page 36. Discounts, concessions, commissions and similar selling expenses attributable to the sale of shares of common stock covered by this prospectus will be borne by the selling shareholders. We will pay the expenses incurred in registering the shares of common stock covered by this prospectus, including legal and accounting fees. We will not be paying any underwriting discounts or commissions in this offering.

We are an “emerging growth company” as that term is used in the Jumpstart our Business Startups Act of 2012, and as such, have elected to comply with certain reduced public company reporting requirements for this prospectus and future filings. We are a recently formed startup company with an untested business plan and no revenue. No assurance can be given that we will ever be profitable. See “Risk Factors – Risks Related to our Common Stock and this Offering.”

Investing in our common stock involves very high risks including a risk of complete loss of your investment. See “Risk Factors” beginning on page 6 to read about factors you should consider before buying shares of our common stock.

We have not registered or qualified the sale of the shares under the securities laws of any state. Brokers or dealers effecting transactions in the shares of common stock offered hereby should confirm that the shares have been registered under the securities laws of the state or states in which sales of the shares occur as of the time of such sales, or that there is an available exemption from the registration requirements of the securities laws of such states.

You should not assume that the information in this prospectus, or any supplement to this prospectus, is accurate at any date other than the date indicated on the cover page of this prospectus or any supplement to it.

Neither the Securities and Exchange Commission (the “SEC”) nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2021

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No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this prospectus. You must not rely on any unauthorized information or representations. This prospectus is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.

Market data and certain industry data and forecasts used throughout this prospectus were obtained from internal company surveys, market research, consultant surveys, publicly available information, reports of governmental agencies and industry publications and surveys. Industry surveys, publications, consultant surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed. We have not independently verified any of the data from third party sources, nor have we ascertained the underlying economic assumptions relied upon therein. Similarly, internal surveys, industry forecasts and market research, which we believe to be reliable based on our management's knowledge of the industry, have not been independently verified. Forecasts are particularly likely to be inaccurate, especially over long periods of time. In addition, we do not necessarily know what assumptions regarding general economic growth were used in preparing the forecasts we cite. Statements as to our market position are based on the most currently available data. While we are not aware of any misstatements regarding the industry data presented in this prospectus, our estimates involve risks and uncertainties and are subject to change based on various factors, including those discussed under the heading "Risk Factors" in this prospectus.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus and may not contain all of the information that you should consider before investing in the shares. You are urged carefully to read this prospectus in its entirety, including the information under "Risk Factors" and our financial statements and related notes included elsewhere in this Prospectus before investing in our common stock.

Our Company

Overview

As used herein, "we," "us," "our," the "Company," "Thumzup," means Thumzup Media Corporation unless otherwise indicated. Thumzup operates in a single business segment which is social media marketing. Thumzup has a mobile iPhone and Android application called "Thumzup" that connects brands and people who use and love these brands. For the advertiser, Thumzup activates real people to post real product reviews and testimonials on social media.

Thumzup™ is building an influencer and gig economy community around its Thumzup mobile app that will generate scalable word-of-mouth product posts and recommendations for advertisers on social media. Our Thumzup mobile app is designed to connect advertisers with individuals who are willing to promote their products online and offline.

Micro Influencer Software Technology

Our Services. The Thumzup mobile app enables a user to select a brand that they want to post about on social media. Pending completion and screening, our Thumzup app will be downloadable at no cost to a user from the Apple Store and Android Play Store. Once the Thumzup user selects the brand and takes a photo using the Thumzup app, the Thumzup app posts the photo and a caption to the user's social media accounts. For the advertiser, the Thumzup app and platform enables brands to get real people to promote their products to their friends, rather than displaying banner ads that people are tuning out.

Business Model

Thumzup pays users a monetary amount per screened post. Thumzup will facilitate screening of posts that have no inappropriate language or images so that images and text can represent our clients in a positive and commercially favorable manner. Advertisers can set spending caps per user, per day, per week, per month and per campaign. Thumzup users, at their option, will be paid through services such as Venmo, PayPal, Apple Pay, Google Pay or equivalent at their time of choosing.

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 payout \$8 per post to Thumzup users, would purchase the posts for \$10.00 each or \$1,000,000. The users in this illustration would receive a total of \$800,000 and Thumzup would retain \$200,000 for its services. The Thumzup platform would facilitate 100,000 posts for the advertiser from Thumzup users sharing with their friends about their endorsed products on social media.

Setup Fee. Our business plan calls for Thumzup advertisers to pay a setup fee. The setup fee is used to cover any costs associated with onboarding the advertiser.

FTC disclosure. The Federal Trade Commission requires that paid posts are disclosed. Thumzup includes #ad to every post to comply with these FTC requirements.

Our Industry

We sell our services into the rapidly growing subset of online advertising called "influencer marketing", which is forecasted to grow at a compounded annual growth rate, or CAGR, of more than 28%. As social media influencers become more plentiful and proven, brand dollars have flooded into the space. Brands are set to spend up to \$15 billion on influencer marketing by 2022, according to Insider Intelligence estimates, based on Mediakix data^[1].

We sign up everyday people and gig economy workers who like specific brands and send them opportunities to be paid as they post about these brands or services on social media. We believe that our management has the sales relationships, legal and technology expertise to rapidly grow the business.

Competitive Features

We view our app's competitive features to be based on our mobile app and platform being designed specifically for acquiring and retaining social media users who do not see themselves as professional influencers and who are willing to be paid to post about products they like on their personal social networks. Our Thumzup app was designed to permit aggregating large numbers of users with limited social media followings rather than servicing fewer users with large numbers of followers as do almost all of the other current companies operating in the influencer space. The Thumzup app has been designed to interest and retain these types of users who have high trust relationships on their social media networks which we believe advertisers value. We believe that our app has unique features that are designed to manage and control the amount that our clients spend on campaigns on our platform. We are unaware of other competitors who deploy apps having these features. These features are not currently protected by patents so we face the risk that other companies, having greater financial resources and more significant penetration to advertising markets, could develop apps having similar or enhanced features which could negatively impact our operations.

Our Corporate Information

Thumzup Media Corporation is located at 711 S. Carson Street Suite 4 Carson City, Nevada 89701. Our telephone number is 1 (310) 237-2887 and our Internet website address is www.thumzupmedia.com. We expect the website to enable the unattended onboarding of new customers in the second quarter of 2021. The information contained on, or that can be accessed through, our website is not a part of this prospectus. We have applied for a trademark for “Thumzup.” We own the source code for the Thumzup applications on the iPhone iOS and the Android. We also own the source code for the “backend” system that administrates the Thumzup app, tracks payments and advertising campaigns.

Recent Developments

In November 2020, we issued senior secured convertible promissory notes (“Notes”) having an aggregate principal amount of \$215,000 to four entities. These Notes bear interest at eight percent per year, are convertible into shares of our common stock at \$0.11 per share, with interest also payable in kind at the option of the note holder. The conversion price per share is subject to adjustments upon stock splits, stock dividends or if we issue common stock or a security that is convertible into common stock, at a price lower than the net receipt to the company of \$0.11 per share. The Notes are due in November 2021 and are secured by all our assets including all intellectual property now owned by us or which subsequently may be developed or created for the promotion of our operations and business. Our principal shareholders have pledged their shares of common stock as additional collateral for our obligations to secure the terms and covenants relating to these Notes. We are obligated to register the shares of common stock issuable to holders of the Notes under the registration statement of which this prospectus is a part. See “Selling Shareholders”.

Subsequent to December 31, 2020, we sold 724,500 shares at \$1.00 per share and 30,000 shares at \$.001 par value to the Selling Shareholders in various transactions exempt from the registration requirements of the Securities Act of 1933, as amended, yielding us gross proceeds of \$724,530.

About This Offering

This prospectus relates to the resale by the selling shareholders identified in this prospectus of up to 2,765,438 shares of common stock inclusive of 2,010,938 shares issuable upon conversion of promissory notes and accrued interest through March 31, 2021 See “Selling Shareholders.” We have 5,754,500 shares issued and outstanding as of April 28, 2021 before giving effect to conversion of the Notes inclusive of accrued interest. The Selling Shareholders may sell their shares of common stock from time to time at prevailing market prices or in private transactions arranged by them. We will not receive any proceeds from the sale of the shares of common stock by the Selling Shareholders.

[1] <https://www.businessinsider.com/influencer-marketing-report#:~:text=The%20influencer%20marketing%20industry%20is,gold%20standard%20for%20the%20group>

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Common Stock Registered for Selling Shareholders Common Stock Outstanding at April 28, 2021 Common Stock (fully diluted) *	2,765,438 shares 5,754,500 shares 7,765,438 shares
Terms of the Offering	The Selling Shareholders may offer and sell shares of our common stock, to or through one or more underwriters, dealers and agents, or directly to purchasers, on a continuous or delayed basis.
Use of Proceeds	We will not receive any proceeds from the sale of common stock offered by the Selling Shareholders under this prospectus.
Risk Factors	An investment in our securities involves a high degree of risk. See “Risk Factors” beginning on page 4 of this prospectus and other information included in this prospectus for a discussion of factors you should carefully consider before deciding to invest in our common stock.

*Gives effect to 2,010,938 shares issuable upon conversion of senior convertible promissory notes inclusive of accrued interest. See “Selling Shareholders.”

Selected Financial Information

	Period October 27, 2020 (date of inception) to December 31, 2020	
Selected Income Statement Data:		
Expenses	\$	3,783
Loss from Operation	\$	(3,783)
Net Loss	\$	(3,783)
Net Loss per Common Share:		
Basic	\$	0.00
Fully Diluted	\$	0.00
Cash Dividend per Common Share		
Selected Balance Sheet Data:		
Cash and cash equivalents	\$	101,317
Restricted Cash	\$	100,000
Total Assets	\$	211,317
Senior Secured Convertible Promissory Notes	\$	215,000
Shareholders’ Deficit	(\$)	5,687

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RISK FACTORS

An investment in our common stock involves a high degree of risk. The risks described below include all material risks to our company or to investors in this offering that are known to our company. You should carefully consider such risks before participating in this offering. If any of the following risks actually occur, our business, financial condition and results of operations could be materially harmed. As a result, should a trading market develop, as to which no assurance can be given, the trading price of our common stock could decline, and you might lose all or part of your investment. When determining whether to buy our common stock, you should also refer to the other information in this prospectus, including our financial statements and the related notes included elsewhere in this prospectus.

Risks Relating to Our Business

In addition to the other information in this prospectus, you should carefully consider the following factors in evaluating us and our business. This prospectus contains, in addition to historical information, forward-looking statements that involve risks and uncertainties, some of which are beyond our control. Should one or more of these risks and uncertainties materialize or should underlying assumptions prove incorrect, our 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 prospectus, including the documents incorporated by reference.

There are risks associated with investing in companies such as ours who are primarily engaged in research and development. In addition to risks which could apply to any company or business, you should also consider the business we are in and the following:

Source and Need for Capital.

We are a recently formed pre-revenue company with an unproven business plan. We have principally funded our operations through the sale of senior secured convertible promissory notes in the aggregate principal amount of \$215,000 and the sale of common stock yielding us gross proceeds of approximately \$724,530. As we move forward in developing our technology and commercializing our Thumzup app, or as we respond to potential opportunities and/or adverse events, our working capital needs may change. Pending our ability to generate adequate cash flow, as to which no assurance can be given, we 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 we will require additional funding to sustain our ongoing operations and to continue our research and development activities.

Our ability to generate positive cash flow will be dependent upon our ability to recruit and retain advertisers and users. We can give no assurances we will generate sufficient cash flows in the future to satisfy our liquidity requirements or sustain continuing operations, or that additional funding, if required, will be available when needed or, if available, on favorable terms. No assurance can be given that we will generate adequate or any proceeds from this offering.

History of Operating Losses.

We were formed in October 2020 and have not yet established profitable operations or generated revenue. Since October 27, 2020, (date of inception) through December 31, 2020, we have incurred \$5,687 in net losses due to \$2,783 in software research and development expenses \$1,000 in general and administrative expenses, and \$1,904 in interest expense.

We expect to continue to incur losses from operations and negative cash flows, which raise substantial doubt about our ability to continue as a Going Concern.

We anticipate incurring additional losses until such time, if ever, we can obtain adequate advertiser support and user acceptance. Substantial additional financing will be needed to fund our development, marketing and sales activities and generally to commercialize our technology and develop brand support and user acceptance. These factors raise substantial doubt about our ability to continue as a going concern.

We 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 we 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 our ability to pay dividends or make other distributions to shareholders. If we are unable to obtain such additional financing, future operations would need to be scaled back or discontinued. Due to the uncertainty in our ability to raise capital, we believe that there is substantial doubt as to our ability to continue as a going concern.

Our independent registered public accounting firm's reports for the period October 27, 2020 (date of inception) to December 31, 2020 have raised substantial doubt as to our ability to continue as a "going concern."

Our independent registered public accounting firm indicated in its report on our audited financial statements as of and for the period October 27, 2020 (date of inception) to December 31, 2020 that there is substantial doubt about our ability to continue as a going concern. A "going concern" opinion indicates that the financial statements have been prepared assuming we 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 we do not continue as a going concern. Therefore, you should not rely on our 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 our financial statements may have an adverse impact on the relationships we are developing and plan to develop with third parties as we continue the commercialization of our products and could make it challenging and difficult for us to raise additional financing, all of which could have a material adverse impact on our business and prospects and result in a significant or complete loss of your investment.

There is no assurance that we will ever be profitable or that debt or equity financing will be available to us in the amounts, on terms, and at times deemed acceptable to us, if at all. The issuance of additional equity securities by us would result in a significant dilution in the equity interests of our current shareholders. Obtaining commercial loans, assuming those loans would be available, would increase our liabilities and future cash commitments. If we are unable to obtain financing in the amounts and on terms deemed acceptable to us, we may be unable to continue our business, as planned, and as a result may be required to scale back or cease operations for our business, the results of which would be that our 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 we be unable to continue as a going concern.

The recent outbreak of COVID-19 may have a significant negative impact on our business, sales, results of operations and financial condition.

The outbreak of the COVID-19 pandemic continues to affect the United States of America and the world, including in the primary regions in which we will operate. Many State Governors issued temporary Executive Orders in 2020, which continue to remain effective in many states that, among other stipulations, effectively limit in-person work activities for most industries and businesses having the effect of suspending or severely curtailing operations. Many of these orders are in the process of being lifted.

Additionally, our 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 our 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 our cash position and capital structure.

The extent to which the COVID-19 outbreak could ultimately impacts our 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 subsided, we may continue to experience significant impacts to our business as a result of its global economic impact, including any economic downturn or recession that has occurred or may

occur in the future.

We may not generate sufficient cash flows to cover our operating expenses.

As noted previously, we have incurred operating losses since inception and expect to continue to incur losses as a result of expenses related to research and continued development of our technology, marketing expense, corporate general and administrative expenses and interest on the senior secured convertible promissory notes. Our 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 our subsequent issuances during 2021 of 724,500 shares of common stock at \$1.00 per share and 30,000 shares at \$0.001 par value for gross proceeds of \$724,530.

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As of December 31, 2020, we had accumulated deficit of \$5,687, cash and cash equivalents of approximately \$101,317, restricted cash of \$100,000, and shareholders' deficit and accumulated deficit of \$5,687. Although we have as of April 29, 2021 cash on hand of \$698,872 there is no assurance that these funds will prove adequate beyond twelve months.

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

Security breaches and other disruptions could compromise our information and expose us to liability, which would cause our business and reputation to suffer.

In the ordinary course of our business, we may collect and store sensitive data, including intellectual property, our proprietary business information, proprietary business information of our customers, including, credit card and payment information, and personally identifiable information of our customers and employees. The secure processing, maintenance, and transmission of this information is critical to our operations and business strategy. As such, we are 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 our agreements with certain customers require us 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, which we refer to as 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 our ability to operate or expand our business. Such laws and regulations require or may require us or our customers to implement privacy and security policies, permit consumers to access, correct or delete personal information stored or maintained by us or our customers, inform individuals of security incidents that affect their personal information, and, in some cases, obtain consent to use personal information for specified purposes.

We intend to take reasonable steps to protect the security, integrity and confidentiality of the information we collect, use, store, and disclose, and we take steps to strengthen our security protocols and infrastructure, however, our information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance, or other disruptions. We 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 our operations, damage to our reputation, a loss of confidence in our business, early termination of our contracts and other business losses, indemnification of our 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 our business any of which could adversely affect our business, revenues, and competitive position.

We are dependent on third parties to, among other things, maintain our servers, provide the bandwidth necessary to transmit content, and utilize the content derived therefrom for the potential generation of revenues.

We depend on third-party service providers, suppliers, and licensors to supply some of the services, hardware, software, and operational support necessary to provide some of our 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 we desire 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 we need in a timely manner, at our specifications and at reasonable prices, our 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 our ability to serve our users. These events could materially and adversely affect our ability to retain and attract users, and have a material negative impact on our operations, business, financial results, and financial condition.

Because we do not intend to pay any cash dividends on our shares of common stock in the near future, our shareholders will not be able to receive a return on their shares unless and until they sell them.

We intend to retain a significant portion of any future earnings to finance the development, operation and expansion of our business. We do not anticipate paying any cash dividends on our common stock in the near future. The declaration, payment, and amount of any future dividends will be made at the discretion of our 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 our 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 our board of directors determines to pay dividends, our shareholders will be required to look to appreciation of our common stock to realize a gain on their investment. There can be no assurance that this appreciation will occur.

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We are dependent on key personnel.

Our continued success will depend, to a significant extent, on the services of our directors, executive management team, and key personnel. If one or more of these individuals were to leave, there is no guarantee we 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 our ability to execute our business plan, maintain important business relationships and complete certain product development initiatives, which would have a material adverse effect on our business, results of operations and financial conditions.

We are 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 we intend to operate.

We were formed in Nevada in October 2020. We will encounter difficulties, including unforeseen difficulties as an early-stage, pre-revenue company in establishing the credibility of our brand and service.

We will incur net losses in the foreseeable future if we are unable to anticipate market trends and match our service offerings to market patterns. Our business strategy is unproven, and we may not be successful in addressing early-stage challenges, such as establishing our position in the market and developing effective marketing of our Thumzup app. To implement our business plan, we will be required to obtain additional financing. We cannot guaranty that such additional financing will be available.

Our 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 app users with limited number social media followers endorse products or services at a level that advertisers will seek to fund and support. We expect to continue to incur significant operating and capital expenditures and, as a result, we expect significant net losses in the future. We cannot assure that we 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 we believe that our business strategy addresses an underserved but significant niche of market segment utilizing an important users or consumers whom we define as “micro-influencers,” we may not be successful in the implementation of our business strategy or our business strategy may not be successful, either of which will impede our development and growth. Our business strategy involves attracting a large number of users who are active in social media and who are willing to make recommendations over our Thumzup app with advertisers who find our service cost effective in generating sales and market support. Our ability to implement this business strategy is dependent on our ability to:

- predict concerns of advertisers;
- identify and engage advertisers;
- convince a large number of end users to adopt our Thumzup mobile application;
- establish brand recognition and customer loyalty; and
- manage growth in administrative overhead costs during the initiation of our business efforts.

We do not know whether we will be able to successfully implement our business strategy or whether our business strategy will ultimately be successful. In assessing our ability to meet these challenges, a potential investor should consider our lack of operating history and brand recognition, our focus on nano-influencer users, management’s relative inexperience, the competitive conditions existing in our industry and general economic conditions and consumer discretionary spending habits. Our growth is largely dependent on our ability to successfully implement our business strategy. Our revenue may be adversely affected if we fail to implement our business strategy or if we divert resources to a business strategy that ultimately proves unsuccessful.

We have not yet established brand identity and customer loyalty

We believe that establishing and maintaining brand identity and brand loyalty is critical to attracting and retaining active users to our Thumzup app program. In order to attract Thumzup app users to our program quarter over quarter, we may need to spend substantial funds to create and maintain brand recognition among Thumzup app users. If our branding efforts are not successful, our ability to earn revenues and sustain our operations will be materially impaired.

Promotion and enhancement of our Thumzup app will also depend on our success in consistently providing high-quality, ease of use, fun to share products or recommend services to our app users. Since we rely on technology partners to provide portions of the service to our customers, if our suppliers do not send accurate and timely data, or if our customers do not perceive the products we offer as attractive or superior, the value of our 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 our business, results of operations and financial condition.

We cannot assure you that our 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 our service offerings primarily depends on the interest of end users joining our service, as to which we cannot assure you. In general, achieving market acceptance for our services will require substantial marketing efforts and the expenditure of significant funds, the availability of which we cannot assure you, to create awareness and demand among customers. We have limited financial, personnel and other resources to undertake extensive marketing activities. Accordingly, no assurance can be given as to the acceptance of our app services or our ability to generate the revenues necessary to remain in business.

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

While platforms are in operation for professional or large-scale influencers, to our 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 our service offerings primarily depends on the interest of end users and advertisers joining our 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 our market targeting micro-influencers, our 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. We have limited financial, personnel and other resources to undertake additional marketing activities. Accordingly, we may be unable to compete, our operations may suffer and we may suffer greater losses.

Although we may own various intellectual property rights, these rights may not provide us with any competitive advantage

We use “ThumzupTM” as a brand name however, we cannot assure you that the services we sell, or that our brand name will not infringe on the intellectual property rights of others, or that our 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 we cannot assure that others will not independently develop substantially similar products.

We cannot assure that our available funds will be sufficient to meet our anticipated needs for working capital and capital expenditures through any period of twelve months.

Our future financial results are uncertain and our 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 our lack of operating history, we are unable to forecast market penetration or anticipated revenue and we have little historical financial data upon which to base planned operating expenses. We base our current and future expense levels on our operating plans and estimates of future expenses. Our expenses are dependent in large part upon expenses associated with our proposed marketing expenditures and related overhead expenses, and the costs of hiring and maintaining qualified personnel to carry out our respective services. Sales and operating results are difficult to forecast because they will depend on the growth of our customer base, changes in customer demands based on consumer trends, the degree of utilization of our advertising services as well as the mix of products and services sold by our advertisers.

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

Our ability to succeed will depend on the ability of our management to control costs

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

Our officers and directors are engaged in other activities that could have conflicts with our business interests.

The potential for conflicts of interest exists among us and affiliated persons for future business opportunities that may not be presented to us. Our officers and directors may engage in other activities. Our 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. Our officers and directors, however, believe that we will have sufficient staff, consultants, employees, agents, contractors, and managers to adequately conduct our business.

Our officers, directors and employees are entitled to receive compensation, payments and reimbursements, regardless of whether we operate at a profit or a loss.

Our founders have agreed to take no salaries, consulting fees, loans or payment of any kind until there has been satisfaction of certain conditions that are disclosed below. See "Certain Relationships and Related Transactions." Any compensation received by our officers, management personnel, and directors, and for our Founders, following satisfaction of the conditions mentioned, will be determined from time to time by our Board of Directors. Our officers, directors and management personnel will be reimbursed for any out-of-pocket expenses incurred on our behalf.

Risks Related to our Common Stock and this Offering

An active trading market for our common stock may not develop.

Our common stock has not been listed on any national securities exchange prior to this offering and has not been quoted on The OTC Bulletin Board or any other marketplace. We cannot predict the extent to which investor interest in us will lead to the development of an active public trading market or how liquid that public market may become.

Additionally, because the initial quoted price of our common stock is likely to be less than \$5.00 per share, our common stock may be considered a "penny stock," and trading in our common stock is subject to the requirements of Rule 15c-9 under the Exchange Act. Under this rule, broker/dealers who recommend low-priced securities to persons other than established customers and accredited investors must satisfy special sales practice requirements, including making an individualized written suitability determination for the purchaser and receiving the purchaser's written consent prior to the transaction. Securities and Exchange Commission regulations also require additional disclosure in connection with any trades involving a "penny stock," including the delivery, prior to any penny stock transaction, of a disclosure schedule explaining the penny stock market and its associated risks. These requirements severely limit the liquidity of securities in the secondary market because few brokers or dealers are likely to undertake these compliance activities and this limited liquidity will make it more difficult for an investor to sell his shares of our common stock in the secondary market should the investor wish to liquidate the investment. In addition to the applicability of the penny stock rules, other risks associated with trading in penny stocks could also be price fluctuations and the lack of a liquid market.

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

You will incur immediate and substantial dilution as a result of this offering. After giving effect to the registration by us of 2,765,438 shares, the conversion of the senior secured convertible promissory notes, investors in this offering can expect an immediate dilution of approximately \$0.89 per share. See "Dilution" on page 14 of this prospectus for a more detailed discussion of the dilution you will incur if you purchase our 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.

Our 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 our results of operations or enhance the value of our common stock. Our failure to apply these funds effectively could have a material adverse effect on our business and cause the price of our common stock to decline.

Our stock price may be volatile, which could result in substantial losses to investors and litigation.

In addition to changes to market prices based on our results of operations and the factors discussed elsewhere in this "Risk Factors" section, the market price of and trading volume for our common stock may change for a variety of other reasons, not necessarily related to our 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 our 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 our common stock to fluctuate significantly include:

- the results of operating and financial performance and prospects of other companies in our industry;
- strategic actions by us or our competitors, such as acquisitions or restructurings;
- announcements of innovations, increased service capabilities, new or terminated customers or new, amended or terminated contracts by our competitors;
- the public's reaction to our 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 us or market opportunities in the telecommunications services and staffing industry;
- changes in government policies in the United States and, as our international business increases, in other foreign countries;

- changes in earnings estimates or recommendations by securities or research analysts who track our common stock or failure of our actual results of operations to meet those expectations;
- market and industry perception of our success, or lack thereof, in pursuing our growth strategy;
- changes in accounting standards, policies, guidance, interpretations or principles;
- any lawsuit involving us, our services or our products;
- arrival and departure of key personnel;
- sales of common stock by us, our investors or members of our 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 our common stock and could seriously harm the market price of our common stock, regardless of our operating performance. This may prevent you from being able to sell your shares at or above the price you paid for your shares of our 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. Our involvement in any class action suit or other legal proceeding could divert our senior management's attention and could adversely affect our business, financial condition, results of operations and prospects.

The sale or availability for sale of substantial amounts of our common stock could adversely affect the market price of our common stock.

Sales of substantial amounts of shares of our common stock after the completion of the offering, or the perception that these sales could occur, could adversely affect the market price of our common stock and could impair our future ability to raise capital through common stock offerings. Following this offering, our executive officers and directors will still beneficially own, collectively, a substantial percentage of our outstanding common stock. If one or more of them were to sell a substantial portion of the shares they hold, it could cause our stock price to decline.

We are controlled by a small group of our existing shareholders, whose interests may differ from other shareholders. Our executive officers and directors will significantly influence our activities, and their interests may differ from your interests as a shareholder.

Following this offering, our executive officers and directors will still beneficially own, collectively, a substantial percentage of our 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 our shareholders, including mergers, consolidations and the sale of our assets, director elections and other significant corporate actions. They will also have significant influence in preventing or causing a change in control of our company. In addition, without the consent of these shareholders, we could be prevented from entering into transactions that could be beneficial to us. The interests of these shareholders may differ from your interests as a shareholders, and they may act in a manner that advances their best interests and not necessarily those of other shareholders.

If equity research analysts do not publish research or reports about our business, or if they issue unfavorable commentary or downgrade our common stock, the market price of our common stock will likely decline.

The trading market for our common stock will rely in part on the research and reports that equity research analysts, over whom we have no control, publish about us and our business. We may never obtain research coverage by securities and industry analysts. If no securities or industry analysts commence coverage of our company, the market price for our common stock could decline. In the event we obtain securities or industry analyst coverage, the market price of our common stock could decline if one or more equity analysts downgrade our common stock or if those analysts issue unfavorable commentary, even if it is inaccurate, or cease publishing reports about us or our business.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements. The forward-looking statements are contained principally in the sections entitled "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business." These forward-looking statements involve a number of risks and uncertainties. Many of the following risks are, and will be, exacerbated by the COVID-19 pandemic and any worsening of the global business and economic environment as a result. We caution readers that any forward-looking statement is not a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking statement. These statements are based on current expectations of future events. Such statements include, but are not limited to, statements about future financial and operating results, plans, objectives, expectations and intentions, costs and expenses, interest rates, outcome of contingencies, financial condition, results of operations, liquidity, cost savings, objectives of management, business strategies, financing, potential growth and market opportunities, app or other product candidates, timing of advertising and promotional plans, the advancement and enhancement of our software development and technologies and our proprietary, co-developed and partnered products and product candidates, and other statements that are not historical facts.

In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "would," "expect," "plan," "anticipate," "could," "intend," "target," "project," "contemplate," "believe," "view," "estimate," "predict," "potential" or "continue" or the negative of these terms or other similar expressions. Forward-looking statements contained in this prospectus include, but are not limited to, statements about:

We have based these forward-looking statements largely on our current expectations and projections about our business, the industry in which we operate, and financial trends that we believe may affect our business, prospects, financial condition and results of operations, and these forward-looking statements are not guarantees of future performance or development. These forward-looking statements speak only as of the date of this prospectus and are subject to a number of risks, uncertainties and assumptions described in the section titled "Risk Factors" and elsewhere in this prospectus. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely on these forward-looking statements as predictions of future events. The events and circumstances reflected in our forward-looking statements may not be achieved or occur and actual results could differ materially from those projected in the forward-looking statements. The forward-looking statements in this prospectus represent our views as of the date of this prospectus. We anticipate that subsequent events and developments will cause our views to change. However, while we may elect to update these forward-looking statements at some point in the future, we have no current intention of doing so except to the extent required by applicable law. You should, therefore, not rely on these forward-looking statements as representing our views as of any date subsequent to the date of this prospectus.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this prospectus, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and you are cautioned not to unduly rely upon these statements.

All subsequent written or oral forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. We do not undertake any obligation to release publicly any revisions to these forward-looking statements to reflect events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events, except as may be required under applicable law. If we do update one or more forward-looking statements, no inference should be drawn that we will make additional updates with respect to those or other forward-looking statements.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of the forward-looking statements in this prospectus by these cautionary statements.

USE OF PROCEEDS

We will not receive any proceeds from the sale of the shares of our common stock by the selling shareholders.

DIVIDEND POLICY

We have not declared or paid any cash dividends on our capital stock since our inception. We intend to retain future earnings, if any, to finance the operation and expansion of our business and do not anticipate paying any cash dividends in the foreseeable future. Payment of future cash dividends, if any, will be at the discretion of our board of directors after taking into account various factors, including our financial condition, operating results, current and anticipated cash needs, the requirements and contractual restrictions of then-existing debt instruments and other factors that our board of directors deems relevant.

CAPITALIZATION

The following shows our cash and cash equivalents, our restricted cash and our capitalization as of December 31, 2020, on:

- * an actual basis
- ** a proforma basis, giving effect to issuance of 724,500 shares of common stock at \$1.00 and 30,000 shares of common stock at \$0.001, par value per share.
- *** a proforma as adjusted basis, giving effect to the conversion of the senior convertible promissory notes into an aggregate of 2,010,938 shares of common stock

	As of December 31, 2020		
	Actual	Proforma	Proforma as Adjusted
Cash and cash equivalents	\$ 101,317	775,817	775,817
Restricted cash	100,000	100,000	100,000
	<u>\$ 201,317</u>	<u>\$ 875,817</u>	<u>\$ 875,817</u>
Senior Secured Convertible Promissory Notes	<u>\$ 215,000</u>	<u>215,000</u>	<u>—</u>
Common stock, \$0.001 par value, 100,000,000 shares authorized 5,000,000 shares issued and outstanding as of December 31, 2020	\$ 5,000	\$ 5,755	\$ 7,765
Additional Paid in Capital	(5,000)	668,746	887,938
Accumulated deficit	(5,687)	(5,687)	(5,687)
Total shareholders' equity	<u>(5,687)</u>	<u>668,813</u>	<u>890,016</u>
Total Capitalization	<u>\$ 209,313</u>	<u>\$ 883,813</u>	<u>\$ 890,106</u>

You should read the foregoing table in conjunction with our financial statements, including the related notes, and "Management's Discussion and Analysis of Financial Condition and Results of Operations" appearing elsewhere in this prospectus.

DILUTION

If you invest in our common stock in this offering, your ownership interest will be diluted immediately to the extent of the difference between the initial public offering price per share of our common stock and the pro forma as adjusted net tangible book value per share of our common stock immediately after this offering. Net tangible book value on December 31, 2020, was approximately 209,313, or (\$0.04) per share. "Net tangible book value" is total assets minus the sum of liabilities and intangible assets. "Net tangible book value per share" is net tangible book value divided by the total number of shares outstanding. Our net tangible book value per share as of December 31, 2020 was \$0.04 and assuming shares in this offering are sold at \$1.00 per share and the conversion of the senior secured convertible promissory notes, purchasers in this offering will incur dilution of \$0.89 per share.

The dilution is summarized in the following table:

Initial public offering price per share	\$1.00
Estimated net tangible book value per share after conversion ⁽¹⁾	\$0.06
Estimated increase in tangible net book value per share attributable to the proceeds received in the offering ⁽²⁾	<u>\$0.05</u>
Estimated net tangible book value per share immediately after the offering	<u>\$0.11</u>
Dilution between initial purchase price and the estimated book value per share immediately after the offering	<u>\$0.89</u>
Dilution as a percentage of offering price	89.0%

⁽¹⁾ Base on 7,010,938 common stock shares

⁽²⁾ Based on 7,765,438 common stock shares

MARKET FOR COMMON EQUITY AND RELATED SHAREHOLDERS MATTERS

Market for Common Stock

Our common stock is not traded on any exchange. There is no trading activity in our securities and there can be no assurance that a regular trading market for our common stock will ever be developed.

Holders

As of April 28, 2021, there were 59 holders of record of our common stock.

Securities authorized for issuance under equity compensation plans

We currently have not established any equity incentive plan but expect to do so following completion of this offering.

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MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and the related notes to those statements included elsewhere in this prospectus. This discussion and analysis and other parts of this prospectus contain forward-looking statements based upon current beliefs, plans and expectations related to future events and our future financial performance that involve risks, uncertainties and assumptions, such as statements regarding our intentions, plans, objectives, expectations, forecasts and projections. Our actual results and the timing of selected events could differ materially from those anticipated in these forward-looking statements as a result of several factors, including those set forth under the section titled "Risk Factors" and elsewhere in this prospectus. You should carefully read the "Risk Factors" to gain an understanding of the important factors that could cause actual results to differ materially from our forward-looking statements. Please also see the section titled "Special Note Regarding Forward-Looking Statements."

Overview

Thumzup is an early stage, pre-revenue company that is building an influencer community around its Thumzup mobile app that we expect will generate scalable word-of-mouth product posts and recommendations for advertisers on social media. It is designed to connect advertisers with individuals who are willing to promote their products online and offline.

Our Services. The Thumzup mobile app enables a user to select a brand that they want to post about on social media. Our Thumzup app can be downloaded at no cost to a user from the Apple Store and Android Play Store. Once a Thumzup user selects the brand and takes a photo using the Thumzup app, the Thumzup app posts 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 mostly tuning out.

Thumzup pays users a monetary amount per screened post. Thumzup will facilitate screening of posts that have no inappropriate language or images and images and text intended to represent our clients in a positive and commercially favorable manner. Advertisers can set spending caps per user, per day, per week, per month and per campaign. Thumzup users are paid through services such as PayPal.

Platform Fee. Thumzup advertisers will pay a platform fee per month. The platform fee is based on the amounts of the advertiser's business with us. Once the advertiser pays the platform fee, the advertiser's brand marks are listed in the Thumzup iPhone and Android Apps and activated in the Thumzup post screening and payment platform.

Per Post Fee. The Company sells its services into the rapidly growing subset of online advertising called "influencer marketing". As social media influencers become more plentiful and proven, advertising spending has grown in this the space. Brands are reportedly set to spend up to \$15 billion on influencer marketing by 2022, per Insider Intelligence estimates, based on Mediakix data.^[2] In addition to the Platform Fee our business plan calls for Thumzup advertisers to be charged a "Per Post Fee." By way of illustration, an advertiser that agreed to buy 100,000 posts from us to payout \$8 per post to Thumzup users would pay us a per post fee for \$10.00 or \$1,000,000. The users in this illustration would receive a total of \$800,000 and Thumzup would retain \$200,000 for its services. The advertiser gets 100,000 posts from Thumzup users telling their friends about their products or services on social media.

Management's plans and basis of presentation:

Results of Operations for period October 27, 2020 (date of inception) to December 31, 2020

		Period October 27, 2020 (date of inception) to December 31, 2020
Expenses	\$	3,783
Loss from Operations	\$	(3,783)
Net Loss	\$	(3,783)

Research and Development (including licenses acquired)

For the period October 27, 2020 (date of inception), to December 31, 2020, we had \$2,783 in software research and development costs. The costs were expensed, when incurred, as they related to the initial product development stage for our Thumzup app.

^[2] <https://www.businessinsider.com/influencer-marketing-report#:~:text=The%20influencer%20marketing%20industry%20is,gold%20standard%20for%20the%20group>

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General and Administrative

For the period October 27, 2020 (date of inception), to December 31, 2020, we recorded \$1,000 in general and administrative expense due primarily to escrow fees.

Other Expense

Interest expense – For the period October 27, 2020 (date of inception), to December 31, 2020, we had \$1,904 in interest expense related to the senior secured convertible promissory notes.

Liquidity and Capital Resources

Going Concern

We have incurred operating losses since October 27, 2020 (date of inception) and expect to continue to incur losses for the foreseeable future and may never become profitable. For the period October 27, 2020 (date of inception), to December 31, 2020, we had a net loss of \$5,687 and cash used by operating activities of \$113,683. As of December 31, 2020, we had an accumulated deficit of \$5,687, cash and cash equivalents of approximately \$101,317, restricted cash of \$100,000, and shareholders' deficit and accumulated deficit of \$5,687.

We anticipate incurring additional losses until such time, if ever, that we can obtain marketing approval to sell, and then generate significant sales, of our technology that is currently in development. We will need substantial additional financing to fund our operations and to develop and commercialize our technology. These factors raise substantial doubt about our ability to continue as a going concern.

Our financial statements have been prepared on a “going concern” basis, which implies we may not continue to meet our obligations and continue our operations for the next twelve months. Our continuation as a going concern is dependent upon our ability to obtain necessary debt or equity financing to continue operations until we begin generating positive cash flow. In addition, our independent registered public accounting firm, in its report on our December 31, 2020 financial statements, has raised substantial doubt about our ability to continue as a going concern.

There is no assurance that we will ever be profitable or that debt or equity financing will be available to us in the amounts, on terms, and at times deemed acceptable to us, if at all. The issuance of additional equity securities by us would result in a significant dilution in the equity interests of our current shareholders. Obtaining commercial loans, assuming those loans would be available, would increase our liabilities and future cash commitments. If we are unable to obtain financing in the amounts and on terms deemed acceptable to us, we may be unable to continue our business, as planned, and as a result may be required to scale back or cease operations for our business, the results of which would be that our 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 we be unable to continue as a going concern.

Cash Flows

	Year ended December 31, 2020
Cash, cash equivalents and restricted cash at the beginning of the period	-
Net cash used in operating activities	(13,683)
Net cash used in investing activities	-
Net cash provided by financing activities	215,000
Cash, cash equivalents and restricted cash at the ending of the period	<u>\$ 201,317</u>

Operating Activities

For the period October 27, 2020 (date of inception), to December 31, 2020, net cash used in operating activities was \$13,683, which primarily consisted of our net loss of \$5,687, and prepaid expenses of \$10,000 and accrued interest of \$2,004.

Investing Activities

We did not pursue any investing activities during this period.

Financing Activities

Net cash provided by financing activities for the period October 27, 2020 (date of inception) to December 31, 2020, consists of proceeds from the issuance of senior secured convertible promissory notes in the principal amount of \$215,000. The senior secured convertible promissory notes mature on November 21, 2021 and accrue interest at eight (8%) per annum. Interest is paid quarterly, from the date of issuance, through the maturity date.

Off-balance sheet arrangements

The senior secured convertible promissory notes contain a protection feature (commonly referred to as a “Down Round”) whereupon any issuance by us of common stock, or a security that is convertible into common stock, at a price lower than a net receipt of \$0.11 per share, then the conversion price will be adjusted to equal the lower price per share. We have 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

Critical accounting policies and significant judgments and estimates

Our financial statements and accompanying notes are prepared in accordance with accounting principles generally accepted in the United States of America. Preparing financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses. These estimates and assumptions are affected by management's applications of accounting policies.

Our financial statements are prepared in accordance with generally accepted accounting principles in the United States, or GAAP. The preparation of our financial statements requires us to make estimates, assumptions and judgments that affect the reported amounts of assets, liabilities, costs and expenses. We base our estimates and assumptions on historical experience and other factors that we believe to be reasonable under the circumstances. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates. Our most critical accounting policies are summarized below. See Note 3 to our financial statements beginning on page F-1 of this prospectus for a description of our other significant accounting policies.

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 defines 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 period October 27, 2020 (date of inception), to December 31, 2020, research and development costs for software were expensed when incurred as they related to the initial product development stage for our Thumzup™ app.

Qualitative and Quantitative Disclosures about Market Risk

Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates.

Inflation generally affects us by increasing our cost of labor and clinical trial costs. We do not believe that inflation had a material effect on our business, financial condition or results of operations during the years ended December 31, 2019 and 2018.

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JOBS Act

The JOBS Act permits an emerging growth company like us to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies until those standards would otherwise apply to private companies. We have elected to avail ourselves of the extended transition period for complying with new or revised financial accounting standards.

We will remain an emerging growth company until the earliest of (i) the last day of our first fiscal year in which we have total annual gross revenues of \$1.07 billion or more; (ii) the date on which we are deemed to be a “large accelerated filer” under the rules of the SEC with at least \$700.0 million of outstanding equity securities held by non-affiliates; (iii) the date on which we have issued more than \$1.0 billion in non-convertible debt securities during the previous three years; or (iv) the last day of our fiscal year following the fifth anniversary of the date of the completion of this offering.

Quantitative and Qualitative Disclosures About Market Risk

As a smaller reporting company, we are not required to provide disclosure regarding quantitative and qualitative market risk.

Cash Used by Operating Activities

For the period October 27, 2020 (date of inception) to December 31, 2020, net cash used in operating activities was \$13,683, which primarily consisted of our net loss of \$5,687, and prepaid expenses of \$10,000 and accrued interest of \$2,004.

Cash Provided by Investing Activities

We did not pursue any investing activities during this period.

Cash Provided by Financing Activities

Net cash provided by financing activities for the period October 27, 2020 (date of inception) to December 31, 2020, consists of proceeds from the issuance of senior secured convertible promissory notes in the principal amount of \$215,000. The senior secured convertible promissory notes mature on November 21, 2021 and accrue interest at eight (8%) per annum. Interest is paid quarterly, from the date of issuance, through the maturity date.

Off-Balance Sheet Arrangements

The senior secured convertible promissory notes contain a protection feature (commonly referred to as a “Down Round”) whereupon any issuance by us of common stock, or a security that is convertible into common stock, at a price lower than a net receipt of \$0.11 per share, then the conversion price will be adjusted to equal the lower price per share. We have 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.

Critical Accounting Policies and Significant Judgments and Estimates

The discussion and analysis of our financial condition and results of operations is based on our financial statements, which have been prepared accordance with accounting principles generally accepted in the United States of America or GAAP. The preparation of these financial statements requires us to use 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. We 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.

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Our significant accounting policies are described in more detail in Note 2 to our financial statements included elsewhere in this prospectus.

Internal Control Over Financial Reporting

Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with U.S. GAAP. Under standards established by the Public Company Accounting Oversight Board, or PCAOB, a deficiency in internal control over financial reporting exists when the design or operation of a control does not allow management or personnel, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. The PCAOB defines a material weakness as a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of annual or interim financial statements will not be prevented, or detected and corrected, on a timely basis.

During the preparation of our financial statements for the period October 27, 2020 (date of inception) to December 31, 2020, we and our independent registered public accounting firm identified material weaknesses in our internal control over financial reporting related to the level of review of our internally prepared financial statements and lack of adequate segregation of accounting functions.

We intend to implement measures designed to improve our internal control over financial reporting to remediate these material weaknesses. The Company's plan to remediate the material weaknesses in its internal control over financial reporting includes utilizing a portion of the working capital from its initial public offering to increase

staffing within its finance department sufficient to facilitate proper segregation of accounting functions and to enable appropriate review of its internally prepared financial statements. In addition, the Company plans to retain outside consultants, expert in, and specializing in SEC reporting for public company registrants.

BUSINESS

Overview

General

As used herein, “we,” “us,” “our,” the “Company,” “Thumzup,” means Thumzup Media Corporation unless otherwise indicated. Thumzup operates in a single business segment which is social media marketing. Thumzup has a mobile iPhone and Android application called “Thumzup™” that connects brands and people who use and love these brands. For the advertiser, Thumzup activates real people to post real product reviews and testimonials on social media.

Thumzup is building an influencer and “gig” economy community around its Thumzup mobile app that will generate scalable word-of-mouth product posts and recommendations for advertisers on social media. It is designed to connect advertisers with individuals who are willing to promote their products online and offline.

Micro Influencer Software Technology

The Thumzup mobile app enables a user to select a brand that they want to post about on social media. Once the Thumzup user selects the brand and takes a photo using the Thumzup app, the Thumzup app posts 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.

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We will be offering new digital media technologies to the public as well as corporate institutions. The average American adult spent 7.5 hours a day using digital media in 2020.^[3] The amount of daily usage has increased every year since 2008 and the recent rate of increase is accelerating.^[4] Additionally, we will be empowering businesses that want to interact with these users with new 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 new social media platforms which present the right combination of experience and value, will attract users who will invest significant amounts of time on compelling new platforms.

We are building new real-time platforms to support the gig economy similar in some respects to Uber and DoorDash. These platforms are experiencing significant growth. Uber grew from close to zero in 2014 to \$60B in gross bookings with more than 4 million drivers by 2018. DoorDash grew from close to zero in 2014 to 1.4 million “Dashers” in 2018.^[5] We mention these established companies purely in regard to how they relate to our technology and business plan. Thumzup has yet to establish similar market adoption.

In other respects, our upcoming platform will be similar to internet-enabled marketplaces like Airbnb and Etsy. Airbnb grew from close to zero listings in 2011 to more than 6 million listings in 2018 while Etsy grew to 2 million sellers by 2018. If new real-time and internet-enabled marketplace platforms deliver the right features and value the opportunity for substantial accelerating growth and adoption exists.

Our Industry—Influencer Marketing

We sell our services into 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 set to spend up to \$15 billion on influencer marketing by 2022, per Insider Intelligence estimates, based on Mediakix data.^[6] Business Insider forecasts that Influencer Marketing could grow at a 28% CAGR from \$7B in 2017 to \$15 billion by 2022.^[7] Major brands recognize that having their happy customers post on social media is valuable.

Our first product—Thumzup app

In Mary Meeker’s 2019 Internet Trends report she highlighted that the primary reason people chose to make new e-commerce purchases was that the product had been recommended by a friend.^[8] In 2021, we anticipate operating in a single business segment which is social media marketing. We are developing a mobile iPhone and Android application called “Thumzup” that will connect 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 which may enhance brand awareness, reach targeted consumers more directly and effectively while driving profitable traffic to their goods and services.

We are building an influencer and gig economy community around our Thumzup mobile app that will generate scalable word-of-mouth product posts and recommendations for advertisers on social media. Our app is designed to connect advertisers with individuals who are willing to promote their products online and offline.

Nielsen’s study “Global Trust In Advertising” found the most credible form of advertising comes from friends and family often referred to as “Word of Mouth.” Specifically, the most trusted source of product influence is that 83% of respondents say they completely or somewhat trust the recommendations of friends and family.^[9] Thumzup is a platform designed to make Word of Mouth advertising easy, cost-effective, and scalable. We have positioned our platform largely based on the following:

[3] <https://www.statista.com/statistics/565628/time-spent-digital-traditional-media-usa/>

[4] <https://www.bondcap.com/report/itr19/>

[5] <https://www.bondcap.com/report/itr19/>

[6] <https://www.businessinsider.com/influencer-marketing-report#:~:text=The%20influencer%20marketing%20industry%20is,gold%20standard%20for%20the%20group>

[7] <https://www.businessinsider.com/influencer-marketing-report>

[8] https://www.scribd.com/document/413048704/Internet-Trends-2019#download&from_embed

[9] <http://www.nielsen.com/us/en/insights/reports/2015/global-trust-in-advertising-2015.html>

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

- We have 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.
- We have designed Thumzup with Apple-style simplicity and intuitive features to make participation by all individuals seamless with their existing use of social media.
- According to a Nielsen study, influencer marketing content delivers 11 times higher return on investment than traditional forms of digital marketing.^[10]
- Accounts with over a million followers currently can earn \$10,000 to \$15,000 for a single sponsored post (depending on its engagement).^[11]
- The key finding of our data is that 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. Users with over 10 million followers only received likes 1.6% of the time. There thus appears in our view a clear downward correlation between follower sizes and post likes.
- Around 66% of marketers now use influencers.
- Nearly half of U.S. marketers plan to increase their influencer budgets.
- According to Chute, 64% of millennials recommend a product at least once a month through social media and one-third of millennials aspire to be or currently act as influencers.^[12]

Micro-influencer Software Technology

Our Services

Our mobile app enables a user to select a brand, service or product, collectively a brand, that he or she will want to post about on social media. Once the Thumzup app user selects the brand service or product and takes a photo using the Thumzup app, the Thumzup app posts 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 and services to their friends, rather than displaying banner ads that people are largely tuning out or disregarding.

With the Thumzup app we are targeting and seeking to sign up everyday people and gig economy workers who like specific brands and present them opportunities to be paid for posting about the brands on social media. We believe that our management team has the sales relationships, legal and technology expertise for our current level of development. We will need to add additional staff to rapidly grow our business.

Intellectual Property

Thumzup was incorporated in Nevada in October 2020. We own the source code for the Thumzup applications on the iPhone iOS and the Android. We also own the source code for the “backend” system that administrates the Thumzup app, tracks payments and advertising campaigns.

On April 13, 2021, Thumzup Media Corporation filed application 90642789 with the U.S. Patent and Trademark Office to trademark "Thumzup" and application 90642848 to trademark the Thumzup logo.

We will pay users a monetary amount per screened post which may range from \$ 1.00 to \$100.00. Thumzup will facilitate screening of posts that have no inappropriate language or images, seeking images and text that represent our clients in a positive

^[10] https://cdn2.hubspot.net/hubfs/1882019/TapInfluence/Resources/1009%20-%20Nielsen_Study_Case_Study.pdf^[11] <https://mediakix.com/blog/influencer-rates/>

^[12] <https://www.marketingdive.com/news/social-influencer-marketing-evolution-2016/432185/>

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 payout \$8 per post to Thumzup users, would purchase the posts for \$10.00 each or \$1,000,000. The users in this illustration would receive a total of \$800,000 and Thumzup would retain \$200,000 for its services. The Thumzup platform would facilitate 100,000 posts for the advertiser from Thumzup users sharing with their friends about their endorsed products on social media.

Setup Fee. Our business plan calls for Thumzup advertisers to pay a setup fee. The setup fee is used to cover any costs associated with onboarding the advertiser.

FTC disclosure.

The Federal Trade Commission requires that paid posts are disclosed. Thumzup includes #ad to every post to comply with these FTC requirements.

Value Proposition

The app is designed to generate scalable word-of-mouth product recommendations for advertisers. It is designed to connect advertisers with individuals who are willing to authentically promote their products online. We envision that many gig economy workers will be ideal candidates to become users 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. We believe that Thumzup can easily provide extra income for this existing pool of gig economy workers. We believe these gig economy workers will be able to provide quality Thumzup posts on social media that advertisers will be willing to pay for.

Regulatory Compliance

- Posts will be marked “#ad” following FTC guidelines.
- Workflow

Thumzup App Workflow



Give A Thumzup - Get \$5

Share a photo of your purchase with your friends and get \$5



Posts to your Instagram

Share a photo of your order with your friends



Download "Thumzup"



The Thumzup app pays you the rebate via PayPal after it confirms your post

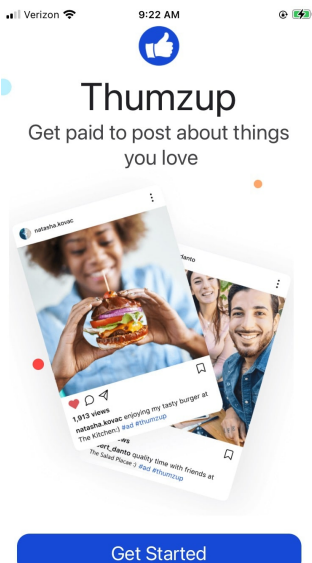
Take a picture of this bar code to get the app automatically

Get Paid To Post

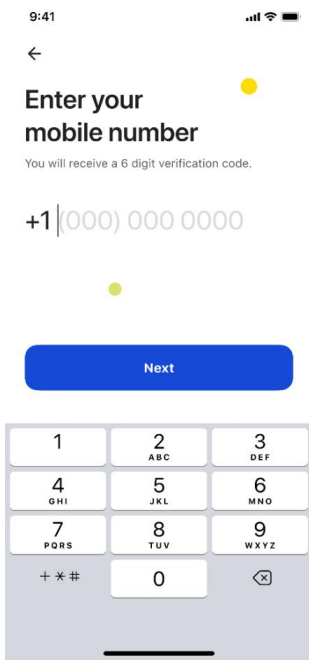


Thumzup

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



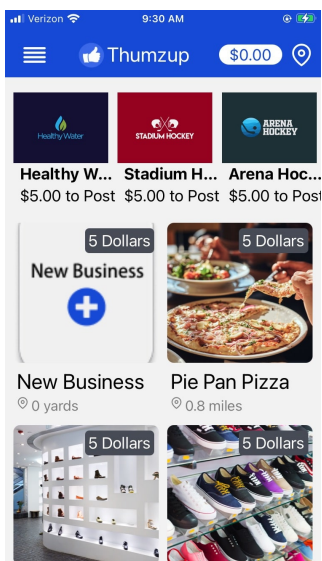
When users open the Thumzup app on their phones, they will reach a welcome screen which establishes the idea that they can get paid to post about brands, services and places they like with the app.



Next, a enters a mobile phone number. The app sends the user a unique code by text message.

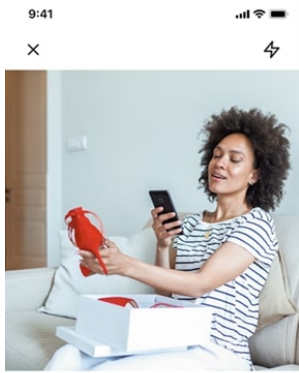


The user enter that unique code. This is the process that Thumzup uses the process to avoid fraud, abuse, and fake accounts. It is also now easy for Thumzup to communicate with the users and give them feedback about their posts for quality control.

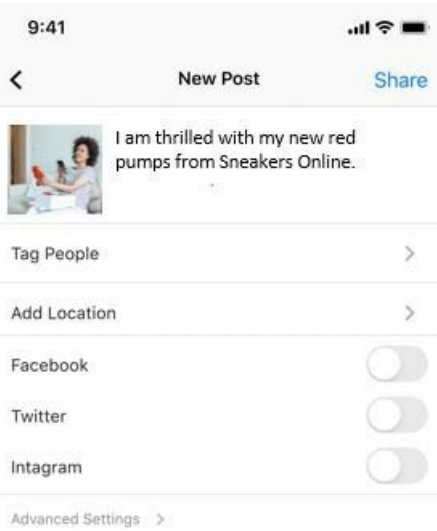


The Main screen appears after a user enters the unique code we sent. The main screen enables each user to easily select brands, nearby restaurants, and stores that will pay the Thumzup user to post to friends and other followers about products and places recommended by the user on social media.

The main screen has seven main areas where the user can take action. There is what we call a "hamburger" menu in the upper left to access administrative functions and there is a balance due to the user 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 user access to change bank or payment information, to link to social media, and to invite friends. The balance due to the user number in the upper right has the total of monies pending and monies due but not yet transferred to the user.



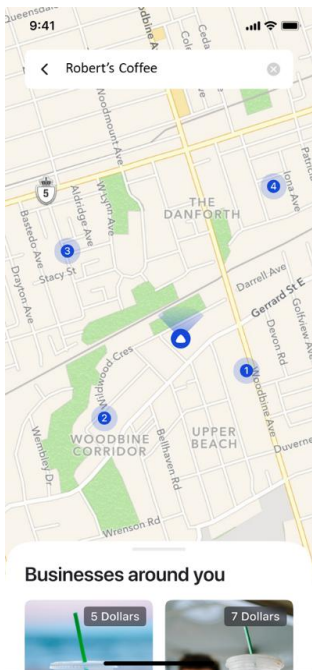
When users select a brand or location tile from the main menu, the app enables them to take pictures of their enjoying the product or experience. The app then enables them to customize the caption that will be posted to social media. Once users submit the pictures and captions, they get uploaded and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





Thumzup inserts the #ad 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 user’s friends on social media, that discount code gets embedded in the post along with the offer.

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



If the user selects the map pin icon from the main page, a local map with a search bar is displayed to help them locate local businesses that will pay them to post on a map.



When users want to receive the money they have earned they tap on the PayMe! Selection on the app menu. The app then pays the user via online payment systems, such as Venmo, the amount due from all screened posts made by that user.

Proposed Features and Benefits

Feature	Benefit
Users can search for brands they like	Users easily discover brands to post about
Users can get paid to post about brands	Thumzup posts generally are better than impersonal ads
System will allow posts to be reviewed before user is paid	Quality control
Users can opt-in to receive texts	Thumzup can give feedback on posts
Campaign spend can be limited by total and by month	Control budget and eliminate
Campaign spend can be limited by user by day	Eliminate abuse or saturation
Posts can contain promo codes	Advertisers can drive and track sales
Landing page links	Advertisers can track ROAS – Return On Ad Spend
See locations that pay on the map	Drives users to buy from Thumzup advertisers
See feed from other users	Builds Thumzup community
See users who repeatedly post	Target the brands best fans

The mobile app will enable the user to search for brands they like that will pay them to post. This is useful so that Thumzup users can easily discover brands they like to post about. The app pays user to post about brands.



In our opinion, paid posts from happy customers posting about brands and services they like offer attractive, compelling values to advertisers and users compared to traditional online advertising because those posts should yield higher response rates. In our beta test, we paid more than 100 micro-influencers between \$1.00 and \$10.00 to post about things they like. This post, for example, received 31 “likes” from an Instagram user who has 974 followers. That is a 3.2 percent response rate which is about six times the average response rate of Instagram ads.^[13]

^[13] <https://blog.adstage.io/instagram-ads-cpm-cpc-ctr-benchmarks#:~:text=The%20average%20click%2Dthrough%20rate,all%20the%20major%20ad%20networks>.

The system will enable us to provide quality control by reviewing 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 user’s will be able to opt-in to receive text message from brands. This opt-in opportunity is valuable to brands because text messages have higher visibility to potential customers than emails.^[14]

The system will enable “campaign spend” to be limited by total and by month. We believe that this feature enables more efficient budgetary control while reducing unintended cost overruns. The system also will enable campaign spend to be limited by user by day. This feature may eliminate abuse or saturation by users who post more than what may be commercially valuable to advertisers.

The system will provide for posts containing promo codes. This enables advertisers to drive and track sales from the Thumzup platform. The Thumzup system will support landing page links to provide additional mechanisms for advertisers to track attribution and Return On Ad Spend (ROAS), the industry term similar to Return on Investment (ROI).

The Thumzup app will show locations that pay to post on a map. This feature is designed to drive users to buy from Thumzup advertisers. The app will display a feed of posts from other users. This builds the Thumzup community and increases engagement with the Thumzup app. Our backend technology has the ability to find the publicly available Instagram accounts of users who repeatedly post about specific brands. This feature enables us to reach out to additional new users to join the platform when we sign up new clients.

Go To Market Strategy

Phase One

We expect initially to be targeting the following vertical markets: Direct-to-consumer shoes and clothing, streaming video providers, direct-to-consumer nutraceuticals, re-opening fast casual restaurants, re-opening cruise lines and spas. These are subject to change as we continue to get feedback from these and other markets. We also will focus on consumers and businesses in Northern and Southern California to generate initial grass roots awareness and involvement.

Our main objective in Phase One is to be able to document and demonstrate that our early-recruited clients are able to sell more of their products and services per dollar of advertising spent on our platform than on using existing influencer marketing or online advertising methods.

Not every advertiser will need those metrics in order for Thumzup to establish a repeat customer base from among our advertisers. Some advertisers in our view already believe that user generated content is the future of more effective advertising and will want to increase their involvement to stay fresh and ahead of the curve.^[15] Nevertheless, in order to scale our business to significant revenue, as to which we can give no assurance, we will need to be able to prove that we deliver significant Return On Ad Spend (ROAS).

We expect to reach out to existing professional influencers in our target vertical markets and pay them to help us drive awareness. We will be targeting businesses that are well capitalized but need to resurrect their businesses from the Covid-19 slowdown. For instance, the Ship Technology website (www.ship-technology.com) has an article that lists the top ten influencers that people interested in taking cruises follow. For example, we may look to establish a partnership with one of these influencers to design a campaign with a cruise line where passengers get paid to post about their fun trip to their friends on social media. We anticipate that these posts from our platform would include promotional codes to drive sales.

We also are reviewing proposals from expert direct-to-consumer outsourced CMO (Chief Marketing Officer) firms to assist us in meeting our Phase One goals. We selected Direct-to-consumer shoes and clothing, streaming video providers, direct-to-consumer nutraceuticals, re-opening fast casual restaurants, re-opening cruise lines and spas. These are subject to change as we continue to get feedback from market and experienced advisors.

^[14] <https://www.mediapost.com/publications/article/339343/study-texting-is-more-efficient-than-email.html>

Phase Two

Once we have obtained the accumulated data in Phase One that can demonstrate the Return On Ad Spend (ROAS), we will build a self-service portal so that advertisers can sign up and activate campaigns online. We will use email, text and social media advertising to drive traffic to this portal. In our beta test, we ran Facebook ads and we had qualified businesses contact us online and ask to purchase the “pay users to post” service as described in this document. We will have a senior business development experienced in selling advertising who will call on major accounts.

Financing Plan

In November 2020, we raised an aggregate of \$215,000 through sales of senior secured convertible promissory notes to four investors. Since December 31, 2020 we have raised an additional \$724,530 through the sale of our shares to accredited investors as that term is defined under federal securities laws. These funds are being used to launch the Thumzup app into the Apple App Store and Google Play Store and to cover operating costs including marketing and other administrative costs and expenses.

Competition

Top 10 Influencer Marketing Platforms

Market Research firm G2 ranks the top ten influencer marketing software companies as GRIN, #paid, CreatorIQ, Mavrck, Popular Pays, Tribe Dynamics, AspireIQ, Influenster, Traackr ,and Hivency.^[16] This influencer marketing software space is focused on influencers who see themselves as professional influencers. None of these companies are building a platform designed to turn social media users into micro-influencers in the manner that we seek to accomplish.

Worth Network is a direct competitor that has a mobile app the lets brands distribute payments to social media users. Worth Network is still very early stage in our opinion and has not reached critical mass.

Rep is also an app that connects brands with influencers who are interesting in promoting brands.

Market Research

In designing the Thumzup platform, we have had extensive discussions and interactions with potential advertising clients and advertising experts, senior executives, and senior management at major brands as well as owners of a variety of small proprietorships. The Thumzup team received specific feedback that businesses large and small were looking for a way to incentivize and attract satisfied customers who would share that satisfaction their friends and social media followers. The features in the platform design outlined above came emerged directly from these conversations with potential clients and advertising experts. Thumzup management has identified more than 600 businesses from small local businesses to global merchants to which Thumzup plans to present the new release of our software in Q2 and Q3 2021.

Problems in the market that we solve

In March 2019, JetBlue Airways did a promotion where they offered free travel to people in exchange for posting about JetBlue on social media.^[17] 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 can sample the user’s Instagram feed to assure that the post is up before the payment is due.^[18]

[16] <https://www.g2.com/categories/influencer-marketing-platforms>

[17] <https://mediakix.com/blog/influencer-marketing-fails/>

[18] <https://mediakix.com/blog/influencer-marketing-fails/>

Employees

We have one part-time and one full-time employee. We have approximately eight to ten part-time software developers.

Legal Proceedings

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

Available Information:

Thumzup is located at 711 S. Carson Street Suite 4 Carson City, Nevada 89701. Our telephone number is 1 (310) 237-2887 and our Internet website address is www.Thumzupmedia.com. Information found on our website is not deemed to be part of this prospectus.

MANAGEMENT

Management and Board of Directors

Our current members of the Board of Directors and executive officers are listed below.

Name	Age	Company Title
Robert Steele	54	CEO, President, Chairman
Lindsay Jones	59	Acting Chief Financial Officer

All directors serve for one year and until their successors are elected and qualified. All officers serve at the pleasure of the Board of Directors. There are no family relationships among any of our officers and directors. The Company plans to put in place a management team with the sales relationships, legal and technology expertise to rapidly grow the business.

Information concerning our executive officers and directors is set forth below.

Robert Steele. Mr. Steele is the Chief Executive Officer and Chairman of the Board of Directors of Thumzup Media Corporation. Prior to co-founding Thumzup, Mr. Steele was the Director of Client Positioning at IRTH Communications, LLC from January 2017 to March 2020. Prior to that, Mr. Steele was the President of Rightscorp, Inc. from January 2010 to May 2016. 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.^[19] As President of Rightscorp, Mr. Steele led the design of the software used by clients like Sony/ATV^[20], and BMG. BMG successfully used Mr. Steele's technology to win a landmark \$25 million judgment against Cox Communications for copyright infringement.^[21] Mr. Steele holds a BS in Electronic and Computer Engineering from George Mason University.

Lindsay Jones Mr. Jones is the outsourced interim acting Chief Financial Officer of Thumzup Media Corporation. Since 2019, Mr. Jones has been a consultant with NOWCFO, a national full-service accounting and management consulting firm. Mr. Jones consults with emerging, mid-market, and large companies, both public and private alike. Mr. Jones responsibilities include overseeing his clients' accounting, finance and financial reporting functions. From 2014 to 2018, Mr. Jones was a Founder and Chief Financial Officer of Cascata Packaging, a contract manufacturer specializing in packaging food and nutritional supplements. While at Cascata, Mr. Jones developed and wrote a comprehensive business plan and presented to prospective investors, customers, lenders and suppliers. He was involved with raising \$12 million in a combination of bank debt, mezzanine financing and preferred equity. The proceeds were used to purchase equipment, hire employees and construct leasehold improvements.

Executive Compensation

The following table sets forth, for the fiscal years indicated, all compensation awarded to, earned by or paid to Mr. Robert Steele, our Chief Executive Officer. No other executive officer received more than \$100,000 in compensation during fiscal 2020.

[19] <https://www.hollywoodreporter.com/thr-esq/warner-bros-asserts-first-amendment-786475>

[20] <https://www.musicbusinessworldwide.com/sonyatv-starts-hunting-music-pirates-rightscorp/>

[21] <https://www.loeb.com/en/insights/publications/2018/02/bmg-rights-management-v-cox-communications>

Compensation Table

Name and Principal Position	Fiscal Year	Annual Compensation			Long-Term Compensation Awards	
		Salary	Bonus	Other Compensation	Options	Restricted Stock Awards
Robert Steele, CEO, President, Chairman	2020	0	0	0	0	0

Stock Option Grants

The Company has no stock option or equity incentive plans and there are no options or warrants outstanding.

Board of Directors Compensation

Directors who are employees of our company or of any of our subsidiaries receive no additional compensation for serving on our Board of Directors or any of its committees. We currently have no independent or outside directors. We intend to seek and recruit additional management members and senior staff following completion of this offering.

PRINCIPAL SHAREHOLDERS

Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters.

The following table sets forth, as of December 31, 2020, the names, addresses and number of shares of our common stock beneficially owned by all persons known to us to be beneficial owners of more than 5% of the outstanding shares of our common stock, and the names and number of shares beneficially owned by all of our directors and all of our executive officers and directors as a group (except as indicated, each beneficial owner listed exercises sole voting power and sole dispositive power over the shares beneficially owned). As of December 31, 2020, we had a total of 5 million shares of common stock outstanding.

Name of Beneficial Owner	Number of Shares and Nature of Beneficial Ownership ⁽¹⁾	Percent of Common Stock Outstanding ⁽²⁾
Robert Steele	3,500,000	70%
Daniel Lupinelli	1,500,000	30%
All directors and executive officers as a group (one person)	5,000,000	100%

- (1) A person is considered to beneficially own any shares: (i) over which such person, directly or indirectly, exercises sole or shared voting or investment power, or (ii) of which such person has the right to acquire beneficial ownership at any time within 60 days (such as through exercise of stock options or warrants). Unless otherwise indicated, voting and investment power relating to the shares shown in the table for our directors and executive officers is exercised solely by the beneficial owner or shared by the owner and the owner's spouse or children.

- (2) For purposes of this table, a person or group of persons is deemed to have "beneficial ownership" of any shares of common stock that such person has the right to acquire within 60 days after the date of this prospectus. For purposes of computing the percentage of outstanding shares of our common stock held by each person or group of persons named above, any shares that such person or persons has the right to acquire within 60 days after the date of this prospectus is deemed to be outstanding but is not deemed to be outstanding for the purpose of computing the percentage ownership of any other person. The inclusion herein of any shares listed as beneficially owned does not constitute an admission of beneficial ownership.

The table above excludes shares issuable upon conversion of the senior secured convertible promissory notes issued in November 2020. A note holder is not entitled to convert any portion of the senior secured convertible promissory note in excess of that portion of the note upon conversion of which the sum of (1) the number of shares of common stock beneficially owned by the note holder and its affiliates and (2) the number of conversion shares issuable upon the conversion would result in beneficial ownership by a note holder and its affiliates of more than 4.50% of the then outstanding shares of common stock.

From time to time, the number of our shares held in the "street name" accounts of various securities dealers for the benefit of their clients or in centralized securities depositories may exceed 5% of the total shares of our common stock outstanding.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Upon formation of the Company, we issued 5,000,000 shares of common stock (at \$0.001 par value) to our founders, officers and directors. Our founders have agreed to take no salaries, consulting fees, loans or payment of any kind until there has been 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.

Robert Steele and Daniel Lupinelli assigned their intellectual property related to the Thumzup application to the Company in connection with its initial organization. Robert Steele and Daniel Lupinelli have pledged the common stock owned by them as collateral for obligations owing under the senior secured convertible promissory notes.

DESCRIPTION OF SECURITIES

Our authorized capital stock consists of 100,000,000 shares of common stock, par value \$0.001 per share. As of December 31, 2020, 5,000,000 shares of common stock were issued and outstanding.

Common Stock –

All outstanding shares of our common stock are fully paid and nonassessable. The following summarizes the rights of holders of our common stock:

- 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;
- 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 our board of directors;
- upon our liquidation, dissolution or winding up, the holders of shares of common stock are entitled to receive a pro rata portion of all our assets remaining for distribution after satisfaction of all our liabilities and the payment of any liquidation preference of any outstanding preferred stock;
- there are no redemption or sinking fund provisions applicable to our common stock; and
- there are no preemptive, subscription or conversion rights applicable to our common stock.

Warrants

As of December 31, 2020, there were no warrants issued.

Senior Secured Convertible Promissory Notes

In November 2020 we issued an aggregate of \$215,000 of senior secured convertible promissory notes to four accredited investors as that term is defined under the federal securities laws. The notes bear interest at 8% per year and are due in November 2021. Each holder may elect at any time to convert its note in whole or in part into shares of our common stock at an initial conversion price of \$0.11 per share (the "Conversion Price") provided that upon the issuance by 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 (a "Down Round Financing"), then the Conversion Price shall be adjusted to equal the price per share of the Down Round Financing. A note holder is not entitled to convert any portion of the senior secured convertible promissory note in excess of that portion of the note upon conversion of which the sum of (1) the number of shares of common stock beneficially owned by the note holder and its affiliates and (2) the number of conversion shares issuable upon the conversion would result in beneficial ownership by a note holder and its affiliates of more than 4.50% of the then outstanding shares of common stock. See Note 4 of Notes to Financial Statements and "Selling Shareholders."

Subsequent to December 31, 2020 and through April 28, 2021, the Company sold 724,500 shares of common stock at \$1.00 per share (par value \$0.001 per share) and 30,000 shares at par.

Anti-Takeover Effects of Nevada Law and Our Articles of Incorporation and Bylaws

Some provisions of Nevada law, our articles of incorporation, and our bylaws contain provisions that could make the following transactions more difficult: an acquisition of us by means of a tender offer; an acquisition of us by means of a proxy contest or otherwise; or the removal of our incumbent officers and directors. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that shareholders may otherwise consider to be in their best interest or in our best

interests, including transactions that provide for payment of a premium over the market price for our shares.

These provisions, summarized below, are intended to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of the increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because negotiation of these proposals could result in an improvement of their terms. *Shareholder Meetings.* Our bylaws provide that a special meeting of shareholders may be called only by our president, by all of the directors provided that there are no more than three directors, or if more than three, by any three directors, or by the holder of a majority of our capital stock.

Shareholder Action by Written Consent. Our bylaws allow for any action that may be taken at any annual or special meeting of the shareholders to be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Shareholders Not Entitled to Cumulative Voting. Our bylaws do not permit shareholders to cumulate their votes in the election of directors. Accordingly, the holders of a majority of the outstanding shares of our common stock entitled to vote in any election of directors can elect all of the directors standing for election, if they choose, other than any directors that holders of our preferred stock may be entitled to elect.

Nevada Business Combination Statutes. The “business combination” provisions of Sections 78.411 to 78.444, inclusive, of the NRS, generally prohibit a Nevada corporation with at least 200 shareholders from engaging in various “combination” transactions with any interested shareholder for a period of two years after the date of the transaction in which the person became an interested shareholder, unless the transaction is approved by the board of directors prior to the date the interested shareholder obtained such status or the combination is approved by the board of directors and thereafter is approved at a meeting of the shareholders by the affirmative vote of shareholders representing at least 60% of the outstanding voting power held by disinterested shareholders, and extends beyond the expiration of the two-year period, unless:

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- the combination was approved by the board of directors prior to the person becoming an interested shareholder or the transaction by which the person first became an interested shareholder was approved by the board of directors before the person became an interested shareholder or the combination is later approved by a majority of the voting power held by disinterested shareholders; or
- if the consideration to be paid by the interested shareholder is at least equal to the highest of: (a) the highest price per share paid by the interested shareholder within the two years immediately preceding the date of the announcement of the combination or in the transaction in which it became an interested shareholder, whichever is higher, (b) the market value per share of common stock on the date of announcement of the combination and the date the interested shareholder acquired the shares, whichever is higher, or (c) for holders of preferred stock, the highest liquidation value of the preferred stock, if it is higher.

A “combination” is generally defined to include mergers or consolidations or any sale, lease exchange, mortgage, pledge, transfer, or other disposition, in one transaction or a series of transactions, with an “interested shareholder” having: (a) an aggregate market value equal to 5% or more of the aggregate market value of the assets of the corporation, (b) an aggregate market value equal to 5% or more of the aggregate market value of all outstanding shares of the corporation, (c) 10% or more of the earning power or net income of the corporation, and (d) certain other transactions with an interested shareholder or an affiliate or associate of an interested shareholder. In general, an “interested shareholder” is a person who, together with affiliates and associates, owns (or within two years, did own) 10% or more of a corporation’s voting stock. The statute could prohibit or delay mergers or other takeover or change in control attempts and, accordingly, may discourage attempts to acquire us even though such a transaction may offer our shareholders the opportunity to sell their stock at a price above the prevailing market price.

Nevada Control Share Acquisition Statutes. The “control share” provisions of Sections 78.378 to 78.3793, inclusive, of the NRS apply to “issuing corporations” that are Nevada corporations with at least 200 shareholders, including at least 100 shareholders of record who are Nevada residents, and that conduct business directly or indirectly in Nevada. The control share statute prohibits an acquirer, under certain circumstances, from voting its shares of a target corporation’s stock after crossing certain ownership threshold percentages, unless the acquirer obtains approval of the target corporation’s disinterested shareholders. The statute specifies three thresholds: one-fifth or more but less than one-third, one-third but less than a majority, and a majority or more, of the outstanding voting power. Generally, once an acquirer crosses one of the above thresholds, those shares in an offer or acquisition and acquired within 90 days thereof become “control shares” and such control shares are deprived of the right to vote until disinterested shareholders restore the right. These provisions also provide that if control shares are accorded full voting rights and the acquiring person has acquired a majority or more of all voting power, all other shareholders who do not vote in favor of authorizing voting rights to the control shares are entitled to demand payment for the fair value of their shares in accordance with statutory procedures established for dissenters’ rights.

A corporation may elect to not be governed by, or “opt out” of, the control share provisions by making an election in its articles of incorporation or bylaws, provided that the opt-out election must be in place on the 10th day following the date an acquiring person has acquired a controlling interest, that is, crossing any of the three thresholds described above. We have not opted out of the control share statutes and will be subject to these statutes if we are an “issuing corporation” as defined in such statutes.

The effect of the Nevada control share statutes is that the acquiring person, and those acting in association with the acquiring person, will obtain only such voting rights in the control shares as are conferred by a resolution of the shareholders at an annual or special meeting. The Nevada control share law, if applicable, could have the effect of discouraging takeovers of us.

Amendment of Charter Provisions. The amendment of any of the above provisions would require approval by holders of at least a majority of the total voting power of all of our outstanding voting stock.

The provisions of Nevada law, our articles of incorporation, and our bylaws could have the effect of discouraging others from attempting hostile takeovers and, as a consequence, they may also inhibit temporary fluctuations in the market price of our common stock that often result from actual or rumored hostile takeover attempts. These provisions may also have the effect of preventing changes in the composition of our board of directors and management. It is possible that these provisions could make it more difficult to accomplish transactions that shareholders may otherwise deem to be in their best interests.

Transfer Agent and Registrar

Our transfer agent and registrar for our common stock is Pacific Stock Transfer, 6725 Via Austi Parkway, Suite 300, Las Vegas Nevada 89119. Its telephone number is (800) 785-7782.

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SELLING SHAREHOLDERS

The following table sets forth information with respect to the maximum number of shares of common stock beneficially owned by the Selling Shareholders named below and as adjusted to give effect to the sale of the shares offered hereby. The shares are issuable upon conversion of senior convertible promissory notes acquired by the Selling Shareholders in November 2020. Conversion of the notes may occur at time and from time while the notes are outstanding at the sole option of each holder of the notes. The shares beneficially owned have been determined in accordance with rules promulgated by the Securities and Exchange Commission, and the information is not necessarily

indicative of beneficial ownership for any other purpose. All information contained in the table below is based upon information provided to us by the selling shareholders and we have not independently verified this information. The Selling Shareholders are not making any representation that any shares covered by the prospectus will be offered for sale. The selling shareholders may from time to time offer and sell pursuant to this prospectus any or all of the common stock being registered.

As explained below under “Plan of Distribution,” we have agreed with the Selling Shareholders to bear certain expenses (other than broker discounts and commissions, if any) in connection with the registration statement, which includes this prospectus.

Name of Selling Shareholder	Number of Shares of Common Stock Beneficially Owned Prior to Offering	Percentage of Outstanding Common Shares	Maximum Number of Shares of Common Stock to be Sold Pursuant to this Prospectus.	Number of Shares of Common Stock Beneficially Owned Following the Offering ⁽²⁾	Percentage of Outstanding Common Stock Beneficially Owned Following the Offering
Hampton Growth Resources, LLC ⁽¹⁾⁽³⁾	739,166	9.52% ^[1]	739,166	0	*
Optimum Holdings, Inc (A Wyoming Corporation) ⁽¹⁾⁽⁴⁾	739,166	9.52% ^[1]	739,166	0	*
Westside Strategic Partners, LLC ⁽¹⁾⁽⁵⁾	492,272	6.34% ^[1]	492,272	0	*
JDF Investments Co LLC ⁽¹⁾⁽⁶⁾	140,334	1.81% ^[1]	140,344	0	*
Andrew Arno & Janis Arno JTWROS	10,000	*	10,000	0	*
Barker, Howard	1,000	*	1,000	0	*
Bear Creek Capital LLC (Florida) ⁽⁷⁾	10,000	*	10,000	0	*
Bleazard, Derek	4,000	*	4,000	0	*
Bosque International, Inc. ⁽⁸⁾	25,000	*	25,000	0	*
Brady, John	1,500	*	1,500	0	*
Castaldo, Gregory	25,000	*	25,000	0	*
Conrad, Brett	100,000	1.29%	100,000	0	*
Crutchfield, Chad	5,000	*	5,000	0	*
Daradics, Kurt	1,000	*	1,000	0	*
Destler, Deborah	2,500	*	2,500	0	*
Destler, Jonathan	2,500	*	2,500	0	*
Dohren, Scott	1,000	*	1,000	0	*
Dunkley, Benjamin	15,000	*	15,000	0	*
Dunkley, Ralph	25,000	*	25,000	0	*
Eamer, Garrett	3,000	*	3,000	0	*
Eamer, Jordan	2,000	*	2,000	0	*

Elmahdi, Samer	2,000	*	2,000	0	*
Fernane, Jacob	10,000	*	10,000	0	*
Fly High Reno, LLC ⁽⁹⁾	20,000	*	20,000	0	*
Grunfeld, Aaron	30,000	*	30,000	0	*
Gerald & Lynette Hannahs JTROS	25,000	*	25,000	0	*
Holubiak, Myron	5,000	*	5,000	0	*
Honig, Jonathan	50,000	*	50,000	0	*
Jeffery, Stuart	10,000	*	10,000	0	*
Jones, Adrian	5,000	*	5,000	0	*
Jones, Lindsay	5,000	*	5,000	0	*
Karr, Edward	10,000	*	10,000	0	*
Lazerus, Robert	1,000	*	1,000	0	*
Londoner, Kenneth	20,000	*	20,000	0	*
Mawhinney, Mark	10,000	*	10,000	0	*
Mazur, Leonard	25,000	*	25,000	0	*
McNeill, Marc	10,000	*	10,000	0	*
Mills, Daniel	5,000	*	5,000	0	*
Mingo, Roy	5,000	*	5,000	0	*
Pittman, Diane	1,000	*	1,000	0	*
Quintero, Frank	10,000	*	10,000	0	*
Reda, Joseph	25,000	*	25,000	0	*
Russell, Grant	2,000	*	2,000	0	*
Russell, Ma Loreto	8,000	*	8,000	0	*
Sabo, John	10,000	*	10,000	0	*
Schechter, Jonathan	10,000	*	10,000	0	*
Schneider, Dennis	1,000	*	1,000	0	*
Scott, Andrew	25,000	*	25,000	0	*
Sheetal Shah Revocable Trust ⁽¹⁰⁾	5,000	*	5,000	0	*
Steppling, Gary	2,500	*	2,500	0	*
Steppling, Maria	2,500	*	2,500	0	*
The Gel Group LLC ⁽¹¹⁾	10,000	*	10,000	0	*
Travers, Paul	3,000	*	3,000	0	*
V4 Global, LLC ⁽¹²⁾	50,000	*	50,000	0	*
Wang, Howard	5,000	*	5,000	0	*

Werner, Kathryn	1,000	*	1,000	0	*
Winter, Rymann	2,000	*	2,000	0	*

*Less than 1%

- (1) The number of shares of common stock underlying the convertible notes that may be acquired by a selling shareholder upon the conversion of the convertible notes, is limited to ensure that, following such conversion or exercise, the total number of shares of common stock then beneficially owned by such selling shareholder and its affiliates and other persons whose beneficial ownership of common stock would be aggregated with such selling shareholder's for purposes of Section 13(d) of the Securities Exchange Act of 1934, does not exceed 4.5% of the total number of our issued and outstanding shares of common stock at the time of conversion.

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- (2) Assumes that the selling shareholders disposed of all of the shares of common stock covered by this prospectus and do not acquire beneficial ownership of any additional shares. The registration of these shares does not necessarily mean that the selling shareholders will sell all or any portion of their shares covered by this prospectus.
- (3) Andrew Haag (Managing Member) has the sole right to vote and/or dispose of the shares held by Hampton Growth Resources, LLC
- (4) Joe Thomas (President) has the sole right to vote and/or dispose of the shares held by Optimum Holdings, Inc
- (5) Robert Haag (Managing Member) has the sole right to vote and/or dispose of the shares held by Westside Strategic Partners, LLC
- (6) Sim Farar (Managing Member) has the sole right to vote and/or dispose of the shares held by JDF Investments Co. LLC
- (7) Raymond H Oliver, (Managing Member) has the sole right to vote and/or dispose of the shares held by Bear Creek Capital LLC
- (8) Maria Fernanda Soto Benitez (CEO) has the sole right to vote and/or dispose of the shares held by Bosque International, Inc)
- (9) Dunkley, Blake, (COO) has the sole right to vote and/or dispose of the shares held by Fly High Reno LLC.
- (10) Sheetal Shah has the sole right to vote and/or dispose of the shares held by Sheetal Shah Revocable Trust
- (11) Jeffrey Galvani (Managing Partner) has the sole right to vote and/or dispose of the shares held by The Gel Group LLC
- (12) Scott Cohen ,Member, has the sole right to vote and/or dispose of the shares held by V4 Global LLC

PLAN OF DISTRIBUTION

We are registering the shares of common stock on behalf of the Selling Shareholders. The shares of common stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market prices, at varying prices determined at the time of sale, or at negotiated prices. These sales may be effected at various times in one or more of the following transactions, or in other kinds of transactions:

- transactions on any national securities exchange or U.S. inter-dealer system of a registered national securities association on which the common stock may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in private transactions and transactions otherwise than on these exchanges or systems or in the over-the-counter market;
- in connection with short sales of the shares entered into after the effective date of the registration statement of which this prospectus is a part;
- by pledge to secure or in payment of debt and other obligations;
- through the writing of options, whether the options are listed on an options exchange or otherwise;
- in connection with the writing of non-traded and exchange-traded call options, in hedge transactions and in settlement of other transactions in standardized or over-the-counter options; or
- through a combination of any of the above transactions.

Each Selling Shareholder and its successors, including its transferees, pledgees or donees or their successors, may sell the common stock directly to the purchaser or through underwriters, broker-dealers or agents, who may receive compensation in the form of discounts, concessions or commissions from the selling shareholder or the purchaser. These discounts, concessions or commissions as to any particular underwriter, broker-dealer or agent may be in excess of those customary in the types of transactions involved.

Any securities covered by this prospectus that qualify for sale pursuant to Rule 144 of the Securities Act may be sold under Rule 144 rather than pursuant to this prospectus.

The Selling Shareholders may from time to time pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell shares of common stock from time to time under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933 amending the list of selling shareholders to include the pledgees, transferees or other successors in interest as selling shareholders under this prospectus.

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In connection with the sale of our common stock or interests therein, the Selling Shareholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The Selling Shareholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The Selling Shareholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

Upon being notified in writing by a selling shareholder that any material arrangement has been entered into with a broker-dealer for the sale of common stock through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, we will file a supplement to this prospectus, if required, pursuant to Rule 424(b) under the Securities Act, disclosing (i) the name of each such Selling Shareholder and of the participating broker-dealer(s), (ii) the number of shares involved, (iii) the price at which such the shares of common stock were sold, (iv) the commissions paid or discounts or concessions allowed to such broker-dealer(s), where applicable, (v) that such broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus, and (vi) other facts material to the transaction. In addition, upon being notified in writing by a selling shareholder that a donee or pledgee intends to sell more than 500 shares of common stock, we will file a supplement to this prospectus if then required in accordance with applicable securities law.

The Selling Shareholders also may transfer shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners under an amendment to this prospectus under Rule 424(b)(3) or other applicable provisions of the Securities Act of 1933 amending the list of selling shareholders to include the transferees, pledges or other successors in interest as Selling Shareholders. under this prospectus.

The Selling Shareholders and any broker-dealers or agents that are involved in selling the shares may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Discounts, concessions, commissions and similar selling expenses, if any, that can be attributed to the sale of common stock will be paid by the selling shareholders and/or the purchasers. Each selling shareholder has represented and warranted to us that such Selling Shareholders acquired the securities subject to this prospectus in the ordinary course of such selling shareholder’s business and, at the time of its purchase of such securities, such selling shareholder had no agreements or understandings, directly or indirectly, with any person to distribute any such securities.

We have advised each selling shareholder that it may not use shares to be sold under this prospectus to cover short sales of common stock made prior to the date on which the registration statement of which this prospectus forms a part shall have been declared effective by the Commission. If a selling shareholder uses this prospectus for any sale of common stock, it will be subject to the prospectus delivery requirements of the Securities Act. The selling shareholders will be responsible to comply with the applicable provisions of the Securities Act and the Exchange Act, and the rules and regulations thereunder promulgated, including, without limitation, Regulation M, as applicable to such selling shareholders in connection with resales of their respective shares under this prospectus.

We entered into a registration rights agreement for the benefit of the selling shareholders to register the common stock under applicable federal and state securities laws. The registration rights agreement provides for cross-indemnification of the selling shareholders and us and our respective directors, officers and controlling persons against specific liabilities in connection with the offer and sale of the common stock, including liabilities under the Securities Act. We will pay substantially all of the expenses incurred by the selling shareholders incident to the registration of the offering and sale of the common stock.

LEGAL MATTERS

The validity of the issuance of the shares offered in this prospectus will be passed upon for us by Law Offices of Aaron A. Grunfeld, Los Angeles California.

EXPERTS

The financial statements of our company for the period October 27, 2020 (date of inception) to December 31, 2020 included in this prospectus have been audited by Haynie & Company, independent registered public accountants, as stated in its report appearing herein and elsewhere in this prospectus and have been so included in reliance upon the report of this firm given upon their authority as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-1 (including exhibits) under the Securities Act, with respect to the shares to be sold in this offering. This prospectus does not contain all the information set forth in the registration statement. For further information with respect to our company and the common stock offered in this prospectus, reference is made to the registration statement, including the exhibits filed thereto, and the financial statements and notes filed as a part thereof. Statements contained in this prospectus concerning the contents of any contract or any other document are not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, please see the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit. The SEC maintains an Internet website that contains reports, proxy statements and other information about issuers, like us, that file electronically with the SEC. The address of that website is www.sec.gov.

Immediately upon the effectiveness of the registration statement of which this prospectus forms a part, we will become subject to the information and reporting requirements of the Exchange Act and, in accordance with this law, will file periodic reports, proxy statements and other information with the SEC. We also maintain a website at www.thumzupmedia.com. Upon the effectiveness of the registration statement of which this prospectus forms a part, you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on our website is not a part of this prospectus and the inclusion of our website address in this prospectus is an inactive textual reference only.

No dealer, salesperson, or other person has been authorized to give any information or to make any representation not contained in this prospectus, and, if given or made, such information and representation should not be relied upon as having been authorized by us or the selling shareholder. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of the securities offered by this prospectus in any jurisdiction or to any person to whom it is unlawful to make such offer or solicitation. Neither the delivery of this prospectus nor any sale made hereunder shall under any circumstances create an implication that there has been no change in the facts set forth in this prospectus or in our affairs since the date hereof.

Until _____, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers’ obligation to deliver a prospectus when acting as underwriters and with respect to their unsold overallotments or subscriptions.

Thumzup Media Corporation.

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The Board of Directors and Shareholders Thumzup Media Corporation

Opinion on the Financial Statements

We have audited the accompanying balance sheet of Thumzup Media Corporation (the Company), as of December 31, 2020, and the related statements of operations, shareholders' deficit, and cash flows 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, 2020, and the results of its operations and its cash flows 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 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 in regard to 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 audit. 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 audit 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 audit, 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 audit 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 audit 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 audit provides a reasonable basis for our opinion.

/s/ Haynie & Company
Salt Lake City, Utah
April 29, 2021

We have served as the Company's auditor since 2021.

F-2-

Thumzup Media Corporation
Balance Sheet
December 31, 2020

Assets	
Current assets:	
Cash and cash equivalents	\$ 101,317
Restricted Cash	100,000
Prepaid expenses and other current assets	10,000
Total current assets	<u>211,317</u>
Total Assets	<u>\$ 211,317</u>
Liabilities and Shareholders' Deficit	
Current liabilities:	
Accrued interest and other expenses	\$ 2,004
Senior Secured Convertible Promissory Notes	215,000
Total current liabilities	<u>217,004</u>
Total liabilities	217,004
Shareholders' equity:	
Common stock, \$0.001 par value, 100,000,000 shares authorized 5,000,000 shares issued and outstanding	5,000
Additional Paid in Capital	(5,000)
Accumulated deficit	(5,687)
Total shareholders' deficit	<u>(5,687)</u>
Total Liabilities and Shareholders' Deficit	<u>\$ 211,317</u>

See Notes to Financial Statements

F-3-

Thumzup Media Corporation
Statement of Operations
The Period October 27, 2020 (date of inception) to December 31, 2020

For the Ended
December 31
2020

Expenses:		
Research and development	\$2,783	
General and administrative	1,000	
Total expenses	3,783	
Loss from operations	(3,783)	
Interest expense	1,904	
Loss before income tax expense	(5,687)	
Benefit from income taxes	-	
Net Loss	(\$5,687)	
Net loss per share	\$0.00	
Weighted average number of shares outstanding	5,000,000	

See Notes to Financial Statements

F-4-

Thumzup Media Corporation
Statement of Shareholders' Deficit
The Period October 27, 2020 (date of inception) to December 31, 2020

	Common Stock		Paid-In Capital	Accumulated Deficit	Total Shareholders' Deficit
	Shares	Amount			
Balance at October 27, 2020	-	\$ -	\$ -	\$ -	\$ -
Issuance 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)

See Notes to Financial Statements

F-5-

Thumzup Media Corporation
Statement of Cash Flows
The Period October 27, 2020 (date of inception) to December 31, 2020

Cash flows from operating activities:		
Net loss		(\$5,687)
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets		(10,000)
Accrued interest and other expenses		2,004
Net cash used by operating activities		(13,683)
Cash flows from investing activities		-
Net cash used in investing activities		-
Cash flows from financing activities		
Proceeds from issuance of Senior Secured Convertible Promissory Notes		215,000
Net cash used in financing activities		215,000
Net increase decrease in cash		201,317
Cash, cash equivalents and restricted cash - beginning		-
Cash, cash equivalents and restricted cash - ending		\$201,317

Note 1 - Business Organization and Nature of Operations

Thumzup Media Corporation (“Thumzup” or “Company”) was incorporated October 27, 2019, under the laws of the State of Nevada, and its headquarters are located in Carson City, Nevada. The Company is a pre-revenue software company dedicated to building an influencer community around its mobile app (“App”). Once fully developed, 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 Thumzup App will enable 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, have elected to comply with certain reduced public company reporting requirements.

Note 2 – Summary of Significant Accounting Policies*Use of Estimates*

The Company prepares its financial statements in accordance with accounting principles generally accepted accounting principles 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 deposited \$100,000 of the financing proceeds into an escrow with an attorney selected by the noteholders 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 shall be used by the Company for general corporate purposes.

As of December 31, 2020, the Company’s cash and cash equivalents consisted of \$102, 317 in cash and \$100,000 in restricted cash.

Prepaid Expenses

The Company’s prepaid expenses consist of fees paid to legal counsel to assist in the registration of the Company’s common stock with the United States Securities Commission (“SEC”).

Research and Development Costs

Research and development expenses primarily consist of outside contractor costs related to engineering, design and development of a working prototype ThumzupTM App. Generally accepted accounting principles defines 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 period October 27, 2020, to December 31, 2020, research and development costs for software were expensed when incurred as they related to the initial product development stage for our ThumzupTM App.

Income Taxes

The Company is a C-Corporation under the provisions of the Internal Revenue Code. 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 takes into account 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, 2020 for which the ultimate deductibility is highly certain but for which there is uncertainty about the timing of such deductibility.

The Company recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. During the period October 27, 2020, to December 31, 2020, the Company recognized no interest and penalties. The Company had no accruals for interest and penalties at June 30, 2020.

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 pre-revenue, software and services company that relies on short-term debt and equity funding for its operations. At December 31, 2020, the Company had a cash balance of \$201,317, and the Company used \$13,783 to fund operating activities for the period October 27, 2020 (date of inception), to December 31, 2020. The Company will continue to raise funding and manage expenses in order to continue as a going concern. Management believes the cash on hand at year end is adequate to sustain business operations for the next year from the date the financial statements were available to be issued.

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, 2021 and accrue interest at eight (8%) per annum. Interest is paid quarterly, from the date of issuance, through the maturity date.

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”).

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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

At the time of incorporation, the Board of Directors authorized 100 million shares of common stock. As December 31, 2020, the Company had 5,000,000 shares issued and outstanding at \$0.001 par value. The shares were issued as follows: 3,500,000 shares to Robert Steele (Founder and CEO) and 1,500,000 shares Daniel Lupinelli (Founder). The Founders’ Stock is pledged as collateral on the Senior Notes. 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.

Note 6 – Contingencies

On March 11, 2020, the World Health Organization declared the outbreak of a respiratory disease caused by a new coronavirus a pandemic. First identified in late 2019 and now known as COVID-19, the outbreak has impacted hundreds of thousands of individuals worldwide. In response, many countries have implemented measures to combat the outbreak that have impacted global business operations. As of the date of issuance of the financial statements, the Company’s operations have not been significantly impacted, but the Company continues to monitor the situation. No impairments were recorded as of the balance sheet date; however, due to significant uncertainty surrounding the situation, management’s judgment regarding this could change in the future. In addition, while the Company’s results of operations, cash flows, and financial condition could be negatively impacted, the extent of the impact cannot be reasonably estimated at this time.

Note 7 – Subsequent Events

Subsequent to December 31, 2020 and through April 28, 2021, 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, and sold 724,500 shares of common stock at \$1.00 per share (par value \$0.001 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 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.

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2,765,438 Shares

THUMZUP MEDIA CORPORATION

COMMON STOCK

PROSPECTUS

April, 2021

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the expenses expected to be incurred by us in connection with the issuance and distribution of the common stock registered hereby, all of which expenses, except for the Securities and Exchange Commission registration fee, are estimates:

Description	Amount
Securities and Exchange Commission registration fee	\$ 302.21
Accounting fees and expenses	\$ 12,000.00*
Legal fees and expenses	\$ 30,000.00*
Miscellaneous fees and expenses	\$ 2,000.00 *
Total	\$ 44,302.21*

* Estimated

Item 14. Indemnification of Directors and Officers

Section 78.7502 of the Nevada Revised Statutes ("NRS") permits a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he 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, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he:

(a) is not liable pursuant to NRS 78.138, or

(b) acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

In addition, NRS 78.7502 permits a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he 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 against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he:

(a) is not liable pursuant to NRS 78.138; or

(b) acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation.

To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter, the corporation is required to indemnify him against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

NRS 78.752 allows a corporation to 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 and liability and expenses incurred by him in his capacity as a director, officer, employee or agent, or arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expenses.

Other financial arrangements made by the corporation pursuant to NRS 78.752 may include the following:

- (a) the creation of a trust fund;
- (b) the establishment of a program of self-insurance;
- (c) the securing of its obligation of indemnification by granting a security interest or other lien on any assets of the corporation; and
- (d) the establishment of a letter of credit, guaranty or surety.

No financial arrangement made pursuant to NRS 78.752 may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.

Any discretionary indemnification pursuant to NRS 78.7502, unless ordered by a court or advanced pursuant to an undertaking to repay the amount if it is determined by a court that the indemnified party is not entitled to be indemnified by the corporation, may be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made:

- (a) by the shareholders;
- (b) by the board of directors by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding;
- (c) if a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders, by independent legal counsel in a written opinion, or
- (d) if a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

Item 15. Recent Sales of Unregistered Securities

Following organization of the Company on October 27, 2020 the Company issued 3,500,000 shares of common stock to Robert Steele (Founder and CEO of the Company) and 1,500,000 shares of common stock to Daniel Lupinelli (Founder). In November and December 2020 the Company issued to four accredited investors senior convertible promissory notes in the aggregate amount of \$215,000 bearing interest at 8% per year becoming due and payable in November 2021. The Notes are convertible at a conversion rate of \$0.11 per share subject to certain adjustments as set forth within the Form of Note Purchase Agreement and Form of Convertible Promissory Note attached as Exhibits 10.1 and 10.2 to this registration statement. In December 2020 the Company agreed to issue 30,000 shares of common stock to its legal counsel at par value per share of \$0.001 and thereafter issued those shares as of January 2021.

Subsequent to December 31, 2020 and through April 28, 2021, the Company issued and sold 724,500 shares of common stock at \$1.00 per share (par value \$0.001 per share) and 30,000 shares at par to accredited investors within the meaning of the federal securities laws in transactions exempt from registration under the Securities Act of 1933, as amended.

Item 16. – Exhibits and Financial Statement Schedules.

(a) Documents filed as part of this registration statement:

Report of Independent Registered Public Accounting Firm	F-2
Balance Sheet as of December 31, 2020	F-3
Statements of Operation for the year ended December 31, 2020	F-4
Statement of Changes in Shareholders' Deficit for the year ended December 31, 2020	F-5
Statement of Cash Flows for the year December 31, 2020	F-6
Notes to Financial Statements	F-7

(2) Financial Statement Schedules

None.

(b) Exhibits:

- 3.1 [Articles of Incorporation of the Registrant filed October 27, 2020 with the Nevada Secretary of State \(and amendments thereto\).](#)
- 3.2 [By-laws of the Registrant.](#)
- 4.1 Form of the Registrant's common stock certificate*
- 5.1 Opinion of Law Offices of Aaron A. Grunfeld & Associates*
- 10.1 [Form of Note Purchase and Security Agreement](#)

10.2	Form of Senior Secured Convertible Promissory Note
10.3	Form of Registration Rights Agreements
10.4	Form of Pledge Agreement
10.5	Form of Securities Purchase Agreement
23.1	Consent of Law Offices of Aaron A. Grunfeld & Associates Included in Exhibit 5.1)
23.2	Consent of Haynie Company
24.1	Power of Attorney (included on the signature page)

* To be supplied on amendment

Item 17. Undertakings

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act") may be permitted to directors, officers and controlling persons of the Company, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Company hereby undertakes that:

(1) To file, during any period in which it offers or sells securities, a post-effective amendment to this Registration Statement to:

- (i) Include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) Reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information set forth in the Registration Statement.
- (iii) Include any additional or changed information on the plan of distribution.

(2) For determining liability under the Securities Act, the Company will treat each such post-effective amendment as a new Registration Statement of the securities offered, and the offering of such securities at that time to be the initial bona fide offering.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) For determining any liability under the Securities Act, treat each post-effective amendment that contains a form of prospectus as a new Registration Statement for the securities offered in the Registration Statement, and that offering of the securities at that time as the initial bona fide offering of those securities.

(5) For determining liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(6) For determining liability under the Securities Act, if securities are offered or sold to a purchaser by means of any of the following communications, the Company will be a seller to such purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the Company or used or referred to by the Company;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the Company or its securities provided by or on behalf of the Company; and
- (iv) Any other communication that is an offer in the offering made by the Company to a purchaser.

SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it met all the requirements of filing on Form S-1 and authorized this Registration Statement to be signed on its behalf by the undersigned, in Los Angeles, California, on April , 2021.

Thumzup Media Corporation

By: /s/ Robert Steele

Robert Steele
Chief Executive Officer

In accordance with the requirements of the Securities Act of 1933, this Registration Statement was signed by the following persons in the capacities and on the dates stated.

Signature	Title	Date
/s/ Robert Steele Robert Steele	Chief Executive Officer (Principal Executive Officer), Principal Financial and Accounting Officer) And sole director	____, 2021

SECRETARY OF STATE



DOMESTIC CORPORATION (78) CHARTER

I, BARBARA K. CEGAVSKE, the duly qualified and elected Nevada Secretary of State, do hereby certify that **Thumzup Media Corporation** did, on 10/27/2020, file in this office the original Articles of Incorporation-For-Profit that said document is now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said document contains all the provisions required by the law of the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 10/27/2020.

BARBARA K. CEGAVSKE
Secretary of State



Certificate
Number: B202010271173919
You may verify this certificate
online at <http://www.nvsos.gov>



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

Filed in the Office of <i>Barbara K. Cegavske</i>	Business Number E10037431020-2
Secretary of State State Of Nevada	Filing Number 20201003742
	Filed On 10/27/2020 13:42:55 PM
	Number of Pages 7

Formation - Profit Corporation

NRS 78 - Articles of Incorporation Profit Corporation NRS 80 - Foreign Corporation NRS 89 - Articles of Incorporation Professional Corporation

78A Formation - Close Corporation

(Name of closed corporation MUST appear in the below heading)

Articles of Formation of _____ a close corporation (NRS 78A)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGH LIGHT

1. Name of Entity: <small>(If foreign, name in home jurisdiction)</small>	Thumzup Media Corporation
2. Registered Agent for Service of Process: <small>(Check only one box)</small>	<input checked="" type="checkbox"/> Commercial Registered Agent (name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or position with Entity (title and address below) RESIDENT AGENTS OF NEVADA, INC. Name of Registered Agent OR Title of Office or Position with Entity 711 S. Carson St. Ste. 4 Carson City Nevada 89701 <small>Street Address City State Zip Code</small> Mailing Address (If different from street address) City State Zip Code
2a. Certificate of Acceptance of Appointment of Registered Agent:	<i>I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.</i> <input checked="" type="checkbox"/> Sara Gonzales on behalf of Resident Agents of Nevada, Inc. 10/27/2020 <small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date</small>
3. Governing Board: <small>(NRS 78A, close corporation only, check one box; if yes, complete article 4 below)</small>	This corporation is a close corporation operating with a board of directors <input type="checkbox"/> Yes OR <input checked="" type="checkbox"/> No
4. Names and Addresses of the Board of Directors/ Trustees or Stockholders <small>(NRS 78: Board of Directors/ Trustees is required. NRS 78a: Required if the Close Corporation is governed by a board of directors. NRS 89: Required to have the Original stockholders and directors. A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing. See instructions)</small>	1) Robert Steele <small>Name</small> 711 S. Carson St. Ste. 4 Carson City NV 89701 <small>Address City State Zip Code</small>
5. Jurisdiction of Incorporation: <small>(NRS 80 only)</small>	5a. Jurisdiction of incorporation: _____ 5b. I declare this entity is in good standing in the jurisdiction of its incorporation. <input type="checkbox"/>



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

**Formation -
 profit Corporation**
 Continued, Page 2

6. Benefit Corporation: <small>(For NRS 78, NRS 78A, and NRS 89, optional. See instructions.)</small>	By selecting "Yes" you are indicating that the corporation is organized as a benefit corporation pursuant to NRS Chapter 78B with a purpose of creating a general or specific public benefit. The purpose for which the benefit corporation is created must be disclosed in the below purpose field.	Yes <input type="checkbox"/>												
7. Purpose/Profession to be practiced: <small>(Required for NRS 80, NRS 89 and any entity selecting Benefit Corporation. See instructions.)</small>														
8. Authorized Shares: <small>(Number of shares corporation is authorized to issue)</small>	Number of common shares with Par value: 100000000.0 Par value: \$ 0.001 Number of preferred shares with Par value: 0 Par value: \$ 0 Number of shares with no par value: 0 <small>If more than one class or series of stock is authorized, please attach the information on an additional sheet of paper.</small>													
9. Name and Signature of: Officer making the statement or Authorized Signer for NRS 80. Name, Address and Signature of the Incorporator for NRS 78, 78A, and 89. NRS 89 - Each Organizer/ Incorporator must be a licensed professional.	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 60%; padding: 2px;">Robert Steele</td> <td style="border: 1px solid black; width: 40%; padding: 2px;">United States</td> </tr> <tr> <td style="font-size: small;">Name</td> <td style="font-size: small;">Country</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">711 S. Carson St. Ste. 4</td> <td style="border: 1px solid black; padding: 2px;">Carson City</td> </tr> <tr> <td style="font-size: small;">Address</td> <td style="font-size: small;">City</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">X Robert Steele</td> <td style="border: 1px solid black; padding: 2px;">NV 89701</td> </tr> <tr> <td style="font-size: small;">State</td> <td style="font-size: small;">Zip/Postal Code</td> </tr> </table> <p style="text-align: right; font-size: small;">(attach additional page if necessary)</p>		Robert Steele	United States	Name	Country	711 S. Carson St. Ste. 4	Carson City	Address	City	X Robert Steele	NV 89701	State	Zip/Postal Code
Robert Steele	United States													
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711 S. Carson St. Ste. 4	Carson City													
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AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

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

Filed in the Office of <i>Barbara K. Geeske</i>	Business Number E10037432020-2
Secretary of State State Of Nevada	Filing Number 20201003742
	Filed On 10/27/2020 13:42:55 PM
	Number of Pages 7

**ARTICLES OF INCORPORATION
OF**

**Thumzup Media Corporation
A Nevada Corporation**

I, the undersigned, being the original incorporator herein named, for the purpose of forming a corporation under and pursuant to Chapter 78 of the Nevada Revised Statutes, the general corporation laws of the State of Nevada, to do business both within and without the State of Nevada, do make and file these Articles of Incorporation hereby declaring and certifying that the facts herein stated are true:

ARTICLE I

NAME

The name of the corporation is: **Thumzup Media Corporation**

ARTICLE II

REGISTERED AGENT - PRINCIPAL OFFICE

Section 2.01 Commercial Registered Agent. The name and address of its Commercial Registered Agent for service process is Resident Agents of Nevada, Inc. 711 S. Carson, Suite 4, Carson City, Nevada 89701.

Section 2.02 Other Offices. The corporation may also maintain offices for the transaction of any business at such other places within or without the State of Nevada as it may from time to time determine. Corporate business of every kind and nature may be conducted, and meetings of directors and stockholders held outside the State of Nevada with the same effect as if in the State of Nevada.


**CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF
COMMERCIAL REGISTERED AGENT**

IN THE MATTER OF: **Thumzup Media Corporation**

Resident Agents of Nevada, Inc. with address at 711 S. Carson Street, Suite 4, Carson City, Nevada 89701, hereby accepts the appointment as Commercial Registered Agent of the above-entitled corporation in accordance with NRS 78.090.

Furthermore, that the mailing address for the above registered office is as set forth above

IN WITNESS WHEREOF, I hereunto set my hand this day of **October 23, 2020**,

By 
Sara Gonzales
Resident Agents of Nevada, Inc.
Commercial Registered Agents

**ARTICLE III
GOVERNING BOARD**

Section 3.01 Governing Board. The Members of the Board of Directors, should the Corporation choose Close Corporation status, shall be styled directors. The names and addresses of said directors of the **Close Corporation** shall be set forth in Article III. **This entity has not elected Close Corporation status.**

**ARTICLE IV
NAMES & ADDRESSES OF THE BOARD OF DIRECTORS/
TRUSTEES, OR STOCKHOLDERS**

Section 4.01 Governing Board. The members of the Board of Directors of the corporation shall be styled directors.

Section 4.02 Initial Board of Directors. The Board of Directors shall consist of at least one (1) but no more than five (5) members. The name(s) and address(s) of the initial members of the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert Steele	711 S. Carson Street Suite 4, Carson City, NV 89701

These individuals shall serve as directors of the corporation until the first annual meeting of the stockholders or until their successors shall have been elected and qualified.

Section 4.03 Change in the Number of Directors. The number of directors may be increased or decreased by duly adopted amendment to the Bylaws of the corporation.

ARTICLE V JURISDICTION AND PERIOD OF DURATION

This corporation shall be created under the jurisdiction of the state of **NEVADA** and shall have **A PERPETUAL** existence.

ARTICLE VI BENEFIT CORPORATION

This corporation **shall not** be organized as a **Benefit Corporation**. If organized as such, the **Benefit Corporation** shall have the purpose of creating a general or specific public benefit which shall be disclosed herein.

ARTICLE VII PURPOSE / PROFESSION TO BE PRACTICED

For corporations pursuant to NRS 80 (FOREIGN CORPORATIONS), 89 (PROFESSIONAL ENTITIES), and/or all Benefit Corporations, the purpose shall be stated herein.

**ARTICLE VIII
AUTHORIZED SHARES**

Section 8.01 Number and Class. The amount of the total authorized capital stock of this corporation is **100,000,000 Shares with \$0.001 Par Value**, designated as Common Stock. The Common Stock may be issued from time to time without action by the stockholders. The Common Stock may be issued for such consideration as may be fixed from time to time by the Board of Directors.

The Board of Directors may issue such shares of Common Stock in one of more series, with such voting powers, designations, preferences and rights or qualifications, limitations or restrictions thereof as shall be stated in the resolution or resolutions adopted by them.

Section 8.02 No Preemptive Rights. Holders of the Common Stock of the corporation shall not have any preference, preemptive right, or right of subscription to acquire any shares of the corporation authorized, issued or sold, or to be authorized, issued or sold, or to any obligations or shares authorized or issued or to be authorized or issued, and convertible into shares of the corporation, nor to any right of subscription thereto, other than to the extent, if any, the Board of Directors in its discretion, may determine from time to time.

Section 8.03 Assessment of Shares. The Common Stock of the corporation, after the amount of the subscription price has been paid, in money, property or services, as the directors of the corporation shall determine, shall not be subject to assessment to pay the debts of the corporation, nor for any other purpose, and no stock issued as fully paid shall ever be assessable or assessed, and the Articles of Incorporation shall not be amended in this particular.

**ARTICLE IX
OFFICER MAKING STATEMENT**

The name and signature of the officer or officers authorized to make a statement which authorizes the filing for a **Foreign** corporation shall be executed and included herein.

Name of Officer making statement of authorization to file this Foreign corporation is:

This entity will not file as a Foreign Corporation.

**ARTICLE X
INCORPORATOR**

The name and address of the Incorporator is as follows:

Name:	Address:
Sara Gonzales on behalf of Resident Agents of Nevada, Inc.	711 S. Carson St Ste 4, Carson City, NV 89701

**ARTICLE XI
AMENDMENTS**


Subject at all times to the express provisions of Section 4.03, hereof, which cannot be amended, this corporation reserves the right to amend, alter, change, or repeal any provision contained in these Articles of Incorporation or its Bylaws, in the manner now or hereafter prescribed by statute or by these Articles of Incorporation or said Bylaws, and all rights conferred upon the stockholders are granted subject to this reservation.

AUTHORIZED SIGNATURE FOR INCORPORATION

IN THE MATTER OF: **Thumzup Media Corporation**

Sara Gonzales, on behalf of Resident Agents of Nevada, Inc., with address at 711 S. Carson Street, Suite 4, Carson City, Nevada 89701, having accepted the appointment as Commercial Registered Agent of the above-entitled corporation in accordance with NRS 78.090, hereby signs for submission of the filing of the corporation with the state of Nevada.

IN WITNESS WHEREOF, I hereunto set my hand this day of **October 23, 2020**.

By 
Sara Gonzales
Resident Agents of Nevada, Inc.
Commercial Registered Agents

**BYLAWS OF
THUMZUP MEDIA CORPORATION,
a Nevada corporation**

ARTICLE 1. SHAREHOLDERS

1.1. *Annual Meeting.* An annual meeting of the shareholders of the corporation shall be held at 1:00 o'clock in the afternoon on the first Monday of October in each year, commencing after the first anniversary of incorporation, but if such date is a legal holiday, then on the next succeeding business day, 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. If the election of the directors is not held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the president shall cause the election to be held at a special meeting of the shareholders as soon thereafter as is convenient.

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.

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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 a majority 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 a majority 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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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 Twenty-five Thousand Dollars (\$25,000), 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.

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(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 3rd day of November, 2020.

**BYLAWS OF
THUMZUP MEDIA CORPORATION,
a Nevada corporation**
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FORM OF
NOTE PURCHASE AND SECURITY AGREEMENT

THIS NOTE PURCHASE AND SECURITY AGREEMENT (this "Agreement") is made and entered as of November [], 2020 (the "Effective Date") by and among Thumzup Media Corporation, a Nevada corporation ("Borrower" or "Company"), and investors whose names are set forth on Schedule I attached hereto (each a "Buyer" or "Holder" and collectively, the "Buyers" or "Holders"). Borrower and Buyers may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Company and Buyers have previously agreed in principle upon a non-binding Series Seed Senior Convertible Note Financing Summary of Terms (the "Term Sheet") dated October , 2020 which is attached hereto as Exhibit A.

B. The Company and the Buyers are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a) (2) of the Securities Act of 1933, as amended (the "1933 Act") and Rule 506(b) promulgated by the United States Securities and Exchange Commission (the "SEC") under the 1933 Act.

C. Buyers desire to purchase from the Company, and the Company desires to issue and sell to each of the Buyers (the "Senior Financing"), upon the terms and conditions set forth in this Agreement, Senior Secured Convertible Promissory Notes of the Company, in the aggregate principal amount of \$200,000, in the form attached hereto as Exhibit B (each a "Senior Note" and collectively the "Senior Notes"). The Senior Notes and this Agreement together with all additional, related or associated agreements, documents, filings, entered into between the Parties or provided by any of the Parties in connection with the Senior Financing and the issuance of each Senior Note, including but not limited to those documents set forth in Section 5.2.1 below, are referred to as the "Financing Documents").

D. Shares issuable upon conversion of the Senior Notes shall be registered on Form S-1 for sale under the federal securities laws upon the terms set forth in the form of Registration Rights Agreement attached hereto as Exhibit C (the "Registration Rights Agreement") to be entered into at Closing (defined below) between the Company and each of the Buyers.

E. The Company shall secure the Senior Notes with all of the Company's intellectual property now or hereafter owned or created by or on behalf of the Founders to operate the Company's business and as more particularly described below. The Company's founding shareholders, Robert Steele and Danny Lupinelli (each a "Founder" or "Pledgor" and collectively the "Founders" or "Pledgors") shall have entered into the form of Pledge Agreement attached hereto as Exhibit D by which all shares of common stock owned by the Founders shall be pledged as additional collateral to secure the terms and covenants of this Agreement and the other Financing Agreements.

F. This Agreement and the other Financing Documents set forth the understanding of the parties with respect to the Senior Financing and the other matters contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants, promises, and agreements contained herein, and intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. **Financing Amount.** The Senior Financing shall be evidenced by one or more Senior Notes which in the aggregate shall amount to Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the "Financing Amount"). Buyers shall deliver the Financing Amount to Borrower in accordance with Sections 5 and 18, subject to the satisfaction of all conditions to obligations of the several Buyers to fund the amount contained in the Financing Documents.

2. **Due Date: Obligation**

2.1. **Due Date.** The Obligations (as defined below) relating to the Senior Financing and the Senior Notes issued in respect thereof shall be due and payable as follows:

2.1.1. **Interest Payment.** Interest payments shall be due and payable quarterly from the date of delivery of principal of each Senior Note respectively and may be paid, at the individual separate election of each Buyer, in cash or in shares of common stock of the Company. In the event a Buyer elects to receive interest payment in shares of common stock, the number of shares shall be determined based on \$0.11 price per share rounded up to the next whole share. By way of example, if the amount of interest due is \$1,000, then the Company shall deliver to the Buyer 9,091 shares of common stock (\$1,000/\$0.11).

2.1.2. **Principal Payment.** Borrower shall pay to each respective Buyer the principal payment together with any accrued and unpaid interest on the 12 month anniversary of each Senior Note. The date the Obligations related to the Senior Financing are due and payable is referred to as the "Due Date".

2.2. **Obligations.** "Obligations" means the indebtedness incurred pursuant to the Senior Financing and all obligations and liabilities of every nature of Borrower now or hereafter existing under or arising out of or in connection with any Financing Documents entered into by the Parties or their applicable affiliates, and all related documents, together with all extensions or renewals thereof, whether for principal, interest, reimbursement of amounts drawn, payments for early termination, fees, penalties, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Buyers as a preference, fraudulent transfer or otherwise, and all obligations of every nature of Borrower now or hereafter existing under the Financing Documents, including, without limitation, interest, fees and other amounts that, but for the filing of a petition in bankruptcy with respect to Borrower, would accrue on such obligations, whether or not a claim is allowed against Borrower for such interest in the related bankruptcy proceeding.

3. **Use of Proceeds.** At Closing, Borrower shall deposit \$100,000 of the Senior Financing proceeds (the "Registration Statement Funds") into an escrow with an attorney selected by the Buyers (the "Registration Funds Escrow") to be used solely for costs associated with registering the shares issuable upon conversion of the Senior Notes on Form S-1 under the federal securities laws, attaining a trading symbol from FINRA, and associated items such as, DTC approval, hiring a transfer agent with DWAC and DRS capabilities, and other steps related to the going public process leading to a trading market for Borrower's securities. The balance of up to \$100,000 shall be used for general corporate purposes.

4. **Payments.**

4.1. **Application of Payments.** All payments made under or pursuant to this Agreement and the other Financing Documents shall be applied first, to any late charges, costs, expenses, charges fees payable under this Agreement and the other Financing Documents, as set forth in Section 2.1 above, and finally, to any other Obligations hereunder and under the other Financing Documents. Interest on the Senior Note shall accrue on the outstanding principal amount of the Senior Note at the rate of eight percent (8%) per annum based on 365-day year. Borrower shall pay accrued interest as set forth in Section 2.1.1. Repayment of the Obligations shall be made when and as they become due under this Agreement and the Senior Notes, and shall otherwise be made by Borrower on the Due Date, as such Due Date may be extended by a majority in interest of the Buyers in their sole discretion.

4.2.1 **Prepayment.** Borrower may prepay all or any portion of the Senior Notes, after providing 30 days prior written notice (with any such amounts to be applied in the order specified in Section 2.1 above), at the option of Borrower, pro rata to each holder of a Senior Note, by paying one hundred thirty percent (130%) of (i) the then outstanding principal amount plus (ii) 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.

4.3 Right. In the event the Company repays the Senior Note, each Buyer/Noteholder, shall have a right (the "Right") for a period of 12 months from such repayment date (the "Right Period"), 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.

5. **Closing.**

5.1. **Closing Date.** Buyers shall use its commercially reasonable efforts to complete the Closing and deliver the Financing Amount to the account specified below in Section 18 within five (5) business days following the satisfaction of the Closing Conditions set forth below in Section 5.2, but in any event no later than November __, 2020, unless mutually agreed by the parties to extend to a different date (the date of closing of the Senior Financing, the "Closing Date"). Within three (3) business days following the Closing Date, Buyers shall deliver a written closing statement to Borrower confirming receipt of the Financing Amount.

5.2. **Closing Conditions.** Prior to or as of the Closing, the following conditions shall have been satisfied or waived by Buyers in its sole discretion ("Closing Conditions"):

5.2.1 **Delivery of All Executed Documentation.** Borrower shall have delivered executed originals of all Financing Documents to Buyers. Such Financing Documents include, but are not limited to the following, each in form and substance satisfactory to Buyers in their reasonable discretion: (a) this Agreement; (b) the Senior Note attached as Exhibit B; (c) the Registration Funds Escrow; (d) the Registration Rights Agreement attached as Exhibit C; (e) the Pledge Agreement attached as Exhibit D signed by each of the Founders and such other documents as Buyers may reasonably request, including the documentation necessary for Buyers to perfect their senior, first priority security interest in the Collateral, as described below. Further, if Buyers determine or are informed by Borrower that any rights, property or interests that are the subject of any of the foregoing deliveries are not owned or held by Borrower or a Pledgor as the case may be, as of the date hereof or thereof, or otherwise is or may be encumbered, Borrower or Pledgor, as the case may be, shall promptly execute additional copies of such deliveries in the form of such deliveries that were previously negotiated and delivered, but with an updated effective date that is the date Borrower or the applicable Pledgor has acquired the requisite rights, property or interests.

5.2.2 **Completion of Checks.** All verifications and checks of Borrower's credit and/or background and all UCC searches of Borrower required by Buyers shall have been completed. BORROWER HEREBY EXPLICITLY AUTHORIZES BUYERS TO RUN ALL CREDIT CHECKS, BACKGROUND CHECKS, UCC SEARCHES AND OTHER VERIFICATIONS DEEMED REASONABLY NECESSARY BY BUYERS.

5.2.3 **Perfection of Security Interests.** All of the conditions of Section 6 shall have been satisfied, and Buyers shall have perfected, or shall perfect or cause the Company to have effected as of or immediately following the Closing, the security interests of the Buyers in all Collateral (as defined below) by filing UCC-1 Financing Statements and such other security agreements as may be reasonably required, and to the extent applicable, by control and/or by possession.

5.2.4 **Delivery of Organizational Documents.** Prior to closing, Borrower shall deliver to Holders all organizational documents for Borrower along with any amendments thereto, together with written records of all actions and minutes of the Borrower's board of directors and shareholders in each case as in effect as of the Closing Date.

5.2.5 **Additional Requirements.** Such other documents, instruments, agreements, approvals, opinions, requirements and/or filings as Buyers may reasonably request or are necessary to effectuate the purpose and intent of the respective Parties in entering into this Agreement.

If Buyers waive any of the above Closing Conditions based upon Borrower's agreement to satisfy such Closing Conditions following the Closing Date, Borrower shall be obligated to promptly and diligently pursue the satisfaction of such Closing Conditions by the date on which Buyers and Borrower have agreed to extend satisfaction of such Closing Condition, and Borrower's failure to timely and fully do so shall constitute a material Default.

6. **Security Agreement.** Payment of the Obligations shall be secured by those liens, security interests and protections for Buyers set forth in this Section, which shall constitute a security agreement between Borrower and Buyers, for the express benefit of Buyers and its successors and assigns:

6.1. **Grant of Security Interest.** Borrower hereby grants to Buyers a senior, first priority lien on and security interest in and to all of the right, title and interest of Borrower in, to and under the following property, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Collateral"):

6.1.1. All tangible and intangible assets of Borrower, including, but not limited to, all computer codes, trademarks, patents or patents pending, copyrights, trademarks, tools, inventory, contract rights, consumer goods, equipment, inventory, general intangibles, accounts, chattel paper, deposit accounts, documents, instruments, investment property, letter-of-credit rights, letters of credit, money, patents, licenses, intellectual property, cash, cash equivalents, cash collateral, accounts receivable, contracts rights, real property, plant, machinery, equipment, fixtures, vehicles, stock and equity instruments, commercial tort claims, supporting obligations, to the extent not covered by the foregoing types of Collateral, choses in action and all other personal property of Borrower, whether now owned or licensed or hereafter developed, licensed or acquired or whether tangible or intangible, and books and records pertaining to Collateral;

6.1.2. All proceeds, replacements, substitutions, products, rents and profits of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Borrower is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral; and

6.1.3. Any after acquired collateral or assets of the foregoing types.

For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or any proceeds thereof are sold, exchanged,

collected or otherwise disposed of, regardless of whether such disposition is voluntary or involuntary. Each item of Collateral listed in this Section 6.1 that is defined in the Uniform Commercial Code as in effect in the State of California (the "UCC") shall include, but not be limited to, the respective definitions set forth for such terms in the UCC, it being the intention of Borrower that the description of the Collateral set forth above be construed to include the broadest possible range of assets; provided, however, that if by reason of mandatory provisions of applicable law, any or all of the attachment, perfection or priority of Buyers' security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code in a jurisdiction other than the State of Delaware, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions relating to such provisions. Borrower hereby unconditionally and irrevocably appoints and constitutes Buyers (it being acknowledged that such power of attorney is coupled with an interest), as its true and lawful attorney in fact for the assignment, transfer and perfection of this grant and pledge of the Collateral, to the interest and name of Buyers. Buyers shall hold this security interest in the pledged Collateral as security for the repayment of the Obligations and the covenants contained in the Financing Documents relating to the Senior Financing.

6.2. Perfection. Buyers is authorized to file, and Borrower at its expense shall cause to be filed, proper and effective UCC financing statement(s), intellectual property security agreements ("IP Security Agreements"), and any other filings necessary in order to legally perfect Buyers' liens and security interests in the Collateral, and Buyers may, and Borrower shall, take any other steps or actions deemed necessary by Buyers to perfect Buyers' interests in the Collateral. Borrower hereby expressly gives Buyers the authority and permission to file any statement(s), and take such steps or actions, as are contemplated by the foregoing sentence.

6.3. Security for Obligations. This Agreement (together with any IP Security Agreements and filings necessary in order to legally perfect Buyers' liens and security interests in the Collateral, which shall be executed and delivered by the Parties at the Closing or at such other time as the Parties may agree) secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including, without limitation, the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the U.S. Bankruptcy Code), of all Obligations of Borrower, including any future amounts loaned to Borrower by Buyers hereunder or under any future or prior agreements, documents or instruments.

6.4. Borrower to Remain Liable. Anything contained herein to the contrary notwithstanding, (a) Borrower shall remain liable under any contract and agreement included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement and any other Financing Documents had not been executed, (b) the exercise by Buyers of any of their rights hereunder shall not release Borrower from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Buyers shall not have any obligation or liability under any contracts, licenses, and agreements included in the Collateral by reason of this Agreement, nor shall Buyers be obligated to perform any of the obligations or duties of Borrower thereunder or to take any action to collect or enforce any claim for payment transferred or assigned hereunder.

6.5. Further Assurances. Borrower agrees that from time to time, at the expense of Borrower, Borrower will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Buyers may reasonably request, in order to perfect, protect or maintain any security interest granted or purported to be granted hereby or by the IP Security Agreements or to enable Buyers to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Borrower will: (i) execute, if necessary, and file such financing or continuation statements, or amendments thereto; and (ii) deliver such other instruments or notices, as may be necessary or desirable, or as Buyers may request, in order to perfect and preserve the security interests granted or purported to be granted hereby or thereby. Borrower hereby authorizes Buyers to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of any Borrower.

6.6. Buyers Appointed Attorney-in-Fact. Borrower hereby irrevocably appoints Andrew Haag as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, in Buyers' discretion, to take any action and to execute any instrument that Buyers may deem reasonably necessary or advisable to accomplish the purposes of this Agreement and each other applicable Financing Document, from time to time after the occurrence and during the continuation of a Default, including: (a) to obtain and adjust insurance (including any claims thereunder) required to be maintained by Borrower or paid to Buyers; (b) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (c) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clauses (a) and (b) above; (d) to file any claims or take any action or institute any proceedings that Buyers may deem necessary or desirable for the collection or preservation of any of the Collateral or otherwise to enforce or protect the rights of Buyers with respect to any of the Collateral; (e) to pay or discharge taxes or liens (other than liens permitted under the Financing Documents) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Buyers in its sole discretion, any such payments made by Buyers to become obligations of Borrower to Buyers, due and payable immediately without demand; (f) to sign and endorse any invoices, drafts against debtors, assignments, verifications and notices in connection with accounts and other documents relating to the Collateral; and (g) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Buyers were the absolute owner thereof for all purposes, and to do, at Buyers' option and Borrower's expense, at any time or from time to time, all acts and things that Buyers deem necessary to protect, preserve or realize upon the Collateral and any proceeds thereof and Borrowers' security interests therein in order to effect the purpose and intent of the Financing Documents, all as fully and effectively as Buyers may elect in its sole discretion.

6.7. Indemnity and Expenses. Borrower agrees to indemnify Buyers and its principals, partners, employees and affiliates (collectively, the "Buyers Indemnified Parties"), against any and all claims, losses, costs, expenses and liabilities in any way relating to, growing out of or resulting from the Financing Documents and the transactions contemplated hereby or associated herewith (including, without limitation, those incurred in or resulting from the enforcement of this Agreement), except to the extent such claims, losses, costs, expenses or liabilities result from Buyers' gross negligence or willful misconduct as finally determined by a court of competent jurisdiction in a judgment not subject to appeal. Borrower agrees to pay to Buyers and each applicable Buyers Indemnified Party upon demand the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Buyers or such Buyers Indemnified Party may incur in connection with (i) the administration of the Financing Documents, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Buyers hereunder or under any other Financing Document, or (iv) the failure by Borrower to timely and fully perform or observe any of the provisions hereof. The obligations of Borrower in this Section 6.7 shall survive the termination of this Agreement and the discharge of Borrower's other obligations under the Financing Documents.

6.8. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (i) secure all future advances or loans made by Buyers to Borrower, (ii) remain in full force and effect until the payment in full of the Obligations, including any additional advances or loans made to Borrower by Buyers, and (iii) be enforceable by and inure, together with the rights and remedies of Buyers hereunder, to the benefit of Buyers and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), Buyers (and its assignees and transferees in turn) may assign or otherwise transfer any of its rights arising under the Financing Documents to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to Buyers (or any applicable assignees and transferees thereof) whether arising herein or otherwise.

6.9. Maintenance of Collateral. Borrower shall not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral, and shall otherwise protect and preserve the Collateral, and pay promptly when due all payments, property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, services, materials and supplies) against or with respect to, the Collateral. Borrower shall, at its own expense: (a) perform and observe in all material respects all terms and provisions of its material contracts and agreements, enforce all material contracts and agreements in accordance with their terms, and take all such action to such end as may be prudent or from time to time requested by Buyers; and (b) furnish to Buyers, upon Buyers' reasonable request, (i) copies of all notices, requests and other documents received by Borrower under or pursuant to any material contracts or agreements, (ii) such information and reports regarding the Collateral and Borrower and its business as Buyers may reasonably request. Borrower shall not, (x) without the prior written consent of Buyers, cancel, terminate, amend, pledge, encumber or alter any Collateral or consent to or accept any cancellation or termination thereof, or give any consent, waiver or approval thereunder, or (y) take any other action in connection with the Collateral could reasonably be expected to

materially impair the value and priority of the interest or rights of Borrower thereunder or that could reasonably be expected to impair the interest or rights of Buyers under this Agreement or any other Financing Document.

6.10. No Encumbrance or Transfer. For so long as any of the Obligations remain outstanding, Borrower shall not encumber, dilute or in any way transfer, pledge or grant liens in Borrower's interests in the Collateral without the express written consent of Buyers, which may be given, conditioned or withheld in Buyers' sole discretion.

6.11. Future Acquisition of Collateral. For any part(s) or item(s) of the Collateral that are not owned by Borrower as of the date and time of execution of this Agreement, this Agreement shall become effective with respect to such part(s) or item(s) immediately and automatically upon the acquisition of such part(s) or item(s) by Borrower, and Borrower agrees to promptly execute, at Buyers' request, additional agreements in the same form of this Agreement dated as of the date of such acquisitions of such part(s) or item(s), which agreements shall specifically describe any Collateral not specifically described in this Agreement.

7. Each Buyer's Representations and Warranties

As of the Closing Date, each Buyer represents and states for itself and not for any other Buyer that:

7.1. Buyer is purchasing his or its Senior Note for the amount set forth therein, and the shares of Common Stock issuable upon conversion of or otherwise pursuant to the Senior Note and such additional shares of Common Stock, if any, as are issuable on account of interest on the Senior Note pursuant to this Agreement, such shares of Common Stock being collectively referred to herein as the "Conversion Shares" and, collectively with the Senior Note, the "Securities") for its own account and not with a present view towards the public sale or distribution thereof, except pursuant to sales registered or exempted from registration under the 1933 Act; provided, however, that by making the representations herein, each Buyer acting only for itself, does not agree to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act.

7.2. Each Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D (an "Accredited Investor") and has provided the Borrower an executed copy of the accredited investor questionnaire (the "Questionnaire") substantially in the form attached hereto as Exhibit E.

7.3. Each Buyer understands that the Securities are being offered and sold to it in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying upon the truth and accuracy of, and the Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of the Buyer to acquire the Securities.

7.4. Each Buyer and its advisors, if any, have been, and for so long as the Senior Note remains outstanding will continue to be, furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities which have been requested by the Buyer or its advisors. The Buyer and its advisors, if any, have been, and for so long as the Senior Note remains outstanding will continue to be, afforded the opportunity to ask questions of the Company regarding its business and affairs. Notwithstanding the foregoing, the Company has not disclosed to the Buyer any material nonpublic information regarding the Company or otherwise and will not disclose such information unless such information is disclosed to the public prior to or promptly following such disclosure to the Buyer. Neither such inquiries nor any other due diligence investigation conducted by Buyer or any of its advisors or representatives shall modify, amend or affect Buyer's right to rely on the Company's representations and warranties contained in this Agreement.

7.5. Each Buyer understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Securities.

7.6. Each Buyer understands that (i) the sale or resale of the Securities has not been and is not being registered under the 1933 Act or any applicable state securities laws, and the Securities may not be transferred unless (a) the Securities are sold pursuant to an effective registration statement under the 1933 Act, (b) the Buyer shall have delivered to the Company, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the Securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, which opinion shall be accepted by the Company, (c) the Securities are sold or transferred to an "affiliate" (as defined in Rule 144 promulgated under the 1933 Act (or a successor rule) ("Rule 144")) of the Buyer who agrees to sell or otherwise transfer the Securities only in accordance with this Section 7.6 and who is an Accredited Investor, (d) the Securities are sold pursuant to Rule 144, (ii) any sale of such Securities made in reliance on Rule 144 may be made only in accordance with the terms of said Rule 144 and further, if said Rule 144 is not applicable, any re-sale of such Securities under circumstances in which the seller (or the person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other person is under any obligation to register such Securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder (in each case). Notwithstanding the foregoing or anything else contained herein to the contrary, the Securities may be pledged in connection with a bona fide margin account or other lending arrangement secured by the Securities, and such pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities hereunder, and the Buyer in effecting such pledge of Securities shall be not required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement or otherwise.

7.7. Each Buyer understands that until such time as the Senior Note, and, upon conversion of the Senior Note in accordance with its respective terms, the Conversion Shares, have been registered under the 1933 Act or may be sold pursuant to Rule 144, Rule 144A under the 1933 Act or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Securities may bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for such Securities):

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144, RULE 144A OR REGULATION S UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

The legend set forth above shall be removed and the Company shall issue or cause to be issued a certificate for the applicable shares of Common Stock without such legend to the holder of any Security upon which it is stamped or (as requested by such holder) issue the applicable shares of Common Stock to such holder by electronic delivery by crediting the account of such holder's broker with The Depository Trust Company ("DTC"), if, unless otherwise required by applicable state securities laws, (a) such Security is registered for sale under an effective registration statement filed under the 1933 Act or otherwise may be sold pursuant to Rule 144, Rule 144A or Regulation S without any

restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) the Company or the Buyer provides the opinion of legal counsel to the effect that a public sale or transfer of such Security may be made without registration under the 1933 Act, which opinion shall be accepted by the Company so that the sale or transfer is effected promptly without delay. The Company shall be responsible for the fees of its transfer agent and all DTC fees associated with any such issuance. The Buyer agrees to sell all Securities, including those represented by a certificate(s) from which the legend has been removed, in compliance with applicable prospectus delivery requirements, if any. In the event that the Company does not accept the opinion of counsel provided by the Buyer with respect to the transfer of Securities pursuant to an exemption from registration, such as Rule 144, Rule 144A or Regulation S, at the Deadline (as defined in the Senior Note), it will be considered an Event of Default pursuant to Section 3.2 of the Senior Note.

7.8. This Agreement has been duly and validly authorized by each Buyer or has been duly executed and delivered on behalf of each Buyer, and this Agreement constitutes a valid and binding agreement of each Buyer enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and except as may be limited by the exercise of judicial discretion in applying principles of equity.

7.9. Each Buyer is a resident of the jurisdiction set forth immediately below the Buyer's name on the signature pages hereto.

8 . **Borrower's Representations and Warranties.** Borrower hereby represents, warrants and covenants, as applicable, to Buyers (a) as of the date hereof and (b) as of any subsequent extension of the Due Date or the time of funding any advance or loan of any funds pursuant to any of the Financing Documents, as follows:

8.1. Borrower is duly organized, validly existing and in good standing under the laws of its state of incorporation, and is duly qualified to do business and in good standing in each jurisdiction in which the nature of its business requires it to be so qualified.

8.2. Borrower has operated, and is operating, in compliance with all material laws, rules and regulations applicable to Borrower's business, and currently possesses all material permits, licenses and approvals necessary to conduct Borrower's business as currently conducted and as proposed to be conducted in the future.

8.3. If Borrower is a "registered organization" (as defined in the Uniform Commercial Code), Borrower's name and organizational number is as provided in the Financing Documents is accurate, and its main office is located as may be therein set forth.

8.4. Borrower has the power and authority to perform the transactions and its obligations as contemplated under the Financing Documents.

8.5. The execution, delivery and performance by Borrower of its obligations under the Financing Documents, and consummation by Borrower of the transactions contemplated thereby:

8.5.1. have been duly authorized and executed by all necessary authorizations, approvals and consents of Borrower, its officers and directors, its shareholders, and any applicable third parties or governmental agencies or authorities;

8.5.2. does not and will not contravene or cause Borrower to be in default under (I) Borrower's organizational or governing documents, (II) any material contractual restriction contained in any indenture, loan or credit agreement, lease, mortgage, security agreement, bond, note, or other agreement or instrument binding on or affecting Borrower or Borrower's business or property, or (III) any law, rule, regulation, order, writ, judgment, award, injunction, or decree applicable to, binding on or affecting Borrower or Borrower's property;

8.5.3. does not and will not result in or require the creation of any adverse claim upon or with respect to any of the property of Borrower (other than those in favor of Buyers as contemplated hereunder); and

8.5.4. are valid and binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms except as enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws presently or hereafter in effect affecting the enforcement of creditors' rights generally and subject to general principles of equity.

8.6. As of October 27, 2020, the authorized capital stock of the Company consists of: 100,000,000 authorized shares of Common Stock, \$0.001 par value per share, of which as of November 3, 2020 5,000,000 shares were issued in the aggregate to Robert Steele and Danny Lupinelli and no other shares of common stock are issued and outstanding and there are no shares of preferred stock are authorized or outstanding. All of such outstanding shares of capital stock of the Company and the Conversion Shares, are, or upon issuance will be, duly authorized, validly issued, fully paid and non-assessable. No shares of capital stock of the Company are subject to preemptive rights or any other similar rights of the shareholders of the Company or any liens or encumbrances imposed through the actions or failure to act of the Company. As of the effective date of this Agreement, (i) there are no outstanding options, warrants, scrip, rights to subscribe for, puts, calls, rights of first refusal, agreements, understandings, claims or other commitments or rights of any character whatsoever relating to, or securities or rights convertible into or exchangeable for any shares of capital stock of the Company or any of its subsidiaries, or arrangements by which the Company or any of its Subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its subsidiaries, (ii) there are no agreements or arrangements under which the Company or any of its subsidiaries is obligated to register the sale of any of its or their securities under the 1933 Act and (iii) there are no anti-dilution or price adjustment provisions contained in any security issued by the Company (or in any agreement providing rights to security holders) that will be triggered by transactions contemplated in this Agreement. The Company has furnished to the Buyers true and correct copies of the Company's Articles of Incorporation as in effect on the date hereof ("Articles of Incorporation"), the Company's By-laws, as in effect on the date hereof (the "By-laws"), and the terms of all securities convertible into or exercisable for Common Stock of the Company and the material rights of the holders thereof in respect thereto.

9 . Borrower owns or possesses or has valid rights to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses, inventions, trade secrets and similar rights ("**Intellectual Property Rights**") necessary for the conduct of the business of the Borrower as currently carried on. To the knowledge of the Borrower, no action or use by the Borrower or any of its Subsidiaries necessary for the conduct of its business as currently carried on will involve or give rise to any infringement of, or license or similar fees for, any Intellectual Property Rights of others. The Borrower has not received any notice alleging any such infringement of, license or similar fees for, or conflict with, any asserted Intellectual Property Rights of others. Borrower further represents that (i) there is no infringement, misappropriation or violation by third parties of any of the Intellectual Property Rights owned by the Borrower; (ii) there is no pending threatened action, suit, proceeding or claim by others challenging the rights of the Borrower in or to any such Intellectual Property Rights, and the Borrower is unaware of any facts which would form a reasonable basis for any such claim; (iii) the Intellectual Property Rights owned by the Borrower and the Intellectual Property Rights licensed to the Borrower have not been adjudged by a court of competent jurisdiction invalid or unenforceable, in whole or in part, and there is no pending or threatened action, suit, proceeding or claim by others challenging the validity or scope of any such Intellectual Property Rights, and the Borrower is unaware of any facts which would form a reasonable basis for any such claim; (iv) there is no pending or, to the Borrower's knowledge, threatened action, suit, proceeding or claim by others that the Borrower infringes, misappropriates or otherwise violates any Intellectual Property Rights or other proprietary rights of others, the Borrower has not received any written notice of such claim and the Borrower is unaware of any other facts which would form a reasonable basis for any such claim that would, individually or in the aggregate; and (v) no employee of the Borrower is in or has ever been in violation in any material respect of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement or any restrictive covenant to or with a former employer where the basis of such violation relates to such employee's employment with the Borrower, or actions undertaken by the employee while employed with the Borrower. All material technical information developed by and belonging to the Borrower which has not been disclosed in a filed patent application has been kept confidential. The Borrower is not a party to or bound by any options, licenses or agreements with respect to the Intellectual Property Rights of any other person or entity. None of the technology employed by the Borrower has been obtained or is being used by the Borrower in violation of any contractual obligation binding on the Borrower or any of its officers, directors or employees, or otherwise in violation of the rights of any

persons.

10. All licenses for the use of the Intellectual Property are in full force and effect in all material respects and are enforceable by the Borrower and the other parties thereto, in accordance with their terms, except (x) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally, (y) as enforceability of any indemnification or contribution provision may be limited under the federal and state securities laws, and (z) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. None of such agreements or instruments has been assigned by the Borrower, and the Borrower has not, and to the Borrower's knowledge, no other party is in default thereunder and no event has occurred that, with the lapse of time or the giving of notice, or both, would constitute a default thereunder.

10.1. The financial statements of Borrower listed in Schedule 8.8 attached hereto and incorporated herein by this reference are materially accurate and not misleading as of the date hereof.

10.2. Borrower currently has no judgments of any kind against it or its properties.

10.3. Borrower is not currently involved in any litigation or governmental (including any judicial) proceedings or investigations of any kind.

10.4. The Conversion Shares are duly authorized and reserved for issuance and, upon conversion of the Senior Notes in accordance with their terms, will be validly issued, fully paid and non-assessable, and free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Company and will not impose personal liability upon the holder thereof

10.5. The Borrower understands and acknowledges the potentially dilutive effect of the Conversion Shares to the Common Stock upon the conversion of the Senior Note. The Company further acknowledges that its obligation to issue, upon conversion of the Senior Note, the Conversion Shares, in accordance with this Agreement, and the Senior Note are absolute and unconditional regardless of the dilutive effect that such issuance may have on the ownership interests of other shareholders of the Company

10.6. The Borrower and each of its subsidiaries has made or filed all federal, state and foreign income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject (unless and only to the extent that the Company and each of its Subsidiaries has set aside on its books provisions reasonably adequate for the payment of all unpaid and unreported taxes) and has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and has set aside on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim. The Company has not executed a waiver with respect to the statute of limitations relating to the assessment or collection of any foreign, federal, state or local tax. None of the Company's tax returns is presently being audited by any taxing authority

10.7. The Senior Notes collectively shall be a senior debt obligation of the Company, with priority in payment and performance over all existing and future indebtedness of the Company, except for the Company's preexisting obligations. The execution, delivery and performance of this Agreement and the Senior Note by the Borrower and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance and reservation for issuance of the Conversion Shares) will not (i) conflict with or result in a violation of any provision of the Articles of Incorporation or By-laws, or (ii) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which with notice or lapse of time or both could become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, note, evidence of indebtedness, indenture, patent, patent license or instrument to which the Company or any of its Subsidiaries is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and regulations of any self-regulatory organizations to which the Company or its securities is subject) applicable to the Company or any of its subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected (except for such conflicts, defaults, terminations, amendments, accelerations, cancellations and violations as would not, individually or in the aggregate, have a Material Adverse Effect), or (iv) trigger any anti-dilution and/or ratchet provision contained in any other contract in which the Company is a party thereto or any security issued by the Company. Neither the Company nor any of its subsidiaries is in violation of its Articles of Incorporation, By-laws or other organizational documents and neither the Company nor any of its subsidiaries is in default (and no event has occurred which with notice or lapse of time or both could put the Company or any of its subsidiaries in default) under, and neither the Company nor any of its subsidiaries has taken any action or failed to take any action that would give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or any of its subsidiaries is a party or by which any property or assets of the Company or any of its subsidiaries is bound or affected, except for possible defaults as would not, individually or in the aggregate, have a Material Adverse Effect. The businesses of the Company and its subsidiaries, if any, are not being conducted, and shall not be conducted so long as any of the Buyers owns any of the Securities, in violation of any law, ordinance or regulation of any governmental entity. Except as specifically contemplated by this Agreement and as required under the 1933 Act and any applicable state securities laws, the Company is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court, governmental agency, regulatory agency, self-regulatory organization or stock market or any third party in order for it to execute, deliver or perform any of its obligations under this Agreement and the Senior Note in accordance with the terms hereof or thereof or to issue and sell the Senior Note in accordance with the terms hereof and, upon conversion of the Senior Note and issue of Conversion Shares. All consents, authorizations, orders, filings and registrations which the Company is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the date hereof

10.8. Except as may be set forth on Schedule 10.8 there has been since inception no material adverse change and no material adverse development in the assets, liabilities, business, properties, operations, financial condition, results of operations, prospects or 1934 Act reporting status of the Company or any of its Subsidiaries.

10.9. Neither the Company nor any of its Subsidiaries is subject to any charter, corporate or other legal restriction, or any judgment, decree, order, rule or regulation which in the judgment of the Company's officers has or is expected in the future to have a Material Adverse Effect, except as described in Schedule 8.16 attached hereto. Neither the Company nor any of its Subsidiaries is a party to any contract or agreement which in the judgment of the Company's officers has or is expected to have a Material Adverse Effect, except as previously disclosed in SEC filings of the Company.

10.10. Except for arm's length transactions pursuant to which the Company or any of its Subsidiaries makes payments in the ordinary course of business upon terms no less favorable than the Company or any of its Subsidiaries could obtain from third parties, none of the officers, directors, or employees of the Company is presently a party to any transaction with the Company or any of its subsidiaries (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any corporation, partnership, trust or other entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner.

10.11. All information relating to or concerning the Company or any of its Subsidiaries set forth in this Agreement and provided to the Buyers otherwise in connection with the transactions contemplated hereby is true and correct in all material respects and the Company has not omitted to state any material fact necessary in order to make the statements made herein or therein, in light of the circumstances under which they were made, not misleading. No event or circumstance has occurred or exists with respect to the Company or any of its subsidiaries or its or their business, properties, prospects, operations or financial conditions, which, under applicable law, rule or regulation, requires public disclosure or announcement by the Company but which has not been so publicly announced or disclosed.

10.12. The Company acknowledges and agrees that the Buyers are acting (i) severally and not jointly, and (ii) solely in the capacity of arm's length purchasers with respect to this Agreement and the transactions contemplated hereby. The Company further acknowledges that the Buyers are not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and any statement made by the Buyers or any of their respective representatives or agents in connection with this Agreement and the transactions contemplated hereby is not advice or a recommendation and is merely incidental to the Buyers' purchase of the Securities. The Company further represents to the Buyers that the Company's decision to enter into this Agreement has been based solely on the independent evaluation of the Company and its representatives.

10.13. Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf, has directly or indirectly made any offers or sales in any security or solicited any offers to buy any security under circumstances that would require registration under the 1933 Act of the issuance of the Securities to the Buyers. The issuance of the Securities to the Buyer will not be integrated with any other issuance of the Company's securities (past, current or future) for purposes of any shareholder approval provisions applicable to the Company or its securities.

10.14. The Company has taken no action which would give rise to any claim by any person for brokerage commissions, transaction fees or similar payments relating to this Agreement or the transactions contemplated hereby.

10.15. The Company agrees to file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof to the Buyer promptly after such filing.

10.16. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Buyer in order to enforce any right or remedy under this Agreement, the Senior Note and any document, agreement or instrument contemplated hereby. Notwithstanding any provision to the contrary contained in this Agreement, the Senior Note and any document, agreement or instrument contemplated hereby, it is expressly agreed and provided that the total liability of the Company under this Agreement, the Senior Note or any document, agreement or instrument contemplated hereby for payments which under applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under applicable law in the nature of interest that the Company may be obligated to pay under this Agreement, the Senior Note and any document, agreement or instrument contemplated hereby exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by law applicable to this Agreement, the Senior Note and any document, agreement or instrument contemplated hereby is increased or decreased by statute or any official governmental action subsequent to the date hereof, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Agreement, the Senior Note and any document, agreement or instrument contemplated hereby from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Buyer with respect to indebtedness evidenced by this Agreement, the Senior Note and any document, agreement or instrument contemplated hereby, such excess shall be applied by the Buyer to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Buyer's election.

10.17. There are no transactions, arrangements or other relationships between and/or among the Borrower, any of its affiliates (as such term is defined in Rule 405 of the Securities Act Regulations) and any unconsolidated entity, including, but not limited to, any structured finance, special purpose or limited purpose entity that could reasonably be expected to materially affect the Borrower's or any of its Subsidiaries' liquidity or the availability of or requirements for their capital resources.

10.18. All representations, warranties and covenants made by Borrower in any of the other Financing Documents hereby are incorporated into this Agreement by this reference as if fully set forth herein, and all such other representations and warranties are true and complete in all material respects, and all such covenants are binding and enforceable against Borrower in accordance with their respective terms.

11. Borrower's Covenants. To induce Buyers to enter into the transactions contemplated under the Financing Documents, Borrower hereby covenants and agrees as follows:

11.1. Borrower shall not do, and shall use its commercially reasonable efforts not to cause or permit any other person or entity to do, anything to impede, affect, limit or interfere with the priority, scope, validity and enforceability of the liens of Buyers on or the security interests of Buyers in the Collateral.

11.2. In the case of a Default (as defined below), Borrower (A) shall not do, and shall use its commercially reasonable efforts not to cause or permit any other person or entity to do, anything to impede or interfere with the collection, transfer, sale, possession, use or operation by Buyers of the Collateral and Borrower will further promptly provide or obtain all necessary documentation, assistance, authorizations and information needed for Buyers or its transferees or assignees to collect, transfer, sell, possess, use or operate the Collateral, (B) will supply all additional information requested by Buyers for the transfer, sale, possession, use or operation of any Collateral by Buyers or its transferees or assignees thereof, and (C) will instruct its employees, contractors and agents to cooperate and assist Buyers and its applicable transferees or assignees thereof in the use, operation, transfer, collection, possession and/or sale of the Collateral.

11.3. To the best knowledge of Borrower, all material information furnished by or on behalf of Borrower to Buyers in connection with this Agreement or any Financing Document shall be true and complete in all material respects when furnished and shall not omit to state a material fact necessary to make the statements contained therein not misleading.

11.4. Borrower shall provide Buyers with regular financial statements. All financial statements provided by Borrower after the date hereof shall be materially accurate and not misleading as of the date so provided. Borrower shall promptly provide Buyers with updated financial statements if there are any material changes to the financial condition reflected in the most recent statements provided to Buyers.

11.5. For a period of three (3) years after the date of this Agreement Borrower shall retain a transfer agent and registrar acceptable to the Buyers and promptly shall furnish to the Buyers at the Borrower's sole cost and expense such transfer sheets of the Borrower's securities.

11.6. Borrower shall not materially alter the organizational structure, business, operations, officers or ownership of Borrower without first obtaining the reasonable consent of Buyers, which consent shall not be unreasonably withheld or delayed.

11.7. Borrower shall promptly notify Buyers in the event that Borrower becomes involved or threatened with any litigation or any governmental (including judicial) proceedings or investigations of any kind.

11.8. The obligations of the Borrower under the Senior Notes shall rank senior with respect to any and all Obligations incurred as of or following the date of this Agreement and Borrower shall not do, and shall not cause or permit any other person or entity to do, anything to impede or interfere with the priority, enforceability or validity of the liens of Buyers on or the security interests of Buyers in the Collateral nor shall Borrower so long as it has any obligations under this Agreement or under the Senior Notes directly or indirectly through any subsidiary or affiliate incur or suffer to exist or guarantee any indebtedness or obligation that is senior to or pari passu with (in priority of payment and performance) of the Borrower's obligations hereunder. Borrower shall not transfer, encumber or grant any liens on or security interests in the Collateral

without the prior written consent of Buyers. Borrower shall not incur any material liabilities or obligations other than in the ordinary course of business without obtaining the consent of Buyers, not to be unreasonably withheld.

11.9. Borrower shall operate in accordance with all of its material permits, licenses and approvals, and all material laws, rules and regulations of any kind applicable to Borrower's business or affairs.

11.10. As further collateral, each of the Founders shall place all shares of capital stock of the Company owned by them (the "Escrow Shares") into an escrow with an attorney (the "Escrow Agent") selected by the Buyers along with written executed irrevocable proxies, instructions and other appropriate documents, that in the event of default under any of the outstanding Senior Notes, the Escrow Shares may at the election be assigned, transferred and conveyed, pro rata, to the holders of the Senior Notes. In the event of default under the Senior Notes that could cause assignment of the Escrow Shares to the holders of the Senior Notes, such holders of the Senior Notes, pending the transfer of the Escrow Shares and pro rata to their respective interests, shall have an irrevocable proxy to vote the Escrow Shares on all matters. Notwithstanding anything of the foregoing, the holders of the Senior Notes shall instruct the Escrow Agent to release the Escrow Shares to the Founders upon (i) shares underlying the Senior Notes are registered with the Securities and Exchange Commission ("SEC") on Form S-1 (ii) the Company obtains a trading symbol from an appropriate agency (iii) listing the shares of capital stock of the Company for trading over-the-counter or on an exchange (iv) completing an equity capital raise of at least \$3 million at a pre-money valuation of at least \$10 million (v) timely making all of the filings with the SEC required for a reporting company, for a period of not less than 12 months.

11.11. The Company will indemnify and hold harmless Buyers, from any claims that are brought or may be brought by any creditors or shareholders of the Company.

11.12. Borrower shall ensure all material inventions, software, code and intellectual property that is utilized by Borrower, incorporated into Borrower's products or important to Borrower's business shall be and remain the sole and exclusive property of Borrower.

11.13. So long as the Borrower shall have any obligation under the Senior Notes, the Borrower shall not without the written consent of a majority in interest of the Holders (a) pay, declare or set apart for such payment, any dividend or other distribution (whether in cash, property or other securities) on shares of capital stock other than dividends on shares of Common Stock solely in the form of additional shares of Common Stock or (b) directly or indirectly or through any subsidiary make any other payment or distribution in respect of its capital stock.

11.14. So long as the Borrower shall have any obligation under this Agreement or under the Senior Notes, the Borrower shall not, without the written consent of a majority in interest of the Holders, sell, lease or otherwise dispose of any significant portion of its assets outside the ordinary course of business. Any consent to the disposition of any assets may be conditioned on a specified use of the proceeds of disposition. Borrower acknowledges and agrees that each Buyer's responsibility to the Borrower is solely contractual in nature and that none of the Buyers or their affiliates shall be deemed to be acting in a fiduciary capacity or otherwise owes any fiduciary duty to the Borrower or any of its affiliates in connection with the transactions contemplated by this Agreement.

11.15. So long as the Borrower shall have any obligation under this Agreement or under the Senior Notes, Borrower shall not, without the written consent of a majority in interest of the Holders, change the nature of its business or sell, divest, or change the structure of any material assets other than in the ordinary course of business.

12. Covenants of Funding

12.1. The Company shall within three months from the Closing (i) complete, file and cause to be effective a registration statement on Form S-1 with the SEC (the "Registration Statement"), (ii) file and use best efforts to obtain a trading symbol from FINRA or any other agency charged with such authority and (iii) use best efforts to list the shares of common stock of the Company for trading on OTCQB or on a nationally recognized exchange such as Nasdaq.

12.2. The Company will timely deliver to the holder of the Senior Notes (i) annual financial statements, audited by an independent, PCAOB-registered firm of certified public accountants, not later than 90 days following the end of the Company's fiscal year end, (ii) timely deliver unaudited quarterly financial statements not later than 45 days following each period covered by such reports and (iii) standard inspection rights.

12.3. The Company shall enter into a Registration Rights Agreement, substantially in the form attached hereto as Exhibit C pursuant to which all of the shares issuable under the Senior Notes shall be registered in the initial registration statement with the SEC.

12.4. The shares of the Company's capital stock owned by Founders, employees and consultants of the Company shall not be included in the Company's initial registration statement and may be registered solely upon (i) two-year anniversary of the Closing, or (ii) upon an up-listing to a senior US exchange subject to a one-year lock-up after such up-listing, prior to the maturity date of the Senior Notes if there is an event that constitutes the change of control, then upon demand of the holders of the Senior Notes, the Company shall immediately repay principal and any accrued, but unpaid interest under the Senior Notes and a premium ("Change In Control Premium" in the amount that equals to 30% of the sum of (i) outstanding principal amount of the Senior Notes and (ii) all accrued but unpaid interest on the Senior Notes (and if not immediately paid, the Change In Control Premium shall include default interest of 12% per annum until all sums due hereunder are paid).

12.5. If at any time or from time to time through December 31, 2022, the Company issues any additional securities (including, but not limited to, any class of shares, preferred stock, warrants, rights to subscribe for shares, convertible debt or other securities convertible into any share class, referred to below collectively as the "New Issuance") for a consideration per share, after giving effect to commissions, fees and other expenses (collectively "offering costs"), that is less, or which on conversion or exercise of the underlying security is less, than the conversion price of the Senior Notes (as adjusted for changes resulting from any forward or reverse share splits, stock dividends and similar events) (the "Down Round Price"), the Company shall issue additional shares to holders of the Senior Notes in an amount that they would have received at the Down Round Price, rounded up to the next whole share, on a full ratchet basis at no additional consideration ("Down Round Issuances"). In the event that a New Issuance is made at a Down Round Price and includes both equity securities and rights to acquire additional securities (whether in the form of warrants, options or other rights) (the "Rights"), then as part of any full ratchet adjustment the Company shall also include, within the Down Round Issuances, that number of Rights which holder of the Senior Note would have acquired had it participated in the New Issuance. At the option of each Buyer, after giving effect to the foregoing full ratchet adjustments, Buyer may elect to convert its Senior Note into the securities that comprise the New Issuances.

12.6. No Founder shall directly or indirectly sell, transfer, assign, pledge or otherwise dispose of (whether with or without consideration and whether voluntarily or involuntarily or by operation of law) any interest in his shares (a "Transfer"), except pursuant to the provisions of **Annex A** to this Section 12.6, attached to this Agreement. The Company shall reimburse Buyers or pay directly to counsel for the Buyers \$10,000.00 for due diligence, preparation of this Agreement and the other Financing Documents. Additionally, Company agrees to pay reasonable fees and expenses of legal counsel who will represent all the participating holders of the shares issued or issuable upon conversion of the Senior Notes in filing a registration statement with the SEC.

12.7. The Company shall neither take on nor assume any additional debt, issue common stock, preferred stock, warrants, or options or nor shall the Company

engage in or seek financing which utilizes any variable priced equity linked instruments without approval of a majority of holders of the Senior Notes.

12.8. Founders agree to not take 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 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.

12.9. Failure timely to perform any of the foregoing covenants, or of other representations and warranties contained within the Financing Documents, shall constitute a breach of the Financing Documents that will cause a trigger of the default rate of interest rate to 18% per annum until paid.

12.10. In the event, the Company prepays the Senior Note before maturity date of the Senior Notes, each Buyer shall have a right (the "Right") for a period of 12 months from such pre-payment date (the "Right Period"), 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 provided that the Right may only be exercised if the Company is acquired or has entered into an agreement to be acquired or there is an event of change of control of ownership of the Company within the Right Period.

13. **Obligation of Borrower when Breach Discovered.** Upon discovery by Borrower of any inaccuracy in or breach of any of any Borrower's representations, warranties or covenants under the Financing Documents, Borrower shall give prompt written notice to Buyers of such inaccuracy or breach including reasonable detail describing such breach or inaccuracy, the anticipated effect thereof on Borrower or its business, whether or not Borrower believes such breach or inaccuracy can be cured and if so, the proposed nature and deadline for such cure. Notwithstanding the foregoing, the delivery of such notice and any purported potential cure thereof shall not be deemed to create any cure right or require any forbearance by Buyers unless otherwise agreed by Buyers or expressly provided herein.

14. **Default.** Any one or more of the following events, regardless of whether such occurrence is voluntary or involuntary or comes about or becomes effected by operation of law or otherwise, shall be considered a "Default" by Borrower under the terms of this Agreement (subject to the Cure Period as provided in Section 16):

14.1. **Repayment Failure.** Borrower fails to timely and fully pay all Obligations on or before the Due Date thereof or when such other Obligations otherwise become due, and such failure to pay is not cured within seven (7) days after written notice thereof from Buyers.

14.2. **Incorrect Representation, Warranty, or Furnished Information.** Any material representation or warranty made by Borrower in any Financing Document proves to be incorrect or untrue in any material respect, or any material representation, information, statements (including financial statements), reports, or data furnished or made available by or on behalf of Borrower (including by any duly authorized attorney or accountant or employee of Borrower) in connection with any Financing Documents or the matters contemplated hereby or thereby proves to have been untrue in any material respect, and the untruthfulness thereof was known to Borrower at the time the representation, information, statements, reports or data was furnished to Buyers.

14.3. **Material Breach.** Borrower materially breaches or defaults with respect to any covenant, agreement, provision or condition of this Agreement or any other Financing Document. For avoidance of doubt, the Parties acknowledge and agree that any Default by Borrower under any Financing Documents, including any failure to register the shares underlying the Senior Notes or any other failure relating to the listing and trading of Borrower's common stock on a recognized trading exchange, shall constitute a default by Borrower under all of the Financing Documents, entitling Buyers to immediately exercise the remedies provided under Section 11.

14.4. **Bankruptcy or Insolvency.** A receiver, conservator, liquidator or trustee of Borrower or any of its subsidiaries is appointed by order of decree of any court or agency or supervisory authority having jurisdiction; or any order for relief is entered against Borrower or any of its subsidiaries under the U.S. Bankruptcy Code; or Borrower or any of its subsidiaries files for bankruptcy protection under the U.S. Bankruptcy Code or any involuntary bankruptcy in which it or any of its subsidiaries is a named debtor is filed; or Borrower or any of its subsidiaries is adjudicated bankrupt or insolvent; or any property of Borrower is sequestered by court order and such order remains in effect for more than ninety (90) days; or a petition is filed by or against Borrower or any of its subsidiaries under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect and such petition remains unstayed for more than ninety (90) days

14.5. **Default Under Other Agreements.** The declaration of an event of default by any lender or other extender of credit to the Company under any notes, loans, agreements or other instruments of the Company evidencing any debt or other obligation of the Company (including those filed as exhibits to or described in the Company's filings with the SEC), after the passage of all applicable notice and cure or grace periods.

14.6. **Failure to List Shares.** The Borrower shall fail to list or fail to maintain the listing of the Borrower's common stock on at least one of the OTCQB Market, any other level of the OTC Markets (other than the pink sheets of OTC markets) or any level of Nasdaq.

14.7. **Failure to Maintain Current Financials or Failure to Comply with the 1934 Act.** At any time within ten (10) business days after the Registration Statement is declared effective SEC the Borrower shall fail to comply with the reporting requirements of the 1934 Act and/or the Borrower shall cease to be subject to the reporting requirements of the 1934 Act. It shall be an Event of Default under this Section 14.7 if the Borrower shall file any Notification of Late Filing on Form 12b-25 with the SEC.

15. **Default Consequences and Remedies.** Upon the occurrence of one or more Default by Borrower, and at all times thereafter, and following the expiration of any applicable Cure Period (as defined below):

15.1. **Default Interest.** A default interest rate of fifteen percent (18%) per annum, or if less, the maximum rate then permissible under applicable law, calculated on the basis of a three hundred sixty (360) day year, shall accrue against any unpaid Obligations.

15.2. **Acceleration.** The full Obligations, including all fees, accrued interest, costs, expenses and charges, shall become immediately due and payable without notice or demand and the Due Date for any then outstanding Obligations shall be deemed the date of the Default triggering such acceleration (except to the extent the default is a Non-Payment Default that is timely cured to Buyers' reasonable satisfaction).

15.3. **Costs and Expenses of Collection.** Borrower shall be responsible for all costs incurred by Buyers in the collection of the Obligations, including costs and expenses related to the enforcement of Buyers' liens and security interests and foreclosure on the Collateral, attorney fees, Buyers' fees, and court and collection costs, if any.

15.4. **Remedies.** Buyers shall have the right to pursue any and all available legal and equitable remedies for the collection of the Obligations and all fees, interest and penalties due and payable, including but not limited to the following:

15.4.1. Buyers may, at its option, exercise any or all of the remedies available to it under the UCC or any uniform commercial codes or equivalent laws or statutes of any applicable jurisdiction.

15.4.2. Buyers may take any other action or remedy available to Buyers under applicable law or in equity, or pursuant to the terms of this Agreement, the other Financing Documents, or otherwise.

15.4.3. Notwithstanding any other provisions hereof, in the event that any other creditors or shareholders of, or investors in, Borrower take material action (which, for purposes hereof, shall mean any actions, individually or in the aggregate, that give rise to liability of Borrower in an amount of \$25,000 or more) against Borrower or initiate foreclosure proceedings against material assets of Borrower, which actions remains unstayed or unbonded against for more than ninety (90) days, Borrower shall be deemed to have granted to Buyers hereunder, as of the date hereof and without the requirement of any further action, a security interest in all of Borrower's assets in order to secure the performance by Borrower of its obligations hereunder and under the other Financing Documents.

Following the exercise of any of the foregoing remedies, after payment in full and satisfaction of all Obligations (including any costs of sale, collection and enforcement), any amounts received by Buyers in excess of the Obligations shall be delivered to Borrower or to the order directed by Borrower. Buyers may deduct from the proceeds of any sale of Collateral to a third party the amount of any Obligations owed to Buyers pursuant to this Agreement and any other Financing Documents, or any associated agreements, all costs and expenses associated with the removal and sale of the Collateral, including those costs, if any, incurred in repairing, restoring, protecting, transporting or transferring the Collateral. If the proceeds from any such sale are less than the total Obligations, the proceeds from the sale shall be applied to pay such Obligation, but Borrower will remain liable for any amounts remaining unpaid or unsatisfied.

16. Cure Period. Prior to Buyers exercising any of its rights and remedies pursuant to Section 11, except in the case of a Default arising from the failure to pay any Obligations when due (such failure being, a "Payment Default" and any other Default being, a "Non-Payment Default"), Borrower shall have a reasonable opportunity to cure any such Non-Payment Default for a period of ten (10) days after the date of such Non-Payment Default, or such longer period as may be agreed to by Buyers in their reasonable discretion (the "Cure Period"), prior to Buyers having the right to exercise any remedies hereunder; provided, that Borrower shall promptly advise Buyers of all material facts regarding any such Non-Payment Default and the specific actions Borrower proposes to take to cure any such Non-Payment Default. Whether any such Non-Payment Default is timely and appropriately cured will be determined by Buyers in t good faith, reasonable discretion. Borrower shall not be entitled to any Cure Period for any Payment Default, except as herein provided or to the extent Buyers otherwise agree in their sole and absolute discretion.

1 7 . PRESENTMENT. BORROWER AND ALL PERSONS NOW OR HEREAFTER LIABLE FOR THE PAYMENT OF ANY OBLIGATIONS, INCLUDING INTERESTS, COSTS, CHARGES, EXPENSES, FEES OR ANY OTHER AMOUNTS DUE ON THIS AGREEMENT, THE OTHER FINANCING DOCUMENTS, OR ANY PART THEREOF, HEREBY (I) EXPRESSLY WAIVE PRESENTMENT FOR PAYMENT, NOTICE OF DISHONOR, PROTEST AND NOTICE OF PROTEST, AND (II) AGREE THAT THE TIME FOR THE PAYMENT OR PAYMENTS OF ANY PART OF THE OBLIGATIONS MAY BE EXTENDED BY THE MUTUAL CONSENT OF THE PARTIES WITHOUT RELEASING OR OTHERWISE AFFECTING THEIR LIABILITY ON THIS AGREEMENT, THE OTHER FINANCING DOCUMENTS, OR ANY LIEN, SECURITY INTEREST OR MORTGAGE SECURING THE OBLIGATIONS UNDER THIS AGREEMENT OR ANY OTHER FINANCING DOCUMENTS.

1 8 . Legal Fees and Expenses. Borrower shall be responsible for its own legal, professional and out-of-pocket fees and expenses incurred or charged in connection with the Financing Documents and for the fees of Buyers' legal and professional fees as set forth in this Agreement.

1 9 . Governing Law; Jurisdiction; Consent to Service of Process; Waiver of Jury Trial. This Agreement and the other Financing Documents shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to its conflicts of laws rules, except with respect to the laws that apply to the perfection and enforcement of the security interests in the Collateral, in which case the laws of the states in which the Collateral is located shall govern. Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Superior Court of the State of California, sitting in Los Angeles, California and of the United States District Court of the Central District of California, and any California appellate court from any thereof, in any action or proceeding arising out of or relating to any Financing Document, or for recognition or enforcement of any judgment relating thereto or arising therefrom, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be exclusively heard and determined in such California State court or, to the extent permitted by applicable law, in such California federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Nothing in this Agreement or any other Financing Document or otherwise shall affect any right that Buyers may otherwise have to bring any action or proceeding relating to this Agreement or any other Financing Document against Borrower or its properties in the courts of any jurisdiction. Borrower hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Financing Document in any court referred to in this Agreement. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of any purported inconvenient forum to the maintenance of such action or proceeding in any such court. Each party to this Agreement irrevocably consents to service of process in any action or proceeding arising out of or relating to any Financing Document, in the manner provided for notices (other than telecopy or email) herein. Nothing in this Agreement or any other Financing Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable law.

20. Payments to Buyers. Unless a Buyer notifies Borrower that a different method of payment is desired, all payments of any amounts owed to Buyers shall be paid by wire transfer to the bank accounts identified on Exhibit F.

21. Funding. The funding of the Financing Amount to Borrower (net of applicable costs and expenses, if elected by Buyers) shall be made by wire transfer to the account identified on Exhibit G.

2 2 . Notices. Unless otherwise specifically provided herein, any approval, disapproval, demand, document or other notice or communication ("Notice") required or permitted to be given hereunder shall be in writing and may be served (a) personally, or (b) by commercial delivery or private courier service, or (c) by Federal Express or other national overnight delivery service, or (d) by registered or certified mail (return receipt requested, postage prepaid), or (e) by telecopy or facsimile transmission, to the respective addresses and numbers specified below (or such other address for Notice as any Party may provide to the other Party from time to time pursuant to a validly delivered Notice hereunder), which Notice shall be effective (i) upon personal delivery, (ii) the next business day after delivery to Federal Express or other national overnight delivery service for next day delivery to the appropriate address, (iii) when received as indicated by the date on the return invoice or receipt showing delivery, or (iv) when sent by telecopy or facsimile, with written proof of either transmittal to and receipt by the other party or the failure of such transmission to the number designated by such party in this Section being established mechanically by the sender at the time of transmittal or attempted transmittal. Any delivery by facsimile in which all attempted facsimile transmissions failed shall be followed on the next business day by one of the other methods of notice set forth in this Section. Notice of change of any address or fax numbers shall be given by written notice in the manner detailed in this Section or by email at the addresses set forth in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to constitute receipt of the Notice. All Notices to Buyers shall be copied via email to Buyers at the address specified below. The parties' addresses for Notices are as follows:

IF TO BUYERS: Teresa Kunz

Asset Accounting Services, LLC
IRTH Communications, LLC
Accounting

720 N 4th Street
Montpelier, ID 83254
tkunz@assetacctg.com
Office: (208) 540-5998

IF TO BORROWER: Thumzup Media Corporation

711 South Carson Street, Suite 4
Carson City, NV 89701
Attention: Robert Steele, Chief Executive Officer
Email: robert@thumzupmedia.com

23. Representation of Certain Buyers by Law Firm. By their execution of this Agreement, all parties acknowledge that (a) The Law Offices of Aaron A. Grunfeld and Associates (the "Firm") has represented Hampton Growth Resources, LLC and Westside Strategic Partners, LLC ("Hampton" and "Westside" respectively), two of the Buyers, in connection with this Agreement, and that the Firm has not and shall not be deemed to have represented any other party, regardless of the source of payment of some or all of the legal fees and costs of the Firm incurred for this matter, and (b) the Firm has represented and may again in the future represent members of Hampton or Westside or their affiliates. Each of the undersigned, their respective affiliates, (i) acknowledges that the Firm has recommended that each party to this Agreement seek separate independent counsel, and (ii) hereby releases the Firm, each of its principals, and employees and counsel from any and all claims, costs, damages, losses, and liabilities arising from any claim that any of them violated or owed any duty to any party other than to Hampton and Westside by reason of any services rendered by any of them in connection with this Agreement and/or the affairs of the Company. If a dispute arises between Hampton and Westside or their affiliates on one hand and the Company or one of more of the other parties to this Agreement or their Affiliates on the other hand, the Firm shall not represent the Company nor any of such other parties or any their respective Affiliates, but the Firm may represent Hampton and Westside or their Affiliates in that dispute. The Company and each of the undersigned shall indemnify, defend, and hold the Firm, each of its principals, and employees and counsel harmless from any and all claims, costs, damages, losses, and liabilities any of them may incur arising out of or in connection with any claim that any of them violated or owed any duty to any party by reason of any services whatsoever rendered by any of them in connection with this Agreement and/or the affairs of the Company. The Firm and each of the principals of the Firm shall be entitled to rely upon, and to enforce at the Company's expense, the provisions of this Section 23, as expressed and intended third-party beneficiaries hereof

24. Miscellaneous.

- a. This Agreement and the Financing Documents constitute the entire agreement between the parties hereto with respect to the subject matter contained herein and therein and supersedes all prior or contemporaneous agreements, representations and understandings of the parties, express or implied, oral or written. This Agreement may not be amended or modified in any way except in a writing signed by each of the parties hereto. Borrower may not assign its obligations under this Agreement without the prior written consent of Buyers, which may be granted, conditioned or withheld in Buyers' sole discretion. Buyers may freely pledge, assign or transfer its rights under this Agreement or under any Note issued pursuant hereto, subject only to delivering a Notice of such fact to Borrower as provided in Section 20. From and after any such assignment, all references to a "Buyer" or "Buyers" herein shall mean and include any such assignee to the extent of the rights so assigned. All provisions herein shall be construed in all cases as a whole according to their fair meaning, neither strictly for nor against either Borrower or Buyers and without regard for the identity of the party preparing the same. Borrower agrees to cooperate in good faith with Buyers and its agents and representatives in all aspects of accomplishing the intent of this Agreement, including but not limited to signing additional documents and taking other actions as may be reasonably necessary or proper for such purpose. No agency, partnership, joint venture or other relationship is intended hereby, and no Party shall be deemed the agent, servant, employee, partner or joint venturer of any other Party. Borrower and Buyers shall not, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. Any date that falls on a legal holiday or weekend shall not be extended until the next business day. Without limiting Buyers' rights or remedies provided herein or available at law or in equity, the term of this Agreement shall extend until all Obligations are paid in full and Borrower performs all obligations that are required under this Agreement.
- b. This Agreement shall be deemed to be jointly drafted by the Company and the Buyers and shall not be construed against any person as the drafter hereof. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.
- c. In the event that any provision of this Agreement, any Senior Note, or any other agreement or instrument delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Agreement, the Senior Note, or any other agreement, certificate, instrument or document contemplated hereby or thereby.
- d. This Agreement, the Senior Notes, and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor any Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement or any agreement or instrument contemplated hereby may be waived or amended other than by an instrument in writing signed by a Buyer.
- e. This Agreement shall be binding upon the Borrower and its successors and assigns and shall inure to the benefit of the Buyers and their successors and assigns. Each transferee of the Buyers must be an "Accredited Investor" under the federal securities laws.
- f. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
- g. The representations and warranties of the Company and the agreements and covenants set forth in this Agreement shall survive the closing hereunder notwithstanding any due diligence investigation conducted by or on behalf of any of the Buyers. The Company agrees to indemnify and hold harmless the Buyers and all their officers, directors, employees and agents for loss or damage arising as a result of or related to any breach or alleged breach by the Company of any of its representations, warranties and covenants set forth in this Agreement or any of its covenants and obligations under this Agreement, including advancement of expenses as they are incurred.
- h. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.
- i. In consideration of the Buyers' execution and delivery of this Agreement and acquiring the Securities hereunder, and in addition to all of the Company's other obligations under this Agreement or the Senior Note, the Company shall defend, protect, indemnify and hold harmless the Buyers and their respective stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "Indemnitees") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "Indemnified Liabilities"), incurred by any Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by the Company in this Agreement, the Senior Note or any other agreement, certificate, instrument or document contemplated hereby or thereby, (b) any breach of any covenant, agreement or obligation of the Company contained in this Agreement, the Senior Note or any other agreement, certificate, instrument or document contemplated hereby or thereby or (c) any cause of action,

suit or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company) and arising out of or resulting from (i) the execution, delivery, performance or enforcement of this Agreement, the Senior Note or any other agreement, certificate, instrument or document contemplated hereby or thereby, (ii) any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of the issuance of the Securities, or (iii) the status of the Buyer or holder of the Securities as an investor in the Company pursuant to the transactions contemplated by this Agreement. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities that is permissible under applicable law.

j. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Buyer by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this Agreement or the Senior Note will be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Agreement or the Senior Note, that the Buyer shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Agreement or the Senior Note and to enforce specifically the terms and provisions hereof, without the necessity of showing economic loss and without any bond or other security being required.

k. To the extent that the Company makes a payment or payments to the Buyer hereunder or pursuant to the Senior Note, or the Buyer enforces or exercises its rights hereunder or thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other person or entity under any law (including, without limitation, any bankruptcy law, foreign, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

l. No failure or delay on the part of the Buyer in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies of the Buyer existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

m. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. A facsimile or .pdf signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or .pdf signature. Delivery of a counterpart signature hereto by facsimile or email/.pdf transmission shall be deemed validly delivery thereof.

(remainder of page intentionally left blank – signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BORROWER:

THUMZUP MEDIA CORPORATION

By:
Name: Robert Steele, Chief Executive Officer

Buyers:

HAMPTON GROWTH RESOURCES, LLC

By:
Name:]

WESTSIDE STRATEGIC PARTNERS, LLC

By: _____
Name:

By:
[]

By:
, [Title]

SCHEDULE I

Buyers

SCHEDULE 8.8

Financial Statements

SCHEDULE 10.8

No Material Adverse Changes

EXHIBIT A

Term Sheet

EXHIBIT B

Form of Senior Secured Convertible Promissory Note

EXHIBIT C

Form of Registration Rights Agreement

EXHIBIT D

Form of Pledge Agreement

EXHIBIT E

Accredited Investor Questionnaire

EXHIBIT F

Buyers' Wire Instructions

EXHIBIT G

Company's Wire Instructions

ANNEX A TO SECTION 12.6

(a) **Transfer of Shares.** No Founder shall directly or indirectly sell, transfer, assign, pledge or otherwise dispose of (whether with or without consideration and whether voluntarily or involuntarily or by operation of law) any interest in his shares (a "Transfer"), except pursuant to the provisions of this Section 12.6; provided that in no event shall any Transfer of Founder's shares ("Shares") pursuant to this Section 12.6 be made for any consideration other than cash payable upon consummation of such Transfer or in installments over time and no Shares may be pledged. No Founder shall consummate any Transfer until 20 days after the later of the delivery to the Company and the Buyers of such Founder's Offer Notice or Sale Notice (if any), unless the parties to the Transfer have been finally determined pursuant to this Section 12.6 prior to the expiration of such 20-day period (the "Election Period").

(b) **First Offer Right.** At least ten days prior to making any Transfer of any Shares, the transferring Founder (the "Transferring Founder") shall deliver a written notice (an "Offer Notice") to the Company and the Buyers, disclosing in reasonable detail the proposed number of Shares to be transferred (the "Offered Shares"), the proposed terms and conditions of the Transfer and the identity of the prospective transferee(s) (if known). Company shall have the right to purchase all (but not less than all) of the Offered Shares at the price and on the terms specified therein by delivering written notice of such election to the Transferring Founder and the Buyers as soon as practical but in any event within ten days after the delivery of the Offer Notice. If Company elects not to purchase all of the Offered Shares within such ten-day period, each of the Buyers may elect to purchase all (but not less than all) of his Pro Rata Share (as defined below) of the Offered Shares at the price and on the terms specified therein by delivering written notice of such election to the Transferring Founder as soon as practical but in any event within 20 days after delivery of the Offer Notice. Any Offered Shares not elected to be purchased by the end of such 20-day period shall be reoffered for the ten-day period prior to the expiration of the Election Period by the Transferring Founder on a pro rata basis to the Buyers who have elected to purchase their Pro Rata Share and, if there are any Offered Shares remaining after such allocation, Company shall have the right to purchase such remaining Offered Shares. If Company or any Buyers have elected to purchase Offered Shares from the Transferring Founder, the transfer of such shares shall be consummated as soon as practical after the delivery of the election notice(s) to the Transferring Founder, but in any event within ten days after the expiration of the Election Period. To the extent that Company and the Buyers have not elected to purchase all of the Offered Shares, the Transferring Founder may, within 90 days after the expiration of the Election Period and subject to the provisions of subsection (c) and (d) below, transfer all of the Offered Shares to one or more third parties at a price no less than the price per share specified in the Offer Notice and on other terms no more favorable to the transferees thereof than offered to Company and the Buyers in the Offer Notice. Any Offered Shares not transferred within such 90-day period shall be reoffered to Company and the Buyers under this Section 12.6) prior to any subsequent Transfer. The purchase price specified in any Offer Notice shall be payable solely in cash at the closing of the transaction or in installments over time, and no Offered Shares may be pledged except on terms and conditions satisfactory to the Buyers. Each Buyer's "Pro Rata Share" shall be based upon such Buyer's proportionate ownership of all Senior Notes acquired hereunder. By way of illustration, if a Buyer acquired twenty five percent (25%) of the Senior Notes Buyer's Pro Rata Share would equal twenty five percent (25%) of the Offered Shares

(c) **Right to Co-Sale.**

(i) To the extent Company and the Buyers do not exercise their respective purchase options as to all of the Offered Shares hereunder, then each of the Buyers (each a "Co-selling Buyer" for purposes of this subsection (c)) who notifies the Transferring Founder in writing within fifteen (15) days after receipt of the Offer Notice referred to in Section (b) above, shall have the right to participate in such sale of the Offered Shares on the same terms and conditions as specified in the Offer Notice. Such Co-selling Buyer's notice to the Transferring Founder shall indicate the number of Shares the Co-selling Buyer wishes to sell under his or its right to participate. To the extent one or more of the Buyers exercise such right of participation in accordance with the terms and conditions set forth below, the number of Shares that the Transferring Founder may sell shall be correspondingly reduced.

(ii) Each Co-selling Buyer may sell all or any part of that number of Shares equal to the product obtained by multiplying (A) the aggregate number of Shares covered by the Offering Notice by (B) a fraction, the numerator of which is the number of Shares same in the class as the Offered Shares owned by the Transferring Founder on the date of the Offer Notice and the denominator of which is the total number of Shares of that Class.

(iii) Each Co-selling Buyer shall effect its participation in the sale by promptly delivering to the Transferring Founder for transfer to the prospective purchaser one or more certificates, properly endorsed for transfer, which represent the number of Shares which such Co-selling Buyer elects to sell.

(iv) The stock certificate or certificates that the Co-selling Buyer delivers to the Transferring Founder pursuant to Section (c)(iii) shall be transferred to the prospective purchaser in consummation of the sale of the Shares pursuant to the terms and conditions specified in the Offer Notice, and the Transferring Founder shall concurrently therewith remit to such Co-selling Buyer that portion of the sale proceeds to which such Co-selling Buyer is entitled by reason of its participation in such sale. To the extent that any prospective purchaser prohibits such assignment or otherwise refuses to purchase Shares or other securities from a Co-selling Buyer exercising its rights of co-sale hereunder, the Transferring Founder shall not sell to such prospective purchaser any Shares unless and until, simultaneously with such sale, the Transferring Founder shall purchase such Shares or other securities from such Co-selling Buyer for the same consideration and on the same terms and conditions as the proposed transfer described in the Offer Notice.

FORM OF CONVERTIBLE PROMISSORY NOTE

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS DOCUMENT NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER AND REASONABLY APPROVED BY THE COMPANY), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

SENIOR SECURED CONVERTIBLE PROMISSORY NOTE

November, 2020

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Note No. 1

FOR VALUE RECEIVED, Thumzup Media Corporation, a Nevada corporation ("Borrower" or the "Company"), hereby promises to pay to the order of [], [] having an address set forth in the NPA (as defined below), or its successors or assigns (the "Holder"), the principal amount of **Thousand and 00/100 United States Dollars (\$,000.00)** on or before November, 2021 (the "Maturity Date"), and to pay interest on the unpaid principal balance hereof at the rate of eight percent (8%) per annum (the "Applicable Rate") commencing as of the date the proceeds hereunder are funded to the Company (the "Funding Date"), in accordance with the terms hereof. This Senior Secured Convertible Promissory Note is one of several identical notes amounting in the aggregate to \$200,000 as set forth in the NPA (this note, and all modifications, extensions, future advances, supplements, and renewals thereof, and any substitutions therefor, hereinafter referred to as the "Note", and collectively with other notes, the "Notes") shall be payable in accordance with the terms set forth below. This Note is the "Senior Note" referenced in that certain Note Purchase and Security Agreement executed on the date hereof by and between the Company and the Holder (the "NPA"). This Note is subject to the terms and conditions contained in the NPA. (Any term not defined herein shall have the meaning set forth in the NPA.) This Note together with the other Notes shall be a senior obligation of the Borrower with priority over all future Indebtedness (as defined below) of the Company as provided for herein.

1. Payments of Principal and Interest.

(a) Payment of Principal. The principal amount of this Note shall be paid to the Holder on or prior to the Maturity Date.

(b) Payment of Interest. Interest on the unpaid principal balance of this Note shall be paid quarterly through the Maturity Date in cash or in shares of common stock. If interest is paid in the shares of common stock of the Company, the number of shares shall be determined based on \$0.11 price per share rounded up to the next whole share. By way of example, if the amount of interest due is \$1,000, then the Company shall deliver to the Buyer 9,091 shares of common stock (\$1,000/\$0.11). Interest shall accrue at the Applicable Rate commencing on the Funding Date. Interest shall be computed on the basis of a 360-day year and paid for the actual number of days elapsed. Any accrued but unpaid interest shall, at the option of the Holder, be included, from time to time, in the Conversion Amount (as defined herein).

(c) Payment of Default Interest. Any amount of principal or interest on this Note which is not paid when due shall bear interest from the date due until such past due amount is paid at a rate of interest equal to the Applicable Rate plus six percent (6%) per annum (the "Default Rate"). Any accrued but unpaid interest at the Default Rate shall, at the option of the Holder, be included, from time to time, in the Conversion Amount.

(d) General Payment Provisions. All payments of principal and interest on this Note shall be made in lawful money of the United States of America by certified bank check or wire transfer to such account as the Holder may designate by written notice to the Company in accordance with the provisions of this Note. Whenever any amount expressed to be due by the terms of this Note is due on any day which is not a Business Day, the same shall instead be due on the next succeeding Business Day. For purposes of this Note, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the State of California are authorized or required by law or executive order to remain closed.

(e) Prepayment. At any time prior to the Maturity Date and/or the Conversion Date, the Company, after first providing 30 days prior written notice may pre-pay this Note and all other then outstanding Notes in full or in part by paying one hundred thirty percent (130%) of (i) the then outstanding principal amount being prepaid plus (ii) accrued and unpaid interest on that principal amount and prepaying each of the Notes in the same ratio as being proposed for this Note. If pre-payment is offered, the Holders may elect to convert into shares of common stock instead of accepting pre-payment. Upon prepayment of this Note in full, the Holder shall have no further rights under this Note (except for such rights that may specifically survive the payment of the Note and all rights granted to Buyers under the NPA), including no rights of conversion.

(f) Right. In the event the Company repays the Senior Note, each Buyer/Noteholder, shall have a right (the "Right") for a period of 12 months from such repayment date (the "Right Period"), 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.

2. Conversion of Note. At any time and from time to time while this Note is outstanding, this Note, at the sole option of the Holder, may be converted into shares of the common stock, \$0.001 par value per share (the "Common Stock") of the Company, or any shares of capital stock or other securities of the Borrower into which such Common Stock shall hereafter be changed or reclassified, at the Conversion Price (as defined below) determined as provided herein (a "Conversion"); *provided, however,* that in no event shall the Holder be entitled to convert any portion of this Note in excess of that portion of this Note upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by the Holder and its affiliates (other than shares of Common Stock which may be deemed beneficially owned through the ownership of the unconverted portion of this Note or the unexercised or unconverted portion of any other security of the Borrower subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of Conversion Shares issuable upon the conversion of the portion of this Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by the Holder and its affiliates of more than 4.50% of the then outstanding shares of Common Stock. For purposes of the proviso set forth in the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and Regulations 13D-G thereunder, except as otherwise provided in clause (1) of such proviso, *provided, however,* that the limitations on conversion may be waived by the Holder upon, at the election of the Holder, not less than 61 days' prior notice to the Borrower, and the provisions of the conversion limitation shall continue to apply until such 61st day (or such later date, as determined by the Holder, as may be specified in such notice of waiver). The number of Conversion Shares to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the applicable Conversion Price then in effect on the date specified in the notice of conversion, in the form attached hereto as Exhibit A (the "Notice of Conversion"), delivered to the Borrower by the Holder; *provided* that the Notice of Conversion is submitted by facsimile or e-mail (or by other means resulting in, or reasonably expected to result in, notice)

to the Borrower before 4:00 p.m., Los Angeles time on such conversion date (the "Conversion Date"). The term "Conversion Amount" means, with respect to any conversion of this Note, the sum of (1) the Principal Amount of this Note to be converted in such conversion plus (2) at the Holder's option, accrued and unpaid interest, if any, on such Principal Amount at the Interest Rate to the Conversion Date, plus (3) at the Holder's option, Default Interest, if any, on the amounts referred to in the immediately preceding clauses (1) and/or (2).

(a) Calculation of Conversion Price. The per share conversion price into which Principal Amount and interest (including any Default Interest) under this Note shall be convertible into shares of Common Stock hereunder (the "Conversion Price") shall be equal to \$0.11 cents per share. Upon 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 (a "Down Round Financing"), then the Conversion Price shall be adjusted to equal the price per share of the Down Round Financing. By way of example, if the Company issues stock or securities convertible into common stock at \$0.073 per share following the Funding Date the Conversion Price shall be adjusted to \$0.073 per share. The Conversion Price will be further subject to proportional adjustment for stock splits, reverse stock splits or combinations of shares, stock dividends, and the like Holder shall submit a Notice of Conversion. If a Down Round Financing or other financing transaction results in the issuances of warrants to acquire securities or other rights then Holder shall also have the right to convert amounts due hereunder into such securities and rights.

(b) Mechanics of Conversion. The conversion of this Note shall be conducted in the following manner:

(1) Holder's Delivery Requirements. To convert this Note into shares of Common Stock on any date set forth in the Notice of Conversion by the Holder (the "Conversion Date"), the Holder shall: (A) transmit by facsimile or electronic mail (or otherwise deliver) a copy of the fully executed Notice of Conversion to the Company (or, under certain circumstances as set forth below, by delivery of the Notice of Conversion to the Company's transfer agent); and (B) upon receipt by the Holder of the Conversion Shares, surrender the original Note to a nationally recognized overnight courier for delivery to the Company.

(2) Obligation of Borrower to Deliver Common Stock. Upon receipt by the Borrower of a Notice of Conversion, the Holder shall be deemed to be the holder of record of the Conversion Shares issuable upon such conversion, the outstanding Principal Amount and the amount of accrued and unpaid interest (including any Default Interest) under this Note shall be reduced to reflect such conversion, and, unless the Borrower defaults on its obligations under this Note, all rights with respect to the portion of this Note being so converted shall forthwith terminate except the right to receive the Common Stock or other securities, cash or other assets, as herein provided, on such conversion. Upon receipt by the Company of a copy of a Notice of Conversion, the Company shall as soon as practicable, but in no event later than two (2) Business Days after receipt of such Notice of Conversion, send, via facsimile or electronic mail (or otherwise deliver) a confirmation of receipt of such Notice of Conversion (the "Conversion Confirmation") to the Holder indicating that the Company will process such Notice of Conversion in accordance with the terms herein. Within five (5) Business Days after the date of the Conversion Confirmation (or the date of the Notice of Conversion, if the Company fails to issue the Conversion Confirmation) the Company shall issue and deliver or cause to be issued and delivered Conversion Shares to the Holder. If less than the full principal and accrued but unpaid interest amount of this Note is submitted for conversion, then the Company shall within five (5) Business Days after receipt of the original Note, at its own expense, issue and deliver to the Holder a new Note for the outstanding principal and interest amount not so converted; *provided* that such new Note shall be substantially in the same form as this Note.

(3) Record Holder. The Person(s) entitled to receive the shares of Common Stock issuable upon a conversion of this Note shall be treated for all purposes as the record holder(s) of such shares of Common Stock as of the Conversion Date.

(4) Delivery of Conversion Shares by Electronic Transfer; Failure to Deliver Certificates. In lieu of delivering physical certificates representing the Conversion Shares issuable upon conversion hereof, provided the Borrower is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer or *Deposit/Withdrawal at Custodian* programs, upon request of the Holder and its compliance with the provisions herein contained the Borrower shall use its reasonable commercial efforts to cause its transfer agent to electronically transmit the Conversion Shares issuable upon conversion hereof to the Holder by crediting the account of Holder's Prime Broker with DTC through its Deposit Withdrawal Agent Commission system. If in the case of any Notice of Conversion where physical certificates representing Conversion Shares are being delivered, if the certificate or certificates are not delivered to or as directed by the Holder by the date required hereby, the Holder shall be entitled to elect by written notice to the Company at any time on or before its receipt of such certificate or certificates, to rescind such Notice of Conversion, in which event the Company shall promptly return to the Holder any original Note delivered to the Company and the Holder shall promptly return to the Company the Common Stock certificates representing the principal amount of this Note unsuccessfully tendered for conversion to the Company.

(5) Transfer Taxes. The issuance of certificates for shares of the Common Stock on conversion of this Note shall be made without charge to the Holder hereof for any documentary stamp or similar taxes, or any other issuance or transfer fees of any nature or kind that may be payable in respect of the issue or delivery of such certificates, any such taxes or fees, if payable, to be paid by the Company.

(c) Obligation Absolute; Partial Liquidated Damages. The Company's obligations to issue and deliver the Conversion Shares upon conversion of this Note in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any person or entity or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other person or entity of any obligation to the Company or any violation or alleged violation of law by the Holder or any other person or entity, and irrespective of any other circumstance which might otherwise limit such obligation of the Company to the Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Company of any such action the Company may have against the Holder. In the event the Holder of this Note shall elect to convert any or all of the outstanding principal amount hereof and accrued but unpaid interest thereon in accordance with the terms of this Note, the Company may not refuse conversion based on any claim that the Holder or anyone associated or affiliated with the Holder has been engaged in any violation of law, agreement or for any other reason, unless an injunction from a court, on notice to Holder, restraining and or enjoining conversion of all or part of this Note shall have been sought and obtained, and the Company posts a surety bond for the benefit of the Holder in the amount of 150% of the outstanding principal amount of this Note, which is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to such Holder to the extent it obtains judgment. In the absence of such injunction, the Company shall issue Conversion Shares upon a properly noticed conversion. If the Company fails for any reason to deliver to the Holder such certificate or certificates representing Conversion Shares pursuant to timing and delivery requirements of this Note, the Company shall pay to such Holder, in cash, as liquidated damages and not as a penalty, for each \$1,000 of principal amount being converted, \$1.00 per day for each day after the date by which such certificates should have been delivered until such certificates are delivered. Nothing herein shall limit Holder's right to pursue actual damages or declare an Event of Default pursuant to this Note or any agreement securing the indebtedness under this Note for the Company's failure to deliver Conversion Shares within the period specified herein and such Holder shall have the right to pursue all remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit the Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law. Nothing herein shall prevent the Holder from having the Conversion Shares issued directly by the Company's transfer agent, in the event for any reason the Company fails to issue or deliver, or cause its transfer agent to issue and deliver, the Conversion Shares to the Holder upon exercise of Holder's conversion rights hereunder.

(d) Concerning the Shares. The Conversion Shares issuable upon conversion of this Note may not be sold or transferred unless (i) such shares are sold pursuant to an effective registration statement under the 1933 Act or (ii) the Borrower or its transfer agent shall have been furnished with an opinion of counsel to the effect that the shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration or (iii) such shares are sold or transferred pursuant to Rule

144, Rule 144A or Regulation S or (iv) such shares are transferred to an “affiliate” (as defined in Rule 144) of the Borrower who agrees to sell or otherwise transfer the shares only in accordance with this Section and who is an Accredited Investor (as defined in the Purchase Agreement). Except as otherwise provided in the Purchase Agreement (and subject to the removal provisions set forth below), until such time as the Conversion Shares have been registered under the 1933 Act or otherwise may be sold pursuant to Rule 144, Rule 144A or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, each certificate for the Conversion Shares that has not been so included in an effective registration statement or that has not been sold pursuant to an effective registration statement or an exemption that permits removal of the legend, shall bear a legend substantially in the following form, as appropriate:

“NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144, RULE 144A OR REGULATION S UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.”

(e) The legend set forth above shall be removed and the Company shall issue to the Holder a certificate for the applicable Conversion Shares without such legend upon which it is stamped or (as requested by the Holder) issue the applicable Conversion Shares by electronic delivery by crediting the account of such holder’s broker with DTC, if, unless otherwise required by applicable state securities laws: (a) such Conversion Shares are registered for sale under an effective registration statement filed under the 1933 Act or otherwise may be sold pursuant to Rule 144, Rule 144A or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) the Company or the Holder provides the an opinion of legal to the effect that a public sale or transfer of such Conversion Shares may be made without registration under the 1933 Act, which opinion shall be accepted by the Company so that the sale or transfer is effected. The Company shall be responsible for the fees of its transfer agent and all DTC fees associated with any such issuance. The Holder agrees to sell all Conversion Shares, including those represented by a certificate(s) from which the legend has been removed, in compliance with applicable prospectus delivery requirements, if any. In the event that the Company does not accept the opinion of counsel provided by the Holder with respect to the transfer of Conversion Shares pursuant to an exemption from registration, such as Rule 144, Rule 144A or Regulation S, at the Deadline, notwithstanding that the conditions of Rule 144, Rule 144A or Regulation S, as applicable, have been met, it will be considered an Event of Default under this Note.

(f) Adjustments to Conversion Price.

(1) Stock Dividends and Stock Splits. In addition to any change in Conversion Price resulting from a Down Round Financing or other financing transaction described in section 2 hereinabove, if the Company, at any time while this Note is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on outstanding shares of Common Stock, (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares of Common Stock, any shares of capital stock of the Company, then the Conversion Price shall be multiplied by a fraction, the numerator of which shall be the number of shares of Common Stock (excluding any treasury shares of the Company) outstanding immediately before such event, and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination, or re-classification.

(2) Fundamental Transaction. If, at any time while this Note is outstanding: (i) the Company effects any merger or consolidation of the Company with or into another Person, (ii) the Company effects any sale of all or substantially all of its assets in one transaction or a series of related transactions, (iii) any tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, or (iv) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a “Fundamental Transaction”), then upon any subsequent conversion of this Note, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of one (1) share of Common Stock (the “Alternate Consideration”). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Note following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new note consistent with the foregoing provisions and evidencing the Holder’s right to convert such note into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section and insuring that this Note (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

(3) Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any provision of this Note, the Company shall promptly deliver to Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(4) Notice to Allow Conversion by Holder. If: (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, of any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of this Note, and shall cause to be delivered to the Holder at its last address as it shall appear upon the Company’s records, at least thirty (30) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating: (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder is entitled to convert this Note during the 10-day period commencing on the date of such notice through the effective date of the event triggering such notice.

(g) Reservation of Common Stock. The Company shall reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of this Note, such number of shares of Common Stock as shall from time to time be sufficient to effect such conversion, based upon the Conversion Price (the "Reserved Amount"). The Borrower represents that upon issuance, the Conversion Shares will be duly and validly issued, fully paid and non-assessable. In addition, if the Borrower shall issue any securities or make any change to its capital structure which would change the number of Conversion Shares into which this Note shall be convertible at the then current Conversion Price, the Borrower shall at the same time make proper provision so that thereafter there shall be a sufficient number of shares of Common Stock authorized and reserved, free from preemptive rights, for conversion of this Note. If, at any time the Borrower does not maintain the Reserved Amount it will be considered an Event of Default under this Note.

3. Voting Rights. The Holder shall have no voting rights under this Note, except as required by applicable law, including, but not limited to, the California General Corporations Law, and as expressly provided in this Note.

4. Defaults and Remedies.

(a) Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder:

(1) Nonpayment of Obligations. Any amount due and owing on this Note or the other Notes, whether by its terms or as otherwise provided herein or therein, is not paid on the date such amount is due.

(2) Misrepresentation. Any written warranty, representation, certificate or statement of the Company in this Agreement, the Security Documents (as defined below) or any other agreement with Holder shall be false or misleading in any material respect when made or deemed made.

(3) Nonperformance. Any failure to perform or default in the performance of any covenant, condition or agreement contained in this Note or in any of the other Notes, which failure to perform or default in performance continues for a period of fifteen (15) days after the Company receives notice or knowledge from any source of such failure to perform or default in performance (provided that if the failure to perform or default in performance is not capable of being cured, in Holder's sole discretion, then the cure period set forth herein shall not be applicable and the failure or default shall be an immediate Event of Default hereunder).

(4) Default under Loan Documents. Any failure to perform or default in the performance by the Company that continues after applicable grace and cure periods under any covenant, condition or agreement contained in the NPA or any other agreement with Holder (collectively "Loan Documents"), all of which covenants, conditions and agreements are hereby incorporated in this Agreement by express reference.

(5) Assignment for Creditors. The Company makes an assignment for the benefit of creditors, fails to pay, or admits in writing its inability to pay its debts as they mature; or if a trustee of any substantial part of the assets of the Company is applied for or appointed, and in the case of such trustee being appointed in a proceeding brought against the Company, the Company by any action or failure to act indicates its approval of, consent to, or acquiescence in such appointment and such appointment is not vacated, stayed on appeal or otherwise shall not have ceased to continue in effect within sixty (60) days after the date of such appointment.

(6) Bankruptcy. Any proceeding involving the Company is commenced by or against the Company under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute of the federal government or any state government, and in the case of any such proceeding being instituted against the Company: (i) the Company, by any action or failure to act, indicates its approval of, consent to or acquiescence therein; or (ii) an order shall be entered approving the petition in such Proceedings and such order is not vacated, stayed on appeal or otherwise shall not have ceased to continue in effect within sixty (60) days after the entry thereof.

(7) Material Adverse Effect. The occurrence of (i) a material adverse change in, or a material adverse effect upon, the assets, business, prospects, properties, financial condition or results of operations of Borrower, taken as a whole; (ii) a material impairment of the ability of Borrower, taken as a whole, to perform their Obligations under any of the Loan Documents; (iii) a material adverse effect on: (A) any material portion of the Collateral; (B) the legality, validity, binding effect or enforceability against a Borrower of any of the Loan Documents; (C) the perfection or priority (subject to Permitted Liens) of any Lien granted to Holder under any Loan Document; or (D) the rights or remedies of Holder under any Loan Document, to the extent such material adverse effect or impairment is caused as a direct result of any action or inaction by any Borrower (a "Material Adverse Effect"). For purposes of determining whether any of the foregoing changes, effects, impairments, or other events have occurred, such determination shall be made by Holder, in its sole, but reasonably exercised, discretion.

(8) Collateral Impairment. The entry of any judgment, decree, levy, attachment, garnishment or other process, or the filing of any lien against, any of the Collateral or any collateral under a separate security agreement securing any of the obligations hereunder, and such judgment or other process shall not have been, within thirty (30) days from the entry thereof: (i) bonded over to the satisfaction of Holder and appealed; (ii) vacated; or (iii) discharged, or the loss, theft, destruction, seizure or forfeiture, or the occurrence of any material deterioration or impairment of any of the Collateral or any of the Collateral under any security agreement securing any of the obligations hereunder, or any material decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes the Collateral, in the sole opinion of Holder acting in good faith, to become unsatisfactory as to value or character, or which causes Holder to reasonably believe that it is insecure and that the likelihood for repayment of the obligations hereunder is or will soon be impaired, time being of the essence. The cause of such deterioration, impairment, decline or depreciation shall include, but is not limited to, the failure by the Company to do any act deemed reasonably necessary by Holder to preserve and maintain the value and collectability of the Collateral.

(b) Remedies. Upon the occurrence and during the continuance of an Event of Default, Holder shall have all rights, powers and remedies set forth in this Note and the Security Agreement, in any written agreement or instrument (other than this Agreement or the Security Documents) relating to any of the obligations or any security therefor, or as otherwise provided at law or in equity. Without limiting the generality of the foregoing, Holder may, at its option and without further notice, demand or presentment for payment to the Company or others, may declare the then outstanding principal balance of this Note, together with all other sums due under the Note, immediately due and payable, together with all accrued and unpaid interest thereon and thereafter all such sums shall bear interest at the Default Rate, together with all reasonable attorneys' fees, paralegals' fees and costs and expenses incurred by the Holder in collecting or enforcing payment thereof (whether such reasonable fees, costs or expenses are incurred in negotiations, all trial and appellate levels, administrative proceedings, bankruptcy proceedings or otherwise), and all other sums due by the Company hereunder, all without any relief whatsoever from any valuation or appraisal laws and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to the Holder at law, in equity, or under this Note. No Event of Default shall be waived by Holder, except and unless such waiver is in writing and signed by Holder. No failure or delay on the part of Holder in exercising any right, power or remedy hereunder shall operate as a waiver of the exercise of the same or any other right at any other time; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. There shall be no obligation on the part of Holder to exercise any remedy available to Holder in any order. The remedies provided for herein are cumulative and not exclusive of any remedies provided at law or in equity. Borrower agrees that in the event that any Borrower fails to perform, observe or discharge any of its Obligations or liabilities under this Agreement, the Revolving Note, and other Loan Documents, or any other agreements with Holder, no remedy of law will provide adequate relief to Holder, and further agrees that Holder shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of

proving actual damages.

6. Security for the Note. To secure the payment and performance by the Company of the obligations hereunder, the Company grants, under and pursuant to the NPA executed by the Company dated as of the date hereof, to Holder, its successors and assigns, a continuing, first-priority security interest in, and does hereby assign, transfer, mortgage, convey, pledge, hypothecate and set over to Holder, its successors and assigns, all of the right, title and interest of the Company in and to the Collateral (as defined in the Security Agreement), whether now owned or hereafter acquired, and all proceeds (including, without limitation, all insurance proceeds) and products of any of the Collateral. At any time upon Holder's request, the Company shall execute and deliver to Holder any other documents, instruments or certificates requested by Holder for the purpose of properly documenting and perfecting the security interests of Holder in and to the Collateral granted hereunder, including any additional security agreements, mortgages, control agreements, and financing statements (collectively "Security Documents").

7. Lost or Stolen Note. Upon notice to the Company of the loss, theft, destruction or mutilation of this Note, and, in the case of loss, theft or destruction, of an indemnification undertaken by the Holder to the Company in a form reasonably acceptable to the Company and customary for similar circumstances in commercial Holder/borrower circumstances, and, in the case of mutilation, upon surrender and cancellation of the Note, the Company shall execute and deliver a new Note of like tenor and date and in substantially the same form as this Note; *provided, however*, the Company shall not be obligated to re-issue a Note if the Holder contemporaneously requests the Company to convert such remaining principal amount and interest into Common Stock.

8. Cancellation. After all principal, accrued interest and all other sums at any time owed on this Note have been paid in full, this Note shall automatically be deemed canceled, shall be surrendered to the Company for cancellation and shall not be re-issued.

9. Governing Law. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the laws of the State of California, without giving effect to provisions thereof regarding conflict of laws. Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in the State of California for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper, provided, however, nothing contained herein shall limit the Holder's ability to bring suit or enforce this Note in any other jurisdiction. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by sending by certified mail or overnight courier a copy thereof to such party at the address indicated in the preamble hereto and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

10. Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies of the Holder as provided herein shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

11. Specific Shall Not Limit General; Construction. No specific provision contained in this Note shall limit or modify any more general provision contained herein. This Note shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any person as the drafter hereof.

12. Failure or Indulgence Not Waiver. Holder shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Holder, and then only to the extent specifically set forth in the writing. A waiver on one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event.

13. Notice. Notice shall be given to each party at the address indicated in the preamble hereto or at such other address as provided to the other party in writing.

14. Usury Savings Clause. In the event the total liability of payments of interest and payments in the nature of interest, including, without limitation, all charges, fees, exactions or other sums which may at any time be deemed to be interest, shall, for any reason whatsoever, result in an effective rate of interest, which for any month or other interest payment period exceeds the limit imposed by the usury laws of the jurisdiction governing this Note, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be applied to the reduction of the outstanding principal balance of this Note immediately upon receipt of such sums by the Holder hereof, with the same force and effect as though the Company had specifically designated such excess sums to be so applied to the reduction of such outstanding principal balance and the Holder hereof had agreed to accept such sums as a penalty-free payment of principal; provided, however, that the Holder of this Note may, at any time and from time to time, elect, by notice in writing to the Company, to waive, reduce, or limit the collection of any sums in excess of those lawfully collectible as interest rather than accept such sums as a prepayment of the outstanding principal balance. It is the intention of the parties that the Company does not intend or expect to pay nor does the Holder intend or expect to charge or collect any interest under this Note greater than the highest non-usurious rate of interest that may be charged under applicable law.

15. Binding Effect. This Note shall be binding upon the Company and the successors and assigns of the Company and shall inure to the benefit of Holder and the successors and assigns of Holder.

16. Severability. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal, or unenforceable, in whole or in part, in any respect, or in the event that any one or more of the provisions of this Note operates or would prospectively operate to invalidate this Note, then and in any of those events, only such provision or provisions shall be deemed null and void and shall not affect any other provision of this Note. The remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

17. Participations. Holder may from time to time sell or assign, in whole or in part, or grant participations in this Note and/or the obligations evidenced hereby, subject, however, to first obtaining the Company's written consent. The holder of any such sale, assignment or participation, if the applicable agreement between Holder and such holder so provides, shall be: (a) entitled to all of the rights, obligations and benefits of Holder (to the extent of such holder's interest or participation); and (b) deemed to hold and may exercise the rights of setoff or banker's lien with respect to any and all obligations of such holder to the Company (to the extent of such holder's interest or participation), in each case as fully as though the Company was directly indebted to such holder.

18. Amendments. The provisions of this Note may be changed only by a written agreement executed by the Company and Holder.

IN WITNESS WHEREOF, the Company has caused this Note to be executed on and as of the date set forth above.

THUMZUP MEDIA CORPORATION

By: _____
Name:
Title:

[signature page to Promissory Note]

EXHIBIT A
NOTICE OF CONVERSION

The undersigned hereby elects to convert principal and/or interest under the Convertible Promissory Note (the "Note") of Thumzup Media Corporation, a Nevada corporation (the "Company"), into shares of common stock, \$0.001 par value per share (the "Common Shares"), of the Company in accordance with the conditions of the Note, as of the date written below.

Conversion calculations

Effective Date of Conversion: _____
Principal Amount and/or Interest to be Converted: _____
Conversion Price Per Share: _____
Number of Common Shares to be Issued: _____

[HOLDER]

By: _____

Name: _____

Title: _____

Address: _____

DATE:

FORM OF
REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (the "Agreement") is made and entered into as of this ___ day of November 2020 by and among Thumzup Media Corporation, a Nevada corporation (the "Company"), and the "Buyers" named in that certain Note Purchase and Security Agreement by and among the Company and the Buyers of even date herewith (the "Purchase Agreement"). Capitalized terms have the respective meanings ascribed thereto in the Purchase Agreement unless otherwise defined herein.

The parties hereby agree as follows:

1. Certain Definitions.

As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" means, with respect to any person, any other person which directly or indirectly controls, is controlled by, or is under common control with, such person.

"Business Day" means a day, other than a Saturday or Sunday, on which banks in New York City are open for the general transaction of business.

"Common Stock" shall mean the Company's common stock, \$0.001 par value per share, and any securities into which such shares may hereinafter be reclassified.

"Buyers" shall mean the Buyers identified in the Purchase Agreement and any Affiliate or permitted transferee of any Buyer who is a subsequent holder of any Registrable Securities.

"Prospectus" shall mean (i) the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus, and (ii) any "free writing prospectus" as defined in Rule 405 under the 1933 Act.

"Register," "registered" and "registration" refer to a registration made by preparing and filing a Registration Statement or similar document in compliance with the 1933 Act (as defined below), and the declaration or ordering of effectiveness of such Registration Statement or document.

"Registrable Securities" shall mean the Conversion Shares and any other securities issued or issuable with respect to or in exchange for Registrable Securities.

"Registration Statement" shall mean any registration statement of the Company filed under the 1933 Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all material incorporated by reference in such Registration Statement.

"Required Buyers" means the Buyers holding a majority of the Registrable Securities.

"Required Registration Amount" means the sum of the number of Conversion Shares issued pursuant to the Purchase Agreement.

"SEC" means the U.S. Securities and Exchange Commission.

"Conversion Shares" means the shares of Common Stock issued pursuant to the Purchase Agreement.

"1933 Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"1934 Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

2. Registration.

(a) Registration Statements. Promptly following the closing of the purchase and sale of the securities contemplated by the Purchase Agreement (the "Closing Date"), but no later than three months after the Closing Date (the "Deadline"), the Company shall prepare, file and cause to be effective with the SEC a Registration Statement on Form S-1, covering the resale or sale of the Required Registration Amount of Registrable Securities. Subject to any SEC comments, such Registration Statement shall include the plan of distribution attached hereto as Exhibit A; provided, however, that no Buyer shall be named as an "underwriter" in the Registration Statement without the Buyers' prior written consent. Such Registration Statement also shall cover, to the extent allowable under the 1933 Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional shares of Common Stock resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Securities. Such Registration Statement shall not include any shares of Common Stock or other securities for the account of any other holder without the prior written consent of the Required Buyers. The Registration Statement (and each amendment or supplement thereto, and each request for acceleration of effectiveness thereof) shall be provided in accordance with Section 2(c) to the Buyers and their counsel prior to its filing or other submission. If a Registration Statement covering the Registrable Securities is not filed with the SEC on or prior to the Deadline (the "Filing Failure"), the Company will make pro rata payments to each Buyer, as liquidated damages and not as a penalty, in an amount equal to 1.5% of the aggregate amount invested by such Buyer for each 15-day period or pro rata for any portion thereof following the Deadline for which no Registration Statement is filed with respect to the Registrable Securities. Such payments shall constitute the Buyers' exclusive monetary remedy for such events, but shall not affect the right of the Buyers to seek injunctive relief. Such payments shall be made to each Buyer in cash on the day of the Filing Failure and thereafter on the earlier of (I) the thirtieth day after the Filing Failure has occurred and (II) the third Business Day after the Filing Failure is cured.

(b) Expenses. The Company will pay all expenses associated with each registration, including filing and printing fees, the Company's counsel and accounting fees and expenses, costs associated with clearing the Registrable Securities for sale under applicable state securities laws, listing fees, fees and expenses of counsel to each of the Buyers and the Buyers' reasonable expenses in connection with the registration, but excluding discounts, commissions, fees of underwriters, selling brokers, dealer managers or similar securities industry professionals with respect to the Registrable Securities being sold.

(c) Effectiveness.

(i) The Company shall use reasonable best efforts to have the Registration Statement declared effective as soon as practicable. The Company shall notify the Buyers by facsimile or e-mail as promptly as practicable, and in any event, within twenty-four (24) hours, after any Registration Statement is declared effective and shall simultaneously provide the Buyers with copies of any related Prospectus to be used in connection with the sale or other disposition of the securities covered thereby. If (A) a Registration Statement covering the Registrable Securities is not declared effective by the SEC prior to the earlier of (i) five (5) Business Days after the SEC shall have informed the Company that no review of the Registration Statement will be made or that the SEC has no further comments on the Registration Statement or (ii) the 100th day after the Closing Date (each of (i) through (ii) an "Effectiveness Failure"), or (B) after a Registration Statement has been declared effective by the SEC, sales cannot be made pursuant to such Registration Statement for any reason (including without limitation by reason of a stop order, or the Company's failure to update the Registration Statement), but excluding any Allowed Delay (as defined below) or the inability of any Buyer to sell the Registrable Securities covered thereby due to market conditions, then the Company will make pro rata payments to each Buyer, as liquidated damages and not as a penalty, in an amount equal to 1.5% of the aggregate amount invested by such Buyer for each 15-day period or pro rata for any portion thereof following the date by which such Registration Statement should have been effective (the "Maintenance Failure"). Such payments shall constitute the Buyers' exclusive monetary remedy for such events, but shall not affect the right of the Buyers to seek injunctive relief. The amounts payable as liquidated damages pursuant to this paragraph shall be paid in cash on the day of the Effectiveness Failure and the initial day of a Maintenance Failure, as applicable, and thereafter on the earlier of (I) the thirtieth day after the initial day of such Effectiveness Failure or Maintenance Failure, as applicable, and (II) the third Business Day after the Effectiveness

Failure or Maintenance Failure, as applicable, is cured. The payments to which a holder shall be entitled pursuant to this Section 2(c)(i) and Section 2(a) are referred to herein as "**Registration Delay Payments.**" In the event the Company fails to make Registration Delay Payments in a timely manner, such Registration Delay Payments shall bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial months) until paid in full.

(ii) For not more than twenty (20) consecutive days or for a total of not more than forty-five (45) days in any twelve (12) month period, the Company may delay the disclosure of material non-public information concerning the Company, by suspending the use of any Prospectus included in any registration contemplated by this Section containing such information, the disclosure of which at the time is not, in the good faith opinion of the Company, in the best interests of the Company (the "Allowed Delay"); provided, that the Company shall promptly (a) notify the Buyers in writing of the existence of (but in no event, without the prior written consent of an Buyer, shall the Company disclose to such Buyer any of the facts or circumstances regarding) material non-public information giving rise to an Allowed Delay, (b) advise the Buyers in writing to cease all sales under the Registration Statement until the end of the Allowed Delay, (c) use reasonable best efforts to terminate an Allowed Delay as promptly as practicable, and the first day of any Allowed Delay must be at least two (2) trading days after the last day of any prior Allowed Delay.

(d) Rule 415: Cutbacks. If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in a Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the 1933 Act or requires any Buyer to be named as an "underwriter", the Company shall use its reasonable best efforts to persuade the SEC that the offering contemplated by the Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that none of the Buyers is an "underwriter". The Buyers shall have the right to participate or have their counsel participate in any meetings or discussions with the SEC regarding the SEC's position and to comment or have their counsel comment on any written submission made to the SEC with respect thereto. No such written submission shall be made to the SEC to which the Buyers' counsel reasonably objects. In the event that, despite the Company's reasonable best efforts and compliance with the terms of this Section 2(d), the SEC refuses to alter its position, the Company shall (i) remove from the Registration Statement such portion of the Registrable Securities (the "Cut Back Shares") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Company's compliance with the requirements of Rule 415; provided, however, that the Company shall not agree to name any Buyer as an "underwriter" in such Registration Statement without the prior written consent of such Buyer (collectively, the "SEC Restrictions"). Any cut-back imposed on the Buyers pursuant to this Section 2(d) shall be allocated among the Buyers on a pro rata basis. No liquidated damages shall accrue on or as to any Cut Back Shares until the earliest of (i) six months after the date on which the Registration Statement which would have included the Cut Back Shares (the "Affected Registration Statement") is initially declared effective, (ii) six months after the date on which the Affected Registration Statement was required to become initially effective pursuant to the terms of this Agreement and (iii) such time as the Company is able to file a Registration Statement covering the Cut Back Shares in accordance with any SEC Restrictions (the earliest of such date, the "Cut Back Termination Date"). From and after the Cut Back Termination Date, all of the provisions of this Section 2 (including the liquidated damages provisions) shall again be applicable to the Cut Back Shares; provided, however, that for such purposes, references to the Closing Date and the Filing Date, as applicable, shall be deemed to be the Cut Back Termination Date.

3. Company Obligations. The Company will use reasonable best efforts to effect the registration of the Registrable Securities in accordance with the terms hereof, and pursuant thereto the Company will, as expeditiously as possible:

(a) use reasonable best efforts to cause such Registration Statement to become effective and to remain continuously effective for a period that will terminate upon the the date on which all Registrable Securities covered by such Registration Statement as amended from time to time, have been sold;

(b) prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement and the Prospectus as may be necessary to keep the Registration Statement effective for the Effectiveness Period and to comply with the provisions of the 1933 Act and the 1934 Act with respect to the distribution of all of the Registrable Securities covered thereby;

(c) provide copies to and permit counsel designated by the Buyers to review each Registration Statement and all amendments and supplements thereto no fewer than seven (7) days prior to their filing with the SEC and not file any document to which such counsel reasonably objects;

(d) furnish to the Buyers and their legal counsel (i) promptly after the same is prepared and publicly distributed, filed with the SEC, or received by the Company (but not later than two (2) Business Days after the filing date, receipt date or sending date, as the case may be) one (1) copy of any Registration Statement and any amendment thereto, each preliminary prospectus and Prospectus and each amendment or supplement thereto, and each letter written by or on behalf of the Company to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to such Registration Statement (other than any portion of any thereof which contains information for which the Company has sought confidential treatment), and (ii) such number of copies of a Prospectus, including a preliminary prospectus, and all amendments and supplements thereto and such other documents as each Buyer may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Buyer that are covered by the related Registration Statement;

(e) use reasonable best efforts to (i) prevent the issuance of any stop order or other suspension of effectiveness and, (ii) if such order is issued, obtain the withdrawal of any such order at the earliest possible moment;

(f) prior to any public offering of Registrable Securities, use reasonable best efforts to register or qualify or cooperate with the Buyers and their counsel in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or blue sky laws of all applicable jurisdictions in the United States and do any and all other reasonable acts or things necessary or advisable to enable the distribution in such jurisdictions of the Registrable Securities covered by the Registration Statement; **provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(f), (ii) subject itself to general taxation in any jurisdiction where it would not otherwise be so subject but for this Section 3(f), or (iii) file a general consent to service of process in any such jurisdiction;**

(g) use reasonable best efforts to cause all Registrable Securities covered by a Registration Statement to be listed on each securities exchange, interdealer quotation system or other market on which similar securities issued by the Company are then listed;

(h) immediately notify the Buyers upon discovery that, or upon the happening of any event as a result of which, the Prospectus includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly prepare, file with the SEC and furnish to such holder a supplement to or an amendment of such Prospectus as may be necessary so that such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing; and

(i) otherwise use reasonable best efforts to comply with all applicable rules and regulations of the SEC under the 1933 Act and the 1934 Act, including, without limitation, Rule 172 under the 1933 Act, file any final Prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the 1933 Act, and, as a result thereof, the Buyers are required to deliver a Prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder; and make available to its security holders, as soon as reasonably practicable, but not later than the Availability Date (as defined below), an earnings statement covering a period of at least twelve (12) months, beginning after the effective date of each

Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the 1933 Act, including Rule 158 promulgated thereunder (for the purpose of this subsection 3(i), "Availability Date" means the 45th day following the end of the fourth fiscal quarter that includes the effective date of such Registration Statement, except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "Availability Date" means the 90th day after the end of such fourth fiscal quarter). The Availability Date shall be subject to extension to the extent permitted pursuant to Rule 12b-25 upon compliance by the Company with the requirements of such Rule.

(j) With a view to making available to the Buyers the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit the Buyers to sell shares of Common Stock to the public without registration, the Company covenants and agrees to: (i) make and keep public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) six months after such date as all of the Registrable Securities may be resold pursuant to Rule 144(k) or any other rule of similar effect or (B) such date as all of the Registrable Securities shall have been resold; (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the 1934 Act; and (iii) furnish to each Buyer upon request, as long as such Buyer owns any Registrable Securities, (A) a written statement by the Company that it has complied with the reporting requirements of the 1934 Act, (B) a copy of the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (C) such other information as may be reasonably requested in order to avail such Buyer of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration.

4. Due Diligence Review; Information. The Company shall make available, during normal business hours, for inspection and review by the Buyers, advisors to and representatives of the Buyers (who may or may not be affiliated with the Buyers and who are reasonably acceptable to the Company), all financial and other records, all SEC Filings (as defined in the Purchase Agreement) and other filings with the SEC, and all other corporate documents and properties of the Company as may be reasonably necessary for the purpose of such review, and cause the Company's officers, directors and employees, within a reasonable time period, to supply all such information reasonably requested by the Buyers or any such representative, advisor or underwriter in connection with such Registration Statement (including, without limitation, in response to all questions and other inquiries reasonably made or submitted by any of them), prior to and from time to time after the filing and effectiveness of the Registration Statement for the sole purpose of enabling the Buyers and such representatives, advisors and underwriters and their respective accountants and attorneys to conduct initial and ongoing due diligence with respect to the Company and the accuracy of such Registration Statement.

The Company shall not disclose material nonpublic information to the Buyers, or to advisors to or representatives of the Buyers, unless prior to disclosure of such information the Company identifies such information as being material nonpublic information and provides the Buyers, such advisors and representatives with the opportunity to accept or refuse to accept such material nonpublic information for review and any Buyer wishing to obtain such information enters into an appropriate confidentiality agreement with the Company with respect thereto.

5. Obligations of the Buyers.

(a) Each Buyer shall furnish in writing to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it, as shall be reasonably required to effect the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request. At least five (5) Business Days prior to the first anticipated filing date of any Registration Statement, the Company shall notify each Buyer of the information the Company requires from such Buyer if such Buyer elects to have any of the Registrable Securities included in the Registration Statement. Each Buyer shall provide such information to the Company at least two (2) Business Days prior to the first anticipated filing date of such Registration Statement if such Buyer elects to have any of the Registrable Securities included in the Registration Statement.

(b) Each Buyer, by its acceptance of the Registrable Securities agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of a Registration Statement hereunder, unless such Buyer has notified the Company in writing of its election to exclude all of its Registrable Securities from such Registration Statement.

(c) Each Buyer agrees that, upon receipt of any notice from the Company of either (i) the commencement of an Allowed Delay pursuant to Section 2(c)(ii) or (ii) the happening of an event pursuant to Section 3(h) hereof, such Buyer will immediately discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities, until the Buyer is advised by the Company that such dispositions may again be made.

6. Indemnification.

(a) Indemnification by the Company. The Company will indemnify and hold harmless each Buyer and its officers, directors, members, employees and agents, successors and assigns, and each other person, if any, who controls such Buyer within the meaning of the 1933 Act, against any losses, claims, damages or liabilities, joint or several, to which they may become subject under the 1933 Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement, any preliminary Prospectus or final Prospectus, or any amendment or supplement thereof; (ii) any blue sky application or other document executed by the Company specifically for that purpose or based upon written information furnished by the Company filed in any state or other jurisdiction in order to qualify any or all of the Registrable Securities under the securities laws thereof (any such application, document or information herein called a "Blue Sky Application"); (iii) the omission or alleged omission to state in a Blue Sky Application a material fact required to be stated therein or necessary to make the statements therein not misleading; (iv) any violation by the Company or its agents of any rule or regulation promulgated under the 1933 Act applicable to the Company or its agents and relating to action or inaction required of the Company in connection with such registration; (v) any failure to register or qualify the Registrable Securities included in any such Registration Statement in any state where the Company or its agents has affirmatively undertaken or agreed in writing that the Company will undertake such registration or qualification on each Buyer's behalf, or (vi) any violation of this Agreement and will reimburse such Buyer, and each such officer, director or member and each such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Buyer or any such controlling person in writing specifically for use in such Registration Statement or Prospectus.

(b) Indemnification by the Buyers. Each Buyer agrees, severally but not jointly, to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors, officers, employees, stockholders and each person who controls the Company (within the meaning of the 1933 Act) against any losses, claims, damages, liabilities and expense (including reasonable attorney fees) resulting from any untrue statement of a material fact or any omission of a material fact required to be stated in the Registration Statement or Prospectus or preliminary Prospectus or amendment or supplement thereto or necessary to make the statements therein not misleading, to the extent, but only to the extent that such untrue statement or omission is contained in any information furnished in writing by such Buyer to the Company specifically for inclusion in such Registration Statement or Prospectus or amendment or supplement thereto. In no event shall the liability of a Buyer be greater in amount than the dollar amount of the proceeds (net of all expense paid by such Buyer in connection with any claim relating to this Section 6 and the amount of any damages such Buyer has otherwise been required to pay by reason of such untrue statement or omission) received by such Buyer upon the sale of the Registrable Securities included in the Registration Statement giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. Any person entitled to indemnification hereunder shall (i) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (a) the indemnifying party has agreed to pay such fees or expenses, or (b) the

indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person or (c) in the reasonable judgment of any such person, based upon written advice of its counsel, a conflict of interest exists between such person and the indemnifying party with respect to such claims (in which case, if the person notifies the indemnifying party in writing that such person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such person); and provided, further, that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. No indemnifying party will, except with the consent of the indemnified party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation.

(d) Contribution. If for any reason the indemnification provided for in the preceding paragraphs (a) and (b) is unavailable to an indemnified party or insufficient to hold it harmless, other than as expressly specified therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnified party and the indemnifying party, as well as any other relevant equitable considerations. No person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the 1933 Act shall be entitled to contribution from any person not guilty of such fraudulent misrepresentation. In no event shall the contribution obligation of a holder of Registrable Securities be greater in amount than the dollar amount of the proceeds (net of all expenses paid by such holder in connection with any claim relating to this Section 6 and the amount of any damages such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

7. Miscellaneous.

(a) Amendments and Waivers. This Agreement may be amended only by a writing signed by the Company and the Required Buyers. The Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company shall have obtained the written consent to such amendment, action or omission to act, of the Required Buyers.

(b) Notices. All notices and other communications provided for or permitted hereunder shall be made as set forth in Section 20 of the Purchase Agreement.

(c) Assignments and Transfers by Buyers. The provisions of this Agreement shall be binding upon and inure to the benefit of the Buyers and their respective successors and assigns. Each Buyer may transfer or assign, in whole or from time to time in part, to one or more persons its rights hereunder in connection with the transfer of Registrable Securities by such Buyer to such person, provided that such Buyer complies with all laws applicable thereto and provides written notice of assignment to the Company promptly after such assignment is effected.

(d) Assignments and Transfers by the Company. This Agreement may not be assigned by the Company (whether by operation of law or otherwise) without the prior written consent of the Required Buyers, provided, however, that the Company may assign its rights and delegate its duties hereunder to any surviving or successor corporation in connection with a merger or consolidation of the Company with another corporation, or a sale, transfer or other disposition of all or substantially all of the Company's assets to another corporation, without the prior written consent of the Required Buyers, after notice duly given by the Company to each Buyer.

(e) Benefits of the Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(f) Counterparts; Faxes. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed via facsimile, which shall be deemed an original.

(g) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(h) Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect.

(i) Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

(j) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(k) Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California without regard to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of California located in Los Angeles County for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

THUMZUP MEDIA CORPORATION

By: _____
Name:
Title:

BUYER:

By: _____
Name:
Title:

Exhibit A

Plan of Distribution

The selling stockholders, which as used herein includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock or interests in shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests in shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholders may use any one or more of the following methods when disposing of shares or interests therein:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales effected after the date the registration statement of which this Prospectus is a part is declared effective by the SEC;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share; and
- a combination of any such methods of sale.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

In connection with the sale of their common stock or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from this offering.

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act of 1933, provided that they meet the criteria and conform to the requirements of that rule.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be "underwriters" within the meaning of Section 2(11) of the Securities Act. Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders who are "underwriters" within the meaning of Section 2(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

To the extent required, the shares of our common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agents, dealer or underwriter, any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling stockholders and their affiliates. In addition, to the extent applicable we will make copies of this prospectus (as it may be supplemented or amended

from time to time) available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the selling stockholders against liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the shares offered by this prospectus.

We have agreed with the selling stockholders to keep the registration statement of which this prospectus constitutes a part effective until the earlier of (1) such time as all of the shares covered by this prospectus have been disposed of pursuant to and in accordance with the registration statement or (2) the date on which the shares may be sold pursuant to Rule 144(k) of the Securities Act.

**FORM OF
STOCK PLEDGE AGREEMENT**

THIS STOCK PLEDGE AGREEMENT is dated as of November __, 2020 (this "**Pledge Agreement**") and is executed by Robert Steele and Danny Lupinelli (each a "**Pledgor**" and collectively, the "**Pledgors**"), in favor of the persons listed on **Exhibit A** attached to this Agreement whose signatures appear below (each a "**Lender**" and together the "**Lenders**").

RECITALS

WHEREAS, the Pledgors are founders of Thumzup Media Corporation, a Nevada corporation (the "**Company**"); and

WHEREAS, contemporaneously with the execution of this Pledge Agreement, Lenders and the Company have entered into that certain Note Purchase and Security Agreement dated November __, 2020 and attached herein as Exhibit B (the "**Purchase Agreement**") pursuant to which the Company shall issue and sell to the Lenders senior secured convertible promissory notes substantially in the form attached hereto as Exhibit C (the "**Notes**"), in the aggregate amount of \$200,000 (the "**Financing**"); and

WHEREAS, to evidence the obligations and indebtedness of the Pledgors under and pursuant to the Purchase Agreement and the Notes, as a condition to the Financing and as further security for the obligations and indebtedness of Pledgors and of the Company to the Lenders, the Lenders have required inter alia, that the Pledgors enter into this Pledge Agreement and grant to Lenders a first priority security interest in the collateral identified on Schedule 1 attached hereto (the "**Collateral**");

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.**

The foregoing recitals are true and accurate in all respects, and incorporated in this Pledge Agreement as a part hereof, and are agreed to by the parties hereto.

2. **Deposit of Collateral in Escrow.**

Each of the Pledgors agrees that in addition to any rights which Lenders would otherwise have against the Pledgors and the Company, or may in the future acquire, each Pledgor hereby grants and pledges to the Lenders, their respective successors and assigns, a security interest in the Collateral, accompanied by an undated stock power duly executed by each Pledgor and delivered to the Collateral Agent, and agrees that Collateral Agent on behalf of Pledgors may hold in escrow the Collateral, as security for the prompt payment and due performance of all indebtedness, obligations and liabilities of Pledgors under this Pledge Agreement. To perfect Pledgors' security interest in the Collateral, the parties agree that upon execution hereof, each Pledgor shall deliver and deposit with the Collateral Agent the certificates representing the Collateral, duly endorsed in blank or accompanied by duly executed stock powers. The Collateral Agent hereby acknowledges that any Collateral held by the Collateral Agent is held for the benefit of the Lenders in accordance with this Agreement and the Purchase Agreement.

3. **Appointment of the Collateral Agent.**

The Lenders hereby appoints Hampton Growth Resources LLC as the Collateral Agent (and the Collateral Agent, hereby accepts such appointment), with right to appoint a substituted or successor Collateral Agent, to take any action including, without limitation, the registration of any Collateral in the names of the Lenders, or in the name of Collateral Agent or its nominees prior to or during the continuance of an Event of Default (as defined in the Notes), the exercise of voting rights, if any, upon the occurrence and during the continuance of an Event of Default, the application of any cash collateral received by the Collateral Agent to the payment of the Obligations, the making of any demand under the Purchase Agreement, the exercise of any remedies given to the Collateral Agent pursuant to the Purchase Agreement and the exercise of any authority pursuant to the appointment of the Collateral Agent as an attorney-in-fact pursuant to this Agreement that the Collateral Agent deems necessary or proper for the administration of the Collateral pursuant to the Purchase Agreement and this Agreement. Upon disposition of the Collateral in accordance with the Purchase Agreement, the Collateral Agent shall promptly distribute any cash or Collateral in accordance with the Purchase Agreement. Company and Pledgors must notify Collateral Agent in writing of the issuance of notes or incurrence of additional indebtedness to other lenders by Company or guaranties of any such obligations.

4. **Further Action by the Collateral Agent**

(a) **Certain Actions.** Each of the Lenders and Pledgors covenants and agrees that Collateral Agent shall have the right, but not the obligation, to undertake the following actions:

(i) **Acceleration.** If an Event of Default occurs, after the applicable cure period, if any, Collateral Agent may, on behalf of all the Lenders, provide to Pledgors notice to cure such default and/or declare the unpaid principal amount of the all amounts due under the Notes to be due and payable, together with any and all accrued interest thereon and all costs payable pursuant to the Purchase Agreement;

(ii) **Enforcement.** Upon the occurrence of any Event of Default after the applicable cure period, if any, the Collateral Agent may proceed to protect, exercise and enforce, on behalf of all the Lenders, their rights and remedies under the Purchase Agreement against the Pledgors, and such other rights and remedies as are provided by law or equity; and

(iii) **Waiver of Past Defaults.** Collateral Agent may waive any Event of Default by written notice to the Pledgors, upon written directions of Lenders, but may not waive damages accrued or accruing until the effective date of such waiver.

5. **Power of Attorney.**

(a) To effectuate the terms and provisions hereof, the Lenders hereby appoint the Collateral Agent as their attorney-in-fact (and the Collateral Agent hereby accepts such appointment) for the purpose of carrying out the provisions of this Pledge Agreement including, without limitation, executing any consent authorized pursuant to this Pledge Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable (and lawful) to accomplish the purposes hereof.

(b) All acts done under the foregoing authorization are hereby ratified and approved and neither the Collateral Agent nor any designee nor agent thereof shall be liable for any acts of commission or omission, for any error of judgment, for any mistake of fact or law except for acts of gross negligence or willful misconduct.

(c) This power of attorney, being coupled with an interest, is irrevocable while this Agreement remains in effect.

6. Expenses of the Collateral Agent. The Company and Pledgors shall be responsible jointly and severally and promptly shall pay any and all reasonable costs and expenses incurred by the Collateral Agent, including, without limitation, reasonable costs and expenses relating to all waivers, releases, discharges, satisfactions, modifications and amendments of this Agreement, the administration and holding of the Collateral, insurance expenses, and the enforcement, protection and adjudication of the parties' rights hereunder by the Collateral Agent, including, without limitation, the reasonable disbursements, expenses and fees of the attorneys the Collateral Agent may retain, if any, each of the foregoing in proportion to their holdings of the Collateral.

7. Reliance on Documents and Experts. The Collateral Agent shall be entitled to rely upon any notice, consent, certificate, affidavit, statement, paper, document, writing or communication (which may be by telegram, cable, telex, telecopier, or telephone) reasonably believed by it to be genuine and to have been signed, sent or made by the proper person or persons, and upon opinions and advice of its own legal counsel, independent public accountants and other experts selected by the Collateral Agent.

8. Duties of the Collateral Agent; Standard of Care.

(a) The Collateral Agent's only duties are those expressly set forth in this Agreement, and the Collateral Agent hereby is authorized to perform those duties in accordance with commercially reasonable practices. The Collateral Agent may exercise or otherwise enforce any of its rights, powers, privileges, remedies and interests under this Agreement and applicable law or perform any of its duties under this Agreement by or through its officers, employees, attorneys, or agents.

(b) The Collateral Agent shall act in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances.

(c) Any funds held by the Collateral Agent hereunder need not be segregated from other funds except to the extent required by law. The Collateral Agent shall be under no liability for interest on any funds received by it hereunder.

9. Resignation. The Collateral Agent may resign and be discharged of its duties hereunder at any time by giving written notice of such resignation to the other parties hereto, stating the date such resignation is to take effect. Within five (5) days of the giving of such notice, a successor collateral agent shall be appointed by the majority of Lenders; provided, however, that if the Lenders are unable so to agree upon a successor within such time period, and notify the Collateral Agent during such period of the identity of the successor collateral agent, the successor collateral agent may be a person designated by the Collateral Agent, and any and all fees of such successor collateral agent shall be the joint and several obligation of the Lenders. The Collateral Agent shall continue to serve until the effective date of the resignation or until its successor accepts the appointment and receives the Collateral held by the Collateral Agent but shall not be obligated to take any action hereunder. The Collateral Agent may deposit any Collateral with a Superior Court of the State of California for Los Angeles County or any such other court in Los Angeles County that accepts such Collateral.

10. Exculpation. The Collateral Agent and its officers, employees, attorneys and agents, shall not incur any liability whatsoever for the holding or delivery of documents or the taking of any other action in accordance with the terms and provisions of this Agreement, for any mistake or error in judgment, for compliance with any applicable law or any attachment, order or other directive of any court or other authority (irrespective of any conflicting term or provision of this Agreement), or for any act or omission of any other person engaged by the Collateral Agent in connection with this Agreement, unless occasioned by the exculpated person's own gross negligence or willful misconduct; and each party hereto hereby waives any and all claims and actions whatsoever against the Collateral Agent and its officers, employees, attorneys and agents, arising out of or related directly or indirectly to any or all of the foregoing acts, omissions and circumstances.

11. Indemnification. The Lenders and Pledgors hereby agree to indemnify, reimburse and hold harmless the Collateral Agent and its directors, officers, employees, attorneys and agents, jointly and severally, from and against any and all claims, liabilities, losses and expenses that may be imposed upon, incurred by, or asserted against any of them, arising out of or related directly or indirectly to this Agreement or the Collateral, except such as are occasioned by the indemnified person's own gross negligence or willful misconduct.

12. Pledgor's Representations and Warranties. Each Pledgor hereby represents and warrants to Lenders that such Pledgor shall not, without the express written consent of the majority in interest of the Lenders, act in any other capacity or otherwise sell, transfer, relinquish, set over, encumber or otherwise dispose of any rights it may have in and to the Collateral. Each Pledgor further represent and warrant that (i) such Pledgor has and will continue to have the right to transfer to Lenders all or any part of the Collateral, free and clear of any lien, claim, encumbrance or restriction of any type or nature whatsoever (other than such as are presently held by Lenders or may arise under this Agreement, and restrictions on resale that may arise under applicable federal and state securities laws); (ii) the Collateral is not and will not be, subject to any right of first refusal, right of repurchase or any similar right granted to, or retained by any person other than the Lenders; and (iii) there is no provision of any existing agreement, and such Pledgor will not enter into an agreement by which the Pledgor is or would be bound, that conflicts or would conflict with this Agreement or the performance of such Pledgor's obligations under this Agreement.

13. Default. But for the occurrence and continuation of an Event of Default under the Purchase Agreement, Pledgors shall be entitled with respect to the Collateral it owns to receive directly, unless an Event of Default shall have occurred, (a) all cash dividends payable in respect of the Collateral, and (b) all other dividends or additional stock or securities paid or distributed by way of dividend in respect of the Collateral.

14. Event of Default. Upon the occurrence of any Event of Default under the Purchase Agreement, and in addition to other rights it may have, or hereafter acquire, Collateral Agent acting on behalf of Lenders, may exercise the rights of a secured creditor under the Uniform Commercial Code of the State of California, United States of America. Any notice of sale, disposition, or other intended action by Lenders mailed by ordinary mail to the address of each Pledgor as shown on the signature page hereof at least thirty (30) days before the action shall constitute reasonable notice. In case of any other disposition of any of the Collateral aforesaid, after deducting all costs, or expenses of every kind for care, safekeeping, collection, sale, delivery and for the reasonable attorney's fees for legal services in connection therewith, Lenders may apply the residue of the proceeds of the sale or sales or other disposition of the Collateral, in full or partial payment of the said indebtedness hereby secured, as it may deem proper, and returning the surplus, if any, to Pledgors. In the alternative upon any Event of Default that triggers acceleration under the Purchase Agreement or any of the Notes, the Collateral Agent in his sole discretion may execute on the Collateral and transfer the shares of Company to the Lenders, according to their respective interests, upon failure of the Company to pay the principal of the Notes together with all interest and costs accrued thereon within seven days of any written demand for full payment in accord with the provisions of the Purchase Agreement.

15. Restriction of Prospective Bidders. If Collateral Agent elects to foreclose on and sell the Collateral, it may if it deems it advisable to do so, restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the resale or distribution of any of the Collateral.

16. Transfer, Assignment of Collateral. The Lenders may assign or transfer this instrument, or any instruments evidencing all or any of the indebtedness hereby secured and may transfer and/or deliver any or all Collateral, whether now owned or hereafter acquired by Pledgors, held as security hereunder, or any part thereof, to an entity owned by Lenders, who shall thereupon become vested with all the powers and rights in respect thereto given to Lenders in this Agreement or in the instruments so transferred.

17. Relieve and Discharge of Liability; Transfer of Collateral. The Lenders shall thereafter be forever relieved and fully discharged from any liability or responsibility with respect to such Collateral, but Lenders shall retain all rights and powers hereby given with respect to any and all instruments, rights or Collateral not so transferred. No delay on the part of Lenders in exercising any rights hereunder or hereafter acquired with respect to this transaction shall operate as a waiver of such rights, nor shall the waiver of any breach hereunder operate as a waiver of any subsequent breach.

18. Value of Collateral. Neither the Collateral Agent nor the Lenders shall be under any liability or obligation to take any steps whatsoever to preserve the value of any Collateral, to fix any liability upon, or to collect or to enforce payment of any indebtedness hereby secured, whether by giving any notice, presenting, demanding payment, protesting, instituting suit or otherwise.

19. Satisfaction of Purchase Agreement. Upon full satisfaction of all of the Company's obligations of or under the Purchase Agreement and the Notes, this Agreement shall terminate, and Lenders shall promptly instruct the Collateral Agent to return the Collateral and all other collateral held pursuant to this Agreement to respective Pledgor as soon as practicable.

21. Notices. Except as otherwise expressly provided herein, all notices, requests, demands or other communications required or contemplated by the provisions hereof shall be in writing or by telecopier, and shall be deemed to have been given or made on the fifth business day after the deposit thereof with an internationally recognized courier, or when received if sent by telex or telegraph or delivered by hand, addressed to the appropriate party at its address set forth next to such party's signature hereto, or at such other address as may be designated by such party by notice to the other parties hereto given pursuant to this Section 21.

22. Remedy. No remedy herein conferred upon or reserved to Lenders is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Pledge Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as open as may be deemed expedient. In order to entitle Lenders to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. In the event any provision contained in this Agreement should be breached by any of the Pledgors and thereafter duly waived by the majority of Lenders, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the Lenders.

23. Entire Agreement. This Agreement, and the applicable provisions of the Purchase Agreement and the Notes, constitute the entire agreement with respect to the pledge of the Collateral, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Each Pledgor agrees that he will take such reasonable additional actions as Lenders may reasonably request, at such Pledgor's expense, as may be required under applicable law to perfect the pledge of the Collateral, including without limitation the filing of financing statements required under applicable law to perfect such pledge.

24. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

25. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part thereof. This Agreement shall be governed exclusively by the applicable laws of the State of California, without regard to the conflict of laws principles thereof. The parties hereby consent and agree that the state or federal courts located in Los Angeles County, California, shall have exclusive jurisdiction to hear and determine any claims or disputes between the parties arising out of or relating to this Agreement.

26. Legal Fees. Pledgors agree to pay all costs and expenses, including reasonable attorneys' fees, which may be incurred by the Lenders, its successors and assigns, in enforcing this Agreement, whether the same shall be enforced by suit or otherwise.

27. Successors and Assigns. The terms and provisions of this Pledge Agreement shall be binding upon the Pledgors and their successors and assigns and shall inure to the benefit of Lenders and its successors and assigns.

(remainder of the page is intentionally left blank)

IN WITNESS WHEREOF, this Pledge Agreement is entered into and dated as of the date first written above.

PLEDGOR:

ADDRESS:

Robert Steele

PLEDGOR:

ADDRESS:

Danny Lupinelli

LENDER:

ADDRESS:

LENDER:

ADDRESS:

COLLATERAL AGENT:

ADDRESS:

COMPANY:

Agreed to and accepted this day of November 2020.

THUMZUP MEDIA CORPORATION:

By: _____

Name:

Title:

Schedule 1 to Pledge Agreement

Shares of the Common Stock of Thumzup Media Corporation, a Nevada corporation, evidenced by the following share certificates:

(i) Shares, evidenced by Certificate No., issued in the name of

(ii) Shares, evidenced by Certificate No., issued in the name of

(iii) Shares, evidenced by Certificate No., issued in the name of

(iv) Shares, evidenced by Certificate No., issued in the name of

(v) Shares, evidenced by Certificate No., issued in the name of

ASSIGNMENT SEPARATE FROM CERTIFICATE

STOCK POWER

FOR VALUE RECEIVED, hereby assigns and transfers unto , in accordance with the terms and conditions of the Pledge Agreement dated as of November __, 2020, _____ shares of the Common Stock of Thumzup Media Corporation, a Nevada corporation (the "Corporation") standing in the assignor's name on the books of said Corporation represented by Certificate No. _____, and does hereby irrevocably constitute and appoint the Secretary of the Corporation attorney to transfer the said stock on the books of said Corporation with full power of substitution in the premises.

Dated: as of November __, 2020.

Name:

In presence of:

EXHIBIT A
LIST OF LENDERS

Name	Address	Number of Shares	Monthly Payment

EXHIBIT B
Note Purchase and Security Agreement

EXHIBIT C
Form of Senior Secured Convertible Promissory Note

FORM OF
SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "Agreement") is made and entered as of February , 2021 (the "Effective Date") by and among Thumzup Media Corporation, a Nevada corporation ("Company"), and investors whose names are set forth on Schedule I attached hereto (each a "Buyer" and collectively, the "Buyers"). Company and Buyers may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Company is a recently formed pre-revenue Company with an unproven business plan to build an influencer community around a proprietary Thumzup mobile app that will generate scalable word-of mouth posts and recommendations for advertisers on social media and in the pursuit of which the Company intends to connect advertisers with individuals who are willing to promote brands, products and services online and offline.

B. The Company and Buyers have previously agreed in principle upon a non-binding Common Stock Financing Summary of Terms (the "Term Sheet") a copy of which is attached hereto as Exhibit A.

C. The Company and the Buyers are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a) (2) of the Securities Act of 1933, as amended (the "1933 Act") and Rule 506(b) promulgated by the United States Securities and Exchange Commission (the "SEC") under the 1933 Act.

D. The Company has prior to the acceptance of this Agreement authorized the sale and issuance of the Shares.

E. Buyers desire to purchase from the Company, and the Company desires to issue and sell to each of the Buyers, upon the terms and conditions set forth in this Agreement, up to 1,000,000 shares of common stock (each a "Share" and collectively the "Shares") at a price of \$1.00 per Share for an aggregate funding of up to \$1,000,000 (the "Offering").

F. The Company concurrently with this Agreement shall enter into a Registration Rights Agreement substantially in the form attached hereto as Exhibit B (the "Registration Rights Agreement") with each of the Buyers.

G. This Agreement together with the Registration Rights Agreement set forth the understanding of the parties with respect to the matters contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants, promises, and agreements contained herein, and intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. **Purchase Amount**. Subject to the conditions set forth in this Agreement, Buyer hereby subscribes for and agrees to purchase the number of Shares indicated on the signature page hereof on the terms and conditions described herein .

2. **Due Date: Obligation**

2.1. The Buyer understands and acknowledges that the purchase price per Share is \$1.00 for a total purchase price as set forth on the signature page hereof (the "Investment Amount"). The Buyer's delivery of this Agreement to the Company shall be accompanied by payment for the Shares subscribed for hereunder, payable in United States Dollars, by wire transfer of immediately available funds delivered to the Company.

3. **Use of Proceeds**. The Company is a pre-revenue recently formed entity. Proceeds from this Offering will be utilized for marketing, operating and general corporate purposes. No minimum number of shares is required to be sold in this Offering and no minimum amount of funds is required to be obtained in this Offering and each hereby authorizes the utilization of the Investment Amount upon acceptance of each Buyer's subscription.

4. **Each Buyer's Representations and Warranties**

As of the Closing Date, each Buyer represents and states for itself and not for any other Buyer that:

4.1 Buyer is purchasing his or its Shares for its own account and not with a present view towards the public sale or distribution thereof, except pursuant to sales registered or exempted from registration under the 1933 Act; provided, however, that by making the representations herein, each Buyer acting only for itself, does not agree to hold any of the Shares for any minimum or other specific term and reserves the right to dispose of the Shares at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act.

4.2 **Accredited Investor Status**. Each Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D (an "Accredited Investor") and has provided the Company an executed copy of the accredited investor questionnaire (the "Questionnaire") substantially in the form attached hereto as Exhibit C.

4.3 **Reliance on Exemptions**. Each Buyer understands that the Shares are being offered and sold to it in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying upon the truth and accuracy of, and the Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of the Buyer to acquire the Shares.

4.4 **Company Information**. Each Buyer and its advisors, if any, have been, and for so long as the Shares remain unregistered, restricted securities will continue to be, furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Shares which have been requested by the Buyer or its advisors. The Buyer and its advisors, if any, have been, and for so long as the Shares remain unregistered, restricted securities will continue to be, afforded the opportunity to ask questions of the Company regarding its business and affairs. Notwithstanding the foregoing, the Company has not disclosed to the Buyer any material nonpublic information regarding the Company or otherwise and will not disclose such information unless such information is disclosed to the public prior to or promptly following such disclosure to the Buyer. Neither such inquiries nor any other due diligence investigation conducted by Buyer or any of its advisors or representatives shall modify, amend or affect Buyer's right to rely on the Company's representations and warranties contained in this Agreement.

4.5 No Governmental Review. Such Buyer understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Shares nor have such authorities passed upon or endorsed the merits of the Offering.

4.6 Restricted Securities. Each Buyer understands that (i) the sale or resale of the Shares has not been and is not being registered under the 1933 Act or any applicable state securities laws, and the Shares may not be transferred unless (a) the Shares are sold pursuant to an effective registration statement under the 1933 Act, (b) the Buyer shall have delivered to the Company, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the Shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, which opinion shall be accepted by the Company, (c) the Shares are sold or transferred to an "affiliate" (as defined in Rule 144 promulgated under the 1933 Act (or a successor rule) ("Rule 144")) of the Buyer who agrees to sell or otherwise transfer the Shares only in accordance with this Section 4.6 and who is an Accredited Investor, (d) the Shares are sold pursuant to Rule 144, (ii) any sale of such Shares made in reliance on Rule 144 may be made only in accordance with the terms of said Rule 144 and further, if said Rule 144 is not applicable, any re-sale of such Shares under circumstances in which the seller (or the person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other person is under any obligation to register such Shares under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder (in each case). Notwithstanding the foregoing or anything else contained herein to the contrary, the Shares may be pledged in connection with a bona fide margin account or other lending arrangement secured by the Securities, and such pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities hereunder, and the Buyer in effecting such pledge of Securities shall be not required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement or otherwise.

4.7 Securities Legend. Each Buyer understands that until such time as the Shares have been registered under the 1933 Act or may be sold pursuant to Rule 144, Rule 144A under the 1933 Act or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Shares may bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for such Securities):

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144, RULE 144A OR REGULATION S UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

The legend set forth above shall be removed and the Company shall issue or cause to be issued a certificate for the applicable shares of Common Stock without such legend to the holder of any Security upon which it is stamped or (as requested by such holder) issue the applicable shares of Common Stock to such holder by electronic delivery by crediting the account of such holder's broker with The Depository Trust Company ("DTC"), if, unless otherwise required by applicable state securities laws, (a) such Security is registered for sale under an effective registration statement filed under the 1933 Act or otherwise may be sold pursuant to Rule 144, Rule 144A or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) the Company or the Buyer provides the opinion of legal counsel to the effect that a public sale or transfer of such Security may be made without registration under the 1933 Act, which opinion shall be accepted by the Company so that the sale or transfer is effected promptly without delay. The Company shall be responsible for the fees of its transfer agent and all DTC fees associated with any such issuance. The Buyer agrees to sell all Shares, including those represented by a certificate(s) from which the legend has been removed, in compliance with applicable prospectus delivery requirements, if any.

4.8 Valid Authorization. This Agreement has been duly and validly authorized by each Buyer or has been duly executed and delivered on behalf of each Buyer, and this Agreement constitutes a valid and binding agreement of each Buyer enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and except as may be limited by the exercise of judicial discretion in applying principles of equity.

4.9 Residency. Each Buyer is a resident of the jurisdiction set forth immediately below the Buyer's name on the signature pages hereto.

4.10 Due Organization and Capacity. Each Buyer (i) if an entity, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with the requisite power and authority to enter into and to consummate the transactions contemplated hereby and herein, or (ii) if an individual, has the capacity to enter into and consummate the transactions contemplated by this Agreement and other wise to carry out the obligations required of such individual Buyer hereunder.

4.11 Information. Each Buyer and its advisors if any have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Shares hereunder which have been requested by such Buyer. Such Buyer and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Such Buyer understands that its investment in the Shares involves a high degree of risk, including but not limited to the risk of a complete loss of such Buyer's investment. Such Buyer has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Shares, and it is not relying on any statements or representations of the Company or its agents for legal advice with respect to this investment or the transactions contemplated by this Agreement. Such Buyer believes that it has received all the information such Buyer considers necessary or appropriate for deciding whether to purchase the Shares. Such Buyer understands that such discussions, as well as any information provided by the Company, were intended to describe certain aspects of the Company's business and prospects, but were not necessarily a thorough or exhaustive description. Such Buyer has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares, and has so evaluated the merits and risks of such investment. Such Buyer is able to bear the economic risk of an investment in the Shares and is able to afford a complete loss of such investment. The foregoing provisions of this paragraph 4.11, however, do not limit or modify the representations and warranties of the Company in this Agreement or the right of the Buyers to rely thereon.

4.12 No Conflicts. The execution, delivery and performance by such Buyer of this Agreement and the consummation by such Buyer of the transactions contemplated hereby will not (i) result in a violation of the organizational documents of such Buyer, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Buyer is a party or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Buyer, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Buyer to perform its obligations hereunder.

4.13 No Engagements. Such Buyer has not engaged any brokers, finders, or agents and the Company has not incurred, nor will incur, directly or indirectly, as a result of any action taken by such Buyer, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with the transactions consummated under this Agreement. Neither such Buyer, nor any of Buyer's officers, directors, agents stockholders or partners has either directly or indirectly, including

through a broker or finder (i) engaged in or received any general solicitation or (ii) published or received any advertisement in connection with the offer or sale of the Shares.

4.14 **Speculative Securities; Need for Additional Capital.** The Buyer acknowledges that (i) the Shares are extremely speculative, (ii) that the Company has been recently formed with no assurance that it will be able to execute upon its untested business plan to become profitable, (iii) the Company expects to continue incurring losses until such time, if ever, that it can obtain adequate advertiser support and user acceptance, (iv) the Company will require and seek to obtain additional equity or other capital to finance growth within approximately six months after completing this Offering although no assurance can be given that it will be successful in doing so and (v) even if such future financings are obtained they may be obtained on terms involving substantial dilution to then outstanding securities or may otherwise be obtained on terms not favorable to the Company's shareholders. Buyer further acknowledges that the offering price per share of \$1.00 has been arbitrarily determined by management and should not be considered an indication of the actual value of the Shares. Buyer, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the Offering, and has so evaluated the merits and substantial risks of such investment including a risk of complete loss. The Buyer has not authorized any person or entity to act as its Purchaser Representative (as that term is defined in Regulation D of the General Rules and Regulations under the Securities Act) in connection with the Offering. Buyer is able to bear the economic risk of an investment in the Shares, has no immediate need for liquidity in its investments and, at the present time, is able to afford a complete loss of such investment.

5. **Representations and Warranties of the Company.** The Company represents and warrants to each Buyer (a) as of the date of this Agreement (except for representations and warranties that speak as of a particular date which shall be true and correct in all material respects as of such dates) that:

5.1. The Company is duly organized, validly existing and in good standing under the laws of its state of incorporation, and is duly qualified to do business and in good standing in each jurisdiction in which the nature of its business requires it to be so qualified.

5.2. Company has operated, and is operating, in compliance with all material laws, rules and regulations applicable to Company's business, and currently possesses all material permits, licenses and approvals necessary to conduct Company's business as currently conducted and as proposed to be conducted in the future.

5.3. Company has the power and authority to perform the transactions and its obligations as contemplated under this Agreement.

5.4. The execution, delivery and performance by Company of its obligations under the Agreement, and consummation by Company of the transactions contemplated thereby:

5.4.1. have been duly authorized and executed by all necessary authorizations, approvals and consents of Company, its officers and directors, its shareholders, and any applicable third parties or governmental agencies or authorities;

5.4.2. does not and will not contravene or cause Company to be in default under (I) Company's organizational or governing documents, (II) any material contractual restriction contained in any indenture, loan or credit agreement, lease, mortgage, security agreement, bond, note, or other agreement or instrument binding on or affecting Company or Company's business or property, or (III) any law, rule, regulation, order, writ, judgment, award, injunction, or decree applicable to, binding on or affecting Company or Company's property;

5.4.3. does not and will not result in or require the creation of any adverse claim upon or with respect to any of the property of Company (other than those in favor of Buyers as contemplated hereunder); and

5.4.4. are valid and binding obligations of Company, enforceable against Company in accordance with their respective terms except as enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws presently or hereafter in effect affecting the enforcement of creditors' rights generally and subject to general principles of equity.

5.5. As of December 31, 2020, the authorized capital stock of the Company consists of: 100,000,000 authorized shares of Common Stock, \$0.001 par value, of which 5,000,000 shares were issued and outstanding) and no authorized shares of preferred stock. All of such outstanding shares of capital stock of the Company, are, or upon issuance will be, duly authorized, validly issued, fully paid and non-assessable. No shares of capital stock of the Company are subject to preemptive rights or any other similar rights of the shareholders of the Company or any liens or encumbrances imposed through the actions or failure to act of the Company. Except for senior convertible notes in the aggregate principal amount of \$215,000 placed by the Company during November 2020, with a due date in November 2021, that bear interest at eight percent per year and are convertible into shares of common stock at \$0.11 per share (the "Senior Notes"), as of the effective date of this Agreement, (i) there are no outstanding options, warrants, scrip, rights to subscribe for, puts, calls, rights of first refusal, agreements, understandings, claims or other commitments or rights of any character whatsoever relating to, or securities or rights convertible into or exchangeable for any shares of capital stock of the Company or any of its subsidiaries, or arrangements by which the Company or any of its subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its subsidiaries, (ii) there are no agreements or arrangements under which the Company or any of its subsidiaries is obligated to register the sale of any of its or their securities under the 1933 Act and (iii) there are no anti-dilution or price adjustment provisions contained in any security issued by the Company (or in any agreement providing rights to security holders) that will be triggered by transactions contemplated in this Agreement. The Company has furnished to the Buyers true and correct copies of the Company's Articles of Incorporation as in effect on the date hereof ("Articles of Incorporation"), the Company's By-laws, as in effect on the date hereof (the "By-laws"), and the terms of all securities convertible into or exercisable for Common Stock of the Company, including the Senior Notes, and the material rights of the holders thereof in respect thereto.

5.6. Company owns or possesses or has valid rights to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses, inventions, trade secrets and similar rights ("Intellectual Property Rights") necessary for the conduct of the business of the Company as currently carried on. To the knowledge of the Company, no action or use by the Company or any of its Subsidiaries necessary for the conduct of its business as currently carried on will involve or give rise to any infringement of, or license or similar fees for, any Intellectual Property Rights of others. The Company has not received any notice alleging any such infringement of, license or similar fees for, or conflict with, any asserted Intellectual Property Rights of others. Company further represents that (i) there is no infringement, misappropriation or violation by third parties of any of the Intellectual Property Rights owned by the Company; (ii) there is no pending threatened action, suit, proceeding or claim by others challenging the rights of the Company in or to any such Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (iii) the Intellectual Property Rights owned by the Company and the Intellectual Property Rights licensed to the Company have not been adjudged by a court of competent jurisdiction invalid or unenforceable, in whole or in part, and there is no pending or threatened action, suit, proceeding or claim by others challenging the validity or scope of any such Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (iv) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company infringes, misappropriates or otherwise violates any Intellectual Property Rights or other proprietary rights of others, the Company has not received any written notice of such claim and the Company is unaware of any other facts which would form a reasonable basis for any such claim that would, individually or in the aggregate; and (v) no employee of the Company is in or has ever been in violation in any material respect of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement or any restrictive covenant to or with a former employer where the basis of such violation relates to such employee's employment with the Company, or actions undertaken by the employee while employed with the Company. All material technical information developed by and belonging to the Company which has not been disclosed in a filed patent application has been kept confidential. The Company is not a party to or bound by any options, licenses or agreements with respect to the Intellectual Property Rights of any other person or entity. None of the technology employed by the Company has been obtained or is

being used by the Company in violation of any contractual obligation binding on the Company or any of its officers, directors or employees, or otherwise in violation of the rights of any persons.

5.7. All licenses for the use of the Intellectual Property are in full force and effect in all material respects and are enforceable by the Company and the other parties thereto, in accordance with their terms, except (x) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally, (y) as enforceability of any indemnification or contribution provision may be limited under the federal and state securities laws, and (z) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. None of such agreements or instruments has been assigned by the Company, and the Company has not, and to the Company's knowledge, no other party is in default thereunder and no event has occurred that, with the lapse of time or the giving of notice, or both, would constitute a default thereunder.

5.8. The unaudited financial statements of Company listed in Schedule 5.8 attached hereto and incorporated herein by this reference are materially accurate and not misleading as of the date hereof.

5.9. Company currently has no judgments of any kind against it or its properties.

5.10. Company is not currently involved in any litigation or governmental (including any judicial) proceedings or investigations of any kind.

5.11. The Shares are duly authorized and reserved for issuance and, when issued in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, and free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Company and will not impose personal liability upon the holder thereof

5.12. The Company understands and acknowledges the potentially dilutive effect of to the common stock of the Company upon the conversion of the Senior Notes by the holders thereof into common stock (the "Conversion Shares"). The Company further acknowledges that its obligation to issue, upon conversion of the Senior Note, the Conversion Shares, in accordance with this Agreement, and the Senior Notes are absolute and unconditional regardless of the dilutive effect that such issuance may have on the ownership interests of other shareholders of the Company.

5.13. The Company and each of its subsidiaries has made or filed all federal, state and foreign income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject (unless and only to the extent that the Company and each of its Subsidiaries has set aside on its books provisions reasonably adequate for the payment of all unpaid and unreported taxes) and has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and has set aside on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim. The Company has not executed a waiver with respect to the statute of limitations relating to the assessment or collection of any foreign, federal, state or local tax. None of the Company's tax returns is presently being audited by any taxing authority

5.14. The Senior Notes collectively are intended to be a senior debt obligation of the Company, with priority in payment and performance over all existing and future indebtedness of the Company, except for the Company's preexisting obligations. Neither the Company nor any of its subsidiaries is in violation of its Articles of Incorporation, By-laws or other organizational documents and neither the Company nor any of its subsidiaries is in default (and no event has occurred which with notice or lapse of time or both could put the Company or any of its subsidiaries in default) under, and neither the Company nor any of its subsidiaries has taken any action or failed to take any action that would give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or any of its subsidiaries is a party or by which any property or assets of the Company or any of its subsidiaries is bound or affected, except for possible defaults as would not, individually or in the aggregate, have a Material Adverse Effect. Except as specifically contemplated by this Agreement and as required under the 1933 Act and any applicable state securities laws, the Company is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court, governmental agency, regulatory agency, self-regulatory organization or stock market or any third party in order for it to execute, deliver or perform any of its obligations under this Agreement. All consents, authorizations, orders, filings and registrations which the Company is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the date hereof.

5.15. There has been since inception no material adverse change and no material adverse development in the assets, liabilities, business, properties, operations, financial condition, results of operations, prospects or 1934 Act reporting status of the Company or any of its Subsidiaries.

5.16. Neither the Company nor any of its Subsidiaries is subject to any charter, corporate or other legal restriction, or any judgment, decree, order, rule or regulation which in the judgment of the Company's officers has or is expected in the future to have a Material Adverse Effect, except as described in Schedule 5.16 attached hereto. Neither the Company nor any of its Subsidiaries is a party to any contract or agreement which in the judgment of the Company's officers has or is expected to have a Material Adverse Effect, except as previously disclosed in SEC filings of the Company.

5.17. Except for arm's length transactions pursuant to which the Company or any of its Subsidiaries makes payments in the ordinary course of business upon terms no less favorable than the Company or any of its Subsidiaries could obtain from third parties, none of the officers, directors, or employees of the Company is presently a party to any transaction with the Company or any of its subsidiaries (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any corporation, partnership, trust or other entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner.

5.18. All information relating to or concerning the Company or any of its Subsidiaries set forth in this Agreement and provided to the Buyers otherwise in connection with the transactions contemplated hereby is true and correct in all material respects and the Company has not omitted to state any material fact necessary in order to make the statements made herein or therein, in light of the circumstances under which they were made, not misleading. No event or circumstance has occurred or exists with respect to the Company or any of its subsidiaries or its or their business, properties, prospects, operations or financial conditions, which, under applicable law, rule or regulation, requires public disclosure or announcement by the Company but which has not been so publicly announced or disclosed.

5.19. The Company acknowledges and agrees that the Buyers are acting (i) severally and not jointly, and (ii) solely in the capacity of arm's length purchasers with respect to this Agreement and the transactions contemplated hereby. The Company further acknowledges that the Buyers are not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and any statement made by the Buyers or any of their respective representatives or agents in connection with this Agreement and the transactions contemplated hereby is not advice or a recommendation and is merely incidental to the Buyers' purchase of the Shares. The Company further represents to the Buyers that the Company's decision to enter into this Agreement has been based solely on the independent evaluation of the Company and its representatives.

5.20. Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf, has directly or indirectly made any offers or sales in any security or solicited any offers to buy any security under circumstances that would require registration under the 1933 Act of the issuance of the Securities to the Buyers.

5.21. The Company has taken no action which would give rise to any claim by any person for brokerage commissions, transaction fees or similar payments relating to this Agreement or the transactions contemplated hereby.

5.22. The Company agrees to file a Form D with respect to the Shares as required under Regulation D and to provide a copy thereof to the Buyer promptly after such filing.

5.23. There are no transactions, arrangements or other relationships between and/or among the Company, any of its affiliates (as such term is defined in Rule 405 of the Securities Act Regulations) and any unconsolidated entity, including, but not limited to, any structured finance, special purpose or limited purpose entity that could reasonably be expected to materially affect the Company's or any of its Subsidiaries' liquidity or the availability of or requirements for their capital resources.

5.24. Absence of Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending, or to the knowledge of the Company, threatened against the Company, the Shares or any of the Company's officers or directors which is outside of the ordinary course of business or individually or in the aggregate material to the Company. There has not been and to the knowledge of the Company there is not pending or contemplated, any investigation by the SEC or other United States governmental agency involving the Company or any current or former director or officer of the Company.

6. The Company's Covenants. The Company hereby covenants and agrees as follows:

6.1. For so long as the Shares remain restricted securities not registered under the 1933 Act or are not transferred to persons who are not Buyers, the Company shall deliver to Buyers (i) within one hundred twenty (120) days after the end of each fiscal year of the Company, unaudited (or, if available, audited) annual financial statements, (ii) within forty-five (45) days after the end of each fiscal quarterly period, unaudited quarterly financial statements, and (iii) such other information related to financial condition, business prospects, or corporate affairs of the Company as may from time to time be reasonably requested. All financial statements provided by Company after the date hereof shall be materially accurate and not misleading as of the date so provided. Company shall promptly provide Buyers with updated financial statements if there are any material changes to the financial condition reflected in the most recent statements provided to Buyers.

6.2. For a period of three (3) years after the date of this Agreement Company shall retain a transfer agent and registrar acceptable to the Buyers.

6.3. The Company shall not materially alter the organizational structure, business, operations, officers or ownership of Company without first obtaining the reasonable consent of Buyers, which consent shall not be unreasonably withheld or delayed.

6.4. The Company shall promptly notify Buyers in the event that Company becomes involved or threatened with any litigation or any governmental (including judicial) proceedings or investigations of any kind.

6.5. The Company shall operate in accordance with all of its material permits, licenses and approvals, and all material laws, rules and regulations of any kind applicable to the Company's business or affairs.

6.6. The Company shall ensure all material inventions, software, code and intellectual property that is utilized by Company, incorporated into Company's products or important to Company's business shall be and remain the sole and exclusive property of Company.

7. Governing Law; Jurisdiction; Consent to Service of Process; Waiver of Jury Trial. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to its conflicts of laws rules. The Company hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Superior Court of the State of California, sitting in Los Angeles, California and of the United States District Court of the Central District of California, and any California appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment relating thereto or arising therefrom, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be exclusively heard and determined in such California State court or, to the extent permitted by applicable law, in such California federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Nothing in this Agreement or otherwise shall affect any right that Buyers may otherwise have to bring any action or proceeding relating to this Agreement against Company or its properties in the courts of any jurisdiction. Company hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or Registration Rights Agreement in any court referred to in this Section 7. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of any purported inconvenient forum to the maintenance of such action or proceeding in any such court. Each party to this Agreement irrevocably consents to service of process in any action or proceeding arising out of or relating to this Agreement, in the manner provided for notices (other than telecopy or email) herein. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable law.

8. Notices. Unless otherwise specifically provided herein, any approval, disapproval, demand, document or other notice or communication ("Notice") required or permitted to be given hereunder shall be in writing and may be served (a) personally, or (b) by commercial delivery or private courier service, or (c) by Federal Express or other national overnight delivery service, or (d) by registered or certified mail (return receipt requested, postage prepaid), or (e) by telecopy or facsimile transmission, to the respective addresses and numbers specified below (or such other address for Notice as any Party may provide to the other Party from time to time pursuant to a validly delivered Notice hereunder), which Notice shall be effective (i) upon personal delivery, (ii) the next business day after delivery to Federal Express or other national overnight delivery service for next day delivery to the appropriate address, (iii) when received as indicated by the date on the return invoice or receipt showing delivery, or (iv) when sent by telecopy or facsimile, with written proof of either transmittal to and receipt by the other party or the failure of such transmission to the number designated by such party in this Section being established mechanically by the sender at the time of transmittal or attempted transmittal. Any delivery by facsimile in which all attempted facsimile transmissions failed shall be followed on the next business day by one of the other methods of notice set forth in this Section. Notice of change of any address or fax numbers shall be given by written notice in the manner detailed in this Section or by email at the addresses set forth in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to constitute receipt of the Notice. All Notices to Buyers shall be copied via email to Buyers at the address specified below. The parties' addresses for Notices are as follows:

If to Buyers: Address set forth on signature page below

If to Company: Thumzup Media Corporation

711 Carson Street, Suite 4
Carson City, Nevada 89701
Attention: Robert Steele, Chief Executive Officer
Email: robert@thumzupmedia.com

9. Miscellaneous.

a. This Agreement and the Registration Rights Agreement constitute the entire agreement between the parties hereto with respect to the subject matter contained herein and therein and supersede all prior or contemporaneous agreements, representations and understandings of the parties, express or implied, oral or written. This Agreement may not be amended or modified in any way except in a writing signed by each of the parties hereto. Company may not assign its obligations under

this Agreement without the prior written consent of Buyers, which may be granted, conditioned or withheld in Buyers' sole discretion. All provisions herein shall be construed in all cases as a whole according to their fair meaning, neither strictly for nor against either Company or Buyers and without regard for the identity of the party preparing the same. Company agrees to cooperate in good faith with Buyers and its agents and representatives in all aspects of accomplishing the intent of this Agreement, including but not limited to signing additional documents and taking other actions as may be reasonably necessary or proper for such purpose. No agency, partnership, joint venture or other relationship is intended hereby, and no Party shall be deemed the agent, servant, employee, partner or joint venturer of any other Party. Company and Buyers shall not, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. Any date that falls on a legal holiday or weekend shall not be extended until the next business day. Without limiting Buyers' rights or remedies provided herein or available at law or in equity, the term of this Agreement shall extend until all Obligations are paid in full and Company performs all obligations that are required under this Agreement.

b. This Agreement shall be deemed to be jointly drafted by the Company and the Buyers and shall not be construed against any person as the drafter hereof. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

c. In the event that any provision of this Agreement, or any other agreement or instrument delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Agreement, or any other agreement, certificate, instrument or document contemplated hereby or thereby.

d. This Agreement, the Registration Rights Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor to any Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement or any agreement or instrument contemplated hereby may be waived or amended other than by an instrument in writing signed by a Buyer.

e. This Agreement shall be binding upon the Company and its successors and assigns and shall inure to the benefit of the Buyers and their successors and assigns. Each transferee of the Buyers must be an "Accredited Investor" under the federal securities laws.

f. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

g. The representations and warranties of the Company and the agreements and covenants set forth in this Agreement shall survive the closing hereunder notwithstanding any due diligence investigation conducted by or on behalf of any of the Buyers. The Company agrees to indemnify and hold harmless the Buyers and all their officers, directors, employees and agents for loss or damage arising as a result of or related to any breach or alleged breach by the Company of any of its representations, warranties and covenants set forth in this Agreement or any of its covenants and obligations under this Agreement, including advancement of expenses as they are incurred.

h. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

i. In consideration of the Buyers' execution and delivery of this Agreement and acquiring the Shares hereunder, and in addition to all of the Company's other obligations under this Agreement or the Senior Notes, the Company shall defend, protect, indemnify and hold harmless the Buyers and their respective stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "Indemnitees") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "Indemnified Liabilities"), incurred by any Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by the Company in this Agreement, (b) any breach of any covenant, agreement or obligation of the Company contained in this Agreement, or (c) any cause of action, suit or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company) and arising out of or resulting from (i) the execution, delivery, performance or enforcement of this Agreement, or (ii) the status of the Buyer or holder of the Shares as an investor in the Company pursuant to the transactions contemplated by this Agreement.

j. No failure or delay on the part of the Buyer in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies of the Buyer existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

k. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. A facsimile or .pdf signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or .pdf signature. Delivery of a counterpart signature hereto by facsimile or email/.pdf transmission shall be deemed validly delivery thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Company:

Thumzup Media Corporation

By:
Name: Robert Steele, Chief Executive Officer

Buyers:

By:
Name:
Address:

Shares Purchased at \$1 per share:

Investment Amount:

SCHEDULE I

Buyers

EXHIBIT B

Form of Registration Rights Agreement

(Separately provided)

EXHIBIT C

Form of
Accredited Investor Questionnaire
(Separately Provided)

EXHIBIT D

Thumzup Media Corporation Wire Instructions

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form S-1 of Thumzup Media Corporation of our report dated April 29, 2021 relating to our audit of the December 31, 2020 financial statements of Thumzup Media Corporation, appearing in the Prospectus, which is part of this Registration Statement.

We also consent to the reference to our firm under the caption "Experts" in such Prospectus.

/s/ Haynie & Company

Salt Lake City, Utah

April 29, 2021