

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

FORM 8-K

CURRENT REPORT

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

Date of report (date of earliest event reported): September 21, 2022

THUMZUP MEDIA CORPORATION  
(Exact name of registrant as specified in its charter)  
(State or Other Jurisdiction of Incorporation)

Nevada  
(State or Other Jurisdiction of Incorporation)

333-255624  
(Commission File Number)

85-3651036  
(IRS Employer Identification No.)

711 S Carson Street, Suite 4, Carson City, NV 89701  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (310) 237-2887

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

Securities registered pursuant to Section 12(b) of the Act: None

**Item 1.01 Entry into a Material Definitive Agreement.**

Starting on September 21, 2022, Thumzup Media Corporation (the "Company") entered into a Securities Purchase Agreement with four accredited investors. Pursuant to the Securities Purchase Agreements, the company sold 16,446 Shares of its Series A Preferred Convertible Voting Stock (the "Series A Preferred") at a per share price of \$45.00 per preferred share and received gross proceeds of \$740,000. A form of the Securities Purchase Agreement is attached hereto as Exhibit 10.1.

On September 21, 2022, the Company submitted with the Secretary of State of Nevada a Certificate of Designation of Rights, Powers, Preferences, Privileges and Restrictions of Series A Preferred Convertible Voting Stock with the Secretary of State of the State of Nevada. On September 26, 2022, the Company submitted an Amended and Restated Certificate of Designation of Rights, Powers, Preferences, Privileges and Restrictions of Series A Preferred Convertible Voting Stock with the Secretary of State of Nevada (the "Certificate of Designation"). A form of the Certificate of Designations is attached hereto as Exhibit 3.1.

Pursuant to the Certificate of Designations, the Company designated 1,000,000 shares of preferred stock as Series A Preferred. The Series A Preferred shall vote together with the Common Stock of the Company (the "Common Stock") on an as-converted basis, provided that each holder of Series A Preferred shall be limited to voting the number of votes that is 9.99% of all shares entitled to vote, except as required by law.

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

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

The Series A Preferred were offered and sold pursuant to an exemption from the registration requirements under Section 4(a)(2) of the Securities Act.

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

Copies of the forms of the Securities Purchase Agreement and Certificate of Designations are attached hereto as exhibits to this Current Report. The foregoing description of the material terms of the Securities Purchase Agreement and Certificate of Designations are qualified in their entirety by reference by such exhibits.

### Item 3.02 Unregistered Sales of Equity Securities.

The information provided in response to Item 1.01 of this report is incorporated by reference into this Item 3.02.

### Item 5.03 Amendments to Articles of Incorporation or Bylaws; change in Fiscal Year.

The information provided in response to Item 1.01 of this report is incorporated by reference into this Item 5.03.

On December 1, 2021, the Company filed a Certificate of Amendment with the Secretary of State of the state of Nevada to authorize 100,000,000 shares of the Company, of which consist of 90,000,000 shares of Common Stock and 10,000,000 shares of Preferred Stock.

### Item 9.01 Financial Statements and Exhibits.

(d)

Exhibit NO. Description

---

3.1	<a href="#"><u>Form of Amended and Restated Certificate of Designation of Rights, Powers, Preferences, Privileges and Restrictions of Series A Preferred Convertible Voting Stock</u></a>
10.1	<a href="#"><u>Form of Securities Purchase Agreement</u></a>

### SIGNATURES

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

**THUMZUP MEDIA CORPORATION**

By: /s/ ROBERT STEELE

Robert Steele

Chief Executive Officer

Date: September 27, 2022

AMENDED AND RESTATED  
 CERTIFICATE OF DESIGNATION OF RIGHTS, POWERS, PREFERENCES, PRIVILEGES AND  
 RESTRICTIONS of  
 SERIES A PREFERRED CONVERTIBLE VOTING STOCK  
 OF  
 THUMZUP MEDIA CORPORATION

I, Robert Steele, hereby certify that I am the Chief Executive Officer of Thumzup Media Corporation (the “Company”), a corporation organized and existing under the Nevada Revised Statutes (the “NRS”), and further do hereby certify:

That, pursuant to the authority expressly conferred upon the Board of Directors of the Company (the “Board”) by the Company’s Articles of Incorporation, as amended (the “Articles of Incorporation”), the Board on September 26, 2022 adopted the following resolution creating a series of shares of Preferred Stock designated as Series A Preferred Convertible Voting Stock, none of which shares has been issued:

RESOLVED, pursuant to the authority expressly granted to and vested in the Board of Directors of the Company by the Company’s Articles of Incorporation the Board hereby creates and designates a series of preferred stock to be named Series A Preferred Convertible Voting Stock and the number of shares constituting such series, and fixes the rights, powers, preferences, privileges and restrictions relating to such series in addition to any set forth in the Articles of Incorporation as follows:

**TERMS OF SERIES A PREFERRED CONVERTIBLE VOTING STOCK**

1. Designation and Number of Shares. There shall hereby be created and established by this Amended and Restated Certificate of Designation of Rights, Powers, Preferences, Privileges and Restrictions (this “Certificate of Designation”) a series of preferred stock of the Company designated as “Series A Preferred Convertible Voting Stock” (the “Series A Preferred Convertible Voting Stock” or “Preferred Stock”). The authorized number of Series A Preferred Convertible Voting Stock shall be 1,000,000 shares. Each share of Series A Preferred Convertible Voting Stock shall have a \$0.001 par value. Capitalized terms not defined herein shall have the meaning as set forth in Section 22.

2. Ranking. The Series A Preferred Convertible Voting Stock shall, unless otherwise set forth in the applicable certificate of designations, be senior to the common stock of the Company, par value \$0.001 per share (the “Common Stock”) and any other class of securities that is specifically designated as junior to the Series A Preferred Convertible Voting Stock (together, the “Junior Securities”).

3. Dividends. From and after the first date of issuance of any Series A Preferred Convertible Voting Stock (the “Initial Issuance Date”), the holders of Series A Preferred Convertible Voting Stock (each a “Holder” and collectively the “Holders”) shall be entitled to receive, when, as and if declared by the Board of Directors, out of funds lawfully available, non-cumulative dividends, which will be paid to Holders on a quarterly basis on each of March 15, June 15, September 15 and December 15 (each, a “Payment Date”), in cash or in-kind at Company’s election, in an amount equal to \$3.50 per share. If paid in kind, the dividend shall be in shares of Series A Preferred Convertible Voting Stock (the “Dividend Shares”) valued at the \$45.00 per share of Series A Preferred Convertible Voting Stock (the “Purchase Price”) unless the closing price of the Common Stock on the Trading Day prior to the Payment Date is below the Reference Rate (as defined in Section 4(b)) then in effect, in which case the Dividend Shares shall be valued at the Purchase Price adjusted by the formula:

$$\text{VWAP/ Reference Rate} \times \text{Purchase Price} = \text{Value per Dividend Share}$$

The Reference Rate shall be adjusted for subdivisions and combinations of Common Stock and certain future issuances of Company securities consistently with the provisions of Sections 4(h) and 4(i).

4. Conversion.

(a) Conversion by the Holders. Subject to the provisions of this Section 4, each Holder shall have the right, at any time and from time to time, at such Holder's option, to convert any or all of such Holder's shares of Series A Preferred Convertible Voting Stock into the number of shares of Common Stock as set forth herein.

(b) Conversion Rate. Each share of Series A Preferred Convertible Voting Stock initially converts into 15 shares of Common Stock (the "Conversion Rate") at a reference rate of \$3.00 per share of Common Stock (the "Reference Rate") subject to adjustments set forth in Sections 4(g) and (h).

(c) Mechanics of Conversion.

(i) In order to exercise the conversion privilege set forth in Section 4(a) above, the Holder of any shares of Series A Preferred Convertible Voting Stock to be converted shall surrender the certificate or certificates representing such shares at the principal office of the Company (or any transfer agent of the Company previously designated by the Company to the Holders for this purpose) with an irrevocable and unconditional written notice of election to convert (the "Optional Conversion Notice"), completed and signed, specifying the number of Series A Preferred Convertible Voting Stock shares to be converted. Unless the shares issuable upon conversion are to be issued in the same name as the name in which such shares of Series A Preferred Convertible Voting Stock are registered, each share surrendered for conversion shall be accompanied by instruments of transfer, in forms reasonably satisfactory to the Company, duly executed by the Holder thereof or such Holder's duly authorized attorney. For purposes of this section, the "Optional Conversion Date" shall be the date of receipt by the transfer agent (or by the Company if the Company serves as its own transfer agent) of such certificates for shares of Series A Preferred Convertible Voting Stock, the Optional Conversion Notice and such amounts payable.

(ii) Within two Business Days after the surrender by the Holder of the certificates for shares of Series A Preferred Convertible Voting Stock as aforesaid, the Company shall issue and shall deliver to such Holder, or on the Holder's written order to the Holder's transferee, a certificate or certificates for the number of full shares of Common Stock issuable upon conversion of such shares, rounded up to the next share in the event of any fractional interest in a share of Common Stock, if applicable, and, if less than all shares of Series A Preferred Convertible Voting Stock represented by the certificate or certificates so surrendered are being converted, a residual certificate or certificates representing the shares of Series A Preferred Convertible Voting Stock not converted.

(d) Delivery and Fees. All shares of Common Stock delivered upon conversion of the Series A Preferred Convertible Voting Stock will, upon delivery, be duly and validly authorized and issued, fully paid and non-assessable, free from all preemptive rights and free from all taxes, liens, security interests and charges (other than liens or charges created by or imposed upon the Holder or taxes in respect of any transfer occurring contemporaneously therewith). The Company will procure, at its sole expense, the listing of the shares of Common Stock, subject to issuance or notice of issuance on the principal domestic stock exchange or inter-dealer quotation system on which the Common Stock is then listed or traded. The Company will use its reasonable best efforts as may be necessary to ensure that the shares of Common Stock may be issued without violation of any applicable law or regulation or of any requirement of any securities exchange or inter-dealer quotation system on which the shares of Common Stock are listed or traded.

(e) Charges and Taxes. Issuances of certificates for shares of Common Stock upon conversion of the Series A Preferred Convertible Voting Stock shall be made without charge to any Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Company; provided, however, that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance or delivery of shares of Common Stock in a name other than that of the Holder of the Series A Preferred Convertible Voting Stock to be converted, and no such issuance or delivery shall be made unless and until the person requesting such issuance or delivery has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that such tax has been paid.

(f) Limitation on Beneficial Ownership. Notwithstanding anything to the contrary set forth in this Certificate of Designation, at no time may all or a portion of the Series A Series A Preferred Convertible Voting Stock be converted if the number of shares of Common Stock to be issued pursuant to such conversion would exceed, when aggregated with all other shares of Common Stock owned by the Holder at such time, the number of shares of

Common Stock that would result in the Holder beneficially owning (as determined in accordance with Section 13(d) of the 1934 Act and the rules thereunder) more than 4.99% of all of the Common Stock outstanding at such time (the “**4.99% Beneficial Ownership Limitation**”); provided, however, that, upon the Holder providing the Company with 61 days’ advance notice (the “**4.99% Waiver Notice**”) that the Holder would like to waive this Section 4(e) with regard to any or all shares of Common Stock issuable upon conversion of the Series A Preferred Convertible Voting Stock, this Section 4(f) will be of no force or effect with regard to all or a portion of the Series A Series A Preferred Convertible Voting Stock referenced in the 4.99% Waiver Notice but shall in no event waive the 9.99% Beneficial Ownership Limitation described below. Notwithstanding anything to the contrary set forth in this Certificate of Designation, at no time may all or a portion of the Series A Preferred Convertible Voting Stock be converted if the number of shares of Common Stock to be issued pursuant to such conversion, when aggregated with all other shares of Common Stock owned by the Holder at such time, would result in the Holder beneficially owning (as determined in accordance with Section 13(d) of the 1934 Act and the rules thereunder) in excess of 9.99% of the then-issued and outstanding shares of Common Stock outstanding at such time (the “**9.99% Beneficial Ownership Limitation**” and the lower of the 9.99% Beneficial Ownership Limitation and the 4.99% Beneficial Ownership Limitation then in effect, the “**Maximum Percentage**”). By written notice to the Company, a Holder of Series A Preferred Convertible Voting Stock may from time to time decrease the Maximum Percentage to any other percentage specified in such notice. For purposes hereof, in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as reflected in (1) the Company’s most recent Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other public filing with the Securities and Exchange Commission, as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company setting forth the number of shares of Common Stock outstanding. For any reason at any time, upon the written or oral request of a Holder of Series A Preferred Convertible Voting Stock, the Company shall within three (3) Business Days confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including the Series A Preferred Convertible Voting Stock, by the Holder and its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported, that in any event are convertible or exercisable, as the case may be, into shares of the Company’s Common Stock within 60 days’ of such calculation and that are not subject to a limitation on conversion or exercise analogous to the limitation contained herein. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 4(e) to correct this paragraph (or any portion hereof) that may be defective or inconsistent with the intended beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation.

(g) Adjustment of Conversion Rate upon Subdivision or Combination of Common Stock. The Conversion Rate (and shares issuable upon conversion of the Series A Preferred Convertible Voting Stock) will be appropriately adjusted to reflect stock splits, stock dividends business combinations and similar recapitalization.

(h) Adjustment of Conversion Rate upon a Dilutive Financing. In the event that the Company issues additional securities at a purchase price less than the current Reference Rate, as adjusted (a “**Dilutive Financing**”), the Conversion Rate shall be adjusted as follows: First, the lowest per share price paid in any such Dilutive Financing is multiplied by 0.8 to obtain the discount rate (the “**Discount Rate**”), and then, the Reference Rate is divided by the Discount Rate, resulting in the new Conversion Rate. This provision shall adjust the Reference Rate to equal the Discount Rate for the most recent Dilutive Financing.

(i) This Section 4(h) shall be inoperable when the following conditions are all present: a) the Company has closed on an offering of at least \$5 million net of fees at a minimum \$5 per share, b) the Securities and Exchange Commission has declared effective a registration statement registering for resale the Common Stock issuable upon conversion of the Series A Preferred Convertible Voting Stock, c) the Common Stock is listed on the NYSE or NASDAQ and d) the Common Stock has a closing price of \$6 for 20 consecutive Trading Days. In the event the Company no longer meets the requirements of (b) or (c) above, the anti-dilution provisions of this Section 4(h) shall be operable.

(j) The anti-dilution provisions of this Section 4(h) shall not be triggered by the following issuances: (i) securities issued upon conversion of any shares of Series A Preferred Convertible Voting Stock, or as a dividend or distribution on the Series A Preferred Convertible Voting Stock; (ii) securities issued upon the conversion of any

preexisting debenture, warrant, option, or other convertible security; or (iii) Common Stock issuable upon a stock split, stock dividend, or any subdivision of shares of Common Stock.

5. Authorized Shares Reservation. The Company shall initially reserve out of its authorized and unissued Common Stock a number of shares of Common Stock equal to 100% of the Conversion Rate of each Series A Preferred Convertible Voting Stock as of the Initial Issuance Date. So long as any of the Series A Preferred Convertible Voting Stock are outstanding, the Company shall take all action necessary to reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Series A Preferred Convertible Voting Stock, as of any given date, 100% of the number of shares of Common Stock as shall from time to time be necessary to effect the conversion of all of the Series A Preferred Convertible Voting Stock.

6. Voting Rights. The Series A Preferred shall vote together with the Common Stock on an as-converted basis, provided that each Holder shall be limited to voting the number of votes that is 9.99% of all shares entitled to vote, except as required by law (the "Maximum Voting Percentage").

7. Liquidation, Dissolution, Winding-Up. In the event of any liquidation, dissolution or winding up of the Company (each, a "Liquidation Event"), Holders shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders, first, before any payment shall be made to holders of Junior Securities by reason of their ownership thereof, an amount in cash equal to \$45 per share of Series A Preferred Convertible Voting Stock, plus accrued and declared and unpaid dividends on each share of Series A Preferred Convertible Voting Stock, and thereafter, pari-passu with holders of Common Stock on an as-converted basis. A merger or consolidation (other than one in which stockholders of the Company own a majority by voting power of the outstanding shares of the surviving or acquiring corporation) or a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company will be treated as a Liquidation EVENT unless the Holders elect otherwise.

8. Other Dividends. If the Company, at any time while any shares of Series A Preferred Convertible Voting Stock are outstanding, shall pay a dividend in cash, securities or other assets to all holders of Common Stock (any such non-excluded event being referred to herein as an "Other Dividend"), then Holders shall be entitled to receive such Other Dividends on a pro-rata as-converted basis with the holders of Common Stock.

9. Lost or Stolen Certificates. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any certificates representing Series A Preferred Convertible Voting Stock (as to which a written certification and the indemnification contemplated below shall suffice as such evidence), and, in the case of loss, theft or destruction, of an indemnification undertaking by the applicable Holder to the Company in customary and reasonable form and, in the case of mutilation, upon surrender and cancellation of the certificate(s), the Company shall execute and deliver new certificate(s) of like tenor and date.

10. Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Certificate of Designation shall be cumulative and in addition to all other remedies available under this Certificate of Designation at law or in equity (including a decree of specific performance and/or other injunctive relief), and no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy. Nothing herein shall limit any Holder's right to pursue actual and consequential damages for any failure by the Company to comply with the terms of this Certificate of Designation.

11. Noncircumvention. The Company hereby covenants and agrees that the Company will not, by amendment of its Articles of Incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Certificate of Designation, and will at all times in good faith carry out all of the provisions of this Certificate of Designation and take all action as may be required to protect the rights of the Holders. Without limiting the generality of the foregoing or any other provision of this Certificate of Designation, the Company (i) shall not increase the par value of any shares of Common Stock receivable upon the conversion of any Series A Preferred Convertible Voting Stock above the par value then in effect and (ii) shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue

fully paid and non-assessable shares of Common Stock upon the conversion of Series A Preferred Convertible Voting Stock.

12. Failure or Indulgence Not Waiver. No failure or delay on the part of a Holder 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 privilege. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party. This Certificate of Designation shall be deemed to be jointly drafted by the Company and all Holders and shall not be construed against any Person as the drafter hereof.

13. Notices. The Company shall provide each Holder of Series A Preferred Convertible Voting Stock with prompt written notice of all actions taken pursuant to the terms of this Certificate of Designation, including in reasonable detail a description of such action and the reason therefor. Whenever notice is required to be given under this Certificate of Designation, unless otherwise provided herein, such notice must be in writing and shall be given in accordance with instructions provided to the Company by the Holder. Without limiting the generality of the foregoing, the Company shall give written notice to each Holder (i) promptly following any adjustment of the Conversion Rate, setting forth in reasonable detail, and certifying, the calculation of such adjustment and (ii) at least five (5) days prior to the date on which the Company closes its books or takes a record (A) with respect to any distribution upon the Common Stock, (B for determining rights to vote (if applicable) or any other applicable action.

14. Transfer of Series A Preferred Convertible Voting Stock. Subject to the restrictions set forth in Purchase Agreement, a Holder may transfer some or all of its Series A Preferred Convertible Voting Stock without the consent of the Company.

15. Series A Preferred Convertible Voting Stock Register. The Company shall maintain at its principal executive offices (or such other office or agency of the Company as it may designate and provide notice to the Holders thereof), a register for the Series A Preferred Convertible Voting Stock, in which the Company shall record the name, address and facsimile number or email of the Persons in whose name the Series A Preferred Convertible Voting Stock have been issued, as well as the name, address, facsimile number or email and tax identification number of each transferee. The Company may treat the Person in whose name any Series A Preferred Convertible Voting Stock is registered on the register as the owner and Holder thereof for all purposes, notwithstanding any notice to the contrary, but in all events recognizing any properly made transfers.

#### 16. Shareholder Matters; Amendment

(a) Shareholder Matters. Any shareholder action, approval or consent required, desired or otherwise sought by the Company pursuant to the NRS, the Articles of Incorporation, this Certificate of Designation or otherwise with respect to the issuance of Series A Preferred Convertible Voting Stock may be effected by written consent of the Company's shareholders or at a duly called meeting of the Company's shareholders, all in accordance with the applicable rules and regulations of the NRS. This provision is intended to comply with the applicable sections of the NRS permitting shareholder action, approval and consent affected by written consent in lieu of a meeting.

(b) Amendment. This Certificate of Designation or any provision hereof may be amended by obtaining the affirmative vote at a meeting duly called for such purpose, or written consent without a meeting in accordance with the NRS, of the Holders owning a majority of the Series A Preferred Convertible Voting Stock remaining outstanding at the time of the vote, voting together as a single class.

17. Governing Law and Venue. All questions concerning the construction, validity, enforcement and interpretation of the this Certificate of Designations shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Certificate of Designations (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for

the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of this Certificate of Designations), and hereby irrevocably waives, and agrees not to assert in any action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement 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 other manner permitted by law.

18. Certain Defined Terms. For purposes of this Certificate of Designation, the following terms shall have the following meanings:

(a) “**1934 Act**” means the Securities Exchange Act of 1934, as amended.

(b) “**Affiliate**” as applied to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, “**control**” (including, with correlative meanings, the terms “**controlling**”, “**controlled by**” and “**under common control with**”), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise. For purposes of this definition, a Person shall be deemed to be “**controlled by**” a Person if such latter Person possesses, directly or indirectly, power to vote 10% or more of the securities having ordinary voting power for the election of directors of such former Person.

(c) “**Business Day**” means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(d) “**Person**” means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or a government or any department or agency thereof.

(e) “**Securities Purchase Agreement**” means that certain Securities Purchase Agreement (or subscription agreement) by and among the Company and the initial Holders of Series A Preferred Convertible Voting Stock, dated as of the Initial Issuance Date, as may be amended from time in accordance with the terms thereof.

(f) “**Subsidiaries**” shall have the meaning as set forth in the Securities Purchase Agreement.

(g) “**Trading Day**” means a day on which the principal Trading Market is open for trading.

(h) “**Trading Market**” means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American LLC, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTCQB as maintained by the OTC Markets, Inc.

(i) “**VWAP**” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the “Pink Sheets”

published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

19. Disclosure. Upon receipt or delivery by the Company of any notice in accordance with the terms of this Certificate of Designation, unless the Company has in good faith determined that the matters relating to such notice do not constitute material, non-public information relating to the Company or any of its Subsidiaries, the Company shall simultaneously with any such receipt or delivery publicly disclose such material, non-public information on a Current Report on Form 8-K or otherwise. In the event that the Company believes that a notice contains material, non-public information relating to the Company or any of its Subsidiaries, the Company so shall indicate to each Holder contemporaneously with delivery of such notice, and in the absence of any such indication, each Holder shall be allowed to presume that all matters relating to such notice do not constitute material, non-public information relating to the Company or its Subsidiaries. Nothing contained in this Section 23 shall limit any obligations of the Company, or any rights of any Holder, under the Securities Purchase Agreement.

IN WITNESS WHEREOF, the Company has caused this Amended and Restated Certificate of Designation of Series A Preferred Convertible Voting Stock of Thumzup Media Corporation to be signed by its Chief Executive Officer on this 26<sup>th</sup> day of September, 2022.

THUMZUP MEDIA CORPORATION

By: /s/

Name: Robert Steele  
Title: Chief Executive Officer

**THUMZUP MEDIA CORPORATION  
CONVERSION NOTICE**

Reference is made to the Certificate of Designation of Rights, Powers, Preferences, Privileges and Restrictions of the Series A Series A Preferred Convertible Voting Stock of Thumzup Media Corporation (the "Certificate of Designation"). In accordance with and pursuant to the Certificate of Designation, the undersigned hereby elects to convert the number of shares of Series A Series A Preferred Convertible Voting Stock, \$0.001 par value per share (the "Series A Preferred Convertible Voting Stock"), of Thumzup Media Corporation, a Nevada corporation (the "Company"), indicated below into shares of common stock, \$0.001 par value per share (the "Common Stock"), of the Company, as of the date specified below.

Date of Conversion: \_\_\_\_\_

Number of Series A Preferred Convertible Voting Stock to be converted: \_\_\_\_\_

Share certificate no(s) of Series A Preferred Convertible Voting Stock to be converted: \_\_\_\_\_

Tax ID Number (If applicable): \_\_\_\_\_

Conversion (Rate): \_\_\_\_\_

Number of shares of Common Stock to be issued: \_\_\_\_\_

Please issue the shares of Common Stock into which the Series A Preferred Convertible Voting Stock are being converted in the following name and to the following address:

Issue to: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Email: \_\_\_\_\_

Holder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Account Number (if electronic book entry transfer): \_\_\_\_\_

Transaction Code Number (if electronic book entry transfer): \_\_\_\_\_

**SERIES A PREFERRED STOCK PURCHASE AGREEMENT**

This **SERIES A PREFERRED STOCK PURCHASE AGREEMENT**(the “Agreement”), dated  
as of , by and between Thumzup Media Corporation, a Nevada corporation  
("Company"), and , (the “Buyer”).

**WHEREAS:**

A. The Company is an early-stage company with an unproven business plan to build an influencer community around a proprietary 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. The Company is a reporting company under the 1934 Securities and Exchange Act, and files periodic and current reports with the Securities and Exchange Commission ("SEC") available for review on the SEC's web site (www.sec.gov). The Company's common stock is listed for trading on the OTC Markets under the trading symbol "TZUP".

B. The Company and the Buyer are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by the rules and regulations as promulgated by the United States Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “1933 Act”);

C. Buyer desires to purchase and the Company desires to issue and sell, upon the terms and conditions set forth in this Agreement,

\_\_\_\_\_ shares of Series A Preferred Convertible Voting Stock of the Company (“Series A Shares”) with the rights and preferences as set forth on the Certificate of Designation of the Series A Preferred Stock attached hereto as Exhibit “A” (the “Certificate of Designation”); and

D. The Company concurrently with this Agreement shall enter into a Registration Rights Agreement with the Buyer for the securities issuable on conversion of the Series A Shares.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Company and the Buyer severally (and not jointly) hereby agree as follows:

1. **Purchase of Series A Shares.** On the Closing Date (as defined below), the Company shall issue and sell to the Buyer and the Buyer agrees to purchase from the Company

\_\_\_\_\_ Series A Shares with the rights and preferences as set forth in the Certificate of Designation.

a. **Form of Payment.** On the Closing Date (as defined below), (i) the Buyer shall pay

\_\_\_\_\_ for the Series A Shares to be issued and sold to it at the Closing (as defined below)(the “Purchase Price”) by wire transfer of immediately available funds to the Company, in accordance with the Company's written wiring instructions, against delivery of the Series A Shares, and (ii) the Company shall deliver such duly executed and authorized Series A Shares on behalf of the Company, to the Buyer, against delivery of such Purchase Price.

b. **Closing Date.** Subject to the satisfaction (or written waiver) of the conditions set forth in Section 6 and Section 7 below, the date and time of the issuance and sale of the Series A Shares pursuant to this Agreement (the “Closing Date”) shall be 12:00 noon, Eastern Standard Time on or about September 23, 2022, or such other mutually agreed upon time. The closing of the transactions contemplated by this Agreement (the “Closing”) shall occur on the Closing Date at such location as may be agreed to by the parties.

2. **Buyer's Representations and Warranties.** The Buyer represents and warrants to the Company that:

a. The Buyer has full power and authority to enter into this Agreement, the execution and delivery of which has been duly authorized and this Agreement constitutes a valid and legally binding obligation of the Buyer, except as may be limited by bankruptcy, reorganization, insolvency, moratorium and similar laws of general application relating to or affecting the enforcement of rights of creditors, and except as enforceability of the obligations hereunder are subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law).

b. The Buyer acknowledges its understanding that the offering and sale of the Series A Shares and the shares of common stock issuable upon conversion of the Series A Shares (such shares of common stock being collectively referred to herein as the “Conversion Shares” and, collectively with the Series A Shares, the “Securities”) is intended to be exempt from registration under the 1933 Act, by virtue of Rule 506(b) promulgated under the Securities Act of 1933, as amended, and the provisions of Regulation D promulgated thereunder. In furtherance thereof, the Buyer represents and warrants to the Company and its affiliates as follows:

i. The Buyer realizes that the basis for the exemption from registration may not be available if, notwithstanding the Buyer's representations contained herein, the Buyer is merely acquiring the Securities for a fixed or determinable period in the future, or for a market rise, or for sale if the market does not rise. The Buyer does not have any such intention.

ii. The Buyer realizes that the basis for exemption would not be available if the offering is part of a plan or scheme to evade registration provisions of the 1933 Act or any applicable state or federal securities laws, except sales pursuant to a registration statement or sales that are exempted under the 1933 Act.

iii. The Buyer is acquiring the Securities solely for the Buyer's own beneficial account, for investment purposes, and not with a view towards, or resale in connection with, any distribution of the Securities.

iv. The Buyer has the financial ability to bear the economic risk of the Buyer's investment, has adequate means for providing for its current needs and contingencies, and has no need for liquidity with respect to an investment in the Company.

v. The Buyer and the Buyer's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the “Advisors”) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of a prospective investment in the Securities. The Buyer also represents it has not been organized solely for the purpose of acquiring the Securities.

- vii. The Buyer (together with its Advisors, if any) has received all documents requested by the Buyer, if any, and has carefully reviewed them and understands the information contained therein, prior to the execution of this Agreement.
- c. The Buyer is not relying on the Company or any of its employees, agents, sub-agents or advisors with respect to the legal, tax, economic and related considerations involved in this investment. The Buyer has relied on the advice of, or has consulted with, only its Advisors.
- d. The Buyer has carefully considered the potential risks relating to the Company and a purchase of the Securities, and fully understands that the Securities are a speculative investment that involves a high degree of risk of loss of the Buyer's entire investment. Among other things, the Buyer has carefully considered each of the risks described under the heading "*Risk Factors*" in the Company's SEC filings.
- e. The Buyer will not sell or otherwise transfer any Securities without registration under the 1933 Act or an exemption therefrom, and fully understands and agrees that the Buyer must bear the economic risk of its purchase because, among other reasons, the Securities have not been registered under the 1933 Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the 1933 Act and under the applicable securities laws of such states, or an exemption from such registration is available. In particular, the Buyer is aware that the Securities are "restricted securities," as such term is defined in Rule 144, and they may not be sold pursuant to Rule 144 unless all conditions of Rule 144 are met or until the Securities are registered. The Buyer understands that any sales or transfers of the Securities are further restricted by state securities laws and the provisions of this Agreement.
- f. The Buyer and its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the offering and the business, financial condition, results of operations and prospects of the Company, and all such questions have been answered to the full satisfaction of the Buyer and its Advisors, if any.
- g. The Buyer represents and warrants that: (i) the Buyer was contacted regarding the sale of the Securities by the Company (or an authorized agent or representative thereof) with whom the Buyer had a prior substantial pre-existing relationship; and (ii) no Securities were offered or sold to it by means of any form of general solicitation or general advertising, and in connection therewith, the Buyer did not: (A) receive or review any advertisement, article, notice or other communication published in a newspaper or magazine or similar media or broadcast over television or radio, whether closed circuit, or generally available; or (B) attend any seminar meeting or industry investor conference whose attendees were invited by any general solicitation or general advertising; or (C) observe any website or filing of the Company with the SEC in which any offering of securities by the Company was described and as a result learned of any offering of securities by the Company.
- h. The Buyer has taken no action that would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Agreement or the transactions contemplated hereby.
- i. The Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D.
- j. Legends. The Buyer understands that until such time as the Securities have been registered under the 1933 Act or may be sold pursuant to an applicable exemption from registration, the Securities shall bear a restrictive legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE PLEDGED, SOLD, ASSIGNED, HYPOTHECATED OR OTHERWISE TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR (2) THE ISSUER OF SUCH SECURITIES RECEIVES AN OPINION OF COUNSEL TO THE HOLDER OF SUCH SECURITIES, WHICH COUNSEL AND OPINION ARE REASONABLY ACCEPTABLE TO THE ISSUER'S TRANSFER AGENT, THAT SUCH SECURITIES MAY BE PLEDGED, SOLD, ASSIGNED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS."

- k. The legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of any Security upon which it is stamped, 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 an exemption from registration without any restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) such holder provides the Company with an opinion of counsel, in form, substance and scope customary for opinions of counsel in comparable transactions, 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. 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, at the Deadline (as defined in the Certificate of Designation), it will be considered an Event of Default (as defined in the Certificate of Designation).

**3. Company's Representations and Warranties.** The Company represents and warrants to the Buyer that:

- a. Organization and Qualification. The Company and each of its Subsidiaries (as defined below), if any, is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, with full power and authority (corporate and other) to own, lease, use and operate its properties and to carry on its business as and where now owned, leased, used, operated and conducted. "Subsidiaries" means any corporation or other organization, whether incorporated or unincorporated, in which the Company owns, directly or indirectly, any equity or other ownership interest.
- b. Authorization; Enforcement. (i) The Company has all requisite corporate power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby and thereby and to issue the Securities, in accordance with the terms hereof and thereof, (ii) the execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby and thereby (including without limitation, the issuance of the Series A Shares and the issuance and reservation for issuance of the Conversion Shares issuable upon conversion or exercise thereof) have been duly authorized by the Company's Board of Directors and no further consent or authorization of the Company, its Board of Directors, or its shareholders is required, (iii) this Agreement has been duly executed and delivered by the Company by its authorized representative, and such authorized representative is the true and official representative with authority to sign this Agreement and the other documents executed in connection herewith and bind the Company accordingly, and (iv) this Agreement constitutes, and upon execution and delivery by the Company of the Series A Shares, each of such instruments will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms except as may be limited by bankruptcy, reorganization, insolvency, moratorium and similar laws of general application relating to or affecting the enforcement of rights of creditors, and except as enforceability of the obligations hereunder are subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law).

- c. **Capitalization.** As of September 21, 2022, the authorized capital stock of the Company consists of 90,000,000 authorized shares of Common Stock, \$0.001 par value, of which there were 6,315,673 shares issued and 10,000,000 shares of authorized preferred stock with none issued and outstanding. 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 2022, 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) Except for the Company giving registration rights to 365,671 shares of Common sold at \$1.50 in Q4 2021 and Q1 2022 and 193,502 shares Common sold at \$3.00 in Q2 2022, 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 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 Purchasers 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.
- d. **Issuance of Securities.** The Securities upon issuance 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.
- e. **No Conflicts.** The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Securities 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, as amended 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, 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 are 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 (as defined herein)). The businesses of the Company and its Subsidiaries, if any, are not being conducted, and shall not be conducted so long as the Buyer owns any of the Securities, in violation of any law, ordinance or regulation of any governmental entity. "Material Adverse Effect" means any material adverse effect on the business, operations, assets or financial condition of the Company or its Subsidiaries, if any, taken as a whole, or on the transactions contemplated hereby or by the agreements or instruments to be entered into in connection herewith.
- f. **SEC Documents: Financial Statements.** The Company has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "1934 Act") (all of the foregoing filed prior to the date hereof and all exhibits included therein and financial statements and schedules thereto and documents (other than exhibits to such documents) incorporated by reference therein, being hereinafter referred to herein as the "SEC Documents"). Upon written request the Company will deliver to the Buyer true and complete copies of the SEC Documents, except for such exhibits and incorporated documents. As of their respective dates or if amended, as of the dates of the amendments, the SEC Documents complied in all material respects with the requirements of the 1934 Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the statements made in any such SEC Documents is, or has been, required to be amended or updated under applicable law (except for such statements as have been amended or updated in subsequent filings prior to the date hereof). As of their respective dates or if amended, as of the dates of the amendments, the financial statements of the Company included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with United States generally accepted accounting principles, consistently applied, during the periods involved and fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). The Company is subject to the reporting requirements of the 1934 Act.
- g. **Absence of Certain Changes.** Since the filing of our quarterly report on form 10-Q on August 3, 2022, there have been 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.
- h. **Absence of Litigation.** Except as set forth in the SEC Documents, there is no action, suit, claim, 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 or any of its Subsidiaries, threatened against or affecting the Company or any of its Subsidiaries, or their officers or directors in their capacity as such, that could have a Material Adverse Effect. The Company and its Subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing.
- i. **No Integrated Offering.** 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 Buyer. 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.
- j. **No Investment Company.** The Company is not, and upon the issuance and sale of the Securities as contemplated by this Agreement will not be an "investment company" required to be registered under the Investment Company Act of 1940 (an "Investment Company"). The Company is not controlled by an Investment Company.

#### 4. **Covenants of the Company.**

- a. **Best Efforts.** The Company shall use its commercially reasonable efforts to satisfy timely each of the conditions described in Section 7 of this Agreement.
- b. **Registration Rights Agreement.** The Company concurrently with this Agreement shall enter into the Registration Rights Agreement with the Buyer in the form attached hereto as Exhibit "B" (the "Registration Rights Agreement").

- c. Form D; Blue Sky Laws. The Company agrees to timely make any filings required by federal and state laws as a result of the closing of the transactions contemplated by this Agreement.
  - d. Use of Proceeds. All Proceeds, net of legal and other transactional expenses received from the sale of the Shares, shall be used for general corporate and working capital purposes and acquisitions of assets, software development, businesses or operations, or for other purposes that our board of directors, in its good faith, deems to be in the Company's best interest.
  - e. Corporate Existence. So long as the Buyer beneficially owns any Series A Shares, the Company shall maintain its corporate existence and shall not sell all or substantially all of the Company's assets, except with the prior written consent of the Buyer.
  - f. Participation. During the period from the Closing until the date that is 18 months thereafter, Buyer shall have the right to participate with respect to (i) future equity or equity-linked securities, (ii) debt which is convertible into equity or (iii) debt which includes any equity component (the "Additional Securities") on the same terms and conditions as offered by the Company to the other purchasers of such Additional Securities. Each time the Company proposes to offer any Additional Securities, the Company shall make an offering of such Additional Securities to Buyer in accordance with the above.
  - g. Investor Rights. During the period from the Closing until the date that is 18 months thereafter, neither the Company nor its Subsidiaries shall enter into any additional, or modify any existing, agreements with any existing or future investors in the Company or any of its Subsidiaries that have the effect of establishing rights or otherwise benefiting such investor in a manner more favorable in any material respect to such investor than the rights and benefits established in favor of the Buyer by this Agreement, unless, in any such case, the Buyer has been provided with such rights and benefits by the Company.
  - i. Breach of Covenants. If the Company breaches any of the covenants set forth in this Section 4, and in addition to any other remedies available to the Buyer pursuant to this Agreement, it will be considered a breach of the Company's obligations under the Certificate of Designation.
  - j. Failure to Comply with the 1934 Act/Negative Designation Removal. So long as the Buyer beneficially owns any Series A Shares, the Company shall comply with the reporting requirements of the 1934 Act; the Company shall continue to be subject to the reporting requirements of the 1934 Act; and, if OTCMarkets.com designates the Company as "Caveat Emptor" or "Shell Risk" (collectively, "Negative Designation"), the Company shall immediately cause OTCMarkets.com to remove such designation (any Negative Designation shall in any case be removed from OTC Markets within five (5) days or such failure shall be considered an event of default under the Certificate of Designation and a breach of this Agreement.
  - k. Trading Activities. Neither the Buyer nor its affiliates has an open short position in the common stock of the Company and the Buyer agrees that it shall not, and that it will cause its affiliates not to, engage in any short sales of or hedging transactions with respect to the common stock of the Company.
  - l. The Buyer is Not a "Dealer". The Buyer and the Company hereby acknowledge and agree that solely with respect to the transactions contemplated by this agreement and services, if any, provided by the Buyer to the Company, the Buyer has not: (i) acted as an underwriter; (ii) acted as a market maker or specialist; (iii) acted as "de facto" market maker; (iv) conducted any other professional market activities such as providing investment advice, extending credit and lending securities in connection; or (v) engaged in the business of buying and selling securities of the Company; and thus that the Buyer is not a "Dealer" as such term is defined in the 1934 Act.
5. **Transfer Agent Instructions.** The Company shall issue irrevocable instructions to its transfer agent to issue certificates, registered in the name of the Buyer or its nominee, for the Conversion Shares in such amounts as specified from time to time by the Buyer to the Company upon conversion of the Series A Shares in accordance with the terms of the Certificate of Designation (the "Irrevocable Transfer Agent Instructions"). In the event that the Company proposes to replace its transfer agent, the Company shall provide, prior to the effective date of such replacement, a fully executed Irrevocable Transfer Agent Instructions in a form as initially delivered pursuant to this Agreement (including but not limited to the provision to irrevocably reserve shares of common stock in the Reserved Amount (as defined in the Certificate of Designation) signed by the successor transfer agent to Company and the Company. Prior to registration of the Conversion Shares under the 1933 Act or the date on which the Conversion Shares may be sold pursuant to an exemption from registration, all such certificates shall bear the restrictive legend specified in Section 2(j) of this Agreement. The Company warrants that: (i) no instruction other than the Irrevocable Transfer Agent Instructions referred to in this Section 5, will be given by the Company to its transfer agent and that the Securities shall otherwise be freely transferable on the books and records of the Company as and to the extent provided in this Agreement and the Certificate of Designation; (ii) it will not direct its transfer agent not to transfer or delay, impair, and/or hinder its transfer agent in transferring (or issuing)(electronically or in certificated form) any certificate for Conversion Shares to be issued to the Buyer upon conversion of or otherwise pursuant to the Certificate of Designation or this Agreement as and when required by thereby; and (iii) it will not fail to remove (or direct its transfer agent not to remove or impair, delay, and/or hinder its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any Conversion Shares issued to the Buyer upon conversion of the Series A Shares of or otherwise pursuant to the Certificate of Designation or this Agreement as and when required thereby. If the Buyer provides the Company and the Company's transfer, at the cost of the Buyer, with an opinion of counsel in form, substance and scope customary for opinions in comparable transactions, to the effect that a public sale or transfer of such Securities may be made without registration under the 1933 Act, the Company shall permit the transfer, and, in the case of the Conversion Shares, promptly instruct its transfer agent to issue one or more certificates, free from restrictive legend, in such name and in such denominations as specified by the Buyer. 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 transactions contemplated hereby. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this Section 5 may be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Section 5, that the Buyer shall be entitled, in addition to all other available remedies, to an injunction restraining any breach and requiring immediate transfer, without the necessity of showing economic loss and without any bond or other security being required.
6. **Conditions to the Company's Obligation to Sell.** The obligation of the Company hereunder to issue and sell the Series A Shares to the Buyer at the Closing is subject to the satisfaction, at or before the Closing Date of each of the following conditions thereto, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion:
- a. The Buyer shall have executed this Agreement and delivered the same to the Company.
  - b. Buyer shall have delivered the Purchase Price in accordance with Section 1 of this Agreement.
  - c. The representations and warranties of the Buyer shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date), and the Buyer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Buyer at or prior to the Closing Date.

- d. No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

7. **Conditions to The Buyer's Obligation to Purchase.** The obligation of the Buyer hereunder to purchase the Series A Shares at the Closing is subject to the satisfaction, at or before the Closing Date of each of the following conditions, provided that these conditions are for the Buyer's sole benefit and may be waived by the Buyer at any time in its sole discretion:

- a. The Buyer shall have executed this Agreement and delivered the same to the Company.
- b. The Company shall have delivered to the Buyer the Series A Shares by way of book entry as confirmed by the Company's transfer agent in accordance with Section 1(b) above.
- c. The Irrevocable Transfer Agent Instructions, in form and substance satisfactory to the Buyer, shall have been delivered to and acknowledged in writing by the Company's Transfer Agent.
- d. The representations and warranties of the Company shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at such time (except for representations and warranties that speak as of a specific date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company at or prior to the Closing Date. The Buyer shall have received a certificate or certificates, executed by the chief executive officer of the Company, dated as of the Closing Date, to the foregoing effect and as to such other matters as may be reasonably requested by the Buyer including, but not limited to certificates with respect to the Board of Directors' resolutions relating to the transactions contemplated hereby.
- e. No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.
- f. No event shall have occurred which could reasonably be expected to have a Material Adverse Effect on the Company including, but not limited, to a change in the 1934 Act reporting status of the Company or the failure of the Company to be timely in its 1934 Act reporting obligations.
- g. The Company's transfer agent shall be engaged to act as the transfer agent for the Series A Preferred Shares.
- h. The Certificate of Designation shall be properly authorized and filed with the Secretary of State of the State of Nevada and declared effective.

8. **Governing Law; Jurisdiction.** 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 Purchasers 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.

9. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement and the Registration Rights Agreement and the instruments referenced herein 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 Purchasers, which may be granted, conditioned, or withheld in Purchasers' 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 Purchasers and without regard for the identity of the party preparing the same. Company agrees to cooperate in good faith with Purchasers 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 Purchasers 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 Purchasers' rights or remedies provided herein or available at law or in equity, the term of this Agreement shall extend until all 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 Purchasers 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. If 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 Purchaser 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 Purchaser.
- e. This Agreement shall be binding upon the Company and its successors and assigns and shall inure to the benefit of the Purchasers and their successors and assigns. Each transferee of the Purchasers 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 Purchasers. The Company agrees to indemnify and hold harmless the Purchasers and all their officers, directors, employees and agents for loss or damage arising from 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. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.
- j. In consideration of the Purchasers' 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 Purchasers 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 Purchaser or holder of the Shares as an investor in the Company pursuant to the transactions contemplated by this Agreement.
- k. No failure or delay on the part of the Purchaser 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 Purchaser existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.
- l. 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.
- m. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.
- n. Remedies. Each party acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the other party by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, each party acknowledges that the remedy at law for a breach of its obligations under this Agreement will be inadequate and agrees, in the event of a breach or threatened breach by the other party of the provisions of this Agreement, that the non-breaching party 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 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
- o. Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, email, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first (1<sup>st</sup>) business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received); (b) on the second (2<sup>nd</sup>) business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur; or (c) if delivered by e-mail, upon acknowledgment of receipt by recipient. The addresses for such communications shall be

If to Company:

Thumzup Media Corporation  
 Attn: Robert Steele, CEO  
 [ADDRESS]  
 [EMAIL]  
 [PHONE]  
 [FAX]

With a copy to:

If to Buyer:

See address below

With a copy to:

Each party shall provide notice to the other party of any change in address.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the undersigned Buyer and the Company have caused this Agreement to be duly executed as of the date first above written.

<p>For Company:</p> <p><b>Thumzup Media Corporation, A Nevada corporation</b></p> <p>_____</p> <p>By: Robert Steele Its: CEO</p>	<p>For Buyer:</p> <p>By: _____</p> <p>Name: _____</p> <p>Address:</p>
--	---