

SECURITIES AND EXCHANGE COMMISSION

FORM 10-12G/A

Initial general form for registration of a class of securities pursuant to Section 12(g) [amend]

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FILER

GIVBUX, INC.

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

FORM 10/A
Amendment No. 5

GENERAL FORM FOR REGISTRATION OF SECURITIES
Pursuant to Section 12(b) or (g) of the Securities Exchange Act of 1934

GIVBUX, INC.

(Exact name of Registrant as specified in its charter)

Nevada

(State or other jurisdiction of
incorporation or organization)

84-1609495

(I.R.S. employer
identification number)

2751 W Coast Hwy, Suite 200
Newport Beach, California

(Address of principal executive offices)

92663

(Zip Code)

+1 844-448-2899

(Registrant's telephone number, including area code)

Securities to be registered pursuant to Section 12(b) of the Act:

None

Securities to be registered pursuant to Section 12(g) of the Act:

Common Shares, \$0.001 par value per share
Outstanding Shares 94,572,767

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," "smaller reporting company," and "emerging growth 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 13(a) of the Exchange Act. ☐

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GIVBUX, INC. INFORMATION REQUIRED IN REGISTRATION STATEMENT

EXPLANATORY NOTE

You should rely only on the information contained in this General Form for Registration of Securities on Form 10 (this “**Registration Statement**”) or to which we have referred you. We have not authorized anyone to provide you with information that is different. You should assume that the information contained in this Registration Statement is accurate as of the date of this Registration Statement only.

On the date of effectiveness of this Registration Statement we will become subject to the requirements of Regulation 13(a) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and will be required to file Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K, and will be required to comply with all other obligations of the Exchange Act applicable to issuers filing registration statements pursuant to Section 12(g) of the Exchange Act. The Company does not maintain any website.

As used in this Registration Statement, unless the context otherwise requires the terms “we,” “us,” “our,” and the “Company” refer to GIVBUX, Inc., a Nevada corporation, and its subsidiaries.

Please see “Risk Factors” beginning on page 11 of this Registration Statement for additional information

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Information (other than historical facts) set forth in this Registration Statement contains forward-looking statements within the meaning of the Federal Securities Laws, which involve a number of risks and uncertainties that could cause our actual results to differ materially from those reflected in the forward-looking statements. Forward-looking statements generally can be identified by use of the words “expect,” “should,” “intend,” “anticipate,” “will,” “project,” “may,” “might,” potential” or “continue” and other similar terms or variations of them or similar terminology. Such forward-looking statements are included under Item 1. “Business” and Item 2. “Financial Information - Management’s Discussion and Analysis of Financial Condition and Results of Operations”. We caution readers that any

forward-looking information is not a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking information. Such statements reflect the current views of our management with respect to our operations, results of operations and future financial performance. Forward-looking statements involve a number of risks, uncertainties or other factors beyond our control. Among the more significant risks are: [pick some of the top risk factors and paste here]

- We have a limited operating history in an evolving industry, which makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.
- If we fail to manage our growth effectively, we may be unable to execute our business plan, maintain high levels of service and customer satisfaction, or adequately address competitive challenges.

We caution you that the foregoing list of important factors is not exclusive. The forward-looking statements are based on our beliefs, assumptions and expectations of future performance, taking into account the information currently available to us. These statements are only predictions based upon our current expectations and projections about future events. There are important factors that could cause our actual results, level of activity, performance or achievements to differ materially from the results, level of activity, performance or achievements expressed or implied by the forward-looking statements. Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time and it is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. Before investing in our common stock, investors should be aware that the occurrence of the events described under the caption “Risk Factors” and elsewhere in this Registration Statement could have a material adverse effect on our business, results of operations and financial condition.

You should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance and events and circumstances reflected in the forward-looking statements will be achieved or occur. Except as required by law, we undertake no obligation to publicly update any forward-looking statements for any reason after the date of this Registration Statement to conform these statements to actual results or to changes in our expectations.

Item 1. Business

General Background of the Company

GIVBUX, Inc. (“we”, “us”, “our” or the “Company”) was originally incorporated in Colorado on September 28, 2001, under the name Rub-A-Dub Soap, Inc. From inception in 2001 until February 21, 2006, we were an online retailer of handmade, natural, vegetable-based soaps and gift baskets in the development stage, and we had generated only minimal revenues and a substantial net loss from sales of soaps and gift baskets.

On March 6, 2006, the stockholders approved the re-incorporation of the Company in Nevada and in connection therewith a one-for-ten reverse split of the common stock, both of which became effective on April 17, 2006. All share numbers contained herein are expressed in post-reverse-split amounts. The Company then embarked on a business plan involving automotive tire production and distribution through a network of Chinese subsidiaries under the name Sentiada Tire Company, Ltd.

On or about August 13, 2009 the Company filed on Form 15-12g ceasing to become a reporting issuer to the Securities and Exchange Commission under Rule 12g-4(a)(1) of the Securities and Exchange Act of 1934 as amended. At some point thereafter the Company was abandoned and in 2017 a custodian was appointed by the Eighth District Court for the State of Nevada.

Between 2017 and 2020 the Company sought to merge with several businesses unsuccessfully, however in March 2020 an agreement in principle was reached with GivBux, Inc. of Nevada to merge into the Company. This agreement was finalized in July 2020.

The Company then applied to change its name to GivBux, Inc. which was deemed effective by FINRA on or about January 15, 2021 along with a one-for-twenty reverse of the common stock.

The Company, through its wholly owned subsidiary, GivBux Global Partners, Inc., is engaged in the Fin-Tech mobile wallet sector, specifically a Super App that will change the way the world makes purchases while making charitable contributions. The

“GivBux Super App” includes a point-of-sale payment system by means of a consumer’s Mobile Wallet. The Company uses smart phone technology to bridge consumers and merchants together without the need to use traditional plastic Visa/Mastercard or paper cash.

The GivBux Super App has been designed to store, send, receive rewards, communicate with friends via chat/voice/video, create business opportunities for each giver, utilize social media, leverage blockchain technologies to enhance customer experiences using AR (augmented reality), protect giver accounts using cloud biometrics, donate to charity and make real-time purchases at top retail brands, s and other venues globally. The brands benefit because they are empowered with a data-rich marketing tool to reach and retain consumers through their mobile phones.

The GivBux App tracks all of the users activities of purchases, Black Card purchases, Gas Card Purchases, Rewards earned, Invitations sent, Purchases of GivBux, Historical transfers to other users of GivBux, Historical transactions of GivBux received, donations sent on a user’s behalf as well as account balances.

The GivBux Super App is the principal product of the company and it features the ability for users to purchase products from authorized retail merchants using the GivBux payment portal. The users will receive GivBux rewards for every purchased made as long as a charity of the users choice is designated to receive a portion of the rewards.

The GivBux Super App includes several features such as allowing members to communicate between themselves using the chat or call features. As well the Super App keeps track of the activities of the usage of the App such as purchases, Black Card activity, Gas Card activity, Rewards, Earned, GivBux purchased/received, GivBux donation rewards as well as donations sent, GivBux history and transfer history.

There are also some instructional videos on how to use the App. All of the above exists and improvements are constantly being made to the App. A newer version of the Super App is scheduled for release early January 2025 The company has 258 retailers who accept GivBux payments with the majority of them being National Brands. There is currently a greater focus on recruiting more local merchants which will increase the selections of services and goods for our users and decrease our dependency on National Brands

- x name is trademarked

Governmental Approval is not required for operations in the US nor Mexico

GivBux Inx as a Fintech company in the U.S. must navigate a complex landscape of regulations that can vary by state and federal levels. Here are some key regulations and areas of compliance they typically need to consider:

- 1.
2. Consumer Protection Laws: Companies must adhere to laws like the Truth in Lending Act (TILA), Fair Credit Reporting Act (FCRA), and the Consumer Financial Protection Bureau (CFPB) regulations to protect consumer rights.
3. Anti-Money Laundering (AML): Compliance with the Bank Secrecy Act (BSA) and regulations from the Financial Crimes Enforcement Network (FinCEN) to prevent money laundering and terrorist financing is essential. GivBux currently has set limits of \$ 1000 per day that a user can transfer to their account and has internal controls to monitor user activity.
4. Securities Regulations: GivBux must comply with regulations from the Securities and Exchange Commission (SEC) and possibly state securities regulators. This involves financial audits, proper reporting and filings as required by the SEC and OTC markets
5. Payment Regulations: GivBux must adhere to the Electronic Fund Transfer Act (EFTA) and the Payment Card Industry Data Security Standard (PCI DSS) for secure transactions. Transfer limits are applies of \$1000 per day and abnormal online activities are monitored on a continual basis for unusual transactions in order to prevent fraud
6. Data Privacy and Security: Compliance with laws like the Gramm-Leach-Bliley Act (GLBA) and state-specific privacy laws (like the California Consumer Privacy Act) is crucial for protecting customer data. GivBux does not sell or divulge personal information of its users to third parties
- 7.
8. State Regulations: Each state may have its own set of regulations that GivBux must comply with, including state-specific lending laws and licensing requirements.

9. Tax Compliance: GivBux must also navigate federal and state tax regulations, including IRS requirements for reporting transactions.

As of December 31, 2024, our records show

	December 31, 2024
Users-	11,202
Merchants-	258
Charities-	140
GivBux Associates-	1233

Our activities are concentrated in the United States for the moment

GivBux has had over 20,000 downloads of its SuperApp. We are defining a user as someone who uses the App's functions. Our software allows us to monitor a users activity.

These numbers are current and active members according to our records

During our last fiscal year ending December 31, 2023 GivBux generated \$ 4366.97 of transactions through its users. In 2024 for the first 9 months ending 9/30/24 there were revenues of \$ 312,532 generated by the users of the GivBux Super App. With the vast majority of the revenues occurring during the 3 Quarter of 6/30/24-9/30/24.

There are no written agreements between users, GivBux Associates, Charities nor retailers. Processes are put in place to ensure that Users get their rewards, retailers are paid on a timely basis and charities receive their rewards on a monthly basis.

Users- The company has been doing Beta Testing on its App in order to prove the functionality of its application as we prepare for a full rollout. The total system is being tested by the sales associate team in order to work out any bugs. This includes the registration of new associates, transferring of funds from users bank accounts to the GivBux app, payment and calculation of commissions along with improvements to the onboarding of independent retailers.

The processes have been proven and used successfully in a live environment on a daily basis. There are currently a small number of users at present, we anticipate this number will rapidly increase rapidly as there is an active campaign to recruit new influencers. As we stated, users can earn rewards and donate a portion of these rewards to a charity of their choice. A system of network marketing has been put in place which will allow users to benefit from recruiting new members to download and use the App. A second category of users will be individuals who are interested in becoming a GivBux associate which allows them to recruit independent retail merchants and receive a portion of the revenue that these merchants generate. There is a subscription fee required in order to qualify as an associate.

GivBux receives marketing fees from participating merchants and shares these revenues with the users. Approximately 70% of these fees are returned to GivBux users and Affiliates. The company retains 30% to cover its expenses. GivBux Associates also receive the same commission levels on the subscription fees of 149.95\$ and monthly fees of \$29.95

GivBux users and Associates receive GivBux rewards with which they can purchase goods and services from our retail partners and they also have the option of receiving their rewards in cash and these benefits are currently active

Users create passive income when users in their downline purchase goods or services using the GivBux App. Please see the chart below under GivBux Compensation Plan

Merchants- There are 2 types of merchant accounts, National and Independent. All National accounts are recruited and brought on board by GivBux Corporate. Independent retailers are recruited and signed by qualified GivBux associates. All retail merchants pay GivBux a marketing fee based upon the spend of the GivBux users. A portion of this fee is returned to the GivBux Associates GivBux Associates and the remainder goes to the company. The merchants benefit from new Users, no additional processing fees or chargebacks and if the merchant gets Users to download and use the GivBux Super App, they too can earn passive income from the user's purchases.

Charities- The fundamental concept of GivBux is giving. Users must allocate a portion of their GivBux rewards to a charity that is registered with GivBux. Should their preferred charity not be registered, the charity may register with GivBux should they desire. The

percentage of GivBux rewards that a charity may receive from a user can range from 1-100% and it is the user's discretion. The charity GivBux rewards received by a charity are a dollar percentage of the user's rewards. GivBux offers a variety of charities to choose from and there is a registration process in place for any additional registered charities that want to join our organization. The charities receive their donations in cash from the company. Should the charity decide to enroll GivBux users then they could also receive GivBux rewards like any user.

GivBux Associates- Associates are individuals who decide to become involved in building GivBux network of users, merchants and other associates. An associate pays a signup fee \$ 149.95 along with a monthly subscription fee of \$ 29.95 which can be paid for using their GivBux rewards. In return the associates will receive training on the GivBux Super App as well as a replicated website to which they can send interested parties. They will also recruit local merchants to accept GivBux as well as offer advertising opportunities to these merchants. The associates will receive commissions based upon the sales revenue generated by the merchants 70% of the revenue generated by the subscription revenue is paid to the associates up to a maximum of 7 levels.

The GivBux associates are currently receiving their commissions on the subscription revenue as well as their GivBux rewards as a regular user

As of 9/30/24, GivBux Associates were paid \$ 14,328 in commissions. This was the first time that the company had associates earning commissions.

Transaction flow

- 1-User transfers money to their GivBux Wallet
- 2-User makes a purchase at a retailer and pays with GivBux, receives goods or services
- 3-Transaction is recorded by third party processor, daily transactions are tabulated and monies withdrawn from GivBux account next day. Retailer is paid within 2 days of transaction
- 4- GivBux software calculates rewards based upon the transaction and distributes to users.
- 5-GivBux software also calculates contributions to charities, records and the amounts are sent manually to charity on a monthly basis

GivBux Compensation Plan

1 GIVBUX APP REWARDS

Rewards are granted in real time as transactions are completed. All App users receive personal rewards and three levels (D1, D2, D3) of override rewards. Only Qualified ranks of Affiliate or higher may receive Rewards from levels D4 thru D7 - levels D4 & D5 require \$250 of personally transacted volume per month, and levels D6 & D7 require \$500.

	FREE App Users	Qualified Affiliates & higher
D0 Personal Transactions	Up to 2%	Up to 2%
D1 Friends & Family	Up to 0.5%	Up to 0.5%
D2	Up to 0.5%	Up to 0.5%
D3	Up to 1%	Up to 1%
D4 Team Incentives		Up to 0.25%
D5		Up to 0.25%
D6		Up to 0.25%
D7		Up to 0.25%

2 CUSTOMER ACQUISITION & MONTHLY QUALIFICATION BONUSES WITH DYNAMIC ROLL-UP COMPRESSION

Change description to "Payable for each qualified Affiliate or higher. Unpaid levels in D3 thru D7 will dynamically compress and roll-up to the next rank qualified Director or higher.

	ACQUISITION BONUS	MONTHLY QUALIFICATION BONUS
D1 Personal Enrollments	\$25	\$2
TEAM INCENTIVES		
D2 Affiliate & Up	\$20	\$2
D3 Director & Up	\$15	\$1.50
D4 Area Director & Up	\$10	\$1.50
D5 Regional Director & Up	\$10	\$1
D6 Senior Director & Up	\$10	\$1
D7 Vice President & Up	\$10	\$1

3 LEADERSHIP INFINITY BONUS WITH CHECK MATCH

Paid per Qualified Affiliate or higher in addition to the Monthly Qualification Bonuses & Incentives to unlimited depth, or until a Director of equal or higher rank is reached, in which case Infinity Bonus is replaced by 2 generations of a 50% check match of the downline Director.

REGIONAL DIRECTOR (RD)	\$0.50	50% CHECK MATCH 2 GENERATIONS AT EACH LEVEL
SENIOR DIRECTOR (SD)	\$1.00	
VICE PRES. DIRECTOR (VPD)	\$1.50	
PRESIDENTIAL DIRECTOR (PD)	\$2.00	

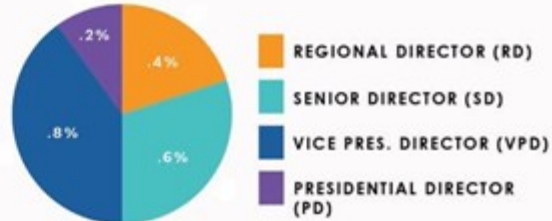
The information contained in this document is for educational and illustrative purposes and is not a guarantee of income. Please see the full GivBux Global Compensation Guide for more information and details.



COMPENSATION AT A GLANCE

4 GLOBAL BONUS POOLS

Pools are funded with 2% of Total Global GivBux App Transaction Volume from all designated "Local Merchants" in all markets. Pool participants receive a share of their Rank Qualified pool plus any lower rank pools. Pays quarterly.



5 GIVBUX ENROLLMENT REQUIREMENTS

FREE

Customer Enrollment is FREE, and there are no ongoing commitments to maintain an open Customer account.

\$149.95

Affiliate Enrollment is \$149.95, and there is an ongoing Technology Fee of \$29.95 to maintain an open Affiliate account.

\$25

For a Customer or Affiliate account to be considered active, account holder must transact a minimum of \$25 in purchases through the app and then initiate at least one transaction per month.

6 GIVBUX RANK QUALIFICATIONS

PTV = Personal Transaction Volume plus that of all D1 Customers.

GTV = Group Total Transaction Volume to unlimited depth

No more that 50% of rank volume may come from a single leg.

	PTV	Active D1 Customers	D1 Ranks	GTV
Affiliate				
Manager	\$250	5	4 Affiliates	
Director	\$250	10	4 Associates	
Area Director	\$500	15	4 Directors	
Regional Director	\$500	15	4 Directors	\$300,000
Senior Director	\$500	15	4 Directors	\$750,000
Vice President	\$500	15	4 Directors	\$2,000,000
President	\$500	15	4 Directors	\$5,000,000

GivBux Example of 7 level of Commissions. In this example GivBux receives a \$7 commission from the retailer of which the company retains \$2 and returns \$ 5 to Users

Restaurant Example (Red Robin, Mo)

John Smith (D0) spends \$100 per month

Levels	Givers		Amount Per Person
D0	1	X	2.00
D1	10	X	.50
D2	100	X	.50
D3	1,000	X	1.00
D4	10,000	X	.25
D5	100,000	X	.25
D6	1,000,000	X	.25
D7	10,000,000	X	.25



Let's Get

With GivBux, the recipient can use the rewards instantly by paying with their mobile phone at over hundreds of national merchants which allows access to currently 258258 retailers who accept GivBux. The majority of the retailers are National Brands (95%) and Amazon alone has over 1 million active sellers online. National Brands are defined as retailers who have a larger footprint across the country versus a more local, regional merchant. All National accounts are recruited by a third party payment processor who has direct relationship with the retailer and all GivBux transactions with these retailers will processed by the third party. The best part of all, is that Givbux rewards all users for using the app every time they make a purchase and every time their friends, friends of friends and network friends make purchases using the GivBux Super App. These rewards can be redeemed for cash to pay at participating retail stores, s, cinemas, entertainment venues and more. Moreover, GivBux allows users to contribute to a charity or worthy cause who has been registered as a charity with GivBux. To encourage giving and recommendations, a trending “Top 10 List” of all charities will be generated and displayed in the Super App based on the ongoing contributions, recommendations by GivBux givers, corporate selected and/or by specific arrangements between corporate and charities. GivBux’s ultimate goal is to build the largest community of charitable givers worldwide

Business Objectives of the Company

Management has determined to direct its efforts and limited resources on the development of the GivBux Super App and to pursue potential new business and/or acquisition opportunities.

The GivBux Super App revolutionizes shopping by offering a user-friendly tool to make purchases swiftly and easily at over 100 national retailers, along with an expanding roster of local merchants. Users earn cash back on every purchase, a portion of which can be directed towards a charity of their choice, embodying GivBux Inc.’s commitment to “give back.”.

The GivBux Super App is free to use and available now at Google Play Store (Android) and the Apple App Store (IOS). The GivBux Super App is constantly evolving and adding new enhancements and functionalities, including social networking, e-commerce,

banking, messaging, food delivery and transportation. GivBux is forging a new path in ecommerce and charitable giving and aspires to build the largest community of givers, first in the United States and eventually worldwide. The company maintains a website where Users & Merchants can obtain more details and regular updates. The address is givbux.com

Management intends to devote such time as it deems necessary to carry out our affairs. The exact length of time required for the pursuit of any new potential business opportunities is uncertain. No assurance can be made that we will be successful in our efforts. We cannot project the amount of time that management will devote to the Company's plan of operation.

Prospective investors in the Company's common stock will not have an opportunity to evaluate the specific merits or risks of any of the business objectives of the Company. In order to achieve these objectives, the Company may need to raise substantial additional capital by means of being a publicly-traded company, while avoiding what it may deem to be adverse consequences of undertaking a public offering itself. These include time delays, significant expense, voting control issues and compliance with various federal and state securities laws.

The Company intends to conduct its activities to avoid being classified as an "Investment Company" under the Investment Company Act of 1940, as amended (the "Investment Company Act"), and therefore avoid application of the costly and restrictive registration and other provisions of the Investment Company Act and the regulations promulgated thereunder.

The Company voluntarily filed this Registration Statement on Form 10 to make information concerning itself more readily available to the public and to become eligible for listing on the OTCQB market sponsored by OTC Markets Group Inc. Management believes that being a reporting company under the Exchange Act will enhance the Company's efforts to grow its business and raise additional capital.

As a result of the Company's registration with the SEC, the Company will be obligated to file interim and periodic reports including an annual report with audited financial statements. This obligation will substantially increase the expenses incurred by the Company.

The Company's common stock is subject to quotation on the OTC Markets Group Inc. Pink Market ("OTC Pink") under the symbol GBUX. There is currently only a limited trading market in the Company's common stock. There can be no assurance that there will be an active trading market for our common stock following the effective date of this Registration Statement under the Exchange Act. If an active trading market commences, there can be no assurance as to the market price of our common stock, whether the trading market will provide liquidity to investors, or whether any trading market will be sustained.

General Overview

Competition

The overall market for Fin-Tech Super Apps, specifically a point-of-sale payment system by means of a consumer's Mobile Wallet, is rapidly evolving and subject to changing technology, shifting customer needs, and frequent introductions of new applications. Our competitors vary in size and in the breadth and scope of the products and services they offer. In addition, there are a number of companies that are not currently direct competitors but that could in the future shift their focus to the Mobile Wallet sector and offer competing products and services, which could compete directly in our entire customer community or in a certain segment within the Fin-tech mobile Wallet sector. There is also a risk that certain of our current Merchants and business partners could terminate their relationships with us and use the insights they have gained from partnering with us to introduce their own competing products.

Our current and future competitors may enjoy competitive advantages, such as greater name recognition, longer operating histories, greater category share in certain markets, market-specific knowledge, established relationships with larger existing user bases in certain markets, more successful marketing capabilities, more integrated products and/or platforms, and substantially greater financial, technical, sales, and marketing, and other resources than we have. Additionally, some potential Merchants, particularly large organizations, have elected, and may in the future elect, to develop their own business management and point of sale software and platforms. Certain of our competitors have partnered with, or have acquired or been acquired by, and may in the future partner with or acquire, or be acquired

by, other competitors, thereby leveraging their collective competitive positions and making it more difficult to compete with them. We believe that there are significant opportunities to further increase our revenue by expanding internationally. As we expand our business by selling subscriptions to our platform in international markets, we will also face competition from local incumbents in these markets.

Additionally, many of our competitors are well capitalized and offer discounted services, lower customer processing rates and fees, customer discounts and promotions, innovative platforms and offerings, and alternative pay models, any of which may be more attractive than those that we offer. Such competitive pressures may lead us to maintain or lower our processing rates and fees or maintain or increase our incentives, discounts, and promotions in order to remain competitive, particularly in markets where we do not have a leading position. Such efforts have negatively affected, and may continue to negatively affect, our financial performance, and there is no guarantee that such efforts will be successful. Further, the markets in which we compete have attracted significant investments from a wide range of funding sources, and we anticipate that many of our competitors will continue to be highly capitalized. These investments, along with the other competitive advantages discussed above, may allow our competitors to continue to lower their prices and fees, or increase the incentives, discounts, and promotions they offer and thereby compete more effectively against us.

Some of our competitors offer specific point solutions addressing particular needs in the Fin-Tech industry, including subscriptions to software products without the requirement to use related payment processing services. While we believe that our integrated software and payments platform offers significant advantages over such point solutions, Users who have specific needs that are addressed by these point solutions, and Users who do not want to change from an existing payment processing relationship to use our payment processing services, may believe that products and services offered by competitors better address their needs.

Additionally, our competitors may be able to respond more quickly and effectively than us to new or changing opportunities, technologies, standards, or customer requirements. With the introduction of new technologies and new market entrants, we expect competition to intensify in the future. For example, our competitors may adopt certain of our platform features or may adopt innovations that Users value more highly than ours, which would render our platform less attractive and reduce our ability to differentiate our platform. Pricing pressures and increased competition generally could result in reduced sales, reduced margins, increased churn, reduced customer retention, losses, or the failure of our platform to achieve or maintain more widespread market acceptance. For all of these reasons, we may fail to compete successfully against our current and future competitors. If we fail to compete successfully, our business will be harmed.

Employees

As of June 30, 2024, we have 4 full-time employees in the United States and fourteen (14) full time staff residing outside of the United States. None of our employees are covered by a collective bargaining agreement. The need for employees and their availability will be addressed in connection with the decision whether or not to acquire or participate in specific business opportunities.

Conflicts of Interest

The Company's management is not required to commit its full time to the Company's affairs. As a result, pursuing new business opportunities may require a longer period of time than if management would devote full time to the Company's affairs. Management is not precluded from serving as an officer or director of any other entity that is engaged in business activities similar to those of the Company. Management has not identified and is not currently negotiating a new business opportunity for us. In the future, management may become associated or affiliated with entities engaged in business activities similar to those we intend to conduct. In such event, management may have conflicts of interest in determining to which entity a particular business opportunity should be presented. In the event that management has multiple business affiliations, management may have legal obligations to present certain business opportunities to multiple entities. If a conflict of interest shall arise, management will consider factors such as reporting status, availability of audited financial statements, current capitalization, and the laws of jurisdictions. If several business opportunities or operating entities approach management with respect to a business combination, management will consider the foregoing factors as well as the preferences of the management of the operating company. However, management will act in what we believe will be in the best interests of the shareholders of the Company. The Company shall not enter into a transaction with a target business that is affiliated with management.

Certain Regulatory Matters

The Company is an "emerging growth company," as defined in Section 2(a) of the Securities Act of 1933, as amended (the "Securities Act"), as modified by the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). As such, the Company is eligible to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not

emerging growth companies including, but not limited to, not being required to comply with the independent registered public accounting firm attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. If some investors find our securities less attractive as a result, there may be a less active trading market for our securities and the prices of our securities may be more volatile.

In addition, Section 107 of the JOBS Act also provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. In other words, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We intend to take advantage of the benefits of this extended transition period.

The Company will remain an emerging growth company until the earlier of (1) the last day of the fiscal year (a) following the fifth anniversary of the Company’s first public offering of its securities, (b) in which the Company has total annual gross revenue of at least \$1.235 billion, or (c) in which the Company is deemed to be a large accelerated filer, which means the market value of the Company’s common stock that is held by non-affiliates exceeds \$700 million as of the prior June 30, and (2) the date on which the Company has issued more than \$1.0 billion in non-convertible debt securities during the prior three-year period. References herein to emerging growth company will have the meaning associated with it in the JOBS Act.

Additionally, the Company is a “smaller reporting company” as defined in Rule 10(f)(1) of Regulation S-K. Smaller reporting companies may take advantage of certain reduced disclosure obligations, including, among other things, providing only two years of audited financial statements. The Company will remain a smaller reporting company until the last day of the fiscal year in which (1) the market value of the Company’s common stock held by non-affiliates exceeds \$250 million as of the end of the prior June 30th, or (2) the Company’s annual revenues exceeded \$100 million during such completed fiscal year and the market value of the Company’s common stock held by non-affiliates exceeds \$700 million as of the prior June 30th.

Item 1A: Risk Factors

RISK FACTORS

The statements contained in this Form 10 that are not historic facts are forward-looking statements that are subject to risks and uncertainties that could cause actual results to differ materially from those set forth in or implied by forward-looking statements. If any of the following risks actually occurs, our business, financial condition, results of operations or prospects could be harmed.

Risks Related to Our Business and Business Development

If we fail to manage our growth effectively, we may be unable to execute our business plan, maintain high levels of service and customer satisfaction, or adequately address competitive challenges.

GivBux in the last quarter ending 9/30/24 under Beta testing, increased its transactional revenue to \$ 204,969 of which \$ 55,931 was subscription revenue. This is a 99% increase over the previous quarter so it is reasonable for the company to expect growth in the near future. This will likely strain our operational capacity. Further, we anticipate that our operations could continue to rapidly expand, straining employees and other service providers, negatively impacting our business. To manage our current and anticipated future growth effectively, we must continue to maintain and enhance our finance and accounting systems and controls, as well as our information technology, or IT, and security infrastructure. For example, we expect we will need to invest in and seek to enhance our IT systems and capabilities, including with respect to internal information sharing and interconnectivity between various systems within our infrastructure.

We are currently in a recruiting phase of GivBux associates who will increase the number of users, associates and retailers which will increase the usage of the GivBux App. However there is always the risk that this will not result in increased revenues for the company should the users not actually purchase products/services at retailers.

Our relationships with the GivBux Associates involves the creation of a sales network which will educate, promote and recruit users on the benefits of the GivBux App. Weekly training sessions are available to all users, associates and interested parties which creates momentum, thus increased usage and sales of the App.

As of 6/30/2024, we reported \$ 25,000 of total revenue for the quarter of which \$1951 was attributed to our platform. For the quarter ending 9/30/24 we have reported \$ 257,920 of revenue, expenses of \$ 250,520 and net losses of \$ 224,406 versus Revenues of \$ 65,470, expenses of \$355,676 and net losses of \$ 319,457 for the same period ending 9/30/23.

Users: 10253 across the United States

Number of subscriptions for Associates: 1062

For the moment there are no assets acquisitions nor revolving credit. As far as business combinations are concerned, there are no combinations with 3rd party businesses. GivBux Inc. does own a wholly owned subsidiary, GivBux Global Partners who look after the marketing and recruitment of GivBux Associates

We must also attract, train, and retain a significant number of qualified sales and marketing personnel, client support personnel, professional services personnel, software engineers, technical personnel, and management personnel, without undermining our corporate culture of rapid innovation, teamwork, and attention to customer success that has been central to our growth.

Failure to effectively manage our growth could also lead us to over-invest or under-invest in development and operations, result in weaknesses in our infrastructure, systems, or controls, give rise to operational mistakes, financial losses, loss of productivity or business opportunities, and result in loss of employees and reduced productivity of remaining employees. To support our growth, we expect to make significant sales and marketing expenditures to increase sales of our platform and increase awareness of our brand and significant research and development expenses to increase the functionality of our platform and to introduce additional related products and services. A significant portion of our investments in our sales and marketing and research and development activities will precede the benefits from such investments, and we cannot be sure that we will receive an adequate return on our investments. If our management is unable to effectively manage our growth, our expenses may increase more than expected, our revenue may not increase or may grow more slowly than expected, and we may be unable to implement our business strategy.

If we do not attract new Users, retain existing Users, and increase our Users' use of our platform, our business will suffer.

We derive, and expect to continue to derive, a majority of our revenue and cash inflows from our GivBux Super App platform, which encompasses software, financial technology, and interactive functions. As such, our ability to attract new Users, retain existing Users, and increase use of the platform by existing Users is critical to our success.

Our future revenue will depend in large part on our success in attracting additional Users to our platform. Our ability to attract additional Users will depend on a number of factors, including the effectiveness of our sales team, the success of our marketing efforts, our levels of investment in expanding our sales and marketing teams, referrals by existing Users, and the availability of competitive technology platforms. We may not experience the same levels of success with respect to our customer acquisition strategies as seen in prior periods, and if the costs associated with acquiring new Users materially rises in the future, our expenses may rise significantly.

In addition, while a majority of our current customer base consists of small- and medium-sized businesses, or SMBs, we intend to pursue continued customer growth within the enterprise and mid-market segments of the market, as well as among smaller businesses. Each of those segments of the overall market poses different sales and marketing challenges, and has different requirements, and we cannot be sure that we will achieve the same success in those market segments as we have achieved to date in sales to SMBs.

In addition to attracting new Users and retaining existing Users, we seek to expand usage of our platform by broadening adoption by our Users of the various products included within our platform. Although in recent periods new Users have increasingly adopted our full suite of products, we cannot be certain that new Users will continue to adopt our full suite of products at existing rates or that we will be successful in increasing adoption of additional products by our existing Users. Further, while many of our Users deploy our platform to all of their locations, some of our Users initially deploy our platform to a subset of locations. For those Users, we seek to expand use of our platform to additional locations over time. Our ability to increase adoption of our products by our Users and to increase penetration of our existing Users' locations will depend on a number of factors, including our Users' satisfaction with our platform, competition, pricing, and our ability to demonstrate the value proposition of our products.

The costs associated with renewals and generating sales of additional products to existing Users are substantially lower than our costs associated with entering into subscriptions with new Users. Accordingly, our business model relies to a significant extent on our

ability to renew subscriptions and sell additional products to existing Users, and, if we are unable to retain revenue from existing Users or to increase revenue from existing Users, our operating results would be adversely impacted even if such lost revenue were offset by an increase in revenue from new Users.

We may not be able to sustain revenue growth in future periods.

We have grown moderately since 2022 and our recent revenue growth rate and financial performance should not be considered indicative of our future performance. In the years ended December 31, 2023 and 2022, our revenue was \$ 196,000 and \$ 162,000, respectively, representing a 20.9% growth rate. You should not rely on our revenue or key business metrics for any previous quarterly or annual period as indicative of our revenue, revenue growth, key business metrics, or key business metrics growth in future periods. In particular, our revenue growth rate has fluctuated in prior periods. We expect our revenue growth rate to fluctuate over the short and long term. We may experience declines in our revenue growth rate as a result of a number of factors, including slowing demand for our platform, insufficient growth in the number of Users and their guests that utilize our platform, increasing competition, changing customer and guest behaviors, a decrease in the growth of our overall market, our failure to continue to capitalize on growth opportunities, the impact of regulatory requirements, and the maturation of our business, among others. In addition, SMBs comprise the majority of our customer base. If the demand for Fin-Tech mobile wallet platforms by SMBs does not continue to grow, or if we are unable to maintain our category share with SMBs, our revenue and other growth rates could be adversely affected.

We have a limited operating history in an evolving industry, which makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.

We launched our operations in 2020, have grown significantly in recent periods, and have a limited operating history, particularly at our current scale. In addition, we operate in an evolving industry and have frequently expanded our platform features and services. This limited operating history and our evolving business make it difficult to evaluate our future prospects and the risks and challenges we may encounter. These risks and challenges include, but are not limited to, our ability to:

- accurately forecast our revenue and plan our operating expenses;
- increase the number of and retain existing Users using our platform;
- successfully compete with current and future competitors;
- successfully expand our business in existing markets and enter new markets and geographies;
- anticipate and respond to macroeconomic changes and changes in the markets in which we operate;
- maintain and enhance the value of our reputation and brand;
- comply with regulatory requirements in highly regulated markets;
- adapt to rapidly evolving trends in the ways Users and their guests interact with technology;
- avoid interruptions or disruptions in our service;

develop a scalable, high-performance technology infrastructure that can efficiently and reliably handle significant surges of usage by our Users as compared to historic levels and increased usage generally, as well as the deployment of new features and services;

- maintain and effectively manage our internal infrastructure systems, such as information strategy and sharing and interconnectivity between systems;
- hire, integrate, and retain talented technology, sales, customer service, and other personnel;
- effectively manage rapid growth in our personnel and operations; and

- effectively manage our costs.

Further, because we have limited historical financial data relevant to our current scale and operations and operate in a rapidly evolving market, any predictions about our future revenue and expenses may not be as accurate as they would be if we had a longer operating history or operated in a more predictable market. We have encountered in the past, and will encounter in the future, risks and uncertainties frequently experienced by growing companies with limited operating histories in rapidly changing industries. If our assumptions regarding these risks and uncertainties, which we use to plan and operate our business, are incorrect or change, or if we do not address these risks successfully, our results of operations could differ materially from our expectations and our business, financial condition, and results of operations could be adversely affected

Our platform includes our payment services, and our ability to attract new Merchants and retain existing Merchants depends in part on our ability to offer payment processing services with the desired functionality at an attractive price.

We offer point of sale payment services. While we believe that offering a complete end-to-end platform that includes payment processing functionality along with all the other functionality of our platform offers our Merchants significant advantages over separate point of sale solutions, some potential or existing Merchants may not desire to use our payment processing services or to switch from their existing payment processing vendors. Some of our potential Merchants for our platform may not be willing to switch payment processing vendors for a variety of reasons, such as transition costs, business disruption, and loss of accustomed functionality. There can be no assurance that our efforts to overcome these factors will be successful, and this resistance may adversely affect our growth.

The attractiveness of our payment services also depends on our ability to integrate emerging payment technologies, including cryptocurrencies, other emerging or alternative payment methods, and credit card systems that we or our processing partners may not adequately support or for which we or they do not provide adequate processing rates. In the event such methods become popular among consumers, any failure to timely integrate emerging payment methods (e.g. ApplePay or Bitcoin) into our software, anticipate consumer behavior changes, or contract with processing partners that support such emerging payment technologies could reduce the attractiveness of our payment processing services and of our platform, and adversely affect our operating results.

Our operating results depend in significant part on our payment processing services, and the revenue and gross profit we derive from our payment processing activity in a particular period can vary due to a variety of factors.

Even if we succeed in increasing subscriptions to our platform and retaining subscription Users, the revenue we derive from payment processing services may vary from period to period depending on a variety of factors, many of which are beyond our control and difficult to predict. Our revenue from payment processing services is generally calculated as a percentage of payment volume and, accordingly, varies depending on the total dollar amount processed through the GivBux platform across all of our participating merchants locations in a particular period. This amount may vary, depending on, among other things, the success of our Users locations, the proportion of our Merchants' payment volumes processed through our platform, ticket size, consumer spending levels in general, and overall economic conditions. In addition, the revenue and gross profit derived from our Super App varies depending on the particular type of activity that takes place on our platform.

A majority of our Merchantss are SMBs and Individuals using our Super App, which can be more difficult and costly to retain than enterprise Merchants, and may increase the impact of economic fluctuations on us.

A majority of our Merchants are SMBs and Individuals using our Sper App and we expect they will continue to comprise a large portion of our customer base for the foreseeable future. We define SMBs in the context of our customer base as Merchants that have between one or more locations. Selling to and retaining SMBs can be more difficult than retaining enterprise Merchants, as SMBs often have higher rates of business failure and more limited resources, may have decisions related to the choice of payment processor dictated by their affiliated parent entity and are more readily able to change their payment processors than larger organizations.

SMBs are also typically more susceptible to the adverse effects of economic fluctuations, Adverse changes in the economic environment or business failures of our SMB Merchants may have a greater impact on us than on our competitors who do not focus on SMBs to the extent that we do.

We rely in part on revenue from subscription contracts, and because we recognize revenue from subscription contracts over the term of the relevant subscription period, downturns or upturns in sales are not immediately reflected in full in our results of operations.

Subscription services revenue accounts for a significant portion of our total revenue. Sales of new or renewal subscription contracts may decline or fluctuate as a result of a number of factors, including Users' level of satisfaction with our platform, the prices of our subscriptions, the prices of subscriptions offered by our competitors, reductions in our Users' spending levels, or other changes in consumer behavior. If our sales of new or renewal subscription contracts decline, our revenue and revenue growth may decline. We recognize subscription revenue ratably over the term of the relevant subscription period, which generally ranges from 12 to 36 months in duration. As a result, much of the subscription revenue we report each quarter is derived from subscription contracts that we sold in prior periods.

Consequently, a decline in new or renewed subscription contracts in any one quarter will not be fully reflected in revenue in that quarter but will negatively affect our revenue in future quarters. Accordingly, the effect of significant downturns in new or renewal sales of our subscriptions is not reflected in full in our results of operations in a given period. Also, it is difficult for us to rapidly increase our subscription revenue through additional sales in any period, as revenue from new and renewal subscription contracts must be recognized ratably over the applicable subscription period. Furthermore, any increases in the average term of subscription contracts would result in revenue for those subscription contracts being recognized over longer periods of time.

Our future revenue will depend in part on our ability to expand the financial technology services we offer to our Users and increase adoption of those services.

We offer our Users a variety of financial technology products and services, and we intend to make available additional financial technology products and services to our Users in the future. A number of these services require that we enter into arrangements with financial institutions or other third parties. In order to provide these and future financial technology products and services, we may need to establish additional partnerships with third parties, comply with a variety of regulatory requirements, and introduce internal processes and procedures to comply with applicable law and the requirements of our partners, all of which may involve significant cost, require substantial management attention, and expose us to new business and compliance risks. We cannot be sure that our current or future financial technology services will be widely adopted by our Users or that the revenue we derive from such services will justify our investments in developing and introducing these services.

Risks regarding Notes Payable and Convertible Notes Payable

The company has raised funds notes payable and convertible notes payable. The risks associated with notes payable are mainly one of liquidity if the company is required to pay without enough cash. This could result in bankruptcy or the inability of the company to operate.

The issuance of additional shares in connection with the convertible notes payable could lead to a dilution of the share price and seriously affect shareholder value. It would also negatively affect the company's ability to raise new capital for future expansion.

As of 9/30/24 the company had \$ 64,655 in cash as well as \$ 980,479 of debt payable to related parties (Bearbull Market Dividends, Inc., Kenyatto Jones principal) as well as \$ 525,150 of debts payable which are all due in theory. Most of the loans and convertible notes have been negotiated with parties who are considered "friendly" to the company. For the moment, these parties are not demanding repayment as the search for new investment by the company continues.

There are also \$ 323,473 in convertible notes which if converted represent 1,251,403 shares which represents 1.3 % of the outstanding shares (restricted and unrestricted)

It is obvious that the company could be at risk should the loan holders demand payment at this time. The convertible notes are a bit less of an issue.

Please refer to exhibit 10.2 for the details surrounding the loans and convertible notes.

Failure to maintain and enhance our brand recognition in a cost-effective manner could harm our business, financial condition, and results of operations.

We believe that maintaining and enhancing our brand identity and reputation is critical to our relationships with, and ability to attract, new Users, partners and employees. Accordingly, we have invested, and expect to continue to invest, increasing amounts of money in and greater resources to branding and other marketing initiatives, which may not be successful or cost effective. If we do not successfully

maintain and enhance our brand and reputation in a cost-effective manner, our business may not grow, we may have reduced pricing power relative to competitors with stronger brands or reputations, and we could lose Users or partners, all of which would harm our business, financial condition, and results of operations.

In addition, any negative publicity about our company or our management, including about the quality, stability, and reliability of our platform or services, changes to our products and services, our privacy and security practices, litigation, regulatory enforcement, and other actions involving us, as well as the perception of us and our products by our Users and their guests, even if inaccurate, could cause a loss of confidence in us and adversely affect our brand.

We depend on the experience and expertise of our senior management team and key technical employees, and the loss of any key employee could harm our business, financial condition, and results of operations.

Our success depends upon the continued service of our senior management team and key technical employees. Each of these employees could terminate his or her relationship with us at any time. Further, our competitors may be successful in recruiting and hiring members of our management team or other key employees, and it may be difficult for us to find suitable replacements on a timely basis, on competitive terms, or at all.

The loss of any member of our senior management team or key technical employees might significantly delay or prevent the achievement of our business objectives and could harm our business and our customer relationships.

Our ability to recruit, retain, and develop qualified personnel is critical to our success and growth.

All our businesses function at the intersection of rapidly changing technological, social, economic, and regulatory environments that require a wide range of expertise and intellectual capital. For us to successfully compete and grow, we must recruit, retain, and develop personnel who can provide the necessary expertise across a broad spectrum of disciplines. In addition, we must develop, maintain and, as necessary, implement appropriate succession plans to ensure we have the necessary human resources capable of maintaining continuity in our business.

The market for qualified personnel is competitive, and we may not succeed in recruiting additional personnel or may fail to effectively replace current personnel who depart with qualified or effective successors. Our effort to retain and develop personnel may also result in significant additional expenses, which could adversely affect our profitability. In addition, job candidates and existing employees often consider the value of the equity awards they receive in connection with their employment. The trading price of our Common Stock following is likely to be volatile, could be subject to fluctuations in response to various factors and may not appreciate. If the perceived value of our equity awards declines for these or other reasons, it may adversely affect our ability to attract and retain highly qualified employees.

We are also substantially dependent on our direct sales force to obtain new Users and increase sales to existing Merchants. There is significant competition for sales personnel with the skills and technical knowledge that we require. Our ability to achieve significant revenue growth will depend, in large part, on our success in recruiting, training, and retaining a sufficient number of sales personnel to support our growth. If we are unable to hire, train, and retain a sufficient number of qualified and successful sales personnel, our business, financial condition, and results of operations could be harmed.

The Company is dependent on its key personnel, the loss of which would impair the Company's ability to complete the acquisition of a target business or assets.

In its search to complete a business combination or asset acquisition, the Company is dependent upon the continued services of management, particularly Kenyatto Jones, the Company's founder. To the extent that the services of such persons become unavailable, the Company will be required to obtain other qualified personnel and there can be no assurance that we will be able to recruit one or more qualified persons upon acceptable terms.

The Company's executive officers and directors may allocate their time to other businesses activities, thereby causing conflicts of interest as to how much time to devote to the Company's affairs. This could have a negative impact on the Company's ability to consummate a business combination or any asset acquisition in a timely manner, if at all.

The Company's executive officers and directors are not required and do not commit their full time to the Company's affairs, which may result in a conflict of interest in allocating their time between the Company's business and other businesses. The Company does not intend to have any full-time employees prior to the consummation of a business combination or asset acquisition. Our executive officers and directors are engaged in other business endeavors and they are not obligated to contribute any specific number of hours per week to the Company's affairs.

If the other business affairs of our executive officers and directors require them to devote more time to such affairs, it could limit their ability to devote time to the Company's affairs, which could have a negative impact on the Company's ability to consummate a business combination or asset acquisition. Furthermore, we do not have an employment agreement with any of our executive officers or directors.

The Company may be unable to obtain additional financing, if and when required, to fund the operations and growth of the Company, which could compel the Company to restructure a potential transaction or to entirely abandon a particular transaction.

The Company has not yet identified any prospective target business or assets. If we require funds for a particular business combination, because of the size of the business combination or otherwise, we will be required to seek additional financing, which may or may not be available on terms and conditions satisfactory to the Company, if at all. To the extent that additional financing proves to be unavailable when and if needed to consummate a particular transaction, we would be compelled to restructure the transaction or abandon that particular transaction and seek one or more alternative targets. In addition, if we consummate a business combination or asset acquisition, we may require additional financing to fund the operations or growth of the target business or assets. The failure to secure additional financing could have a material adverse effect on the continued development or growth of the target business or assets. The Company's officers, directors or shareholders are not required to provide any financing to us in connection with or after a business combination.

Financing requirements to fund operations associated with reporting obligations under the Exchange Act.

The Company has limited revenues, and is dependent upon the willingness of management to fund the costs associated with the reporting obligations under the Exchange Act, other administrative costs associated with our corporate existence and expenses related to our business objective. The Company is not likely to generate any significant revenues until 4th quarter 2024, at the earliest. The Company believes that we will have sufficient financial resources available from its management to continue to pay accounting and other professional fees and other miscellaneous expenses that may be required until the Company commences business operations following the closing of a transaction.

The company estimates that it requires approximately \$ 1 million in funding in order to pay back creditors with convertible notes (\$400K) and \$600K for product development and business growth. Any future acquisitions would require additional funding

A lack of funding poses several risks such as the potential of key individuals leaving for other opportunities, delays of improvements being completed on the new SuperApp versions, the slowing of recruiting new associates, thus slowing the corporate growth. There is also the potential of costly litigation should the company default in its financial obligations.

The convertibles notes do not present a huge financial risk for the company as they represent only 1,251,403 shares if fully converted, less than 1.3% of the total authorized shares. See Exhibit

As of 9/30/24 the company had \$ 323,473 of convertible notes, which represent 1,251,403 shares.

As of the same date \$ 213,300 of the convertible notes were due and they represent 711,000 shares if converted.

As of today there are no funding agreements in place nor agreements to pay for accounting, expenses or professional fees.

The Company's executive officers are in a position to influence certain actions requiring shareholder vote.

Our directors and executive officers, who together own all of the issued and outstanding shares of our preferred stock, have no present intention to call for an annual meeting of shareholders to elect new directors prior to the consummation of a business combination or the acquisition of assets. As a result, our current directors will likely continue in office at least until the consummation of the business combination or the acquisition of assets. If there is an annual meeting of shareholders for any reason, management has broad discretion

regarding proposals submitted to a vote by shareholders as a consequence of, among other things, the ownership by our executive officers of all of our outstanding shares of preferred stock, which shares of preferred stock have super-voting provisions. Accordingly, management will continue to exert substantial control at least until the consummation of a business combination or asset acquisition and the issuance of additional shares of our capital stock.

From time to time we are subject to various legal proceedings that could adversely affect our business, financial condition, or results of operations.

From time to time we are or may become involved in claims, lawsuits (whether class actions or individual lawsuits), arbitration proceedings, government investigations, and other legal or regulatory proceedings involving commercial, corporate and securities matters; privacy, marketing and communications practices; labor and employment matters; alleged infringement of third-party patents and other intellectual property rights; and other matters. The results of any such claims, lawsuits, arbitration proceedings, government investigations, or other legal or regulatory proceedings cannot be predicted with any degree of certainty. Any claims against us, whether meritorious or not, could be time-consuming, result in costly litigation, require significant management attention, and divert significant resources. Determining reserves for our pending litigation is a complex and fact-intensive process that requires significant subjective judgment and speculation. It is possible that a resolution of one or more such proceedings could result in substantial damages, settlement costs, fines, and penalties. These proceedings could also result in harm to our reputation and brand, sanctions, consent decrees, injunctions, or other orders requiring a change in our business practices. Any of these consequences could adversely affect our business, financial condition, and results of operations. Further, under certain circumstances, we have contractual and other legal obligations to indemnify and to incur legal expenses on behalf of our business, Users, and commercial partners and current and former directors and officers. In addition, certain litigation or the resolution of certain litigation may affect the availability or cost of some of our insurance coverage, which could adversely impact our results of operations and cash flows, expose us to increased risks that would be uninsured, and adversely impact our ability to attract directors and officers.

Notwithstanding the terms of our agreements with our Users, it is possible that a default on such obligations by one or more of our Users could adversely affect our business, financial condition, or results of operations. For example, if a customer defaults on its obligations under a customer agreement or terminates a customer agreement prior to the contractual termination date, we may be required to assert a claim to acquire the amount in full due under the customer agreement, which we may choose not to pursue. However, if we choose to pursue any such claim, we may incur substantial costs to resolve claims or enter into litigation or arbitration, and even if we were to prevail in the event of claims, litigation or arbitration, such claims, litigation, or arbitration could be costly and time-consuming and divert the attention of our management and other employees from our business operations. We also include arbitration and class action waiver provisions in our terms of service with the Users that utilize our platform and certain agreements with our employees. These provisions are intended to streamline the litigation process for all parties involved, as they can in some cases be faster and less costly than litigating disputes in state or federal court. However, arbitration can nevertheless be costly and burdensome, and the use of arbitration and class action waiver provisions subjects us to certain risks to our reputation and brand, as these provisions have been the subject of increasing public scrutiny. In order to minimize these risks to our reputation and brand, we may limit our use of arbitration and class action waiver provisions, or we may be required to do so in any particular legal or regulatory proceeding, either of which could cause an increase in our litigation costs and exposure. Additionally, we permit certain Users and other users of our platform to opt out of such provisions, which could cause an increase in our litigation costs and exposure.

Further, with the potential for conflicting rules regarding the scope and enforceability of arbitration and class action waivers on a state-by-state basis, as well as between state and federal law, there is a risk that some or all of our arbitration and class action waiver provisions could be subject to challenge or may need to be revised to exempt certain categories of protection. If these provisions were found to be unenforceable, in whole or in part, or specific claims are required to be exempted, we could experience an increase in our costs to litigate disputes and in the time involved in resolving such disputes, and we could face increased exposure to potentially costly lawsuits, each of which could adversely affect our business, financial condition, and results of operations.

Our business is exposed to risks associated with the handling of customer funds.

Our business processes funds and payments made by our Users. Consequently, at any given time, we may be holding or directing funds of Users. This function creates a risk of loss arising from, among other things, fraud by employees or third parties, execution of unauthorized transactions, or errors relating to transaction processing. We are also potentially at risk if the financial institution in which we hold these funds suffers any kind of insolvency or liquidity event or fails, for any reason, to deliver their services in a timely manner. The occurrence of any of these types of events could cause us financial loss and reputational harm.

Any failure to offer high-quality customer support may adversely affect our relationships with our Users and could adversely affect our business, financial condition, and results of operations.

In deploying and using our platform, our Users depend on our 24/7 support team to resolve complex technical and operational issues, including ensuring that our platform is implemented in a manner that integrates with a variety of third-party platforms. We also rely on third parties to provide some support services, and our ability to provide effective support is partially dependent on our ability to attract and retain qualified and capable third-party service providers. As we continue to grow our business and improve our offerings, we will face challenges related to providing high-quality support services at scale. We may be unable to respond quickly enough to accommodate short-term increases in demand for customer support or to modify the nature, scope, and delivery of our customer support to compete with changes in customer support services provided by our competitors. Increased demand for customer support, without corresponding revenue, could increase costs and adversely affect our operating results. Our sales are highly dependent on our business reputation and on positive recommendations from our existing Users. Any failure to maintain high-quality customer support, or a market perception that we do not maintain high-quality customer support, could adversely affect our reputation and brand, our ability to benefit from referrals by existing Users, our ability to sell our platform to existing and prospective Users, and our business, financial condition, or results of operations.

The long-term potential of our business may be adversely affected if we are unable to expand our business successfully into international markets.

Although we currently do not derive significant revenue from Users located outside the United States, and we do not derive any revenue from Users outside of North America, the long-term potential of our business will depend in part on our ability to expand our business into international markets. However, we have limited experience with international Users or in selling our platform internationally. Accordingly, we cannot be certain that our business model will be successful, or that our platform will achieve commercial acceptance, outside the United States. If we seek to expand internationally, we will face a wide variety of new business, sales and marketing, operational and regulatory challenges in markets outside the United States, including the presence of more established competitors, our lack of experience in those markets, and a wide variety of new regulatory requirements to which we would become subject. Expanding our business internationally would require significant additional investment in our platform, operations, infrastructure, compliance efforts, and sales and marketing organization, and any such investments may not be successful or generate an adequate return on our investment.

Risks Related to Our Technology and Privacy

We are responsible for transmitting a high volume of sensitive and personal information through our platform and our success depends upon the security of this platform. Any actual or perceived breach of our system that would result in disclosure of such information could materially impact our business.

We, our Users, our partners, and other third parties, including third-party vendors, cloud service providers, and payment processors that we use, obtain and process large amounts of sensitive and personal information, including information related to our Users, their guests, and their transactions. We face risks, including to our reputation as a trusted brand, in the handling and protection of this information, and these risks will increase as our business continues to expand to include new products and technologies. Our operations involve the storage, transmission, and processing of our Users' proprietary information and sensitive and personal information of our Users and their guests and employees, including contact information, payment card numbers and expiration dates, purchase histories, lending information, and payroll information. Cyber incidents have been increasing in sophistication and frequency and can include third parties gaining access to employee or guest information using stolen or inferred credentials, computer malware, viruses, spamming, phishing attacks, ransomware, card skimming code, and other deliberate attacks and attempts to gain unauthorized access. In addition, these incidents can originate on our vendors' websites or systems, which can then be leveraged to access our website or systems, further preventing our ability to successfully identify and mitigate the attack. As a result, unauthorized access to, security breaches of, or denial-of-service attacks against our platform could result in the unauthorized access to or use of, and/or loss of, such data, as well as loss of intellectual property, guest information, employee data, trade secrets, or other confidential or proprietary information.

We have administrative, technical, and physical security measures in place and proactively employ multiple security measures at different layers of our systems to defend against intrusion and attack and to protect our information. However, because the techniques used to obtain unauthorized access to or sabotage systems change frequently and generally are not identified until they are launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures that will be sufficient to counter all current and emerging technology threats. In addition, any security breaches that occur may remain undetected for extended periods of

time. While we also have and will continue to make significant efforts to address any IT security issues with respect to acquisitions we make, we may still inherit such risks when we integrate these companies.

We also have policies and procedures in place to contractually require third parties to which we transfer data to implement and maintain appropriate security measures. Sensitive and personal information is processed and stored by our Users, software and financial institution partners and third-party service providers to whom we outsource certain functions. Threats to third-party systems can originate from human error, fraud, or malice on the part of employees or third parties, or simply from accidental technological failure, and/or computer viruses and other malware that can be distributed and infiltrate systems of third parties on whom we rely. While we select third parties to which we transfer data carefully, we do not control their actions, and these third parties may experience security breaches that result in unauthorized access of data and information stored with them despite these contractual requirements and the security measures these third parties employ.

If any security breach involving our systems or the systems of third parties that store or process our data or significant denial-of-service or other cyber-attack occurs or is believed to have occurred, our reputation and brand could be damaged, we could be required to expend significant capital and other resources to alleviate problems caused by such actual or perceived breaches or attacks and remediate our systems. In addition, we could be exposed to a risk of loss, litigation, or regulatory action and possible liability, some or all of which may not be covered by insurance, and our ability to operate our business may be impaired.

If new or existing Users believe that our platform does not provide adequate security for the storage of personal or sensitive information or its transmission over the Internet, they may not adopt our platform or may choose not to renew their subscriptions to our platform, which could harm our business. Additionally, actual, potential, or anticipated attacks may cause us to incur increasing costs, including costs to deploy additional personnel and protection technologies, train employees, and engage third-party experts and consultants. Our errors and omissions insurance policies covering certain security and privacy damages and claim expenses may not be sufficient to compensate for all potential liability. Although we maintain cyber liability insurance, we cannot be certain that our coverage will be adequate for liabilities actually incurred or that insurance will continue to be available to us on economically reasonable terms, or at all.

Further, because data security is a critical competitive factor in our industry, we may make statements in our privacy statements and notices and in our marketing materials describing the security of our platform, including descriptions of certain security measures we employ or security features embedded within our products. Should any of these statements be untrue, become untrue, or be perceived to be untrue, even if through circumstances beyond our reasonable control, we may face claims, including claims of unfair or deceptive trade practices, brought by the U.S. Federal Trade Commission, state, local, or foreign regulators (e.g., a European Union-based data protection agency), or private litigants.

Interruptions or performance problems associated with our technology and infrastructure may adversely affect our business and operating results.

Our continued growth depends in part on the ability of our existing and potential Users to access our platform at any time and within an acceptable amount of time. Our platform is proprietary, and we rely on the expertise of members of our engineering, operations, and software development teams for our platform's continued performance. We have experienced, and may in the future experience, disruptions, outages, and other performance problems related to our platform due to a variety of factors, including infrastructure changes, introductions of new functionality, human or software errors, delays in scaling our technical infrastructure if we do not maintain enough excess capacity and accurately predict our infrastructure requirements, capacity constraints due to an overwhelming number of users accessing our platform simultaneously, denial-of-service attacks, human error, actions or inactions attributable to third parties, earthquakes, hurricanes, floods, fires, natural disasters, power losses, disruptions in telecommunications services, fraud, military or political conflicts, terrorist attacks and other geopolitical unrest, computer viruses, ransomware, malware, or other events. Our systems also may be subject to break-ins, sabotage, theft, and intentional acts of vandalism, including by our own employees. Some of our systems are not fully redundant and our disaster recovery planning may not be sufficient for all eventualities. Further, our business and/or network interruption insurance may not be sufficient to cover all of our losses that may result from interruptions in our service as a result of systems failures and similar events.

From time to time we may experience limited periods of server downtime due to server failure or other technical difficulties. In some instances, we may not be able to identify the cause or causes of these performance problems within an acceptable period of time. It may become increasingly difficult to maintain and improve our performance, especially during peak usage times and as our platform becomes more complex and our user traffic increases. If our platform is unavailable or if our users are unable to access our platform within a reasonable amount of time, or at all, our business would be adversely affected and our brand could be harmed. In the event of any of the factors described above, or certain other failures of our infrastructure, customer or guest data may be permanently lost. Moreover, a limited number of our agreements with Users may provide for limited service level commitments from time to time.

If we experience significant periods of service downtime in the future, we may be subject to claims by our Users against these service level commitments. These events have resulted in losses in revenue, though such losses have not been material to date. System failures in the future could result in significant losses of revenue.

To the extent that we do not effectively address capacity constraints, upgrade our systems as needed, and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business and operating results may be adversely affected.

Our success depends upon our ability to continually enhance the performance, reliability, and features of our platform.

The markets in which we compete are characterized by constant change and innovation, and we expect them to continue to evolve rapidly. Our success has been based on our ability to identify and anticipate the needs of our Users and their guests and design and maintain a platform that provides them with the tools they need to operate their businesses successfully. Our ability to attract new Users, retain existing Users, and increase sales to both new and existing Users will depend in large part on our ability to continue to improve and enhance the performance, reliability, and features of our platform. To grow our business, we must develop products and services that reflect the changing nature of management software and expand beyond our core functionalities to other areas of managing relationships with our Users, as well as their relationships with their guests. Competitors may introduce new offerings embodying new technologies, or new industry standards and practices could emerge that render our existing technology, services, website, hardware, and mobile applications obsolete. Accordingly, our future success will depend in part on our ability to respond to new product offerings by competitors, technological advances, and emerging industry standards and practices in a cost-effective and timely manner in order to retain existing Users and attract new Users. Furthermore, as the number of our Users with higher volume sales increases, so does the need for us to offer increased functionality, scalability, and support, which requires us to devote additional resources to such efforts.

The success of these and any other enhancements to our platform depends on several factors, including timely completion, adequate quality testing and sufficient demand, and the accuracy of our estimates regarding the total addressable market for new products and/or enhancements and the portion of such total addressable market that we expect to capture for such new products and/or enhancements. Any new product or service that we develop may not be introduced in a timely or cost-effective manner, may contain defects, may not have an adequate total addressable market, or market demand or may not achieve the market acceptance necessary to generate meaningful revenue.

We have scaled our business rapidly, and significant new platform features and services have in the past resulted in, and in the future may continue to result in, operational challenges affecting our business. Developing and launching enhancements to our platform and new services on our platform may involve significant technical risks and upfront capital investments that may not generate return on investment. For example, we may use new technologies ineffectively, or we may fail to adapt to emerging industry standards. We may experience difficulties with software development that could delay or prevent the development, introduction or implementation of new products and enhancements. Software development involves a significant amount of time, as it can take our developers months to update, code, and test new and upgraded products and integrate them into our platform. The continual improvement and enhancement of our platform requires significant investment, and we may not have the resources to make such investment.

If we are unable to successfully develop new products or services, enhance the functionality, performance, reliability, design, security, and scalability of our platform in a manner that responds to our Users' and their guests' evolving needs, or gain market acceptance or our new products and services, or if our estimates regarding the total addressable market and the portion of such total addressable market which we expect to capture for new products and/or enhancements prove inaccurate, our business and operating results will be harmed.

Defects, errors, or vulnerabilities in our applications, backend systems, hardware, or other technology systems and those of third-party technology providers could harm our reputation and brand and adversely impact our business, financial condition, and results of operations.

The software underlying our platform is highly complex and may contain undetected faults, errors or vulnerabilities, some of which may only be discovered after the code has been released. Our practice is to effect frequent releases of software updates. Third-party software that we incorporate into our platform and our backend systems, hardware, or other technology systems, or those of third-party technology providers, may also be subject to defects, errors, or vulnerabilities. Any such defects, errors, or vulnerabilities could result in negative publicity, a loss of Users or loss of revenue, and access or other performance issues. Such vulnerabilities could also be exploited by bad actors and result in exposure of customer or guest data, or otherwise result in a security breach or other security incident. We may need to expend significant financial and development resources to analyze, correct, eliminate, or work around errors or defects or to address and eliminate vulnerabilities. Any failure to timely and effectively resolve any such errors, defects, or vulnerabilities could adversely affect our business, reputation, brand, financial condition, and results of operations.

Our risk management strategies may not be fully effective in mitigating our risk exposure in all market environments or against all types of risk.

We operate in a rapidly changing industry. Accordingly, our risk management strategies may not be fully effective to identify, monitor, and manage all risks that our business encounters. In addition, when we introduce new services, focus on expanding relationships with new types of Users, or begin to operate in new markets, we may be less able to forecast risk levels and reserve accurately for potential losses, as a result of fraud or otherwise. If our strategies are not fully effective or we are not successful in identifying and mitigating all risks to which we are or may be exposed, we may suffer uninsured liability or harm to our reputation, or be subject to litigation or regulatory actions, any of which could adversely affect our business, financial condition, and results of operations.

Risks Related to Our Financial Condition and Capital Requirements

We have a history of generating net losses, and if we are unable to achieve adequate revenue growth while our expenses increase, we may not achieve or maintain profitability in the future.

We have incurred a net loss in each year since our inception and have a significant accumulated deficit. We incurred net losses of \$839,000, \$1.255 million, and \$1.106 million for the years ended December 31, 2021 and 2022 and 2023, respectively. As of December 31, 2023, we had an accumulated deficit of \$3.986 million. These losses and our accumulated deficit are a result of the substantial investments we have made to grow our business. We expect our costs will increase over time and our losses to continue as we expect to continue to invest significant additional funds in expanding our business, sales, and marketing activities, research and development as we continue to build software and hardware designed specifically for the industry, and maintaining high levels of customer support, each of which we consider critical to our continued success. We also expect to incur additional general and administrative expenses as a result of our growth and expect our costs to increase to support our operations as a public company. In addition, to support the continued growth of our business and to meet the demands of continuously changing security and operational requirements, we plan to continue investing in our technology infrastructure. Historically, our costs have increased over the years due to these factors, and we expect to continue to incur increasing costs to support our anticipated future growth. If we are unable to generate adequate revenue growth and manage our expenses, we may continue to incur significant losses and may not achieve or maintain profitability.

Further, we may make decisions that would adversely affect our short-term operating results if we believe those decisions will improve the experiences of our Users and their guests and if we believe such decisions will improve our operating results over the long term. These decisions may not be consistent with the expectations of investors and may not produce the long-term benefits that we expect, in which case our business may be materially and adversely affected.

Unfavorable conditions in the FinTech industry or the global economy could limit our ability to grow our business and materially impact our financial performance.

Our operating results may vary based on the impact of changes in the FinTech industry or the global economy on us or our Users and their guests. Our revenue growth and potential profitability depend on demand for business management software and platforms serving the industry. Historically, during economic downturns, there have been reductions in spending on IT as well as pressure for extended billing terms and other financial concessions. The adverse impact of economic downturns may be particularly acute among SMBs, which

comprise the majority of our customer base. If economic conditions deteriorate, our current and prospective Users may elect to decrease their IT budgets, which would limit our ability to grow our business and adversely affect our operating results.

A deterioration in general economic conditions (including distress in financial markets and turmoil in specific economies around the world) may adversely affect our financial performance by causing a reduction in locations through closures or a reduction in gross payment volume. A reduction in the amount of consumer spending or credit card transactions could result in a decrease of our revenue and profits. Adverse economic factors may accelerate the timing, or increase the impact of, risks to our financial performance. These factors could include:

- declining economies and the pace of economic recovery which can change consumer spending behaviors;
- low levels of consumer and business confidence typically associated with recessionary environments;
- high unemployment levels, which may result in decreased spending by consumers;
- budgetary concerns in the United States and other countries around the world, which could impact consumer confidence and spending;
- restrictions on credit lines to consumers or limitations on the issuance of new credit cards;
- uncertainty and volatility in the performance of our Users' businesses, particularly SMBs;
- Users or consumers decreasing spending for value-added services we market and sell; and
- government actions, including the effect of laws and regulations and any related government stimulus.

We intend to continue to explore other financial solutions to offer to our Users. Some of those solutions may require, or be deemed to require, additional procedures, partnerships, licenses, regulatory approvals and requirements, or capabilities. Should we fail to address these requirements, or should these new solutions, or new regulations or interpretations of existing regulations, impose requirements on us that are impractical or that we cannot satisfy, the future growth and success of our financial business may be materially and adversely affected. Further, we have and may continue to have obligations to share in certain losses incurred in offering these financial solutions to our Users, which could negatively impact our business, financial condition, and results of operations.

If we are unable to properly manage the risks of offering financial solutions, either ourselves or through partner financial institutions, our business may be materially and adversely affected. If we are unable to maintain third-party insurance coverage to mitigate these risks, such as errors and omissions insurance, our exposure to losses would increase, which could have an adverse impact on our results. If laws and regulations change, or are interpreted by courts or regulators as subjecting us to licensing or other compliance requirements, we may be subject to government supervision and enforcement actions, litigation, and related liabilities, our ability to offer financial solutions may be negatively impacted, our costs associated with existing financial solutions, may increase or we may decide to discontinue offering financial solutions altogether, and our business, financial condition, and results of operations would be negatively impacted.

Our failure to raise additional capital or generate cash flows necessary to expand our operations and invest in new technologies in the future could reduce our ability to compete successfully and harm our financial condition.

Historically, we have funded our operations, capital expenditures, and acquisitions primarily through the issuance of convertible preferred stock and convertible notes as well as through payments received for the delivery of our services. We intend to continue to make investments to support our business growth and may require additional funds to respond to business challenges. Although we currently anticipate that our existing cash and cash equivalents, marketable securities, and amounts available under our revolving credit facility will be sufficient to meet our cash needs for at least the next twelve months, our future capital requirements and the adequacy of available funds will depend on many factors. We may require additional financing, and we may not be able to obtain debt or equity financing on favorable terms, if at all. If we raise additional funds through further issuances of debt, equity, or other securities convertible into equity, including convertible debt securities, our existing stockholders may experience significant dilution of their ownership interests, and any new securities we issue could have rights, preferences, and privileges superior to those of holders of our Class A common stock.

We have outstanding debt obligations, including our revolving credit facility, that restrict our ability to incur additional indebtedness and requires us to maintain specified minimum liquidity amounts, among other restrictive covenants. The terms of any additional debt financing may be similar or more restrictive.

If we need additional capital and cannot raise it on acceptable terms, or at all, we may not be able to, among other things:

- develop and enhance our platform and product offerings and operating infrastructure;
- continue to expand our technology development, sales, and marketing organizations;
- hire, train, and retain employees;
- respond to competitive pressures or unanticipated working capital requirements; or
- acquire complementary businesses and technologies.

Our inability to do any of the foregoing could reduce our ability to compete successfully and harm our results of operations.

Our results of operations may be adversely affected by changes in foreign currency exchange rates.

Our operations and customer base are currently concentrated in the United States. Therefore, we currently have limited foreign currency diversification and exposure. However, our foreign currency diversification and exposure may increase as international sales of our products and services increase over time. As a result, our revenue and profits generated by any non-U.S. operations may fluctuate from period to period as a result of changes in foreign currency exchange rates. In addition, we may become subject to exchange control regulations that restrict or prohibit the conversion of our other revenue currencies into U.S. dollars. Any of these factors could decrease the value of revenue and profits we derive from our non-U.S. operations and adversely affect our business.

We may also seek to reduce our exposure to fluctuations in foreign currency exchange rates through the use of hedging arrangements. To the extent that we hedge our foreign currency exchange rate exposure, we forgo the benefits we would otherwise experience if foreign currency exchange rates changed in our favor. No strategy can completely insulate us from risks associated with such fluctuations and our currency exchange rate risk management activities could expose us to substantial losses if such rates move materially differently from our expectations.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

As of December 31, 2023, we had accumulated \$3,986,666 federal and state net operating loss carryforwards, or NOLs, respectively, available to reduce future taxable income. It is possible that we will not generate taxable income in time to use NOLs before their expiration, or at all. Under Section 382 and Section 383 of the Internal Revenue Code of 1986, as amended, or the Code, if a corporation undergoes an “ownership change,” the corporation’s ability to use its pre-change NOLs and other tax attributes, including R&D tax credits, to offset its post-change income may be limited. In general, an “ownership change” will occur if there is a cumulative change in our ownership by “5 percent stockholders” that exceeds 50 percentage points over a rolling three-year period. Similar rules may apply under state tax laws. Our ability to use NOLs and other tax attributes to reduce future taxable income and liabilities may be subject to annual limitations as a result of prior ownership changes and ownership changes that may occur in the future.

Under the Tax Cuts and Jobs Act, or the Tax Act, as amended by the Coronavirus Aid, Relief, and Economic Security Act, or the CARES Act, NOLs arising in taxable years beginning after December 31, 2017 and before January 1, 2021 may be carried back to each of the five taxable years preceding the tax year of such loss, but NOLs arising in taxable years beginning after December 31, 2020 may not be carried back. Additionally, under the Tax Act, as modified by the CARES Act, NOLs from tax years that began after December 31, 2017 may offset no more than 80% of current taxable income annually for taxable years beginning after December 31, 2020, but the 80% limitation on the use of NOLs from tax years that began after December 31, 2017 does not apply for taxable income in tax years beginning before January 1, 2021. NOLs arising in tax years ending after December 31, 2017 can be carried forward indefinitely, but

NOLs generated in tax years ending before January 1, 2018 will continue to have a two-year carryback and twenty-year carryforward period. As we maintain a full valuation allowance against our U.S. NOLs, these changes will not impact our balance sheet as of December 31, 2020. However, in future years, if and when a net deferred tax asset is recognized related to our NOLs, the changes in the carryforward and carryback periods as well as the limitation on use of NOLs may significantly impact our valuation allowance assessments for NOLs generated after December 31, 2020.

There is also a risk that due to regulatory changes, such as suspensions on the use of NOLs and tax credits by certain jurisdictions, including in order to raise additional revenue to help counter the fiscal impact from the COVID-19 pandemic, possibly with retroactive effect, or other unforeseen reasons, our existing NOLs and tax credits could expire or otherwise be unavailable to offset future income tax liabilities. A temporary suspension of the use of certain NOLs and tax credits has been enacted in California, and other states may enact suspensions as well. For these reasons, we may not be able to realize a tax benefit from the use of our NOLs and tax credits.

We experience elements of seasonal fluctuations in our financial results, which could cause our stock price to fluctuate.

Our business is highly dependent on the behavior patterns of our Users and their guests. We experience seasonality in our financial technology revenue which is largely driven by the level of GPV processed through our platform. As a result, seasonality may cause fluctuations in our financial results, and other trends that develop may similarly impact our results of operations.

We rely primarily on third-party insurance policies to insure our operations-related risks. If our insurance coverage is insufficient for the needs of our business or our insurance providers are unable to meet their obligations, we may not be able to mitigate the risks facing our business, which could adversely affect our business, financial condition, and results of operations.

We procure third-party insurance policies to cover various operations-related risks including employment practices liability, workers' compensation, business interruptions, cybersecurity and data breaches, crime, directors' and officers' liability, and general business liabilities. For certain types of operations-related risks or future risks related to our new and evolving services, we may not be able to, or may choose not to, acquire insurance. In addition, we may not obtain enough insurance to adequately mitigate such operations-related risks or risks related to our new and evolving services, and we may have to pay high premiums, self-insured retentions, or deductibles for the coverage we do obtain. Additionally, if any of our insurance providers becomes insolvent, it would be unable to pay any operations-related claims that we make. Further, some of our agreements with Users may require that we procure certain types of insurance, and if we are unable to obtain and maintain such insurance, we would be in violation of the terms of these customer agreements.

If the amount of one or more operations-related claims were to exceed our applicable aggregate coverage limits, we would bear the excess, in addition to amounts already incurred in connection with deductibles, or self-insured retentions. Insurance providers have raised premiums and deductibles for many businesses and may do so in the future. As a result, our insurance and claims expense could increase, or we may decide to raise our deductibles or self-insured retentions when our policies are renewed or replaced. Our business, financial condition, and results of operations could be adversely affected if the cost per claim, premiums, or the number of claims significantly exceeds our historical experience and coverage limits; we experience a claim in excess of our coverage limits; our insurance providers fail to pay on our insurance claims; we experience a claim for which coverage is not provided; or the number of claims under our deductibles or self-insured retentions differs from historical averages.

Risks Related to Competition, Sales, and Marketing

The markets in which we participate are intensely competitive, and if we do not compete effectively, our operating results could be adversely affected.

The GivBux Super App is accepted by many major retailers and many independent operators. Our competitors are other mobile wallets and payment gateways which offer rewards. Our competitors vary in size and in the breadth and scope of the products and services they offer. In addition, there are a number of companies that are not currently direct competitors but that could offer competing products and services, which could compete directly in our entire customer community. There is also a risk that certain of our current Users and business partners could terminate their relationships with us and use the insights they have gained from partnering with us to introduce their own competing products.

Our current and future competitors may enjoy competitive advantages, such as greater name recognition, longer operating histories, greater category share in certain markets, market-specific knowledge, established relationships with us, larger existing user bases in certain markets, more successful marketing capabilities, more integrated products and/or platforms, and substantially greater financial, technical,

sales, and marketing, and other resources than we have. Certain of our competitors have partnered with, or have acquired or been acquired by, and may in the future partner with or acquire, or be acquired by, other competitors, thereby leveraging their collective competitive positions and making it more difficult to compete with them. We believe that there are significant opportunities to further increase our revenue by expanding internationally. As we expand our business by selling subscriptions to our platform in international markets, we will also face competition from local incumbents in these markets.

Additionally, many of our competitors are well capitalized and offer discounted services, lower customer processing rates and fees, customer discounts and promotions, innovative platforms and offerings, and alternative pay models, any of which may be more attractive than those that we offer. Such competitive pressures may lead us to maintain or increase our incentives, discounts, and promotions in order to remain competitive, particularly in markets where we do not have a leading position. Such efforts have negatively affected, and may continue to negatively affect, our financial performance, and there is no guarantee that such efforts will be successful. Further, the markets in which we compete have attracted significant investments from a wide range of funding sources, and we anticipate that many of our competitors will continue to be highly capitalized. These investments, along with the other competitive advantages discussed above, may allow our competitors to continue to lower their prices and fees, or increase the incentives, discounts, and promotions they offer and thereby compete more effectively against us.

Some of our competitors offer specific point solutions addressing particular needs including subscriptions to software products without the requirement to use related payment processing services. While we believe that our integrated software and payments platform offers significant advantages over such point solutions, Users who have specific needs that are addressed by these point solutions, and Users who do not want to change from an existing payment processing relationship to use our payment processing services, may believe that products and services offered by competitors better address their needs.

Additionally, our competitors may be able to respond more quickly and effectively than us to new or changing opportunities, technologies, standards, or customer requirements. With the introduction of new technologies and new market entrants, we expect competition to intensify in the future. For example, our competitors may adopt certain of our platform features or may adopt innovations that Users value more highly than ours, which would render our platform less attractive and reduce our ability to differentiate our platform. Pricing pressures and increased competition generally could result in reduced sales, reduced margins, increased churn, reduced customer retention, losses, or the failure of our platform to achieve or maintain more widespread market acceptance. For all of these reasons, we may fail to compete successfully against our current and future competitors. If we fail to compete successfully, our business will be harmed.

Potential changes in competitive landscape, including disintermediation from other participants in the payments chain, could harm our business.

We expect the competitive landscape in the technology industry will continue to change in a variety of ways, including:

- rapid and significant changes in technology, resulting in new and innovative payment methods and programs, that could place us at a competitive disadvantage and reduce the use of our platform and services;
- competitors, including third-party processors and integrated payment providers, Users, governments, and/or other industry participants may develop products and services that compete with or replace our platform and services, including products and services that enable payment networks and banks to transact with consumers directly;
- competitors may also elect to focus exclusively on one segment of the industry and develop product offerings uniquely tailored to that segment, which could impact our addressable market and reduce the use of our platform and services;
- participants in the financial services, payments, and payment technology industries may merge, create joint ventures, or form other business alliances that may strengthen their existing business services or create new payment services that compete with our platform and services; and
- new services and technologies that we develop may be impacted by industry-wide solutions and standards related to migration to Europay, Mastercard, and Visa standards, including chip technology, tokenization, and other safety and security technologies.

Certain competitors could use strong or dominant positions in one or more markets to gain a competitive advantage against us, such as by integrating competing platforms or features into products they control, including search engines, web browsers, mobile

device operating systems, or social networks; by making acquisitions; or by making access to our platform more difficult. Failure to compete effectively against any of these or other competitive threats could adversely affect our business, financial condition, or results of operations.

We expend significant resources pursuing sales opportunities, and if we fail to close sales after expending significant time and resources to do so, our business, financial condition, and results of operations could be adversely affected.

The initial installation and set-up of many of our services often involve significant resource commitments by our Users, particularly those with larger operational scale. Potential Users generally commit significant resources to an evaluation of available services and may require us to expend substantial time, effort, and money educating them as to the value of our services. Our sales cycle may be extended due to our Users' budgetary constraints or for other reasons. In addition, as we seek to sell subscriptions to our platform to additional enterprise Users, we anticipate that the sales cycle associated with those potential Users will be longer than the typical sales cycle for SMB Users, and that sales to enterprise Users will require us to expend greater sales and marketing and management resources. If we are unsuccessful in closing sales after expending significant funds and management resources, or we experience delays or incur greater than anticipated costs, our business, financial condition, and results of operations could be adversely affected.

Risks Related to Our Partners and Other Third Parties

We rely substantially on one third-party payment processor to facilitate payments made by guests and payments made to Users, and payments made on behalf of Users, and if we cannot manage risks related to our relationships with this payment processor or any future third-party payment processors, our business, financial condition, and results of operations could be adversely affected.

We currently substantially rely on Blackhawk Networks as our third-party payment processor to facilitate payments made by guests and payments made to Users on our platform. While we are seeking to develop payment processing relationships with other payment processors, we expect to continue to rely on a limited number of payment processors for the foreseeable future. Under the terms of our contract with Blackhawk, we pay Blackhawk volume-based transaction fees on each transaction processed on our platform, as well as a fee-for-service for any additional functionality. Blackhawk may terminate the Blackhawk contract if we fail to maintain a prescribed threshold for transaction volume, and upon certain customary events of default, including, among others, our failure to make payments when due, our uncured breaches of the Blackhawk contract, a material deterioration in our financial condition, certain change of control transactions, or our bankruptcy. In the event that Blackhawk or any additional third-party payment processors in the future fail to maintain adequate levels of support, experience interrupted operations, do not provide high quality service, increase the fees they charge us, discontinue their lines of business, terminate their contractual arrangements with us, or cease or reduce operations, we may suffer additional costs and be required to pursue new third-party relationships, which could materially disrupt our operations and our ability to provide our products and services, and could divert management's time and resources. In addition, such incidents could result in periods of time during which our platform cannot function properly, and therefore cannot collect payments from Users and their guests, which could adversely affect our relationships with our Users and our business, reputation, brand, financial condition, and results of operations. If these services fail or are of poor quality, our business, reputation, and operating results could be harmed.

We are also dependent upon various large banks and regulators to execute electronic payments and wire transfers as part of our client payroll, tax, and other money movement services. Termination of any such banking relationship, a bank's refusal or inability to provide services on which we rely, outages, delays, or systemic shutdown of the banking industry would impede our ability to process funds on behalf of our payroll, tax, and other money movement services clients and could have an adverse impact on our financial results and liquidity.

If we fail to comply with the applicable requirements of payment networks, they could seek to fine us, suspend us, or terminate our registrations. If our Users incur fines or penalties that we cannot collect from them, we may have to bear the cost of such fines or penalties.

In order to provide our transaction processing services, we are registered as a payment facilitator or certified service provider with the Payment Networks. We and our Users must comply with the Payment Network Rules. The Payment Network Rules require us to also comply with the Payment Card Industry Data Security Standard, or the Security Standard, which is a set of rules and standards designed to ensure that all companies that process, store, or transmit payment card information maintain a secure environment to protect cardholder data.

If we fail to, or are alleged to have failed to, comply with the Payment Network Rules or the Security Standard, we may be subject to fines, penalties, or restrictions, including, but not limited to, higher transaction fees that may be levied by the Payment Networks for failure to comply with the Payment Network Rules. If a customer fails or is alleged to have failed to comply with the Payment Network Rules, we could also be subject to a variety of fines or penalties that may be levied by the Payment Networks. If we cannot collect such amounts from the applicable customer, we may have to bear the cost of the fines or penalties, and we may also be unable to continue processing payments for that customer. This may result in lower earnings for us. In addition to these fines and penalties, if we or our Users do not comply with the Payment Network Rules or the Security Standard, we may lose our status as a payment facilitator or certified service provider. Our failure to comply with such rules and standards could mean that we may no longer be able to provide certain of our services as they are currently offered, and that existing Users, sales partners, or other third parties may cease using or referring our services. Prospective merchant Users, financial institutions, sales partners, or other third parties may choose to terminate negotiations with us or delay or choose not to consider us for their processing needs. In each of these instances, our business, financial condition, and results of operations would be adversely affected.

In addition, as our business continues to develop and expand, and we create new product offerings, we may become subject to additional rules, regulations, and industry standards. We may not always accurately interpret or predict the scope or applicability of certain regulations and standards, including the Security Standard, to our business, particularly as we expand into new product offerings, which could lead us to fall out of compliance with the Security Standard or other rules. Further, the Payment Networks could adopt new operating rules or interpret or re-interpret existing rules in ways that might prohibit us from providing certain services to some users, be costly to implement, or be difficult to follow. Any changes in the Payment Network Rules or the Security Standard, including our interpretation and implementation of the Payment Network Rules or the Security Standard to our existing or future business offerings, or additional contractual obligations imposed on us by our Users relating to privacy, data protection, or information security, may increase our cost of doing business, require us to modify our data processing practices or policies, or increase our potential liability in connection with breaches or incidents relating to privacy, data protection, and information security, including resulting in termination of our registrations with the Payment Networks. The termination of our registrations, or any changes in the Payment Network Rules that would impair our registrations, could require us to stop providing payment facilitation services relating to the affected Payment Network, which would adversely affect our business, financial condition, or results of operations.

Rules related to the assessment of interchange and other fees, may be influenced by our competitors. Increases in Payment Network fees or new regulations could negatively affect our earnings.

The Payment Network Rules are set by their boards, which may be influenced by card issuers, and some of those issuers are our competitors with respect to these processing services. Many banks directly or indirectly sell processing services to Users in direct competition with us. These banks could attempt, by virtue of their influence on the Payment Networks, to alter the Payment Networks' rules or policies to the detriment of other members and non-members including certain of our businesses.

We pay interchange, assessment, transaction, and other fees set by the Payment Networks to such networks and, in some cases, to the card issuing financial institutions for each transaction we process. From time to time, the Payment Networks increase the fees that they charge members or certified service providers. We could attempt to pass these increases along to our Users and their guests, but this strategy might result in the loss of Users to our competitors that do not pass along the increases. If competitive practices prevent us from passing along the higher fees to our Users and their guests in the future, we may have to absorb all or a portion of such increases, which may increase our operating costs and reduce our earnings.

In addition, regulators are subjecting interchange and other fees to increased scrutiny, and new regulations or interpretations of existing regulations could require greater pricing transparency of the breakdown in fees or fee limitations, which could lead to increased price-based competition, lower margins, and higher rates of customer attrition, and affect our business, financial condition, or results of operations.

We rely on merchants on our platform for many aspects of our business, and any failure by them to maintain their service levels or any changes to their operating costs could adversely affect our business.

We rely on merchants on our platform to provide quality foods, beverages, and service and experience to their guests. Further, an increase in operating costs could cause on our platform to raise prices, cease operations, or renegotiate processing rates, which could in turn adversely affect our financial condition and results of operations. Many of the factors affecting merchant operating costs, including the cost of offering off-premise dining, are beyond the control of merchants and include inflation, costs associated with the goods provided, labor and employee benefit costs, costs associated with third-party delivery services, rent costs, and energy costs. Additionally, if merchants try to pass along increased operating costs by raising prices for their guests, order volume may decline, which we expect would adversely affect our financial condition and results of operations.

We primarily rely on Amazon Web Services to deliver our services to Users on our platform, and any disruption of or interference with our use of Amazon Web Services could adversely affect our business, financial condition, and results of operations.

We currently host our platform and support our operations on multiple data centers provided by Amazon Web Services, or AWS, a third-party provider of cloud infrastructure services. We do not have control over the operations of the facilities of AWS that we use. AWS' facilities could be subject to damage or interruption from natural disasters, cybersecurity attacks, terrorist attacks, power outages, and similar events or acts of misconduct. The occurrence of any of the above circumstances or events and the resulting impact on our platform may harm our reputation and brand, reduce the availability or usage of our platform, lead to a significant short-term loss of revenue, increase our costs, and impair our ability to retain existing Users or attract new Users, any of which could adversely affect our business, financial condition, and results of operations.

Even though our platform is hosted in the cloud solely by AWS, we believe that we could transition to one or more alternative cloud infrastructure providers on commercially reasonable terms. In the event that our agreement with AWS is terminated or we add additional cloud infrastructure service providers, we may experience significant costs or downtime for a short period in connection with the transfer to, or the addition of, new cloud infrastructure service providers. However, we do not believe that such transfer to, or the addition of, new cloud infrastructure service providers would cause substantial harm to our business, financial condition, or results of operations over the longer term.

We depend on the interoperability of our platform across third-party applications and services that we do not control.

We have integrations with various third parties, both within and outside the ecosystem. Third-party applications, products, and services are constantly evolving, and we may not be able to maintain or modify our platform to ensure its compatibility with third-party offerings. In addition, some of our competitors or Users on our platform may take actions that disrupt the interoperability of our platform with their own products or services, or they may exert strong business influence on our ability to, and the terms on which we operate and distribute our platform. As our platform evolves, we expect the types and levels of competition we face to increase. Should any of our competitors or Users on our platform modify their technologies, standards, or terms of use in a manner that degrades the functionality or performance of our platform or is otherwise unsatisfactory to us or gives preferential treatment to our competitors' products or services, our platform, business, financial condition, and results of operations could be adversely affected.

Certain estimates and information contained in this prospectus are based on information from third-party sources, and we do not independently verify the accuracy or completeness of the data contained in such sources or the methodologies for collecting such data. Any real or perceived inaccuracies in such estimates or information may harm our reputation and adversely affect your ability to evaluate our business.

Certain estimates and information contained in this prospectus, including general expectations concerning our industry and the market in which we operate, our market opportunity, and our market size, are based to some extent on information provided by third parties. This information involves a number of assumptions and limitations, and, although we believe the information from such third-party sources is reliable, we have not independently verified the accuracy or completeness of the information contained in such third-party sources or the methodologies for collecting such information or developing such estimates. If there are any limitations or errors with respect to such information, or if such estimates are inaccurate, your ability to evaluate our business and prospects could be impaired and our reputation with investors could suffer.

For example, market opportunity estimates and market growth forecasts included in this prospectus are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. Not every customer included in our market opportunity estimates will necessarily purchase subscriptions to our platform or similar products and services, and some or many of those potential Users may choose to use products or services offered by our competitors. We cannot be certain that any particular number or percentage of the potential Users included in our calculation of our market opportunity will generate any particular level of revenue for us. Even if the market in which we compete meets the size estimates and growth forecasts in this prospectus, our business could fail to grow for a variety of reasons, including competition, customer preferences and the other risks described in this prospectus. Accordingly, the estimates of market opportunity and forecasts of market growth included in this prospectus should not be taken as necessarily indicative of our future growth.

Our partnerships with third parties are an important source of new business for us, and, if those third parties were to reduce their referral of Users to us, our ability to increase our revenue would be adversely affected.

We have partnerships with third parties that are an important source of new business. If any of our third-party partners, such as our partners in the online food marketplace that provide referrals, were to switch to providing marketing support for another payment processor, terminate their relationship with us, merge with or be acquired by one of our competitors, or shut down or become insolvent, we may no longer receive the benefits associated with that relationship, such as new customer referrals, and we also risk losing existing Users and the related payment processing that were originally referred to us by such third party. Any of these events could adversely affect our ability to increase our revenue.

Risks Related to Government Regulation and Other Compliance Requirements

Our business is subject to a variety of U.S. laws and regulations, many of which are unsettled and still developing, and our or our Users' failure to comply with such laws and regulations could subject us to claims or otherwise adversely affect our business, financial condition, or results of operations.

The technology industry and the offering of financial products therein is relatively nascent and rapidly evolving. We are subject to a variety of U.S. laws and regulations. In connection with our financial technology solutions, we must comply with a number of federal, state and local laws and regulations, including state and federal unfair, deceptive, or abusive acts and practices laws, the Federal Trade Commission Act, the Equal Credit Opportunity Act, the Servicemembers Civil Relief Act, the Electronic Funds Transfer Act, the Gramm-Leach-Bliley Act, and the Dodd Frank Act. We must also comply with laws related to money laundering, money transfers, and advertising, as well as privacy and information security laws, including the California Consumer Privacy Act, or the CCPA. We may, in the future, offer additional financial technology solutions to Users that may be subject to additional laws and regulations or be subject to the abovementioned laws and regulations in novel ways.

Laws, regulations, and standards governing issues such as worker classification, labor and employment, anti-discrimination, online credit card payments, payment and payroll processing, financial services, gratuities, pricing and commissions, text messaging, subscription services, intellectual property, data retention, privacy, data security, consumer protection, background checks, website and mobile application accessibility, wages, and tax are often complex and subject to varying interpretations, in many cases due to their lack of specificity. The scope and interpretation of existing and new laws, and whether they are applicable to us, is often uncertain and may be conflicting, including varying standards and interpretations between state and federal law, between individual states, and even at the city and municipality level. As a result, their application in practice may change or develop over time through judicial decisions or as new guidance or interpretations are provided by regulatory and governing bodies, such as federal, state, and local administrative agencies.

It is also likely that if our business grows and evolves and our services are used in a greater number of geographies, we would become subject to laws and regulations in additional jurisdictions. It is difficult to predict how existing laws would be applied to our business and the new laws to which it may become subject.

We may not be able to respond quickly or effectively to regulatory, legislative, and other developments, and these changes may in turn impair our ability to offer our existing or planned features, products, and services, and/or increase our cost of doing business. While we have and will need to continue to invest in the development of policies and procedures in order to comply with the requirements of the evolving, highly regulated regulatory regimes applicable to our business and those of our Users, our compliance programs are relatively nascent and we cannot assure that our compliance programs will prevent the violation of one or more laws or regulations. If we are not able to comply with these laws or regulations or if we become liable under these laws or regulations, including any future laws or obligations that we may not be able to anticipate at this time, we could be adversely affected, and we may be forced to implement new measures to reduce our exposure to this liability. This may require us to expend substantial resources, discontinue certain services or platform features, limit our customer base, or find ways to limit our offerings in particular jurisdictions, which would adversely affect our business. Any failure to comply with applicable laws and regulations could also subject us to claims and other legal and regulatory proceedings, fines, or other penalties, criminal and civil proceedings, forfeiture of significant assets, and other enforcement actions. In addition, the increased attention focused upon liability issues as a result of lawsuits and legislative proposals could adversely affect our reputation or otherwise impact the growth of our business.

Further, from time to time, we may leverage third parties to help conduct our businesses in the United States or abroad. We may be held liable for any corrupt or other illegal activities of these third-party partners and intermediaries, our employees, representatives, contractors, channel partners, and agents, even if we do not explicitly authorize such activities. While we have policies and procedures to address compliance with such laws, we cannot assure you that our employees and agents will not take actions in violation of our policies and applicable law, for which we may be ultimately held responsible.

Illegal or improper activities of Users or customer noncompliance with laws and regulations governing, among other things, online credit card payments, financial services, gratuities, pricing and commissions, data retention, privacy, data security, consumer protection, wages, and tax could expose us to liability and adversely affect our business, brand, financial condition, and results of operations. While we have implemented various measures intended to anticipate, identify, and address the risk of these types of activities, these measures may not adequately address or prevent all illegal or improper activities by these parties from occurring and such conduct could expose us to liability, including through litigation, or adversely affect our brand or reputation.

Changes in legislative and regulatory policy affecting payment processing could have a material adverse effect on our business.

We provide our financial technology solutions in a constantly changing legal and regulatory environment. New laws or regulations, or new interpretations of existing laws or regulations, affecting our financial technology solutions could have a materially adverse impact on our ability to operate as currently intended and cause us to incur significant expense in order to ensure compliance. For example, government agencies may impose new or additional rules that (i) prohibit, restrict, and/or impose taxes or fees on payment processing transactions in, to or from certain countries or with certain governments, individuals, and entities; (ii) impose additional client identification and client due diligence requirements; (iii) impose additional reporting or recordkeeping requirements, or require enhanced transaction monitoring; (iv) limit the types of entities capable of providing payment processing services, or impose additional licensing or registration requirements; (v) impose minimum capital or other financial requirements; (vi) require enhanced disclosures to our payment processing clients; (vii) cause loans facilitated through the Toast Capital platform, or any of the underlying terms of those loans, to be unenforceable against the relevant borrowers; (viii) limit the number or principal amount of payment processing transactions that may be sent to or from a jurisdiction, whether by an individual or in the aggregate; and (ix) restrict or limit our ability to facilitate processing transactions using centralized databases. These regulatory changes and uncertainties make our business planning more difficult. They could require us to invest significant resources and devote significant management attention to pursuing new business activities, change certain of our business practices or our business model, or expose us to additional costs (including increased compliance costs and/or customer remediation), any of which could adversely impact our results of operations. If we fail to comply with new laws or regulations, or new interpretations of existing laws or regulations, our ability to operate our business, our relationships with our Users, our brand, and our financial condition and results of operations could be adversely affected.

As we consider expanding our presence internationally, we may become subject to the laws, regulations, licensing schemes, industry standards, and payment card networks rules applicable in such jurisdictions, which may require us to invest additional resources to adopt appropriate compliance policies and measures. If we are unable to timely comply with the rules or laws of new jurisdictions in which we conduct business, our business or reputation may be adversely affected.

NACHA Rules and related oversight are material to our transaction processing business and our failure to comply could materially harm our business.

Our transaction processing services are subject to the National Automated Clearing House Association Rules, or NACHA Rules. Any changes in the NACHA Rules that increase our cost of doing business or limit our ability to provide processing services to our Users will adversely affect the operation of our business. If we or our Users fail to comply with the NACHA Rules or if our processing of customer transactions is materially or routinely delayed or otherwise disrupted, our partner financial institutions could suspend or terminate our access to NACHA's clearing and settlement network, which would make it impossible for us to conduct our business on its current scale.

Additionally, we periodically conduct audits and self-assessments to verify our compliance with NACHA Rules. If an audit or self-assessment under NACHA Rules identifies any deficiencies that we need to remediate, the remediation efforts may distract our management team and other staff and be expensive and time consuming. NACHA may update its operating rules and guidelines at any time, which could require us to take more costly compliance measures or to develop more complex monitoring systems. Our partner financial institutions could also change their interpretation of NACHA requirements, similarly requiring costly remediation efforts and potentially preventing us from continuing to provide services through such partner financial institutions until we have remediated such issues to their satisfaction.

Failure to comply with anti-money laundering, economic and trade sanctions regulations, the U.S. Foreign Corrupt Practices Act, or the FCPA, and similar laws could subject us to penalties and other adverse consequences.

Our relationships with financial institution partners and other third parties may contractually require us to maintain an anti-money laundering program. We are also subject to economic and trade sanctions programs administered by the Treasury Department's Office of Foreign Assets Control, or OFAC, which prohibit or restrict transactions to or from or dealings with specified countries, their governments, and in certain circumstances, their nationals, and with individuals and entities that are specially-designated nationals of those countries, narcotics traffickers, terrorists or terrorist organizations, and other sanctioned persons and entities.

We may in the future operate our business in foreign countries where companies often engage in business practices that are prohibited by U.S. and other regulations applicable to us. We are subject to anti-corruption laws and regulations, including the FCPA and other laws that prohibit the making or offering of improper payments to foreign government officials and political figures, including anti-bribery provisions enforced by the Department of Justice and accounting provisions enforced by the SEC. These laws prohibit improper payments or offers of payments to foreign governments and their officials and political parties by the United States and other business entities for the purpose of obtaining or retaining business. We have implemented policies, procedures, systems, and controls designed to identify and address potentially impermissible transactions under such laws and regulations; however, there can be no assurance that all of our employees, consultants, and agents, including those that may be based in or from countries where practices that violate U.S. or other laws may be customary, will not take actions in violation of our policies, for which we may be ultimately responsible.

Our failure to comply with anti-money laundering, economic, and trade sanctions regulations, the FCPA, and similar laws could subject us to substantial civil and criminal penalties, or result in the loss or restriction of our federal MSB registration and state money transmitter licenses (or the inability to obtain new licenses necessary to operate in certain jurisdictions). We may also face liability under our contracts with third parties, which may significantly affect our ability to conduct some aspects of our business. Additionally, changes in this regulatory environment may significantly affect or change the manner in which we currently conduct some aspects of our business. For example, bank regulators are imposing additional and stricter requirements on banks to ensure they are meeting their BSA obligations, and banks are increasingly viewing money services businesses, as a class, to be higher risk Users for money laundering. As a result, our bank partners may limit the scope of services they provide to us or may impose additional requirements on us. These regulatory restrictions on banks and changes to banks' internal risk-based policies and procedures may result in a decrease in the number of banks that may do business with us, may require us to change the manner in which we conduct some aspects of our business, may decrease our revenue and earnings and could have a materially adverse effect on our results of operations or financial condition.

Our platform regularly collects and stores personal information and, as a result, both domestic and international privacy and data security laws apply. As these laws are enhanced or new laws are introduced, our business could incur additional costs and liabilities and our ability to perform our services and generate revenue could be impacted.

As we seek to build a trusted and secure platform for and to expand our network of Users and facilitate their transactions and interactions with their guests, we will increasingly be subject to laws and regulations relating to the collection, use, retention, privacy, security, and transfer of information, including the personal information of their employees and guests. As with the other laws and regulations noted above, these laws and regulations may change or be interpreted and applied differently over time and from jurisdiction to jurisdiction, and it is possible they will be interpreted and applied in ways that will materially and adversely affect our business.

In addition, many states in which we operate have laws that protect the privacy and security of sensitive and personal information. Certain state laws may be more stringent or broader in scope, or offer greater individual rights, with respect to sensitive and personal information than federal or other state laws, and such laws may differ from each other, which may complicate compliance efforts. For example, California enacted the CCPA, which went into effect in January 2020 and became enforceable by the California Attorney General in July 2020, and which, among other things, requires companies covered by the legislation to provide new disclosures to California consumers and afford such consumers new rights with respect to their personal information, including the right to request deletion of their personal information, the right to receive the personal information on record for them, the right to know what categories of personal information generally are maintained about them, as well as the right to opt-out of certain sales of personal information. The CCPA provides for civil penalties for violations, as well as a private right of action for certain data breaches that result in the loss of personal information. This private right of action may increase the likelihood of, and risks associated with, data breach litigation.

Additionally, a new California ballot initiative, the California Privacy Rights Act, or the CPRA, was passed in November 2020. Effective on January 1, 2023, the CPRA imposes additional obligations on companies covered by the legislation and will significantly modify the CCPA, including by expanding consumers' rights with respect to certain sensitive personal information. The CPRA also

creates a new state agency that will be vested with authority to implement and enforce the CCPA and the CPRA. The effects of the CCPA and the CPRA are potentially significant and may require us to modify our data collection or processing practices and policies and to incur substantial costs and expenses in an effort to comply and increase our potential exposure to regulatory enforcement and/or litigation.

Certain other state laws impose similar privacy obligations and we also anticipate that more states may enact legislation similar to the CCPA, which provides consumers with new privacy rights and increases the privacy and security obligations of entities handling certain personal information of such consumers. The CCPA has prompted a number of proposals for new federal and state-level privacy legislation. Such proposed legislation, if enacted, may add additional complexity, variation in requirements, restrictions and potential legal risk, require additional investment of resources in compliance programs, impact strategies, and the availability of previously useful data, and could result in increased compliance costs and/or changes in business practices and policies.

The regulatory framework governing the collection, processing, storage, use, and sharing of certain information, particularly financial and other personal information, is rapidly evolving and is likely to continue to be subject to uncertainty and varying interpretations. It is possible that these laws may be interpreted and applied in a manner that is inconsistent with our existing data management practices or the features of our services and platform capabilities. Any failure or perceived failure by us, or any third parties with which we do business, to comply with our posted privacy statements or notices, changing consumer expectations, evolving laws, rules and regulations, industry standards, or contractual obligations to which we or such third parties are or may become subject, may result in actions or other claims against us by governmental entities or private actors, the expenditure of substantial costs, time, and other resources or the incurrence of significant fines, penalties, or other liabilities. In addition, any such action, particularly to the extent we were found to have engaged in violations or otherwise liable for damages, would damage our reputation and adversely affect our business, financial condition, and results of operations.

We cannot yet fully determine the impact these or future laws, rules, regulations, and industry standards may have on our business or operations. Any such laws, rules, regulations, and industry standards may be inconsistent among different jurisdictions, subject to differing interpretations or may conflict with our current or future practices. Additionally, our partners and our Users and their guests may be subject to differing privacy laws, rules, and legislation, which may mean that our partners or Users require us to be bound by varying contractual requirements applicable to certain other jurisdictions. If our Users fail to comply with such privacy laws, rules, or legislation, we could be exposed to liability and our business, financial condition, results of operations, and brand could be adversely affected. Adherence to contractual requirements imposed by our partners or Users may impact our collection, use, processing, storage, sharing, and disclosure of various types of information including financial information and other personal information, and may mean we become bound by, or voluntarily comply with, self-regulatory or other industry standards relating to these matters that may further change as laws, rules, and regulations evolve. Complying with these requirements and changing our policies and practices may be onerous and costly, and we may not be able to respond quickly or effectively to regulatory, legislative, and other developments. These changes may in turn impair our ability to offer our existing or planned features, products, and services, and/or increase our cost of doing business. As we expand our partnerships and our customer base, these requirements may vary from customer to customer, and from guest to guest, further increasing the cost of compliance and doing business.

We publicly post documentation regarding our practices concerning the collection, processing, use, and disclosure of information. Although we endeavor to comply with our published statements, notices, and documentation, we may at times fail to do so or be alleged to have failed to do so. Any failure or perceived failure by us to comply with our privacy statements, notices, or any applicable privacy, security, or data protection, information security, or consumer-protection related laws, regulations, orders, or industry standards could expose us to costly litigation, significant awards, fines or judgments, civil and/or criminal penalties, or negative publicity, and could materially and adversely affect our business, financial condition, and results of operations. The publication of our privacy statements, notices, and other documentation that provide promises and assurances about privacy and security can subject us to potential state and federal action if they are found to be deceptive, unfair, or misrepresentative of our actual practices, which could, individually or in the aggregate, materially and adversely affect our business, financial condition, and results of operations.

We have incurred, and may continue to incur, significant expenses to comply with evolving mandatory privacy and security standards and protocols imposed by law, regulation, industry standards, shifting customer and guest expectations, or contractual obligations. We post on our website our privacy statement and practices concerning the collection, use, and disclosure of information. In particular, with laws and regulations such as the CCPA and the forthcoming CPRA in the United States imposing new and relatively burdensome obligations, and with substantial uncertainty over the interpretation and application of these and other laws and regulations, we may face challenges in addressing their requirements and making necessary changes to our policies and practices, and may incur significant costs and expenses in an effort to do so. Any failure, real or perceived, by us to comply with our posted privacy statements or notices, changing customer and guest expectations, or with any evolving regulatory requirements, interpretations, or orders, other local, state, federal, or

international privacy, data protection, information security, or consumer protection-related laws and regulations, industry standards, or contractual obligations could cause our Users to reduce their use of our products and services, disrupt our supply chain or third-party vendor or developer partnerships, and materially and adversely affect our business.

Changes in tax law may adversely affect us or our investors.

The rules dealing with U.S. federal, state, and local income taxation are constantly under review by persons involved in the legislative process and by the Internal Revenue Service, or the IRS, and the U.S. Treasury Department. Changes to tax laws (which changes may have retroactive application) could adversely affect us or holders of our Class A common stock. In recent years, many such changes have been made and changes are likely to continue to occur in the future. It cannot be predicted whether, when, in what form or with what effective dates tax laws, regulations, and rulings may be enacted, promulgated or issued, which could result in an increase in our or our shareholders' tax liability or require changes in the manner in which we operate in order to minimize or mitigate any adverse effects of changes in tax law. Prospective investors should consult their tax advisors regarding the potential consequences of changes in tax law on our business and on the ownership and disposition of our Class A common stock.

Government regulation of the Internet, mobile devices, and e-commerce is evolving, and unfavorable changes could substantially adversely affect our business, financial condition, and results of operations.

We are subject to general business regulations and laws as well as federal and state regulations and laws specifically governing the Internet, mobile devices, and e-commerce that are constantly evolving. Existing and future laws and regulations, or changes thereto, may impede the growth of the Internet, mobile devices, e-commerce, or other online services, increase the cost of providing online services, require us to change our business practices, or raise compliance costs or other costs of doing business. These evolving regulations and laws may cover taxation, tariffs, user privacy, data protection, pricing and commissions, content, copyrights, distribution, social media marketing, advertising practices, sweepstakes, mobile, electronic contracts and other communications, consumer protection, and the characteristics and quality of our services. It is not clear how existing laws governing issues such as property ownership, sales, use, and other taxes, and personal privacy apply to the Internet and e-commerce. In addition, in the future, it is possible that foreign government entities in jurisdictions in which we seek to expand our business may seek to or may even attempt to block access to our mobile applications and website. Any failure, or perceived failure, by us to comply with any of these laws or regulations could result in damage to our reputation and brand, a loss in business, and proceedings or actions against us by governmental entities or others, which could adversely affect our business, financial condition, and results of operations.

We are developing new products and services that may be subject to the authority of the Consumer Financial Protection Bureau.

We are constantly developing new products and services to make it easier for our Users to operate their businesses. These new products and services may include features that are subject to the authority of the Consumer Financial Protection Bureau, or the CFPB. The 2010 Dodd-Frank Wall Street Reform and Consumer Protection Act, or the Dodd-Frank Act, created the CFPB to assume responsibility for implementing and enforcing most federal consumer financial protection laws and a prohibition on unfair, deceptive, and abusive acts and practices. Under the Dodd-Frank Act, the CFPB can take action against companies that have violated the Dodd-Frank Act, the federal consumer financial protection laws, or CFPB regulations. Should our business change to include products and services that are subject to the CFPB's authority, we would face increased scrutiny that could result in regulatory or enforcement actions that adversely affect the operation of our business by increasing our costs or otherwise limiting our ability to provide such products and services.

Risks Related to Our Intellectual Property

If we fail to adequately protect our intellectual property rights, our competitive position could be impaired and we may lose valuable assets, generate reduced revenue and become subject to costly litigation to protect our rights.

Our success is dependent, in part, upon protecting our intellectual property rights. We rely on a combination of patents, copyrights, trademarks, service marks, trade secret laws, and contractual restrictions to establish and protect our intellectual property rights in our products and services. However, the steps we take to protect our intellectual property may be inadequate. We will not be able to protect our intellectual property if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property. Despite our precautions, it may be possible for unauthorized third parties to copy our products and use information that we regard as proprietary to create products and services that compete with ours. Some provisions in our licenses of our technology to Users and other third parties protecting against unauthorized use, copying, transfer, and disclosure of our products may be unenforceable under the laws of certain

jurisdictions and foreign countries. Further, the laws of some countries do not protect proprietary rights to the same extent as the laws of the United States. To the extent we expand our international activities, our exposure to unauthorized copying and use of our products and proprietary information may increase.

Our issued patents and any patents issued in the future may not provide us with any competitive advantages, and our patent applications may never be granted. Additionally, the process of obtaining patent protection is expensive and time consuming, and we may not be able to file and prosecute all necessary or desirable patent applications, or we may not be able to do so at a reasonable cost or in a timely manner. Even if issued, these patents may not adequately protect our intellectual property, as the legal standards relating to the infringement, validity, enforceability, and scope of protection of patent and other intellectual property rights are complex and often uncertain.

Additionally, we have registered, among other trademarks, the name “GIVBUX” in the United States and other jurisdictions. Competitors have and may continue to adopt service names similar to ours, thereby harming our ability to build brand identity and possibly leading to user confusion. There could also be potential trade name or trademark infringement claims brought by owners of other trademarks that are similar to our trademarks. Litigation or proceedings before the U.S. Patent and Trademark Office or other governmental authorities and administrative bodies in the United States and abroad may be necessary in the future to enforce our intellectual property rights and to determine the validity and scope of the proprietary rights of others. Further, we may not timely or successfully register our trademarks or otherwise secure our intellectual property.

We enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with the parties with whom we have strategic relationships and business alliances. These agreements may not be effective in preventing unauthorized use or disclosure of confidential information or controlling access to and distribution of our products or other proprietary information. Further, these agreements do not prevent our competitors from independently developing technologies that are substantially equivalent or superior to our products.

In order to protect our intellectual property rights, we may be required to spend significant resources to monitor and protect these rights. Litigation may be necessary in the future to enforce our intellectual property rights and to protect our trade secrets. Litigation brought to protect and enforce our intellectual property rights could be costly, time consuming, and distracting to management, and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims, and countersuits attacking the validity and enforceability of our intellectual property rights. Our inability to protect our proprietary technology against unauthorized copying or use, as well as any costly litigation or diversion of our management’s attention and resources, could delay further sales or the implementation of our existing products, impair the functionality of our products, delay introductions of new products, result in our substituting inferior or more costly technologies into our products, or harm our reputation or brand. In addition, we may be required to license additional technology from third parties to develop and market new products, and we may not be able to license that technology on commercially reasonable terms or at all. Our inability to license this technology could harm our ability to compete.

We have been, and may in the future be, subject to intellectual property rights claims by third parties, which are extremely costly to defend, could require us to pay significant damages and could limit our ability to use certain technologies.

Companies in the software and technology industries, including some of our current and potential competitors, own large numbers of patents, copyrights, trademarks, and trade secrets and frequently enter into litigation based on allegations of infringement or other violations of intellectual property rights. In addition, many of these companies have the capability to dedicate substantially greater resources to enforce their intellectual property rights and to defend claims that may be brought against them than we do. Any intellectual property litigation in which we become involved may involve patent holding companies or other adverse patent owners that have no relevant product revenue and against which our patents may therefore provide little or no deterrence. From time to time, third parties have asserted and may assert patent, copyright, trademark, or other intellectual property rights against us, our partners, or our Users. We have received, and may in the future receive, notices that claim we have misappropriated, misused or infringed other parties’ intellectual property rights and, to the extent we gain greater market visibility, especially by becoming a public company, we face a higher risk of being the subject of intellectual property infringement claims, which is not uncommon with respect to the technology market. In addition, our agreements with Users include indemnification provisions, under which we agree to indemnify them for losses suffered or incurred as a result of claims of intellectual property infringement and, in some cases, for damages caused by us to property or persons or other third-party claims. Large indemnity payments could harm our business, financial condition, and results of operations.

The outcome of intellectual property claims, with or without merit, could be very time consuming, could be expensive to settle or litigate and could divert our management's attention and other resources. These claims could also subject us to significant liability for damages, potentially including treble damages if we are found to have willfully infringed patents or copyrights. These claims could also result in our having to stop using technology found to be in violation of a third-party's rights. We might be required to seek a license for the intellectual property, which may not be available on reasonable terms or at all. Even if a license were available, we could be required to pay significant royalties, which would increase our operating expenses. As a result, we may be required to develop alternative non-infringing technology, which could require significant effort and expense. If we cannot license or develop technology for any infringing aspect of our business, we would be forced to limit or stop sales of certain products or services and may be unable to compete effectively. Any of these results could harm our business, financial condition, and results of operations.

Our platform makes use of open source software components, and a failure to comply with the terms of the underlying open source software licenses could negatively affect our ability to sell our products and subject us to possible litigation.

Our products incorporate and are dependent to a significant extent upon the use of open source software, and we intend to continue our use of open source software in the future. Such open source software is generally licensed by its authors or other third parties under open source licenses and is typically freely accessible, usable, and modifiable. Pursuant to such open source licenses, we may be subject to certain conditions, including requirements, depending on how the licensed software is used or modified, that we offer our proprietary software that incorporates the open source software for little or no cost, that we make available source code for modifications or derivative works we create based upon incorporating or using the open source software and that we license such modifications or derivative works under the terms of the particular open source license. This could enable our competitors to create similar offerings with lower development effort and time and ultimately could result in a loss of our competitive advantage. Further, if an author or other third party that uses or distributes such open source software were to allege that we had not complied with the conditions of one or more of these licenses, we could be required to incur significant legal expenses defending against such allegations and could be subject to significant damages, enjoined from the sale of our products that contained or are dependent upon the open source software, and required to comply with the foregoing conditions, which could disrupt the distribution and sale of some of our products. Litigation could be costly for us to defend, negatively affect our operating results and financial condition or require us to devote additional research and development resources to change our platform. The terms of many open source licenses to which we are subject have not been interpreted by U.S. or foreign courts, and there is a risk that these licenses could be construed in a way that could impose unanticipated conditions or restrictions on our ability to provide or distribute our platform. As there is little or no legal precedent governing the interpretation of many of the terms of certain of these licenses, the potential impact of these terms on our business is uncertain and may result in unanticipated obligations regarding our products and technologies. Any requirement that we make available source code for modifications or derivative works we create based upon incorporating or using open source software or that we license such modifications or derivative works under the terms of open source licenses, could be harmful to our business, financial condition, or results of operations, and could help our competitors develop products and services that are similar to or better than ours. In addition, to the extent that we have failed to comply with our obligations under particular licenses for open source software, we may lose the right to continue to use and exploit such open source software in connection with our operations and products, which could disrupt and adversely affect our business.

In addition to risks related to license requirements, usage, and distribution of open source software can lead to greater risks than the use of third-party commercial software, as open source licensors generally do not provide support, warranties, indemnification, controls on the origin or development of the software, remedies against the licensors or other contractual provisions regarding infringement claims or the quality of the code. Many of the risks associated with usage of open source software cannot be eliminated and could adversely affect our business.

Although we have established procedures to monitor the use of open source software, we rely on multiple software programmers to design our proprietary software and we cannot be certain that our programmers have never, directly or indirectly, incorporated open source software into, or otherwise used open source software in connection with, our proprietary software of which, or in a manner in which, we are not aware, or that they will not do so in the future. It is also possible that we may not be aware of all of our corresponding obligations under open source licenses. We cannot guarantee that we have incorporated open source software in our software in a manner that will not subject us to liability or in a manner that is consistent with our current policies and procedures.

We may be unable to continue to use the domain names that we use in our business or prevent third parties from acquiring and using domain names that infringe on, are similar to, or otherwise decrease the value of our brand, trademarks, or service marks.

We have registered domain names that we use in, or are related to, our business, most importantly www.toasttab.com. If we lose the ability to use a domain name, whether due to trademark claims, failure to renew the applicable registration, or any other cause, we may be forced to market our offerings under a new domain name, which could cause us substantial harm, or to incur significant expense in order to purchase rights to the domain name in question. We may not be able to obtain preferred domain names outside the United States for a variety of reasons. In addition, our competitors and others could attempt to capitalize on our brand recognition by using domain names similar to ours. We may be unable to prevent third parties from acquiring and using domain names that infringe on, are similar to, or otherwise decrease the value of our brand or our trademarks or service marks. Protecting, maintaining, and enforcing our rights in our domain names may require litigation, which could result in substantial costs and diversion of resources, which could in turn adversely affect our business, financial condition, and results of operations.

Risks Related to Operating as a Public Company

As a public reporting company, we will be subject to rules and regulations established from time to time by the SEC and PCAOB regarding our internal control over financial reporting. If we fail to establish and maintain effective internal control over financial reporting and disclosure controls and procedures, we may not be able to accurately report our financial results or report them in a timely manner.

Upon completion of this filing, we will become a public reporting company subject to the rules and regulations established from time to time by the SEC and the Public Company Accounting Oversight Board (PCAOB). These rules and regulations will require, among other things, that we establish and periodically evaluate procedures with respect to our internal control over financial reporting. Reporting obligations as a public company are likely to place a considerable strain on our financial and management systems, processes, and controls, as well as on our personnel.

In addition, as a public company we will be required to document and test our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act so that our management can certify as to the effectiveness of our internal control over financial reporting by the time our second annual report is filed with the SEC and thereafter, which will require us to document and make significant changes to our internal control over financial reporting. Likewise, our independent registered public accounting firm will be required to provide an attestation report on the effectiveness of our internal control over financial reporting at such time as we cease to be an “emerging growth company,” as defined in the JOBS Act, and we become an accelerated or large accelerated filer, although we could potentially qualify as an “emerging growth company” until as late as the fifth anniversary of the completion of this filing. We are continuing to develop and refine our disclosure controls and other procedures that are designed to ensure that information required to be disclosed by us in the reports that we will file with the SEC is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms and that information required to be disclosed in reports under the Securities Exchange Act of 1934, as amended, or the Exchange Act, is accumulated and communicated to our principal executive and financial officers. We are also continuing to improve our internal control over financial reporting, which includes hiring additional accounting and financial personnel to implement such processes and controls.

We expect to incur costs related to implementing an internal audit and compliance function in the upcoming years to further improve our internal control environment. If we identify future deficiencies in our internal control over financial reporting or if we are unable to comply with the demands that will be placed upon us as a public company, including the requirements of Section 404 of the Sarbanes-Oxley Act, in a timely manner, we may be unable to accurately report our financial results, or report them within the timeframes required by the SEC. We also could become subject to sanctions or investigations by the SEC or other regulatory authorities. In addition, if we are unable to assert that our internal control over financial reporting is effective, or if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of our internal control over financial reporting when required, investors may lose confidence in the accuracy and completeness of our financial reports, we may face restricted access to the capital markets and our stock price may be adversely affected.

Our current controls and any new controls that we develop may also become inadequate because of changes in our business, and weaknesses in our disclosure controls and internal control over financial reporting may be discovered in the future. Any failure to develop or maintain effective controls or any difficulties encountered in their implementation or improvement could cause us to fail to meet our reporting obligations, result in a restatement of our financial statements for prior periods, undermine investor confidence in us, and adversely affect the trading price of our Class A common stock. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on the New York Stock Exchange.

We identified material weaknesses in our internal controls over financial reporting and may identify additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls, which may result in material misstatements of our consolidated financial statements or cause us to fail to meet our periodic reporting obligations.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of a company's annual or interim financial statements will not be prevented or detected on a timely basis. We have experienced rapid growth, and this growth has placed considerable strain on our accounting systems, financial close and reporting process, and personnel. As a result, we identified material weaknesses in our internal control over financial reporting. These material weaknesses relate to the controls for the financial statement close process and the controls related to unusual and infrequent transactions (including accounting for complicated stock transactions and the adoption of ASU 2014-09, Revenue from Contracts with Users or ASC 606). As a result, we made immaterial revisions of our consolidated financial statements as of December 31, 2019, an immaterial audit adjustment to our consolidated financial statements as of December 31, 2020 and for the year then ended and a correction of errors relating to the financial statements for the year ended December 31, 2020 in our financial statements for the first and second quarters of 2021.

We are taking steps to remediate these material weaknesses through the development and implementation of systems, processes and controls over the financial close and reporting process. In addition, we have begun to enhance our overall control environment through hiring additional qualified accounting and financial reporting personnel and engaging external consultants with appropriate expertise for more challenging technical accounting issues which will add to the depth of our skilled and managerial resources and allow us to scale our accounting processes to match growth and changes in the business and operations. We will also continue to evaluate our IT systems and related processes to optimize automation to enhance our financial statement close process, reduce the number of manual journal entries and facilitate review controls related to our significant classes of transactions.

While we are designing and implementing new controls and measures to remediate these material weaknesses, we cannot assure you that the measures we are taking will be sufficient to remediate the material weaknesses or avoid the identification of additional material weaknesses in the future. Our failure to implement and maintain effective internal control over financial reporting could result in errors in our consolidated financial statements that could result in a restatement of our financial statements and could cause us to fail to meet our periodic reporting obligations, any of which could diminish investor confidence in us and cause a decline in the price of our common stock.

We are an emerging growth company and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our Class A common stock less attractive to investors.

For so long as we remain an "emerging growth company" as defined in the JOBS Act, we may take advantage of certain exemptions from various requirements that are applicable to public companies that are not "emerging growth companies," including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, exemptions from the requirements to hold a nonbinding advisory vote on executive compensation and obtain stockholder approval of any golden parachute payments not previously approved. We will remain an emerging growth company until the earlier of (i) the last day of the fiscal year (A) following the fifth anniversary of the completion of this filing, (B) in which we have total annual revenue of at least \$1.07 billion, or (C) in which we are deemed to be a large accelerated filer, with at least \$700 million of equity securities, which includes Class A common stock and Class B common stock, held by non-affiliates as of the prior June 30th, the end of our second fiscal quarter, and (ii) the date on which we have issued more than \$1 billion in non-convertible debt during the prior three-year period.

Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates. While we have not made such an irrevocable election, we have not delayed the adoption of any applicable accounting standards.

As a result of the reduced disclosure requirements applicable to us, investor confidence in our company and the market price of our Class A common stock may be adversely affected. We cannot predict if investors will find our Class A common stock less attractive

because we may rely on these exemptions. If some investors find our Class A common stock less attractive, there may be a less active trading market for our Class A common stock, and our stock price may be more volatile.

We will incur significant costs as a result of operating as a public company.

Prior to this filing, we operated on OTC Pink Sheets. After this filing, we will be subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, the Dodd-Frank Act, the listing requirements of the New York Stock Exchange and other applicable securities laws and regulations. The expenses incurred by public companies generally for reporting and corporate governance purposes are greater than those for private companies. For example, the Exchange Act requires, among other things, that we file annual, quarterly, and current reports with respect to our business, financial condition, and results of operations. Compliance with these rules and regulations will increase our legal and financial compliance costs, and increase demand on our systems, particularly after we are no longer an emerging growth company. In addition, as a public company, we may be subject to stockholder activism, which can lead to additional substantial costs, distract management, and impact the manner in which we operate our business in ways we cannot currently anticipate. As a result of disclosure of information in this prospectus and in filings required of a public company, our business and financial condition will become more visible, which may result in threatened or actual litigation, including by competitors. We expect these rules and regulations to increase our legal and financial compliance costs and to make some activities more difficult, time-consuming, and costly, although we are currently unable to estimate these costs with any degree of certainty.

We also expect that being a public company and being subject to new rules and regulations will make it more expensive for us to obtain directors and officers liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These laws and regulations could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as our executive officers. Furthermore, if we are unable to satisfy our obligations as a public company, we could be subject to delisting of our Class A common stock, fines, sanctions, and other regulatory action and potentially civil litigation. These factors may therefore strain our resources, divert management's attention, and affect our ability to attract and retain qualified board members and executive officers.

Our senior management team has limited experience managing a public company, and regulatory compliance obligations may divert its attention from the day-to-day management of our business.

The individuals who now constitute our senior management team have limited experience managing a publicly-traded company, interacting with public company investors and complying with the increasingly complex laws pertaining to public companies. Our senior management team may not successfully or efficiently manage our transition to being a public company subject to significant regulatory oversight and reporting obligations under federal securities laws and the continuous scrutiny of securities analysts and investors. These new obligations and constituents will require significant attention from our senior management and could divert their attention away from the day-to-day management of our business, which could adversely affect our business, financial condition, and results of operations.

Risks Related to Our Common Stock

We are a Penny Stock.

Our common stock is considered to be a "penny stock," as defined in Rule 3a51-1 promulgated by the SEC under the Exchange Act. The penny stock rules require a broker-dealer, prior to a transaction in penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document that provides information about penny stocks and the nature and level of risks in the penny stock market. These disclosure rules have the effect of reducing the level of trading activity in the secondary market for a stock that becomes subject to the penny stock rules. So long as our common stock is subject to the penny stock rules, it may be more difficult to sell our common stock.

1. Being quoted on OTC Pink Sheets could depress the trading prices of your stock, have a long-term adverse impact on your ability to raise capital in the future, increase price volatility, and decrease the likelihood that orders will be able to be executed.

Effect of Amended Rule 15c2-11 on the Company's securities.

The SEC released and published a Final Rulemaking on Publication or Submission of Quotations without Specified Information amending Rule 15c2-11 under the Exchange Act ("Amended Rule 15c2-11"). To be eligible for public quotations on an ongoing basis, Amended Rule 15c2-11 modified the "piggyback exemption" that required that (i) the specified current information about the company is

publicly available, and (ii) the security is subject to a one-sided (i.e., a bid or offer) priced quotation, with no more than four business days in succession without a quotation. Under Amended Rule 15c2-11, the Company may only rely on the piggyback exemption in certain limited circumstances. The Amended Rule 15c2-11 will require, among other requirements, that a broker-dealer has a reasonable basis for believing that information about the issuer of securities is accurate. Our security holders may find it more difficult to deposit common stock with a broker-dealer, and if deposited, more difficult to trade the securities on the Pink Sheets. The Company intends to provide the specified current information under the Exchange Act but there is no assurance that a broker-dealer will accept our common stock or if accepted, that the broker-dealer will rely on our disclosure of the specified current information.

There is very limited liquidity of the Company's common stock.

Our common stock is thinly traded on the Pink Sheets and there is a very limited market in our common stock. As a result, there is only limited liquidity in our common stock.

There are significant limitations on a shareholder's ability to re-sell shares of the Company's common stock.

Investors may have difficulty in reselling their shares due to the lack of market or state Blue Sky laws. The holders of our shares of Common Stock and persons who desire to purchase them in any trading market that might develop in the future should be aware that there may be significant state law restrictions upon the ability of investors to resell our shares. Accordingly, even if we are successful in having the shares available for trading on the OTCQB Market ("OTCQB"), investors should consider any secondary market for our securities to be a limited one. We intend to seek coverage and publication of information regarding our Company in an accepted publication which permits a "manual exemption." This manual exemption permits a security to be distributed in a particular state without being registered if the company issuing the security has a listing for that security in a securities manual recognized by the state. However, it is not enough for the security to be listed in a recognized manual. The listing entry must contain (1) the names of issuers, officers, and directors, (2) an issuer's balance sheet, and (3) a profit and loss statement for either the fiscal year preceding the balance sheet or for the most recent fiscal year of operations. We may not be able to secure a listing containing all of this information. Furthermore, the manual exemption is a non-issuer exemption restricted to secondary trading transactions, making it unavailable for issuers selling newly issued securities. Most of the accepted manuals are those published in Standard and Poor's, Moody's Investor Service, Fitch's Investment Service, and Best's Insurance Reports, and many states expressly recognize these manuals. A smaller number of states declare that they "recognize securities manuals" but do not specify the recognized manuals, while some states do not have any provisions and therefore do not expressly recognize the manual exemption.

Accordingly, shares of our common stock should be considered totally illiquid, which inhibits investors' ability to resell their shares.

The Company's common stock may be classified as a penny stock, which may increase reporting obligations for any transaction and increase the burden on any potential broker.

If a public market develops for our securities following a business combination or asset acquisition, such securities may be classified as penny stock depending upon the market price and the manner in which they are traded. The SEC has adopted Rule 15g-9b, which establishes the definition of a "penny stock", for purposes relevant to the Company, as any equity security that has a market price of less than \$5.00 per share and that is admitted to quotation but does not trade on NASDAQ or a national securities exchange. For any transaction involving a penny stock, unless exempt, the rules require the delivery by the broker of a document to investors, stating the risks of investment in penny stocks, the possible lack of liquidity, commissions paid, current quotation and investors' rights and remedies, a special suitability inquiry, regular reporting to the investor and other requirements.

The Company is an Emerging Growth Company

We qualify as an "emerging growth company" as defined in the JOBS Act. For as long as a company is deemed to be an emerging growth company, it may take advantage of specified reduced reporting and other regulatory requirements that are generally unavailable to other public companies. These provisions include:

A requirement to have only two years of audited financial statements and only two years of related Management's Discussion and Analysis included in an initial public offering registration statement;

- An exemption to provide less than five years of selected financial data in an initial public offering registration statement;

- An exemption from the auditor attestation requirement in the assessment of our internal controls over financial reporting;
- An exemption from compliance with any new or revised financial accounting standards until they would apply to private companies;
- An exemption from compliance with any new requirement adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotation or a supplement to the auditor's report in which the auditor would be required to provide additional information about the audit and the financial statement of the issuer; and reduced disclosure about our executive compensation arrangements

An emerging growth company is also exempt from Section 404(b) of the Sarbanes Oxley Act, which requires that the registered accounting firm shall, in the same report, attest to and report on the assessment on the effectiveness of the internal control structure and procedures for financial reporting. Similarly, as a Smaller Reporting Company we are exempt from Section 404(b) of the Sarbanes-Oxley Act and our independent registered public accounting firm will not be required to formally attest to the effectiveness of our internal control over financial reporting until such time as we cease being a Smaller Reporting Company.

As an emerging growth company, we are exempt from Section 14A (a) and (b) of the Exchange Act, which require stockholder approval of executive compensation and golden parachutes.

Section 107 of the JOBS Act provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. In other words, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to take advantage of the benefits of this extended transition period. Our financial statements may therefore not be comparable to those of companies that comply with such new or revised accounting standards.

We would cease to be an emerging growth company upon the earliest of:

- The first fiscal year during which our total annual gross revenues were \$1.235 billion or more;
- The first fiscal year following the fifth anniversary of the filing of this Form 10;
- The date on which we have, during the previous three-year period, issued more than \$1 billion in non-convertible debt; or
- The date on which we are deemed to be a large accelerated filer as defined in Rule 12b-2 of the Securities Exchange Act of 1934.

The Company is a smaller reporting company, and if the Company takes advantage of certain exemptions from disclosure requirements available to smaller reporting companies, this could make the securities of the Company less attractive to investors and may make it more difficult to compare the Company's performance with other public companies.

The Company is a "smaller reporting company" as defined in Rule 10(f)(1) of Regulation S-K. Smaller reporting companies may take advantage of certain reduced disclosure obligations, including, among other things, providing only two years of audited financial statements. The Company will remain a smaller reporting company until the last day of the fiscal year in which (1) the market value of the Company's common stock held by non-affiliates equals or exceeds \$250 million as of the end of the prior June 30th, or (2) the Company's annual revenues equaled or exceeded \$100 million during such completed fiscal year and the market value of the Company's common stock held by non-affiliates exceeds \$700 million as of the prior June 30th. To the extent the Company takes advantage of such reduced disclosure obligations, it may also make comparison of the Company's financial statements with other public companies difficult or impossible.

Your percentage of ownership in the Company may be diluted in the future.

Your percentage ownership in the Company may be diluted in the future because of equity issuances for acquisitions, capital market transactions or otherwise, including shares issued in connection with a business combination and equity awards that we expect

will be granted to our directors, officers and employees, whether prior to or following the closing of a business combination or asset acquisition.

Certain provisions in our articles of incorporation and bylaws, as amended, and of Nevada law, may prevent or delay an acquisition of the Company, which could decrease the trading price of our common stock.

Our articles of incorporation and our bylaws, as well as Nevada corporate law, contain provisions that are intended to deter coercive takeover practices and inadequate takeover bids by making such practices or bids unacceptably expensive to the acquirer and to encourage prospective acquirers to negotiate with our board of directors rather than to attempt a hostile takeover. These provisions include, among others:

- the inability of our stockholders to call a special meeting;
- limitations on the ability of our stockholders to present proposals or nominate directors for election at stockholder meetings;
- the right of our board of directors to issue preferred stock without stockholder approval; and
- the ability of our directors to fill vacancies on our board of directors.

Nevada law also imposes some restrictions on mergers and other business combinations between us and any holder of 15% or more of our outstanding common stock.

We believe these provisions may help protect our stockholders from coercive or otherwise unfair takeover tactics by requiring potential acquirers to negotiate with our board of directors and by providing our board of directors with more time to assess any acquisition proposal. These provisions are not intended to make our Company immune from takeovers. In addition, although we believe these provisions collectively provide for an opportunity to receive higher bids by requiring potential acquirers to negotiate with our board of directors, they would apply even if the offer may be considered beneficial by some stockholders. These provisions may also frustrate or prevent any attempts by our stockholders to replace or remove our current management team by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management.

We do not expect to pay any cash dividends for the foreseeable future.

We have not declared any cash dividends. We currently intend to retain any future earnings to finance our business operations, which involve only the search for a target business or assets, and, therefore, we do not anticipate that we will pay any cash dividends on shares of our common stock in the foreseeable future. Any determination to pay dividends in the future, whether before or after a business combination or asset acquisition, will be at the discretion of our board of directors and will be dependent upon our future financial condition, results of operations and capital requirements, general business conditions and other relevant factors as determined by our board of directors. Accordingly, if you purchase shares of our common stock, realization of a gain on your investment will depend on the appreciation of the price of our common stock, which may never occur. Investors seeking cash dividends in the foreseeable future should not purchase our common stock. See “Dividend Policy.”

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, whether before or following the closing of a business combination or asset acquisition, our stock price and any trading volume could decline.

The trading market for our securities, whether before or following the closing of a business combination or asset acquisition, depends in part on the research and reports that industry or financial analysts publish about us or our business. We do not influence or control the reporting of these analysts. If one or more of the analysts who do cover us downgrade or provide a negative outlook on our company or our industry, or the stock of any of our competitors, the price of our common stock could decline. If one or more of these analysts ceases coverage of our company, we could lose visibility in the market, which in turn could cause the price of our common stock to decline.

Our Auditor has been charged by the SEC with aiding and abetting violations of the antifraud provisions of federal securities laws

1. In an unrelated matter not pertaining to GivBux Inc., our auditor, Olayinka Oyebola & Co. (Chartered Accountants), and its principal, Olayinka Oyebola, have been charged by the Securities and Exchange Commission with aiding and abetting violations

of the antifraud provisions of the federal securities laws. The relief sought includes potential civil penalties as well as permanent injunctive relief, including an order permanently barring the auditor from acting as an auditor or accountant for U.S. public companies or providing substantial assistance in the preparation of financial statements filed with the Securities and Exchange Commission. Should the auditor be found guilty, we will be forced to replace the auditor and this could cause serious disruptions in our ability to report on time. Should we have to change auditors, this could impact us financially as the new auditor would have to review the previous work done. For more information please refer to the Securities and Exchange Commission's press release, available at <https://www.sec.gov/newsroom/pressreleases/2024-157>.

GivBux Business Description

The GivBux Super App allows its users to shop, earn rewards and donate to one's favorite charity. This App is available in IOS as well as Android and it has been developed internally by the company's IT department. A newer version of the App is currently under development and its launch is planned for Q4 of this year. The App falls under the category of a Super App which by definition is a mobile or web application that can provide multiple services including payment and instant messaging. The GivBux Super App is a self-contained payment and processing wallet which also allows users to communicate with other members along with the ability to talk to customer support, send gifts and money to other members. The company's office is located in Newport Beach, California.

There are three (3) primary sectors of activity, users, retailers and charities:

Users- The company has been doing Beta Testing on its App in order to prove the functionality of its application. The processes have been proven and used successfully in a live environment on a daily basis. There are currently a small number of users at present, we anticipate this number will rapidly increase rapidly as there is an active campaign to recruit new influencers. As we stated, users can earn rewards and donate a portion of these rewards to a charity of their choice. A system of network marketing has been put in place which will allow users to benefit from recruiting new members to download and use the App. A second category of users will be individuals who are interested in becoming a GivBux associate which allows them to recruit independent retail merchants and receive a portion of the revenue that these merchants generate. There is a subscription fee required in order to qualify as an associate.

Merchants- There are 2 types of merchant accounts, National and Independent. All National accounts are recruited and brought on board by GivBux Corporate. Independent retailers are recruited and signed by qualified GivBux associates. All retail merchants pay GivBux a marketing fee based upon the spend of the GivBux users. A portion of this fee is returned to the GivBux Associates. GivBux Associates and the remainder goes to the company. The merchants benefit from new Users, no additional processing fees or chargebacks and if the merchant gets Users to download and use the GivBux Super App, they too can earn passive income from the user's purchases.

Charities- The fundamental concept of GivBux is giving. Users must allocate a portion of their rewards to a charity of their choice. We maintain relationships with many charities and all recognized charities can become part of the GivBux ecosystem.

Revenues- We have several projected revenues streams.

The current revenue streams are:

- 1- Facility rentals- Givbux rents a premium Ocean Front facility which serves as a conference site for our Associates and offices for some of the staff. It is also rented out to third parties for special events. The facility also has some dock slips which are rented to some luxury boats
- 2- Subscription revenue- GivBux associates pay an initial subscription fee of \$149.95 and then a monthly fee of \$ 24.95/month
- 3- Transactional fees from retailers- GivBux receives a commission from each purchase performed by a GivBux user at a retailer which basically is a transactional fee ranging from 2-7%

Future revenue streams- Advertising- We will be offering to our retailers advertising opportunities in the form of static ads as well as short videos. This requires a bit of work on the App in order to function properly and efficiently.

Data- The GivBux Super App will generate a lot of data, especially on consumer purchases, tendencies and demographic tendencies. This information could be very valuable to manufacturers and retailers.

Description of GivBux Super App Payment Process

A new user receives an invitation from an existing GivBux user which allows them to download the Super App. Once familiar with the App's functions the user will then designate a charity of their choice and set the % of their rewards which are to be sent to desired charity. The users will then transfer funds to the APP via Zelle, Venmo or by linking their US bank account. The user can also purchase a closed loop (only valid at GivBux's family of merchants) prepaid GivBux Black Mastercard which can be stored in the users mobile

wallet. Upon completing a purchase, the user selects the pay option, selects the merchant, enters the amount to be paid, clicks the pay button and waits for the app to generate a bar code which is then presented to the merchant to scan in order to complete the transaction. In the case of the prepaid GivBux Black Mastercard, the card is simply presented to the merchant like any other credit card transaction. As long as the merchant is GivBux approved and there are sufficient funds, the transactions will be completed. This product has been made available to GivBux through an agreement with a third party payment processor.

Item 2. Financial Information

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 and our financial statements and related notes included elsewhere in this Registration Statement. Some of the information contained in this discussion and analysis or set forth elsewhere in this Registration Statement, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks and uncertainties. See "Cautionary Note Regarding Forward-Looking Statements." Our actual results may differ materially from those described below.

Overview

On January 15, 2021, FINRA declared effective a change of name of the Company from Senaida Tire Company, Ltd. to GivBux, Inc. (the "Company", "GivBux") and a 1-for-20 reverse split of the Company's common stock. As a condition for approval of the corporate actions, FINRA required the Company to issue 78,125,000 pre-split shares of common stock to the shareholders of GivBux Global Partners, Inc. in exchange for all of the issued and outstanding shares of common stock of GivBux Global Partners, Inc. This requirement was contrary to the terms of the amended Share Exchange Agreement between the Company and GivBux Global Partners, Inc. (the "Agreement"), as these 78,125,000 shares were required pursuant to the Agreement to be issued after the 1-for-20 reverse split, thus being post-split shares. As a result, the Company is contractually required to issue an additional 74,218,050 shares of the Company's post-split common stock to the former common stock shareholders of GivBux Global Partners, Inc., such that the total number of shares issued pursuant to the share exchange equals that number required by the Agreement. All of the shares have been issued

Share Exchange and Reorganization

On January 7, 2021 (the "Effective Date"), GivBux Global Partners, Inc. ("GivBux Global") became a 100% subsidiary of the Company. Furthermore, GivBux Global entered into and closed on a share exchange agreement with the Company and its shareholders. Pursuant to the terms of the share exchange agreement, the Company issued 78,125,000 shares of its unregistered post-split common stock to the shareholders of GivBux Global in exchange for all of the shares of GivBux Global's common stock, representing 100% of its issued and outstanding common stock and as a result of the share exchange agreement, GivBux Global became a wholly owned subsidiary of the Company.

Recapitalization

For financial accounting purposes, this transaction was treated as a reverse acquisition by the Company and resulted in a recapitalization with GivBux Global being the accounting acquirer and the Company as the acquired company. The consummation of this reverse acquisition resulted in a change of control. Accordingly, the historical financial statements prior to the acquisition are those of the accounting acquirer, GivBux, and have been prepared to give retroactive effect to the reverse acquisition completed on January 7, 2021 and represent the operations of GivBux Global. The consolidated financial statements after the acquisition date, January 7, 2021, include the balance sheets of both companies at historical cost, the historical results of GivBux Global and the results of the Company from the acquisition date. All share and per share information in the accompanying consolidated financial statements and footnotes has been retroactively restated to reflect the recapitalization.

Going Concern

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplates the Company's continuation as a going concern. The Company has incurred net losses of \$1,106,962 during the year ended December 31, 2023 and has an accumulated deficit of \$3,986,666 as of December 31, 2023. In addition, current liabilities exceed current assets by \$2,482,996 as of December 31, 2023.

Management intends to raise additional operating funds through equity and/or debt offerings. However, there can be no assurance management will be successful in its endeavors.

There are no assurances that the Company will be able to either (1) achieve a level of revenues adequate to generate sufficient cash flow from operations; or (2) obtain additional financing through either private placement, public offerings and/or bank financing necessary to support its working capital requirements. To the extent that funds generated from operations and any private placements, public offerings and/or bank financing are insufficient, the Company will have to raise additional working capital. No assurance can be given that additional financing will be available, or if available, will be on terms acceptable to the Company. If adequate working capital is not available to the Company, it may be required to curtail or cease its operations.

Due to uncertainties related to these matters, there exists a substantial doubt about the ability of the Company to continue as a going concern. The accompanying consolidated financial statements do not include any adjustments related to the recoverability or classification of asset-carrying amounts or the amounts and classification of liabilities that may result should the Company be unable to continue as a going concern.

Results of Operations

Nine months Ended September 30 2024 and Nine Months ended September 30, 2023

During the nine months ended September 30 2024 and September 30, 2023 we had limited operations other than incurring expenditures related to running the Company, and we generated revenues of \$ 330,319 and \$ 130,961, respectively. The \$330,319 revenues were generated by Facilities rentals of \$ 121,681, Subscription revenues of \$ 55,931, transactional revenue from retailers of \$ 146,567 and miscellaneous revenue of \$ 6,140. The revenues generated for the period ending 9/30/23 were generated through facilities rentals. Our operating expenses for the same periods were comprised of operating expenses of \$ 2,995,253 and \$ 981,087 and other expenses of \$212,462 and \$53,870 respectively, resulting in net loss of \$3,019,598 for the nine months ended September 30, 2024, compared to a net loss of \$903,996 for the corresponding period ending 9/30/23. Our operating expenses consisted mainly of rent, management salary, marketing, professional fees and general and administrative expenses for these periods. The increase of operating expenses was mainly due to an increase in professional fees and general and administrative expenses as well as an issuance of 6,000,000 shares for compensation of marketing services in 2024. The marketing services are primarily for stock promotion and corporate awareness.

During the nine months ended September 30, 2024 and September 30 2023, our other expenses consist of interest expenses and gain on change in fair value of derivative liabilities. The increase in other expenses was mainly due to an increase in interest expenses offset by a gain on change in fair value of derivative liabilities.

Our major expenses consist of fees to consultants, lawyers and accountants incurred in connection with our plans to become an SEC reporting company and payroll, rent and marketing. We also incur administrative expenses attendant to the trading of our common stock and the cost of maintaining our corporate charter. As a result of the filing of this Registration Statement, we have undertaken the obligation to file periodic reports with the SEC, which will entail payment of professional fees to accountants and lawyers. Otherwise, we do not expect the level of our operating expenses to change in the future until we implement a business plan or effect an acquisition.

The most recent results ending 9/30/24 show an increase in revenues due to increased commissions from retailers as well as subscription revenue. The company received its first subscription revenue starting July 2024 and as of 9/30/24 the company generated \$ 55,931 of subscription revenue as well as transactional revenue from retailers of \$ 146,567. For the same period 9/30/23 there was no subscription nor transactional revenue reported.

Years Ended December 31, 2023 and 2022

During the years ended December 31, 2023 and 2022, we had limited operations other than incurring expenditures related to running the Company, and we generated revenues of \$196,326 and \$162,857, respectively. These revenues were generated through facilities rentals and there were no subscription nor transactional revenue reported for either period. Our operating expenses for the same periods were comprised of operating expenses of \$1,233,226 and \$1,387,534 and other expenses of \$70,062 and \$30,820, respectively, resulting in net loss of \$1,106,962 for the year ended December 31, 2023 compared to a net loss of \$1,255,497 for the year ended December 31, 2022. Our operating expenses mainly consisted of professional fees, rent, marketing, stock -based compensation, management salary, and general and administrative expenses for the years ended December 31, 2023 and 2022. The decrease of operating expenses was

mainly due to a decrease of stock based-compensation, general and administrative expenses offset by an increase in professional fees and marketing expenses.

During the years ended December 31, 2023 and 2022, our other expenses consist of interest expenses and loss on change in fair value of derivative liabilities. The increase in other expenses was mainly due to an increase in interest expenses and loss on change in fair value of derivative liabilities

Our major expenses consist of fees to consultants, lawyers, accountants incurred in connection with our plans to become an SEC reporting company and payroll, rent and marketing. We also incur administrative expenses attendant to the trading of our common stock and the cost of maintaining our corporate charter. As a result of the filing of this Registration Statement, we have undertaken the obligation to file periodic reports with the SEC, which will entail payment of professional fees to accountants and lawyers. Otherwise, we do not expect the level of our operating expenses to change in the future until we implement a business plan or effect an acquisition.

Liquidity and Capital Resources

Nine months Ended September 30, 2024 and Year Ending 2023

At September 30, 2024 and December 31 2023, our current assets were \$74,835 and \$74,640 which were comprised of \$64,655 and \$41,870 cash on hand and there were current liabilities of \$3,237,072 and \$2,557,636, of which \$980,479 and \$1,026,260 were amounts owed to a related parties, promissory and convertible notes payable of \$848,623 and \$544,076, accounts payable and accrued liabilities of \$1,128,409 and \$714,986 and derivative liabilities of \$276,286 and \$32,241, respectively. The working capital deficits were \$3,162,237 and \$2,482,996, respectively.

We have not generated positive cash flows from operating activities. For the nine months ended September 30, 2024 the Company used \$293,508 in cash for operations as compared to \$491,507 for the year ending December 31, 2023.

For nine months ended September 30, 2024, net cash flows used in operating activities of \$293,508 consisting of a net loss of \$3,019,598 reduced by amortization of debt discount of \$189,713 increased by a gain on change in fair value of derivative liabilities of \$23,521 and reduced by a change in operating assets and liabilities of \$342,401 as well as stock based compensation services of \$2,280,000. For the year ending December 31, 2023, net cash flows used in operating activities of \$491,507 consisting of a net loss of \$1,106,962 reduced by stock-based compensation -management of \$95,750 and a change in operating assets and liabilities of \$0.

The stock based compensation of \$2,280,000 were for marketing services regarding potential financing, Super App sponsorship, introduction to new retailer, App promotion through influencers and general promotion of GivBux. These activities are currently ongoing.

The net cash used in the financing activities for the nine months ended September 30, 2024 was \$316,293 as compared to the net cash provided by financing activities of \$491,426 for the year ending December 31, 2023. For nine months ended September 30, 2024 and year ending 2023, we received \$103,000 and \$369,150 from loans, \$31,940 and \$157,828 advance from related parties, \$0 and \$25,000 of common stock issued, \$0 and \$60,000 in common stock subscriptions, repaid to related party of \$98,047 and \$148,552, and Convertible notes of \$279,400 and \$28,000 respectively.

Years Ended December 31, 2023 and 2022

At December 31, 2023 and 2022, our current assets were \$74,640 and \$54,285 which were comprised of \$41,870 and \$41,951 cash on hand and there were current liabilities of \$2,557,636 and \$1,903,674 of which \$1,029,535 and \$991,510 were amounts owed to a related parties, promissory and convertible notes payable of \$544,076 and \$163,900, accounts payable and accrued liabilities of \$951,784 and \$748,264 and derivative liabilities of \$32,241 and \$0, respectively. The working capital deficits were \$2,482,996 and \$1,849,389, respectively.

We have not generated positive cash flows from operating activities. For the years ended December 31, 2023 and 2022, the Company used \$491,507 and \$1,162,798 in cash for operations, respectively.

For the year ended December 31, 2023 net cash flows used in operating activities of \$491,507, consisting of a net loss of \$1,106,962, reduced by amortization of debt discount of \$11,026, loss on change in fair value of derivative liabilities of \$4,241, stock-based compensation of \$ 95,750 and reduced by a change in operating assets and liabilities of \$504,438. For the year ended December

31, 2023, net cash flows used in operating activities of \$556,048, consisting of a net loss of \$1,255,497, reduced by stock -based compensation of \$458,784 and a change in operating assets and liabilities of \$240,665.

The net cash provided by financing activities for the years ended December 31, 2023 and 2022 was \$491,426 and \$579,849, respectively. During the years ended December 31, 2023 and 2022, we received \$369,150 and \$40,500 from loans, \$157,828 and \$171,776 advance from related parties, \$25,000 and \$400,000 from issuance of common stock, \$28,000 and \$101,241 from convertible notes, \$60,000 and \$0 from stock subscription, \$0 and \$28 from bank overdraft, and repaid to related party of \$148,552 and \$121,196 and loans payable of \$0 and \$12,500, respectively.

Kenyatta Jones, our founder and director, is funding our limited operations by making advances of funds to cover some of our operating expenses. For the years ended December 31, 2023 and December 31, 2022, those advances totaled \$157,828 and \$171,776 and the Company repaid \$144,452 and \$121,496, respectively.

Other recent financing activities of the Company are as follows:

On September 30, 2019, the GivBux Global Partners, Inc. issued a \$30,000 8% convertible promissory note to Castro Berlin Roccio Christina, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On January 29, 2020, the GivBux Global Partners, Inc. issued a \$20,000 8% convertible promissory note to Divina Le, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On February 26, 2020, the GivBux Global Partners, Inc. issued a \$10,000 8% convertible promissory note to Honey Badger Capital Limited, Ross Ewaniuk, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On March 5, 2020, the GivBux Global Partners, Inc. issued a \$5,900 8% convertible promissory note to Ashley Robinson, a nonaffiliated third party. The principal amount at issuance was \$3,700. The note is convertible into the Company's common stock at a price equal to \$0.50.

On March 6, 2020, the GivBux Global Partners, Inc. issued a \$7,500 8% convertible promissory note to Honey Badger Capital Limited, Ross Ewaniuk, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On March 9, 2020, the GivBux Global Partners, Inc. issued a \$1,200 8% convertible promissory note to White Mountain Ventures, Inc., an entity controlled by Ashley Robinson, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On March 26, 2020, the Company issued a \$11,000 7% convertible promissory note to Daria Petrova, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note.

On March 5, 2021, the GivBux Global Partners, Inc. issued a \$12,300 8% convertible promissory note to Miklos Gulyas, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On April 1, 2021, the Company issued a \$679,137.00 3% demand promissory note to Bear Bull Market Dividends, Inc., an entity controlled by Kenyatto Jones, the Company's founder. This obligation, represented by a promissory note, is reflected in the financial statements as a loan from a related party. The outstanding balance represents advances made by Bear Bull Market Dividends, Inc. to GivBux Global Partners, Inc. from its inception on December 6, 2018, through September 30, 2022. On April 1, 2021, the obligation was memorialized in a written promissory note issued by the Company, payable on demand, with interest at 3% per annum. The note is unsecured and is not convertible into shares of the Company's stock. As of June 30, 2024, the Company has borrowed \$679,137.00 under this note and may not draw down any additional funds under the note.

On April 1, 2021, the Company issued a \$27,684.00 3% demand promissory note to GBX International, Inc., an entity controlled by Kenyatto Jones, the Company's founder. This obligation, documented on April 1, 2021, represented by a promissory note and is reflected in the financial statements as a loan from a related party. The outstanding balance represents advances made by GBX International, Inc. to GivBux Global Partners, Inc. from April 1, 2020, through September 30, 2022. On April 1, 2021, the obligation

was memorialized in a written promissory note issued by the Company, payable on demand, with interest at 3% per annum. The note is unsecured and is not convertible into shares of the Company's stock. As of June 30, 2024, the Company has borrowed \$27,684.00 under these notes and may not draw down any additional funds under these notes.

On April 1, 2021, the Company issued a \$286,570.00 3% demand promissory note to Kenyatto Jones, the Company's founder. This obligation is documented April 1, 2021, represented by a promissory note and is reflected in the financial statements as a loan from a related party. The outstanding balance represents advances made by Kenyatto Jones. to GivBux Global Partners, Inc. from its inception on December 6, 2018, through September 30, 2022. On April 1, 2021, the obligation was memorialized in a written promissory note issued by the Company, payable on demand, with interest at 3% per annum. The note is unsecured and is not convertible into shares of the Company's stock. As of June 30, 2024, the Company has borrowed \$286,570.00 under these notes and may not draw down any additional funds under these notes.

On January 19, 2022, the Company issued an unsecured 7% one year note for \$12,500 to FSE Law Rechtsanwaltsge, controlled by Heiko Schoppe, a nonaffiliated third party.

On March 7, 2022, the Company issued an unsecured 7% one year note for \$3,000 to Lawson Capital Partners, controlled by Moritz Zuellig, a nonaffiliated third party.

On July 26, 2022, the Company issued a \$100,000 on demand promissory note to Michael Murphy, represented by an agreement for financing of \$100,000 in cash or payment of the Company's operation expenses on behalf of the Company. The loan is free interest and due on demand with settlement of the Company's common stock at conversion price of \$1 per share. During the year ended December 31, 2022, the Company repaid the outstanding balance by issuance of 101,241 shares of common stock.

On October 13, 2022, the Company issued an unsecured 7% one year note in the principal amount of \$25,000 to Jami Marseilles, a nonaffiliated third party, of which a balance of \$12,500 remains.

On January 31, 2023, the Company issued a \$100,000 on demand promissory note to Mary Elizabeth Avery, a nonaffiliated third party. The loan is free of interest and due on demand.

On February 9, 2023, the Company issued a \$10,000 on demand promissory note to Greg Wong, a nonaffiliated third party. The loan is free of interest and due on demand.

On March 1, 2023, the Company issued a \$50,000 on demand promissory note to ILYM Group, Inc., controlled by Lisa Mullins, a nonaffiliated third party. The loan is free of interest and due on demand.

On April 5, 2023, the Company issued a \$25,000 15% fixed interest note 15% to Michael T. Brown. The loan shall be repaid within 120 days and to be paid in weekly installments. As of December 31, 2023, the loan is in default and the Company accrued an applicable penalty of 5%.

On May 19, 2023, the Company issued a \$4,000 on demand promissory note to Beau Marseilles, a nonaffiliated third party. The loan is free of interest and due on demand.

On June 20, 2023, the Company issued a \$40,000 note with fixed interest of 12% MMS Investment Group, LLC, an entity controlled by Michael Paul Sanchez, a nonaffiliated third party. The loan shall be repaid within 90 days and to be paid in bi-weekly installments. As of December 31, 2023, the loan is in default and the Company accrued applicable penalty of 5%.

On July 11, 2023, the Company issued a \$60,000 10% convertible promissory note to Step Well Malaysia Sdn. Bhd., an entity controlled by Carmen Loom, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note.

On July 12, 2023, the Company issued a \$4,150 on demand promissory note to Beau Marseilles, a nonaffiliated third party. The loan is free of interest and due on demand.

On July 17, 2023, the Company issued a \$50,000 on demand promissory note to Brooks Bailey, a nonaffiliated third party. The loan is free of interest and due on demand.

On August 22, 2023, the Company issued a \$10,000 7% convertible promissory note to Arden Wealth & Trust AG, an entity controlled by Kurt Scheollhorn, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note.

On October 6, 2023, the Company issued a one year \$10,000 7% demand promissory note to Step Well Malaysia Sdn. Bhd., an entity controlled by Carmen Loom, a nonaffiliated third party.

On November 1, 2023, the Company entered into a one year \$7,000 7% convertible promissory note with Step Well Malaysia Sdn. Bhd., an entity controlled by Carmen Loom, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note.

On December 6, 2023, the Company entered into a one year \$1,000 unsecured demand promissory note with Beau Marseilles, a nonaffiliated third party. The loan is free of interest and due on demand.

On December 26, 2023, the Company entered into a promissory note agreement with Global Prestige Development Group, an entity controlled by Andres Gomez, a nonaffiliated third party, for the principal amount of \$100,000. The Company received the amount of \$75,000 in cash, free of interest, with a maturity date of April 18, 2024. The Company recognized a debt discount of \$25,000. The debt discount is being amortized over the life of the note using the effective interest method.

On April 4, 2024, the Company entered into a \$100,000 10% convertible note agreement with Nicosel, LLC, a non-affiliate third party, controlled by Salvatore Lauria, having an initial principal amount of \$28,600 and a 10% original issue discount. Initial consideration of \$26,000 was received by the Company

We expect that the proceeds of the convertible promissory notes described above will continue to fund our operations, and that we will continue to require additional financing to maintain our existence for the next twelve months. Our management is not required to fund our operations by any contract or other obligation. In the event that we undertake to complete an acquisition that requires financing, we will likely depend on an outside source for such financing. However, we have not identified any debt or equity financing sources that can be relied upon to provide such financing.

Critical Accounting Policies

This discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which have been prepared under accounting principles generally accepted in the United States of America ("US GAAP"). The preparation of financial statements in conformity with US GAAP requires our management to make estimates and assumptions that affect the reported values of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported levels of revenue and expenses during the reporting period. Actual results could materially differ from those estimates.

Below is a discussion of accounting policies that we consider critical to an understanding of our financial condition and operating results and that may require complex judgment in their application or require estimates about matters which are inherently uncertain. A discussion of our significant accounting policies, including further discussion of the accounting policies described below, can be found in Note 2, "Summary of Significant Accounting Policies" of our Consolidated Financial Statements.

Basis of presentation

Management acknowledges that it is solely responsible for adopting sound accounting practices, establishing and maintaining a system of internal accounting control and preventing and detecting fraud. Our system of internal accounting control is designed to assure,

among other items, that 1) recorded transactions are valid; 2) valid transactions are recorded; and 3) transactions are recorded in the proper period in a timely manner to produce financial statements which present fairly the financial condition, results of operations and cash flows of our company for the respective periods being presented.

Accounting Basis

The basis is US GAAP. We utilize an accrual basis of accounting and have a December 31st year end.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

On January 1, 2018, we adopted Accounting Standards Update No. 2014-09, (*Revenue from Contracts with Users*) (*Topic 606*), which supersedes the revenue recognition requirements in Accounting Standards Codification (ASC), *Revenue Recognition*. Results for reporting periods beginning after January 1, 2018 are presented under Topic 606. The impact of adopting the new revenue standard was not material to our financial statements and there was no adjustment to beginning retained earnings on January 1, 2018.

Topic Under 606, revenue is recognized when control of the promised goods or services is transferred to our Users, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services.

We determine revenue recognition through the following steps:

- identification of the contract, or contracts, with a customer;
- identification of the performance obligations in the contract;
- determination of the transaction price;
- allocation of the transaction price to the performance obligations in the contract; and
- recognition of revenue when, or as, we satisfy a performance obligation.

We recognize revenues based on monthly fees for services provided to Users. Some Users prepay for annual services and we defer such amounts and amortizes them into revenues as the service is provided.

The adoption of Topic 606 has no impact on our financials as we have not generated any revenues.

Stock-based Compensation

ASC 718, *Compensation – Stock Compensation*, prescribes accounting and reporting standards for all share-based payment transactions in which employee services are acquired. Transactions included recurring liabilities, or issuing or offering to issue shares, options and other equity instruments such as employee stock ownership plans and stock appreciation rights. Share-based payments to employees, including grants of employee stock options, are recognized as compensation expense in the financial statements based on their fair values. That expense is recognized in the period of grant.

We account for stock-based compensation issued to non-employees and consultants in accordance with the provisions of ASC 505-50, *Equity – Based Payments to Non-Employees*. Measurement of share-based payment transactions with non-employees is based on the fair value of whichever is more reliably: (a) the goods or services received; or (b) the equity instruments issued. The fair value of the share-based payment transaction is determined at the earlier of performance commitment date or performance completion date.

For the years ended December 2023 and 2022, we issued no shares for expenses and payment on our liabilities. We issued 0 shares of common stock and 0 shares of common stock during the years ended December 31, 2023 and 2022, respectively.

Property and Equipment

Expenditures for major equipment are capitalized when such costs are determined to extend the useful life of the asset or are part of the cost of acquiring the asset. Maintenance and repair costs are charged to expense as incurred. Gains and losses on sales of property used in operations are classified within operating expenses.

For financial reporting purposes, we record depreciation and amortization of property and equipment on a straight-line basis over the asset's service life or related lease term, if shorter. For income tax purposes, depreciation is computed using accelerated methods when applicable.

Related Parties

We follow subtopic 850-10 of the FASB Accounting Standards Codification for the identification of related parties and disclosure of related party transactions.

Pursuant to Section 850-10-20 the related parties include **a.** affiliates of the Company; **b.** entities for which investments in their equity securities would be required, absent the election of the fair value option under the Fair Value Option Subsection of Section 825-10-15, to be accounted for by the equity method by the investing entity; **c.** trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; **d.** principal owners of the Company; **e.** management of the Company; **f.** other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and **g.** other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

The financial statements shall include disclosures of material related party transactions, other than compensation arrangements, expense allowances, and other similar items in the ordinary course of business. However, disclosure of transactions that are eliminated in the preparation of consolidated or combined financial statements is not required in those statements. The disclosures shall include: **a.** the nature of the relationship(s) involved; **b.** a description of the transactions, including transactions to which no amounts or nominal amounts were ascribed, for each of the periods for which income statements are presented, and such other information deemed necessary to an understanding of the effects of the transactions on the financial statements; **c.** the dollar amounts of transactions for each of the periods for which income statements are presented and the effects of any change in the method of establishing the terms from that used in the preceding period; and **d.** amounts due from or to related parties as of the date of each balance sheet presented and, if not otherwise apparent, the terms and manner of settlement."

Fair Value of Financial Instruments

We follow paragraph 825-10-50-10 of the FASB Accounting Standards Codification for disclosures about fair value of its financial instruments and paragraph 820-10-35-37 of the FASB Accounting Standards Codification ("Paragraph 820-10-35-37") to measure the fair value of its financial instruments.

The carrying amounts of our financial assets and liabilities, such as cash and accrued expenses approximate their fair values because of the short maturity of these instruments."

Fair Value Measurements

We adopted the provisions of ASC Topic 820, "Fair Value Measurements and Disclosures", which defines fair value as used in numerous accounting pronouncements, establishes a framework for measuring fair value and expands disclosure of fair value measurements.

The estimated fair value of certain financial instruments, including cash and cash equivalents are carried at historical cost basis, which approximates their fair values because of the short-term nature of these instruments.

ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs

and minimize the use of unobservable inputs when measuring fair value. ASC 820 describes three levels of inputs that may be used to measure fair value:

Level 1 — quoted prices in active markets for identical assets or liabilities

Level 2 — quoted prices for similar assets and liabilities in active markets or inputs that are observable

Level 3 — inputs that are unobservable (for example cash flow modeling inputs based on assumptions)”

We have no assets or liabilities valued at fair value on a recurring basis.

Derivative Financial Instruments

We account for freestanding contracts that are settled in a company’s own stock, including common stock warrants, to be designated as an equity instrument or generally as a liability. A contract so designated is carried at fair value on a company’s balance sheet, with any changes in fair value recorded as a gain or loss in a company’s results of operations.

We record all derivatives on the balance sheet at fair value, adjusted at the end of each reporting period to reflect any material changes in fair value, with any such changes classified as changes in derivatives valuation in the statement of operations. The calculation of the fair value of derivatives utilizes highly subjective and theoretical assumptions that can materially affect fair values from period to period. The recognition of these derivative amounts does not have any impact on cash flows.

At the date of the conversion of any convertible debt, the pro-rata fair value of the related embedded derivative liability is transferred to additional paid-in capital.

There was \$32,241 and \$0 in derivative activity for the years ending December 31, 2023 and 2022, respectively. We recorded a loss in change in fair value of derivative liability of \$4,241 for the year ended December 31, 2023.

Basic and Diluted Income (Loss) Per Share

We compute income (loss) per share in accordance with FASB ASC 260. Basic earnings (loss) per share is computed using the weighted-average number of common shares outstanding during the period. Diluted earnings (loss) per share is computed using the weighted-average number of common shares and the dilutive effect of contingent shares outstanding during the period. Potentially dilutive contingent shares, which primarily consist of convertible notes, stock issuable to the exercise of stock options and warrants have been excluded from the diluted loss per share calculation because their effect is anti-dilutive. As of December 31, 2023 and December 31, 2022, we had no dilutive instrument because the outstanding convertible preferred stock would cause an anti-dilutive effect.

Income Taxes

We account for income taxes under the provisions of the ASC Topic No. 740, Income Taxes (ASC 740) which requires recognition of deferred tax liabilities and assets for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax liabilities and assets are determined based on the difference between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse.

Cash Flows Reporting

We adopted paragraph 230-10-45-24 of the FASB Accounting Standards Codification for cash flows reporting, classifies cash receipts and payments according to whether they stem from operating, investing, or financing activities and provides definitions of each category, and uses the indirect or reconciliation method (“Indirect method”) as defined by paragraph 230-10-45-25 of the FASB Accounting Standards Codification to report net cash flow from operating activities by adjusting net income to reconcile it to net cash flow from operating activities by removing the effects of (a) all deferrals of past operating cash receipts and payments and all accruals of expected future operating cash receipts and payments and (b) all items that are included in net income that do not affect operating cash receipts and payments. We report the reporting currency equivalent of foreign currency cash flows, using the current exchange rate at the time of the cash flows and the effect of exchange rate changes on cash held in foreign currencies is reported as a separate item in the

reconciliation of beginning and ending balances of cash and cash equivalents and separately provides information about investing and financing activities not resulting in cash receipts or payments in the period pursuant to paragraph 830-230-45-1 of the FASB Accounting Standards Codification.”

Recently Issued Accounting Pronouncements

Recent accounting pronouncements issued by the FASB, including its Emerging Issues Task Force, the American Institute of Certified Public Accountants, and the Securities and Exchange Commission are not believed by management to have a material impact on our present or future financial statements.

Item 3. Properties

We do not own any real property. On March 1, 2021, the Company entered into lease agreements to rent office and marina spaces for a three-year term at \$29,250 per month for the first twelve months. The Company leases its office at 2801 W Coast Hwy, Suite 200, Newport Beach CA 92663

In accordance with ASC 842, the Company recognized operating lease ROU assets and lease liabilities as follows:

LEASES

On March 1, 2021, the Company entered into lease agreements to rent office and marina spaces for a three-year term at \$29,250 per month for the first twelve months.

In accordance with ASC 842, the Company recognized operating lease ROU assets and lease liabilities as follows:

The components of lease expense were as follows:

	Six Month Ended June 30	
	2024	2023
Lease cost:		
Operating lease cost	\$ 256,380	\$ 164,742
	<u>\$ 256,380</u>	<u>\$ 164,742</u>

Supplemental cash flow information related to leases was as follows:

	Six Months Ended December 31	
	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 153,001	\$ 229,642
Weighted-average remaining lease term - operating leases (year)		.67
Weighted-average discount rate — operating leases	0.00%	3.35%

Supplemental balance sheet information related to leases was as follows:

	June 30, 2024	December 31, 2023
Operating lease right-of-use asset	\$ 60,357	\$ 60,357
Operating lease liabilities:		
Current portion	\$ 62,323	\$ 62,323
Non-current portion	-	0
	<u>\$ 0</u>	<u>\$62,323</u>

Item 4. Security Ownership of Certain Beneficial Owners and Management.

Set forth below is information regarding the beneficial ownership of our common stock as of December 31, 2024 by (i) each of our directors and executive officers, (ii) each person whom we know owned, beneficially, more than 5% of the outstanding shares of our common stock, and (iii) all of our current directors and executive officers as a group. We believe that, except as otherwise noted below, each named beneficial owner has sole voting and investment power with respect to the shares listed. Unless otherwise indicated herein, beneficial ownership is determined in accordance with the rules of the SEC, and includes voting or investment power with respect to shares beneficially owned.

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Name and Address of Beneficial Owner	Shares of Common Stock (2)	Shares of Common Stock Underlying Convertible Securities (2)	Total Percent of Class (4)
Kenyatto Jones, Founder, Chief Strategist, President, The Bear Bull, Inc. (1)(3)	70,000,000	0	74.01%
Umesh Singh, President, Director (1)	0	0	0%
Michael Arnkvarn, Director (1)	25,000	0	.0026%
Robert Thompson, Director (1) (2) Secretary, Treasurer	160,000	0	.177%
All executive officers and directors as a group (3 People)	70,185,000	0	74.21%
5% or more stockholders			
Kenyatto Jones (4)	70,000,000	0	74.01%

(1) Unless otherwise indicated, the address for Directors, Officers, and beneficial owners is 2751 W Coast Hwy Suite 200 Newport Beach, Ca 92663

(2) Unless otherwise indicated, all shares are owned directly by the beneficial owner.

(3) The Bear Bull, Inc. is an entity 100% controlled by Kenyatto Jones.

(4) Based on 94,572,767 shares of common stock outstanding as of June 30, 2024. Shares of common stock underlying convertible securities held by any person, which securities are currently exercisable or exercisable within 60 days of June 30, 2024, are deemed outstanding for purposes of computing the percentage ownership of the person holding such convertible securities, but are not deemed outstanding for purposes of computing the percentage ownership of any other person.

Item 5. Directors, Executive Officers, and Key Personnel

Our directors and executive officers, and their ages as of June 30, 2024, are as follows:

Name	Position	Age
Executive Officers:		
Kenyatto Jones	Founder and Chief Strategist	50
Umesh Singh	President and Director	63
Michael Arnkvarn	Director	64
Robert Thompson	Director, Secretary and Treasurer	77

There are no family relationships between any director, executive officer or significant employee.

Our directors will hold office until the next annual meeting of shareholders and until his or her successor(s) have been duly elected and qualified. Directors are elected at the annual meetings to serve for one-year terms. Officers are elected by, and serve at the discretion of, the board of directors.

Kenyatto (Ken) Jones, Founder and Chief Strategist. Ken is both a seasoned executive with hands-on experience within the start-up world and a successful serial entrepreneur. Ken has more than 20 years of executive experience and a proven track record of success including key roles in several successful companies. He has served as Chief Executive Officer and Chairman of a healthy beverage company; Vice President of Operations and Director of Customer Service for an internet technology company; and Lead Consultant for numerous successful business startups, several of which he helped evolve into publicly traded companies.

Prior to becoming a Founding Director at GivBux, Ken was the second largest shareholder/owner of Sharing Services Global Corp., publicly traded company, where he played a variety of crucial roles in the company's formation and growth, including recruiting key personnel, (most notably the company's master distributor), fund-raising, brand-building and successfully orchestrating the company's transition to a publicly traded company. Ken has proven to be a skillful and knowledgeable leader with the ability to leverage his skills across the entire business spectrum. His international connections within the global investment community, coupled with his intimate understanding of the peculiarities of the over-the-counter exchange (OTC), make him an ideal candidate for any corporation looking to scale or gain access to the capital markets.

Ken is a true visionary, focused on success, who has always dedicated himself to ensuring an innovative, safe and successful environment for employees, members and staff. Ken sees GivBux as the pre-eminent opportunity to focus on his heart's passion; giving back to people and creating opportunities for others to give back to their communities.

Umesh Tim Singh, AAT, CMA, CPA, President and Director. Umesh Tim Singh is a Certified Professional Accountant with more than 25 years of experience in Accounting and Finance. After spending two years at Price Waterhouse Cooper, he went on to Hayes Stuart Little & Company (now Grant Thornton), where he was Senior Accountant-Manager for two years before spending 10 more years as a Partner.

Umesh is fluent and expert in virtually all aspects of corporate accounting, including budget and cash flow forecast, income tax, oversight on audits for both large private companies and nonprofits, mergers and acquisitions, buy-sell agreements, arbitration of settlement disputes, and preparation of financial statements. Here at Givbux, Umesh is also appreciated for his strong analytical skills, his expertise in customer & inter-company relations, his talent for complex problem solving, and his excellent organizational and communication skills.

Umesh is a valuable member of the Givbux Board offering expertise in a wide range of areas, including providing the company with leadership and expert advice on corporate accounting and financial matters.

Michael Arnkvorn, Director. Mr. Arnkvorn is a seasoned veteran with over 30 years of business experience in management, sales and marketing. He has been the Manager of medium to large Agri-Business and Environmental businesses before venturing into the world of Natural Health Products and Natural Cosmetics. He founded Collagenna Skin Care Products in 2004 and this company was initially a cosmetic MLM selling eastern European Cosmetics in the North American market. Today the company is no longer in the MLM space but it has developed its own, highly successful Collagenna Skin Care brand. He has been the CEO of several small cap publicly traded companies and is very familiar with the OTC markets. In 2014 Michael was part of the founding team of a start-up Cannabis company which eventually was sold for over \$ 800 million in 2019 to another US cannabis company. Most recently Michael was the COO of another cannabis privately held Canadian Corporation. He oversaw the daily operations and business development of the all of the Canadian business units. He is a team builder who surrounds himself with some of the best talent available.

Robert Thompson, Director, Secretary and Treasurer. Robert (Bob) Thompson has a strong background in business management, including extensive experience in operating and managing publicly traded companies and negotiating acquisitions, mergers and contracts. As CTO for Optec, Inc., a division of Automotive Products, Inc., Bob was instrumental in developing and marketing the Optec Fuel Maximize Technology, a hydrogen device for reducing carbon emissions for gasoline and diesel combustion engines, for which he has filed for both domestic and international patents. Bob has over 15 years' experience as a head design engineer and has started and successfully operated a large environmental manufacturing company.

Bob has successfully taken three companies public over a 20-year period and as a Director of GivBux he will be our primary liaison with the SEC and FINRA to ensure that all quarterly and annually filings are submitted on a timely basis. He will also be instrumental in overseeing the company's preparation and issuance of timely press releases to keep our shareholders and the public aware of our progress.

During the past five years, none of the persons identified above has been involved in any bankruptcy or insolvency proceeding or convicted in a criminal proceeding, excluding traffic violations and other minor offenses.

Compliance with Section 16(a) of the Exchange Act

Section 16(a) of the Exchange Act will require our executive officers and directors and persons who own more than 10% of common stock to file with the SEC initial statements of beneficial ownership, reports of changes in ownership and annual reports concerning their ownership of our common stock and other equity securities, on Form 3, 4 and 5, respectively. Executive officers, directors and greater than 10% shareholders are required by Securities and Exchange Commission regulations to furnish our company with copies of all Section 16(a) reports they file.

Board Committees

We do not have a formal Audit Committee, Compensation Committee, or Nominating and Corporate Governance Committee. As our business expands, particularly following the closing of a business combination or asset acquisition, our board of directors will evaluate the necessity of forming one or more of the aforementioned committees.

Code of Ethics

We have not adopted a code of ethics to apply to our executive officers, directors or persons performing similar functions.

Item 6. Executive Compensation.

SUMMARY COMPENSATION TABLE

The following table sets forth information regarding compensation paid, distributed or accrued by us for the years ended December 31, 2023 and 2022 by our principal executive officers (the “Named Executive Officer”).

Name and Principal Position	Year	Salary \$	All Other Compensation \$	Total (\$)
Kenyatto Jones Founder	2022	\$ 30,000	N/A	\$ 30,000 Accrued
	2023	\$ 120,000	N/A	\$ 120,000 Accrued
Robert Thompson CEO	2022	\$ 12,000	160,000 shares	\$ 3,000 Accrued
	2023	\$ 0		\$ 0
Umesh Singh Present CEO	2022	N/A	N/A	
	2023	N/A	N/A	
Michael Arnkvarn Director	2022	N/A	N/A	
	2023	N/A	N/A	

Resignation, Retirement, Other Termination, or Change in Control Arrangements

We have no contract, agreement, plan or arrangement, whether written or unwritten, that provides for payments to our directors or our Named Executive Officers at, following, or in connection with the resignation, retirement or other termination of such persons, or a change in control of our company or a change in the responsibilities of our directors or Named Executive Officers following a change in control.

Option Grants.

We have not granted any stock options or restricted stock to any of our Named Executive Officers or directors.

Aggregated Option Exercises and Fiscal Year-End Option Value.

No stock options have been granted to or exercised by our Named Executive Officers or directors.

Long-Term Incentive Plan (“LTIP”) Awards.

We have not granted any LTIP awards to any of our Named Executive Officers or directors.

Corporate Governance

We do not have an audit committee or a compensation committee. We also do not have an audit committee financial expert, because the cost related to retaining a financial expert at this time would be prohibitive in our circumstances. Further, because there are only development stage operations occurring at the present time, we believe the services of a financial expert are not warranted. We do not currently have any independent directors as defined by Marketplace Rule 5605(a)(2) of the Nasdaq Stock Market, Inc.

Employment Agreements

On March 26, 2021, the Company entered into a Management Agreement with Mr Robert Thompson. The agreement has an indefinite term until terminated by either party and requires that Mr. Thompson provides consulting and management services for the Company. Mr. Thompson will be paid \$36,000 per year in cash and will also be paid in shares of Company stock based on the actual cost of providing management services to the Company.

DIRECTOR and OFFICER COMPENSATION

During the year ended December 31, 2022, the Company accrued \$33,000 and paid \$9,000 management fees and issued 160,000 shares of common stock to the Company’s Mr Robert Thompson. The Company valued 160,000 shares of common stock at \$1.50 per share based on subscription agreements signed with investors in cash during October and November 2022 for the amount of \$240,000.

During the year ended December 31, 2023, the Company accrued \$120,000 and paid \$0 management fees.

Information regarding Director and Officer compensation during 2023 is described in the Summary Compensation Table above.

Item 7. Certain Relationships and Related Transactions.***Loans from Related Parties***

During the year ended December 31, 2023, the Company borrowed \$157,828 from Bear Bull Market Dividends and repaid \$148,552 to Bear Bull Market Dividends. During the year ended December 31, 2023, the Company recorded interest expense of \$28,750. As of December 31, 2023, and 2022, the Company had notes payable related parties of \$934,854 and \$925,578 and accrued interest of \$91,406 and \$62,657, respectively. The notes are unsecured, 3% interest bearing and due on demand.

On April 1, 2021, the Company issued a \$679,137 3% demand promissory note to Bear Bull Market Dividends, Inc., an entity controlled by Kenyatto Jones, the Company’s founder. This obligation, documented on April 1, 2021, represented by a promissory note and is reflected in the financial statements as a loan from a related party. The outstanding balance represents advances made by Bear Bull Market Dividends, Inc. to GivBux Global Partners, Inc. from its inception on December 6, 2018, through September 30, 2022. On April 1, 2021, the obligation was memorialized in a written promissory note issued by the Company, payable on demand, with interest at 3% per annum. The note is unsecured and is not convertible into shares of the Company’s stock.

On April 1, 2021, the Company issued a \$27,684 3% demand promissory note to GBX International, Inc., an entity controlled by Kenyatto Jones, the Company’s founder. This obligation, documented on April 1, 2021, represented by a promissory note and is reflected

in the financial statements as a loan from a related party. The outstanding balance represents advances made by GBX International, Inc. to GivBux Global Partners, Inc. from April 1, 2020, through September 30, 2022. On April 1, 2021, the obligation was memorialized in a written promissory note issued by the Company, payable on demand, with interest at 3% per annum. The note is unsecured and is not convertible into shares of the Company's stock.

On April 1, 2021, the Company issued a \$286,570 3% demand promissory note to Kenyatto Jones, the Company's founder. This obligation is documented April 1, 2021, represented by a promissory note and is reflected in the financial statements as a loan from a related party. The outstanding balance represents advances made by Kenyatto Jones. to GivBux Global Partners, Inc. from its inception on December 6, 2018, through September 30, 2022. On April 1, 2021, the obligation was memorialized in a written promissory note issued by the Company, payable on demand, with interest at 3% per annum. The note is unsecured and is not convertible into shares of the Company's stock.

Due to related party

As of June 30, 2024 and December 31, 2023 the company had notes payable to related parties \$ 905,428 and \$ 934,854 and accrued interest of \$ 105,107 and \$ 91,406 respectively. The notes are unsecured, 3% interest bearing and due on demand. This is due to an entity BearBull Dividendsowned by Kenyatto Jones, the Company's founder

As of December 31, 2023, and December 31, 2022, the Company had \$3,275 and \$0 due to Kenyatto Jones

Accounts Payable and Accrued Liabilities

The following table summarizes the components of the Company's accounts payable and accrued liabilities as of the dates presented:

	June 30, 2024	December 31, 2023
Trade payable	\$ 172,207	\$ 174,475
Bank overdraft	-	
Salary payable	338,000	278,000
Accrued interest	73,593	60,669
Other current liabilities	548,035	376,317
	<u>\$ 1,131,835</u>	<u>\$ 889,461</u>

Notes Payable

On January 19, 2022, the Company issued an unsecured 7% one year note for \$12,500 to FSE Law Rechtsanwaltsge, controlled by Heiko Schoppe, a nonaffiliated third party.

On March 7, 2022, the Company issued an unsecured 7% one year note for \$3,000 to Lawson Capital Partners, controlled by Moritz Zuellig, a nonaffiliated third party.

On July 26, 2022, the Company issued a \$100,000 on demand promissory note to Michael Murphy, represented by an agreement for financing of \$100,000 in cash or payment of the Company's operation expenses on behalf of the Company. The loan is free interest and due on demand with settlement of the Company's common stock at conversion price of \$1 per share. During the year ended December 31, 2022, the Company repaid the outstanding balance by issuance of 101,241 shares of common stock.

On October 13, 2022, the Company issued an unsecured 7% one year note in the principal amount of \$25,000 to Jami Marseilles, a nonaffiliated third party, of which a balance of \$12,500 remains.

On January 31, 2023, the Company issued a \$100,000 on demand promissory note to Mary Elizabeth Avery, a nonaffiliated third party. The loan is free of interest and due on demand.

On February 9, 2023, the Company issued a \$10,000 on demand promissory note to Gregory Wong, a nonaffiliated third party. The loan is free of interest and due on demand.

On March 1, 2023, the Company issued a \$50,000 on demand promissory note to ILYM Group, Inc., controlled by Lisa Mullins, a nonaffiliated third party. The loan is free of interest and due on demand.

On April 5, 2023, the Company issued a \$25,000 15% fixed interest note 15% to Michael T. Brown. The loan shall be repaid within 120 days and to be paid in weekly installments. As of December 31, 2023, the loan is in default and the Company accrued an applicable penalty of 5%.

On May 19, 2023, the Company issued a \$4,000 on demand promissory note to Beau Marseilles, a nonaffiliated third party. The loan is free of interest and due on demand.

On June 20, 2023, the Company issued a \$40,000 note with fixed interest of 12% MMS Investment Group, LLC, an entity controlled by Michael Paul Sanchez, a nonaffiliated third party. The loan shall be repaid within 90 days and to be paid in bi-weekly installments. As of December 31, 2023, the loan is in default and the Company accrued applicable penalty of 5%.

On July 12, 2023, the Company issued a \$4,150 on demand promissory note to Beau Marseilles, a nonaffiliated third party. The loan is free of interest and due on demand.

On July 17, 2023, the Company issued a \$50,000 on demand promissory note to Brooks Bailey, a nonaffiliated third party. The loan is free of interest and due on demand.

On October 6, 2023, the Company issued a one year \$10,000 7% demand promissory note to Step Well Malaysia Sdn. Bhd., an entity controlled by Carmen Loom, a nonaffiliated third party.

On December 6, 2023, the Company entered into a one year \$1,000 unsecured demand promissory note with Beau Marseilles, a nonaffiliated third party. The loan is free of interest and due on demand.

On December 26, 2023, the Company entered into a promissory note agreement with Global Prestige Development Group, an entity controlled by Andres Gomez, a nonaffiliated third party, for the principal amount of \$100,000. The Company received the amount of \$75,000 in cash, free of interest, with a maturity date of April 18, 2024. The Company recognized a debt discount of \$25,000. The debt discount is being amortized over the life of the note using the effective interest method.

Convertible Notes Payable

On September 30, 2019, the GivBux Global Partners, Inc. issued a \$30,000 8% convertible promissory note to Castro Berlin Roccio Christina, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On January 29, 2020, the GivBux Global Partners, Inc. issued a \$20,000 8% convertible promissory note to Divina Le, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On February 26, 2020, the GivBux Global Partners, Inc. issued a \$10,000 8% convertible promissory note to Honey Badger Capital Limited, Ross Ewaniuk, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On March 5, 2020, the GivBux Global Partners, Inc. issued a \$5,900 8% convertible promissory note to Ashley Robinson, a nonaffiliated third party. The principal amount at issuance was \$3,700. The note is convertible into the Company's common stock at a price equal to \$0.50.

On March 6, 2020, the GivBux Global Partners, Inc. issued a \$7,500 8% convertible promissory note to Honey Badger Capital Limited, Ross Ewaniuk, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On March 9, 2020, the GivBux Global Partners, Inc. issued a \$1,200 8% convertible promissory note to White Mountain Ventures, Inc., an entity controlled by Ashley Robinson, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On March 26, 2020, the Company issued a \$11,000 7% convertible promissory note to Daria Petrova, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note.

On March 5, 2021, the GivBux Global Partners, Inc. issued a \$12,300 8% convertible promissory note to Miklos Gulyas, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On July 11, 2023, the Company issued a \$60,000 10% convertible promissory note to Step Well Malaysia Sdn. Bhd., an entity controlled by Carmen Loom, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note.

On August 22, 2023, the Company issued a \$10,000 7% convertible promissory note to Arden Wealth & Trust AG, an entity controlled by Kurt Scheollhorn, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note.

On November 1, 2023, the Company entered into a one year \$7,000 7% convertible promissory note with Step Well Malaysia Sdn. Bhd., an entity controlled by Carmen Loom, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note.

On April 4, 2024, the Company entered into a \$100,000 10% convertible note agreement with Nicosel, LLC, a non-affiliate third party, controlled by Salvatore Lauria, having an initial principal amount of \$28,600 and a 10% original issue discount. Initial consideration of \$26,000 was received by the Company

Item 8. Legal Proceedings.

There are no legal proceedings material to our business or financial condition pending and, to the best of our knowledge, no such legal proceedings are contemplated or threatened.

Item 9. Market Price of, and Dividends on, the Registrant's Common Equity and Related Stockholder Matters.

(a) Market for the Common Stock

Our common stock is quoted on the OTC Pink Market under the symbol "GBUX". The bid quotations reported on the OTC Pink Market reflect inter-dealer prices without retail markup, markdown or commissions, and may not necessarily represent actual transactions.

Our common stock is very thinly traded. The quoted bid and asked prices for our common stock vary from week to week. An investor holding shares of our common stock may find it difficult to sell the shares and may find it impossible to sell more than a small number of shares at the quoted bid price.

(a-1) Restrictions on Availability of Rule 144 for resale of the Company's shares

Section 5 of the Securities Act forbids the sale of securities in the United States unless accompanied by a prospectus or exempted from the prospectus delivery requirement. A principal exemption relied upon by shareholders is the safe harbor provided by Rule 144 under the Securities Act, which permits the resale of securities by holders who satisfy the requirements of that Rule.

(b) Derivative Securities

There are no outstanding securities that are convertible into our common stock or that provide the holder a right to purchase shares of our common stock or any other security issued by our company, other than:

- On September 30, 2019, GivBux Global Partners, Inc. issued a \$30,000 8% convertible promissory note to Castro Berlin Roccio Christina, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50. The note is fully funded and has accrued \$10,200 in interest.
- On January 29, 2020, GivBux Global Partners, Inc. issued a \$10,000 8% convertible promissory note to Divina Le, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50. The note is fully funded and has accrued \$2,833 in interest.
- On February 26, 2020, the GivBux Global Partners, Inc. issued a \$10,000 8% convertible promissory note to Honey Badger Capital Limited, an entity controlled by Ross Ewaniuk, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50. The note is fully funded and has accrued \$3,067 in interest.
- On March 5, 2020, the GivBux Global Partners, Inc. issued a \$5,900 8% convertible promissory note to Ashley Robinson, a nonaffiliated third party. The principal amount at issuance was \$3,700. The note is convertible into the Company's common stock at a price equal to \$0.50. The balance available for funding on the note is \$2,300 and has accrued \$1,809 in interest.
- On March 6, 2020, the GivBux Global Partners, Inc. issued a \$7,500 8% convertible promissory note to Honey Badger Capital Limited, an entity controlled by Ross Ewaniuk, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50. The note is fully funded and has accrued \$2,300 in interest.
- On March 9, 2020, the GivBux Global Partners, Inc. issued a \$1,200 8% convertible promissory note to White Mountain Ventures, Inc., an entity controlled by Ashley Robinson, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50. The note is fully funded and has accrued \$368 in interest.
- On March 26, 2020, the Company issued a \$11,000 7% convertible promissory note to Daria Petrova, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note. The note is fully funded and has accrued \$22,500 in interest.
- On March 5, 2021, the GivBux Global Partners, Inc. issued a \$12,300 8% convertible promissory note to Miklos Gulyas, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50. The note is fully funded and has accrued \$2,561 in interest.
- On July 26, 2022, the Company issued a \$100,000 on demand promissory note to Michael Murphy, represented by an agreement for financing of \$100,000 in cash or payment of the Company's operation expenses on behalf of the Company. The loan is free interest and due on demand with settlement of the Company's common stock at conversion price of \$1 per share. During the year ended December 31, 2022, the Company repaid the outstanding balance by issuance of 101,241 shares of common stock.
- On July 11, 2023, the Company issued a \$11,000 7% convertible promissory note to Step Well Malaysia Sdn. Bhd., an entity controlled by Carmen Loom, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note. The note is fully funded and has accrued \$365 in interest.
- On August 22, 2023, the Company issued a \$10,000 7% convertible promissory note to Arden Wealth & Trust AG, an entity controlled by Kurt Scheollhorn, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note. The note is fully funded and has accrued \$251 in interest.
- On November 1, 2023, the Company entered into a one year \$7,000 7% convertible promissory note with Step Well Malaysia Sdn. Bhd., an entity controlled by Carmen Loom, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note. The note is fully funded and has accrued \$81 in interest.
- On April 4, 2024, the Company entered into a \$100,000 10% convertible note agreement with Nicosel, LLC, a non-affiliate third party, controlled by Salvatore Lauria, having an initial principal amount of \$28,600 and a 10% original issue discount. Initial consideration of \$26,000 was received by the Company

(c) Shareholders of Record

As of January 11, 2025, there were 330 holders of record of our common stock.

(d) Dividends

We have never paid or declared any cash dividends on our common stock and do not plan to do so in the foreseeable future. We intend to retain any future earnings for the operation of the business, including the search for a target business or assets. Any decision as to future payment of dividends will depend on our available earnings, capital requirements, general financial condition and other factors deemed pertinent by the Board of Directors.

(e) Securities Authorized for Issuance Under Equity Compensation Plans

Our Board of Directors has not adopted any equity compensation plan for our company.

Item 10. Recent Sales of Unregistered Securities.

Since September 30, 2019, we have issued and sold the unregistered securities described below. All of the issuances were made under Section 4(a)(2) of the Securities Act of 1933.

On September 30, 2019, the GivBux Global Partners, Inc. issued a \$30,000, 8% convertible promissory note to Castro Berlin Roccio Christina, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On January 29, 2020, GivBux Global Partners, Inc. issued a \$10,000 8% convertible promissory note to Divina Le, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On February 26, 2020, the GivBux Global Partners, Inc. issued a \$10,000 8% convertible promissory note to Honey Badger Capital Limited, an entity controlled by Ross Ewaniuk, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On March 5, 2020, the GivBux Global Partners, Inc. issued a \$5,900 8% convertible promissory note to Ashley Robinson, a nonaffiliated third party. The principal amount at issuance was \$3,700. The note is convertible into the Company's common stock at a price equal to \$0.50.

On March 6, 2020, the GivBux Global Partners, Inc. issued a \$7,500 8% convertible promissory note to Honey Badger Capital Limited, an entity controlled by Ross Ewaniuk, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On March 9, 2020, the GivBux Global Partners, Inc. issued a \$1,200 8% convertible promissory note to White Mountain Ventures, Inc., an entity controlled by Ashley Robinson, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On March 26, 2020, the Company issued a \$11,000 7% convertible promissory note to Daria Petrova, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note.

On January 15, 2021, the Company issued 10,000 of its common shares to Michael Accurso, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 50,000 of its common shares to Mining Max US Partners I, LLC, an entity controlled by Amable Rick Aguiliz, at a price per share of \$0.50, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 34,000 of its common shares to Mining Max US Partners I, LLC, an entity controlled by Amable Rick Aguiliz, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 34,000 of its common shares to GivBux Team USA, LLC, an entity controlled by Amable Rick Aguiliz, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Augusto P. Amoranto, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 1,000 of its common shares to Angela Angiolillo, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Filmon Y. Araya, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 3,000 of its common shares to Norma M. Ariate, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 25,000 of its common shares to Michael Arnkvarn, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Aurora A. Austriaco, at a price per share of \$0.50, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Belita Barrett, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 70,000,000 of its common shares to Bear Bull, Inc. – GivBux Voting Trust (Robert J. Huston III and Lissa Mitchell, Trustees), at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 5,000 of its common shares to Allan Bleakley, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 5,000 of its common shares to Michael J. Brown, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 1,500 of its common shares to Britt Burnette, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Michael Burnette, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 1,000,000 of its common shares to Caye Island Ventures, LLC, an entity controlled by Jamal Joseph, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Nelson Castorillo, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 25,000 of its common shares to Gerrit Chalay, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 25,000 of its common shares to Fastlink International, Ltd., an entity controlled by Raymond Chin, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Edna Consing Concepcion, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Maria Cuning, at a price per share of \$0.50, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Dennis Deveza, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Charmel De La Cruz and Marie Villareal, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 25,000 of its common shares to Brian K. Early, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 25,000 of its common shares to SE Consulting, LLC, an entity controlled by Saul A. Escudero Jr., at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Rowell Ferrer, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 50,000 of its common shares to Richard Felicelda and Vermily Patelona, at a price per share of \$0.50, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 5,000 of its common shares to Dennis Hamel, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 1,000 of its common shares to Michelle Hamel, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 50,000 of its common shares to Dean Marcel Hamel, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 45,000 of its common shares to Tommy Irvin, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Eduardo R. Ilao, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 3,000 of its common shares to Danilo P. Isidro, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 25,000 of its common shares to Daniel Ives, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Russell Kidder, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 25,000 of its common shares to Young Gil Kim, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 82,000 of its common shares to Neal King and Judy King, at a price per share of \$0.50, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 20,000 of its common shares to Fred G. Kuhl, at a price per share of \$0.50, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 4,000 of its common shares to Todd Laseter, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 100,000 of its common shares to Divina Le, at a price per share of \$0.50, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to John E. Lux, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 3,000 of its common shares to Sheila J. Mactal, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Edgar O. Mangona, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Francisca Martiinez, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Mint Worldwide, Inc., an entity controlled by Wil Master, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Dennis Matthews, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Scott McFadden, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Florentino Menor, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Grace Menor, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Lissa Mitchell, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to James D.Monllos, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Richard Morrison, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Kaylene Oballo and Wilhelmina Palis, at a price per share of \$0.50, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Amanda Ortiz, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 1,000 of its common shares to Dominador Palaly, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Kristen Parquet, at a price per share of \$0.50, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 1,000 of its common shares to Lillian Pellot, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 35,000 of its common shares to Nicholas Psihogios, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Melissa Purganan and F. Purganan, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Abraham R. Ragudos, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 1,000,000 of its common shares to Research & Referral Bz., an entity controlled by Aaliyah Whittaker, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Delta Property Solutions, Inc., an entity controlled by Joseph Reid, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 3,000 of its common shares to Marlon Reyes, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Jerry Mozwecz, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 10,000 of its common shares to Michael Rodriguez, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 5,000 of its common shares to Michelle Rudisill, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Catherine Soria and Carlos Novelo, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 5,000,000 of its common shares to Strategic Equity Capital, Limited, an entity controlled by Akwasi Bonsu, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Jason Strickland, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to DPT RN Consulting, Inc., an entity controlled by Deyra R. Tambot-Sunga, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 1,000 of its common shares to Eduardo Tolentino, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Mercedita G. Trasmil, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to James R. West, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Adam Kirk Whitehead, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 4,000 of its common shares to Charles B. Whitehead, Jr., at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 2,000 of its common shares to Charles Byron Whitehead, Sr., at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 20,000 of its common shares to Christmas Isle, an entity controlled by Raymond Wickstrom and Frederick J. Erickson, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On January 15, 2021, the Company issued 100,000 of its common shares to Keith Yarbrough, at a price per share of \$0.001, in conjunction with the acquisition of GivBux Global Partners, Inc.

On March 5, 2021, the GivBux Global Partners, Inc. issued a \$12,300 8% convertible promissory note to Miklos Gulyas, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to \$0.50.

On April 15, 2021, the Company issued 3,000,000 of its common shares to Curtis Melone, at a price per share of \$0.001, in conjunction with professional services provided to the Company.

On May 24, 2021, the Company issued 4,234,258 of its common shares to Copper Tiger Capital, an entity controlled by Hamid Veiji, at a price per share of \$0.001, when 1,000,000 preferred shares [what series?] were converted into common stock pursuant to [need details]

On May 24, 2021, the Company issued 1,000,000 of its common shares to Diamond Dragon Capital, an entity controlled by Shams Patel, for the repayment of debt in the amount of \$xxx. The value was determined based on the conversion price of \$0.001 per share, according to the [convertible note agreement?]

On May 27, 2021, the Company issued 8,333 of its common shares to Erica Escontrias at a price of \$1.50 per share, according to the subscription agreement, in exchange for an investment of \$12,500.

On June 8, 2021, the Company issued 6,667 of its common shares to Beau Marseilles at a price of \$1.50 per share, in exchange for a cash investment of \$10,000.

On June 10, 2021, the Company issued 10,000 of its common shares to Sean Escontrias at a price of \$1.50 per share, according to the subscription agreement, in exchange for an investment of \$15,000.

On June 10, 2021, the Company issued 70,000 of its common shares to Stephen Cohen at a price of \$1.50 per share, in exchange for a cash investment of \$105,000.

On September 3, 2021, the Company issued 6,667 of its common shares to Kris Kane at a price of \$1.50 per share, according to the subscription agreement, in exchange for a cash investment of \$10,000.

On July 26, 2022, the Company issued a \$100,000 on demand promissory note to Michael Murphy, represented by an agreement for financing of \$100,000 in cash or payment of the Company's operation expenses on behalf of the Company. The loan is free interest and due on demand with settlement of the Company's common stock at conversion price of \$1 per share.

On December 27, 2022, the Company issued 100,000 of its common shares to John Guerra at a price of \$1.50 per share, according to the subscription agreement, in exchange for a cash investment of \$150,000.

On December 30, 2022, the Company issued 166,667 of its common shares to Mary E. Avery at a price of \$1.50 per share, according to the subscription agreement, in exchange for a cash investment of \$250,000.

On December 30, 2022, the Company issued 101,241 of its common shares to Michael Murphy at a price of \$1.00 per share for the repayment of debt in the amount of \$xxx. The value was determined based on the conversion price of \$1 per share, according to the July 26, 2021 [convertible note agreement?].

On December 30, 2022, the Company issued 77,903 of its common shares in exchange for professional services provided by Michael Murphy at a price of \$1.00 per share. The value was determined based on the [management agreement between Mr. Murphy and the Company]?

On December 30, 2022, the Company issued 70,856 of its common shares in exchange for professional services provided by Michael Murphy at a price of \$1.50 per share. The value was determined based on the [management agreement between Mr. Murphy and the Company]?

On December 30, 2022, the Company issued 25,000 of its common shares in exchange for professional services provided by Craig William at a price of \$1.50 per share. The value was determined based on the [management agreement between Mr. William and the Company]?

On December 30, 2022, the Company issued 25,000 of its common shares in exchange for professional services provided by Beau Marseilles at a price of \$1.50 per share. The value was determined based on the [management agreement between Mr. Marseilles and the Company]?

On December 30, 2022, the Company issued 25,000 of its common shares in exchange for professional services provided by Gregory Wong at a price of \$1.50 per share. The value was determined based on the consulting agreement between Mr. Wong and the Company.

On December 30, 2022, the Company issued 160,000 of its common shares in exchange for professional services provided by Robert Thompson at a price of \$1.50 per share. The value was determined based on the [management agreement between Mr. Thompson and the Company]?

On December 30, 2022, the Company issued 25,000 of its common shares in exchange for professional services provided by Kerry Mitchell at a price of \$1.50 per share. The value was determined based on the consulting agreement between Ms. Mitchell and the Company.

On May 5, 2023, the Company entered into a warrant subscription agreement with MMS Investment Group, LLC, controlled by Michael Paul Sanchez, a nonaffiliated third party, for 40,000 shares of common stock at price of \$1.50 per share in the amount of \$60,000 in cash.

On July 11, 2023, the Company issued a \$11,000 7% convertible promissory note to Step Well Malaysia Sdn. Bhd., an entity controlled by Carmen Loom, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note.

On August 16, 2023, the Company issued 16,667 of its common shares to MAJ Thirty-Nine Trust, an entity controlled by _____, at a price of \$1.50 per share, in exchange for cash investment of \$_____.

On August 16, 2023, the Company issued 25,000 of its common shares in exchange for professional services provided by Sean Moustaks at a price of \$2.33 per share. The value was determined based on the [management agreement between Mr. Moustaks and the Company]?

On August 22, 2023, the Company issued a \$10,000 7% convertible promissory note to Arden Wealth & Trust AG, an entity controlled by Kurt Scheollhorn, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note.

On November 1, 2023, the Company entered into a one year \$7,000 7% convertible promissory note with Step Well Malaysia Sdn. Bhd., an entity controlled by Carmen Loom, a nonaffiliated third party. The note is convertible into the Company's common stock at a price equal to 25% of the average closing price of the Company's common stock during the 10 consecutive trading days prior to the date on which the holder elects to convert all or part of the note.

On April 4, 2024, the Company entered into a \$100,000 10% convertible note agreement with Nicosel, LLC, a non-affiliate third party, controlled by Salvatore Lauria, having an initial principal amount of \$28,600 and a 10% original issue discount. Initial consideration of \$26,000 was received by the Company. As of June 30, 2024, the Company had drawn down an additional \$46,700, allowing for an additional \$40,700 to be drawn down on the note. The note matures on October 4, 2024. This note contains the following provisions: (i) the noteholder has the right to convert the unpaid principal amount into shares of the Company's common stock at a conversion price equal to 55% of the average closing price of the Company's common stock during the 20 consecutive trading days prior to the date on which the noteholder elects to convert all or part of the note, subject to a 9.99% beneficial ownership limitation; (ii) the Company is required to include the shares issuable upon conversion of the notes in the next registration statement filed by the Company with the Securities and Exchange Commission under the Securities Act following the issuance of the applicable note; (iii) if the Company or any of its subsidiaries issues any convertible debt security while the applicable note is outstanding, and the new convertible debt security has any term more favorable to the holder of such security that was not similarly provided to the holder of the applicable note, the noteholder shall have the option to incorporate the more favorable term into its existing note; and (iv) while the notes are outstanding, the holders of the notes shall have the right to participate in future equity or debt financing transactions by the Company.

Item 11. Description of Registrant's Securities to be Registered.

Our authorized capital stock consists of common stock, \$0.001 par value, 100,000,000 shares authorized, of which 94,572,767 shares were issued and outstanding as of June 30, 2024. We are also authorized to issue 10,000,000 shares of Preferred Stock. The Preferred Stock is divided into three classes; Series A Preferred Stock, par value \$0.001 per share, of which 8,000,000 shares are authorized and Zero (0) were issued and outstanding as of June 30, 2024; Series B Preferred Stock, par value \$0.001 per share, of which 1,000,000 shares are authorized and Zero (0) were issued and outstanding as of June 30, 2024; and Series C Preferred Stock, par value \$0.001 per share, of which 1,000,000 shares are authorized and Zero (0) were issued and outstanding as of June 30, 2024,

The following is a summary of the rights of our capital stock as provided in our articles of incorporation and bylaws. For more detailed information, please see our articles of incorporation and bylaws, which have been filed as exhibits to this Registration Statement.

Common Stock

The shares of common stock have all rights attributable to common stock under Nevada Business Corporations Act. The common stock is entitled to dividends as declared by the Company's Board of Directors. The shares of common stock are entitled to be voted on all matters with one vote per share. The common stock has no preemption rights.

Voting Rights. The holders of our common stock are entitled to one vote for each share held of record on all matters submitted to a vote of the shareholders.

Dividends. Subject to preferences that may be granted to any then outstanding preferred stock, holders of common stock are entitled to receive ratably such dividends as may be declared by the board of directors out of funds legally available therefore as well as any distributions to the shareholders. The payment of dividends on our common stock will be a business decision to be made by our board of directors from time to time based upon results of our operations and our financial condition and any other factors that our board of directors considers relevant. Payment of dividends on our common stock may be restricted by loan agreements, indentures and other transactions entered into by us from time to time.

Liquidation Rights. In the event of the liquidation, dissolution or winding up of our company, holders of our common stock are entitled to share ratably in all of our assets remaining after payment of liabilities and the liquidation preference of any then outstanding preferred stock.

Absence of Other Rights or Assessments. Holders of our common stock have no preferential, preemptive, conversion or exchange rights. There are no redemption or sinking fund provisions applicable to our common stock. When issued in accordance with our articles

of incorporation, bylaws and Nevada law, shares of our common stock are fully paid and are not liable to further calls or assessment by us.

Preferred Stock

The Board of Directors has previously designated and adopted (i) 8,000,000 shares of Preferred Stock as Series A (1,000,000 were previously issued and converted into Common stock during the quarter ended June 30, 2021), (ii) 1,000,000 shares of Preferred Stock as Series B, (iii) On October 31, 2022, the Board of Directors designated 1,000,000 shares of Preferred Stock as Series C. All Series having par value of \$0.001 per share.

Series A Preferred Stock have all rights attributable to stock under Nevada Business Corporations Act. The Series A Preferred stock has the following additional rights:

Dividends. Holders of our Series A Preferred Stock receive dividends on “as converted” basis when the Board of Directors declares dividends on common stock to be paid before common stock.

Distributions or liquidation. In the event of the liquidation, dissolution or winding up of our company, holders of our Series A Preferred Stock are entitled to share ratably in all of our assets remaining after payment of liabilities at the rate of \$0.001 per share to be paid before common stock.

Voting. Holders of our Series A Preferred Stock vote with common stock at 1,000 votes for each share of Series A Preferred Stock held.

Redemption. The Company has no right of redemption of our Series A Preferred Stock.

Our Series B Preferred Stock will be issued to secure debt or equity, or any combination to be acquired by the Company. The holders of Series B Preferred stock shall be entitled to be paid out of the assets of the Company at a value of \$20 per share of Series B Preferred stock held.

Dividends. Holders of our Series B Preferred Stock are entitled to a 8% per annum dividend.

Distributions or liquidation. In the event of the liquidation, dissolution or winding up of our company, holders of our Series B Preferred Stock are entitled to share ratably in all of our assets remaining after payment of liabilities at the rate of \$20 per share to be paid before common stock.

Conversion. Holders of Series B Preferred stock may convert their shares after 6 months following issuance if the Company is a fully reporting company, otherwise after 12 months following issuance. The Series B Preferred stock may be converted into shares of common stock at the rate of one share of Series B Preferred stock for \$20 of common stock valued at market value, which is defined here as the price of the stock as quoted on OTC Markets at an average closing bid price for the 5 days prior to conversion, less an 8% discount.

Voting. Holders of Series B Preferred stock may only as required by the Nevada Business Corporations Act.

Redemption. The Company has no right of redemption.

Anti-dilution. In the event of a forward split of common stock, the shares Series B Preferred shall be increased at the same rate. In the event of a reverse split of common stock, the shares of Series B Preferred stock are not subject to reverse.

Series C Preferred stock shall not be converted into shares of the Common Stock. Except as may be required by the Nevada Business Corporation Act, the Series C Preferred Stock shall not be entitled to receive cash, stock or other property as dividends.

Dividends. None.

Distributions or liquidation. In the event of the liquidation, dissolution or winding up of our company, holders of our Series C Preferred Stock are entitled to share ratably in all of our assets remaining after payment of liabilities at the rate of \$0.001 per share to be paid before Common Stock.

Voting. Holders of Series C Preferred Stock vote with Common Stock at a ratio of 5,000 votes for each share of Series C Preferred stock held.

Redemption. The Company has no right of redemption.

Common Stock

During the year ended December 31, 2022, the Company issued Common Stock as follows.

179,144 shares issued for settlement of debt of \$179,144.

266,667 shares issued for cash of \$400,000.

160,000 shares issued for compensation to management of \$240,000.

145,856 shares issued for compensation for services of \$218,784.

During the year ended December 31, 2023, the Company issued common stock as follows:

25,000 shares issued for compensation to management of \$37,500.

16,667 shares issued for cash of \$25,000.

25,000 shares issued for compensation for services of \$58,250.

Transfer Agent and Registrar

Olde Monmouth Transfer Co. Inc. is the transfer agent and registrar for our common stock.

Item 12. Indemnification of Directors and Officers.

Our directors and officers are indemnified as provided by Nevada corporate law and our Articles of Incorporation and Bylaws. We have agreed to indemnify each of our directors and officers against certain liabilities, including liabilities under the Securities Act. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the provisions described above, or otherwise, we have been advised that in the opinion of the SEC 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 our payment of expenses incurred or paid by our director, officer or controlling person 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.

Item 13. Financial Statements and Supplementary Data.

We are a smaller reporting company in accordance with Regulation S-X. Our financial statements are filed under this Item, beginning on page F-1.

Item 14. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

In our two most recent fiscal years, we had no disagreements with our independent accountants.

Item 15. Financial Statements and Exhibits.

(a) Financial Statements and Schedule

(a) List separately all financial statements filed as part of the Registration Statement.^{(1)(b)} (b) Furnish the exhibits required by Item 601 of Regulation S-K (§229.601 of this chapter).

We have filed the following documents as part of this Registration Statement on Form 10:

Financial Statements

Our financial statements are included beginning on page F-1 of this Registration Statement.

Annual Financial Statements (audited):

Report of Independent Registered Public Accounting Firm	F-2
Balance Sheets at December 31, 2023 and 2022	F-3
Statements of Operations for the fiscal years ended December 31, 2023 and 2022	F-4
Statement of Stockholders' Deficit for the fiscal years ended December 31, 2023 and 2022	F-5
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Quarterly Financial Statements (unaudited):

Balance Sheets at September 30, 2024 and December 31, 2023	F-18
Statements of Operations for the Three and Nine months ended September 30, 2024 and 2023	F-19
Statement of Stockholders' Deficit for the Three and Nine months ended September 30, 2024 and 2023	F-20
Statements of Cash Flows for the Nine months ended September 30, 2024 and 2023	F-21
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Financial Statement Schedules

All schedules have been omitted because they are not required, not applicable, not present in amounts sufficient to require submission of the schedule, or the required information is otherwise included in our financial statements and related notes.

(b) Exhibits

Exhibit Number	Description
3.2	By-Laws
4.6	Promissory Note dated February 9, 2023 issued by GIVBUX, Inc. to Gregory Wong
4.8	Promissory Note dated April 5, 2023 issued by GIVBUX, Inc. to Michael T. Brown
4.10	Promissory Note dated June 20, 2023 issued by GIVBUX, Inc. to MMS Investment Group, LLC
4.13	Promissory Note dated October 6, 2023 issued by GIVBUX, Inc. to Step Well Malaysia Sdn.Bhd.
4.15	Promissory Note dated December 26, 2023 issued by GIVBUX, Inc. to Andres Gomez
4.16	Convertible Note dated September 30, 2019 issued by GivBux Global Partners, Inc. to Castro Berlin Roccio Christina
4.17	Convertible Note dated January 29, 2020 issued by GivBux Global Partners, Inc. to Divina Le
4.18	Convertible Note dated February 26, 2020 issued by GivBux Global Partners, Inc. to Honey Badger Capital Limited
4.19	Convertible Note dated March 5, 2020 issued by GivBux Global Partners, Inc. to Ashley Robinson
4.20	Convertible Note dated March 6, 2020 issued by GivBux Global Partners, Inc. to Honey Badger Capital Limited
4.21	Convertible Note dated March 9, 2020 issued by GivBux Global Partners, Inc. to White Mountain Ventures, Inc.
4.22	Convertible Note dated March 5, 2021 issued by GivBux Global Partners, Inc. to Miklos Gulyas
4.23	Convertible Note dated July 11, 2023 issued by GIVBUX, Inc. to Step Well Malaysia Sdn.Bhd.
4.24	Convertible Note dated August 22, 2023 issued by GIVBUX, Inc. to Arden Wealth & Trust AG
4.25	Convertible Note dated November 1, 2023 issued by GIVBUX, Inc. to Step Well Malaysia Sdn.Bhd.
4.26*	Convertible Note dated April 4, 2024 issued by GIVBUX, Inc. to Nicosel, LLC
4.28	List of approved Merchants Michael Arnkvam VP International Business Director

Indicates management contract or compensatory plan or arrangement.

* To be filed forthwith

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized.

GIVBUX, INC.

Date: March 21, 2025

By: /s/ Umesh Singh

Umesh Singh, CEO

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GIVBUX, INC.

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Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of

GIVBUX, INC.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Givbux, Inc (the 'Company') as of December 31, 2023, and 2022, and the related consolidated statements of operations changes in stockholders' deficit and cash flows for each of the two years ended December 31, 2023, and 2022, and the related notes (collectively referred to as the "financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Company as of December 31, 2023, and 2022, and the results of its operations and its cash flows for each of the two years ended December 31, 2023, and 2022, in conformity with accounting principles generally accepted in the United States of America.

Going Concern

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2, the Company suffered an accumulated deficit of \$3,986,666, net loss of \$1,106,962 and a negative working capital of \$2,482,996. These matters raise substantial doubt about the Company's ability to continue as a going concern. Management's plans with regards to these matters are also described in Note 2 to the financial statements. These 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 audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

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

Critical Audit Matters

Critical audit matters are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. Communication of critical audit matters does not alter in any way our opinion on the financial statements taken as a whole and we are not, by communicating the critical audit matters, providing separate opinions on the critical audit matter or on the accounts or disclosures to which they relate.

/s/Olayinka Oyebola

OLAYINKA OYEBOLA & CO.

(Chartered Accountants)

Lagos, Nigeria

We have served as the Company's auditor since April 2024.

June 26, 2024.

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GivBux, Inc Consolidated Balance sheets

	December 31, 2023	December 31, 2022
Assets		
Current assets		
Cash	\$ 41,870	\$ 41,951
Prepaid expenses	22,770	2,334
Other receivable	10,000	10,000
Total current assets	74,640	54,285
Operating lease right of use asset	60,357	415,285
Total Assets	\$ 134,997	\$ 469,570
Liabilities and Stockholders' Deficit		
Current Liabilities		
Accounts payable	\$ 174,475	\$ 48,149
Accrued liabilities	714,986	335,377
Due to related party	3,275	3,275
Notes payable - related parties	1,026,260	988,235

Loans payable, net discount of \$23,904 and 0	398,246	28,000
Convertible notes, net discount of \$18,070 and \$0	145,830	135,900
Derivative liabilities	32,241	-
Operating lease liabilities - current	62,323	364,738
Total Current Liabilities	2,557,636	1,903,674
Operating lease liabilities - noncurrent	-	62,323
Total Liabilities	2,557,636	1,965,997
Stockholders' Deficit		
Preferred stock: 10,000,000 authorized; \$0.001 par value 0 shares issued and outstanding	-	-
Common stock: 100,000,000 authorized; \$0.001 par value 88,579,434 shares and 88,512,767 shares issued and outstanding, respectively	88,580	88,513
Additional paid in capital	1,415,447	1,294,764
Subscription received - shares to be issued	60,000	-
Accumulated deficit	(3,986,666)	(2,879,704)
Total Stockholders' Deficit	(2,422,639)	(1,496,427)
Total Liabilities and Stockholders' Deficit	\$ 134,997	\$ 469,570

See accompanying notes to the Audited consolidated financial statements.

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GivBux, Inc
Consolidated Statement of Operations

	Year Ended December 31,	
	2023	2022
Revenue	\$ 196,326	\$ 162,857
Operating expenses		
General and administrative	640,009	869,380
Sales and marketing	120,000	-
Stock based-compensation -management	37,500	240,000
Professional fees	435,717	278,154
Total operating expenses	1,233,226	1,387,534
Loss from operations	(1,036,900)	(1,224,677)
Other expense		
Interest expense	(65,821)	(30,820)
Change in fair value of derivative liabilities	(4,241)	-
Total other expense	(70,062)	(30,820)
Loss before income taxes	(1,106,962)	(1,255,497)
Provision for income taxes	-	-
Net loss	\$ (1,106,962)	\$ (1,255,497)
Basic and diluted loss per Common Share	\$ (0.01)	\$ (0.01)
Basic and diluted weighted average number of common shares outstanding	88,548,658	87,766,041

See accompanying notes to Audited consolidated financial statements.

GivBux, Inc
Consolidated Statement of change in Stockholders' Deficit
For the Years Ended December 31, 2023, and 2022
Audited

	<u>Common Stock</u>		<u>Additional</u>	<u>Common Stock</u>	<u>Accumulated</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Paid in</u>	<u>to be issued</u>	<u>Deficit</u>	<u>Stockholders'</u>
			<u>Capital</u>			<u>Equity (Deficit)</u>
Balance - December 31, 2021	87,761,100	\$ 87,761	\$ 257,588	\$ -	\$ (1,624,207)	\$ (1,278,858)
Common stock issued for cash	266,667	267	399,733	-	-	400,000
Common stock issued for compensation -management	160,000	160	239,840	-	-	240,000
Common stock issued for compensation -services	145,856	146	218,638	-	-	218,784
Common stock issued for settlement of debts	179,144	179	178,965	-	-	179,144
Net loss	-	-	-	-	(1,255,497)	(1,255,497)
Balance - December 31, 2022	<u>88,512,767</u>	<u>\$ 88,513</u>	<u>\$ 1,294,764</u>	<u>\$ -</u>	<u>\$ (2,879,704)</u>	<u>\$ (1,496,427)</u>
Subscription received- shares to be issued	-	-	-	60,000	-	60,000
Common stock issued for compensation -management	25,000	25	37,475	-	-	37,500
Common stock issued for cash	16,667	17	24,983	-	-	25,000
Common stock issued for compensation -services	25,000	25	58,225	-	-	58,250
Net loss	-	-	-	-	(1,106,962)	(1,106,962)
Balance - December 31, 2023	<u>88,579,434</u>	<u>\$ 88,580</u>	<u>\$ 1,415,447</u>	<u>\$ 60,000</u>	<u>\$ (3,986,666)</u>	<u>\$ (2,422,639)</u>

See accompanying notes to Audited consolidated financial statements.

GivBux, Inc
Consolidated Statement of Cash Flows

	<u>Year Ended</u> <u>December 31,</u>	
	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (1,106,962)	\$ (1,255,497)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation-management	37,500	240,000
Stock-based compensation -services	58,250	218,784
Amortization of debt discount	11,026	-
Change in fair value of derivative liabilities	4,241	-
Changes in operating assets and liabilities:		
Prepaid expenses	(20,436)	-

Other current assets	-	(1,763)
Accounts payable and accrued liabilities	479,888	209,552
Accrued interest	54,796	30,820
Change of right-of-use assets and lease liabilities	(9,810)	2,056
Net Cash used in Operating Activities	(491,507)	(556,048)

CASH FLOWS FROM FINANCING ACTIVITIES:

Bank overdraft	-	28
Proceeds from issuance of common stock	25,000	400,000
Proceeds from loans payable	369,150	40,500
Proceeds from convertible notes	28,000	101,241
Repayment of loans payable	-	(12,500)
Proceed from stock subscription	60,000	-
Proceeds from related parties	157,828	171,776
Repayment to related parties	(148,552)	(121,196)
Net Cash provided by Financing Activities	491,426	579,849

Net change in cash	(81)	23,801
Cash, beginning of period	41,951	18,150
Cash, end of period	\$ 41,870	\$ 41,951

Supplemental cash flow information

Cash paid for interest	\$ 166	\$ -
Cash paid for taxes	\$ -	\$ -

Non-cash Investing and Financing transactions:

Common stock issued for settlement of debt	\$ -	\$ 179,144
Common stock issued for compensation -management	\$ 37,500	\$ 240,000
Common stock issued for compensation- services	\$ 58,225	\$ 218,784

See accompanying notes to Audited consolidated financial statements.

GivBux, Inc Notes to Consolidated Financial Statements December 31,2023 and 2022

NOTE 1 – COMPANY OVERVIEW AND GOING CONCERN

On January 15, 2021, FINRA declared effective a change of name of the Company from Senaida Tire Company, Ltd. to GivBux, Inc. (the “Company”, “GivBux”) and a 1-for-20 reverse split of the Company’s common stock. As a condition for approval of the corporate actions, FINRA required the Company to issue 78,125,000 pre-split shares of common stock to the shareholders of GivBux Global Partners, Inc. in exchange for all of the issued and outstanding shares of common stock of GivBux Global Partners, Inc. This requirement was contrary to the terms of the amended Share Exchange Agreement between the Company and GivBux Global Partners, Inc. (the “Agreement”), as these 78,125,000 shares were required pursuant to the Agreement to be issued after the 1-for-20 reverse split, thus being post-split shares. As a result, the Company is contractually required to issue an additional 74,218,050 shares of the Company’s post-split common stock to the former common stock shareholders of GivBux Global Partners, Inc., such that the total number of shares issued pursuant to the share exchange equals that number required by the Agreement.

Share Exchange and Reorganization

On January 7, 2021 (the “Effective Date”), GivBux Global Partners, Inc. (“GivBux Global”) became a 100% subsidiary of GivBux. Furthermore, the Company entered into and closed on a share exchange agreement with GivBux and its shareholders. Pursuant to the terms of the share exchange agreement, GivBux issued 78,125,000 shares of its unregistered post-split common stock to the shareholders

of GivBux Global in exchange for all of the shares of GivBux Global's common stock, representing 100% of its issued and outstanding common stock and as a result of the share exchange agreement, GivBux Global became a wholly owned subsidiary of GivBux.

Recapitalization

For financial accounting purposes, this transaction was treated as a reverse acquisition by GivBux and resulted in a recapitalization with GivBux Global being the accounting acquirer and GivBux as the acquired company. The consummation of this reverse acquisition resulted in a change of control. Accordingly, the historical financial statements prior to the acquisition are those of the accounting acquirer, GivBux and have been prepared to give retroactive effect to the reverse acquisition completed on January 7, 2021 and represent the operations of GivBux Global. The consolidated financial statements after the acquisition date, January 7, 2021, include the balance sheets of both companies at historical cost, the historical results of GivBux Global and the results of the Company from the acquisition date. All share and per share information in the accompanying consolidated financial statements and footnotes has been retroactively restated to reflect the recapitalization.

Going Concern

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplates the Company's continuation as a going concern. The Company has incurred net losses of \$1,106,962 during the year ended December 31, 2023 and has an accumulated deficit of \$3,986,666 as of December 31, 2023. In addition, current liabilities exceed current assets by \$2,482,996 as of December 31, 2023.

Management intends to raise additional operating funds through equity and/or debt offerings. However, there can be no assurance management will be successful in its endeavors.

There are no assurances that the Company will be able to either (1) achieve a level of revenues adequate to generate sufficient cash flow from operations; or (2) obtain additional financing through either private placement, public offerings and/or bank financing necessary to support its working capital requirements. To the extent that funds generated from operations and any private placements, public offerings and/or bank financing are insufficient, the Company will have to raise additional working capital. No assurance can be given that additional financing will be available, or if available, will be on terms acceptable to the Company. If adequate working capital is not available to the Company, it may be required to curtail or cease its operations.

Due to uncertainties related to these matters, there exists a substantial doubt about the ability of the Company to continue as a going concern. The accompanying consolidated financial statements do not include any adjustments related to the recoverability or classification of asset-carrying amounts or the amounts and classification of liabilities that may result should the Company be unable to continue as a going concern.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") and are presented in US dollars. The Company's year-end is December 31.

Principles of Consolidation

The consolidated financial statements include the accounts of GivBux, Inc. and its wholly owned subsidiary. Intercompany transactions and balances have been eliminated.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. The estimates and judgments will also affect the reported amounts for certain expenses during the reporting period. Actual results could differ from these good faith estimates and judgments.

Basic and Diluted Loss Per Common Share

The Company calculates net loss per share in accordance with ASC Topic 260, "Earnings per Share." Basic loss per share is computed by dividing the net loss by the weighted average number of common shares outstanding during the period. Diluted earnings per share of common stock are computed by dividing net earnings by the weighted average number of shares and potential shares outstanding during the period. Potential shares of common stock consist of shares issuable upon the conversion of outstanding convertible debt, preferred stock, warrants and stock option.

For the years ended December 31, 2023, and 2022, the following common stock equivalents were excluded from the computation of diluted net loss per share as the result of the computation was anti-dilutive.

	December 31	
	2023	2022
	Shares	Shares
Convertible notes	406,044	186,517

Financial Instruments and Fair Value Measurements

As defined in ASC 820 "Fair Value Measurements," fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). The Company utilizes market data or assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable. The Company classifies fair value balances based on the observability of those inputs. ASC 820 establishes a fair value hierarchy that prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurement). The following table summarizes fair value measurements by level as of December 31, 2023, and December 31, 2022, measured at fair value on a recurring basis:

December 31, 2023	Level 1	Level 2	Level 3	Total
Assets				
None	\$ -	\$ -	\$ -	\$ -
Liabilities				
Derivative liabilities	\$ -	\$ -	\$ 32,241	\$ 32,241

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December 31, 2022	Level 1	Level 2	Level 3	Total
Assets				
None	\$ -	\$ -	\$ -	\$ -
Liabilities				
Derivative liabilities	\$ -	\$ -	\$ -	\$ -

Derivative Financial Instruments

The Company does not use derivative instruments to hedge exposures to cash flow, market or foreign currency risks. We evaluate all of our financial instruments to determine if such instruments are derivatives or contain features that qualify as embedded derivatives. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported in the statements of operations. For stock-based derivative financial instruments, the Company used a Black Scholes valuation model to value the derivative instruments at inception and on subsequent valuation dates. The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is evaluated at the end of each reporting period. Derivative liabilities are classified in the balance sheet as current or non-current based on whether or not net-cash settlement or conversion of the instrument could be required within 12 months of the balance sheet date.

Leases

ASC 842 supersedes the lease requirements in ASC 840 “Leases”, and generally requires lessees to recognize operating and finance lease liabilities and corresponding right-of-use (“ROU”) assets on the balance sheet and to provide enhanced disclosures surrounding the amount, timing and uncertainty of cash flows arising from leasing arrangements.

ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As most of our leases do not provide an implicit rate, we generally use our incremental borrowing rate based on the estimated rate of interest for collateralized borrowing over a similar term of the lease payments at commencement date. The ROU asset also includes any lease payments made and excludes lease incentives. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

Any lease with a term of 12 months or less is considered short-term. As permitted by ASC 842, short-term leases are excluded from the ROU assets and lease liabilities on the consolidated balance sheets. Consistent with all other operating leases, short-term lease expense is recorded on a straight-line basis over the lease term.

The Company determines the present value of minimum future lease payments for operating leases by estimating a rate of interest that it would have to pay to borrow on a collateralized basis over a similar term, an amount equal to the lease payments and a similar economic environment (the “incremental borrowing rate” or “IBR”). The Company determines the appropriate IBR by identifying a reference rate and making adjustments that take into consideration financing options and certain lease-specific circumstances.

As of December 31, 2023, and 2022, the Company’s lease agreement is accounted for as operating leases.

Related Parties

The Company follows ASC 850, “*Related Party Disclosures*,” for the identification of related parties and disclosure of related party transactions (see Note 4).

Commitments and Contingencies

The Company follows ASC 450-20, “*Loss Contingencies*,” to report accounting for contingencies. Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash and highly liquid investments with remaining maturities of less than ninety days at the date of purchase. We maintain cash and cash equivalent balances with financial institutions that exceed federally-insured limits. We have not experienced any losses related to these balances, and we believe the credit risk to be minimal. The Company does not have any cash equivalents.

Income Taxes

Income taxes are accounted for under the asset and liability method. 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 and operating loss and tax credit carry forwards. 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 on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is recorded to reduce the Company’s deferred tax assets to an amount that is more likely than not to be realized.

Stock-Based Compensation

The Company recognizes stock-based compensation in accordance with ASC 718, Stock Compensation. ASC 718 focuses on transactions in which an entity exchanges its equity instruments for goods or services, with a primary focus in which an entity obtains employee

services in stock-based payment transactions. ASC 718 requires measurement of the cost of employee services received in exchange for an award of equity instruments based on the grant date fair value of the award (with limited exceptions).

Revenue recognition

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

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

Recent Accounting Pronouncements

In October 2021, the FASB issued ASU No. 2021-08, Accounting for Contract Assets and Contract Liabilities from Contracts with Users (Topic 805). This ASU requires an acquirer in a business combination to recognize and measure contract assets and contract liabilities (deferred revenue) from acquired contracts using the revenue recognition guidance in Topic 606. At the acquisition date, the acquirer applies the revenue model as if it had originated the acquired contracts. The ASU is effective for annual periods beginning after December 15, 2022, including interim periods within those fiscal years. Adoption of the ASU should be applied prospectively. Early adoption is also permitted, including adoption in an interim period. If early adopted, the amendments are applied retrospectively to all business combinations for which the acquisition date occurred during the fiscal year of adoption. This ASU is currently not expected to have a material impact on our financial statements.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which requires, among other things, additional disclosures primarily related to the income tax rate reconciliation and income taxes paid. The expanded annual disclosures are effective for our year ending December 31, 2025. The Company is currently evaluating the impact that ASU 2023-09 will have on our consolidated financial statements and whether we will apply the standard prospectively or retrospectively.

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The Company has considered all other recently issued accounting pronouncements and does not believe the adoption of such pronouncements will have a material impact on its financial statements.

Reclassification

Certain accounts from prior periods have been reclassified to conform to the current period presentation.

NOTE 3 – LEASES

On March 1, 2021, the Company entered into lease agreements to rent office and marina spaces for a three-year term at \$29,250 per month for the first twelve months.

In accordance with ASC 842, the Company recognized operating lease ROU assets and lease liabilities as follows:

The components of lease expense were as follows:

	Year Ended December 31	
	2023	2022
Lease cost:		
Operating lease cost	\$ 362,664	\$ 362,664
	\$ 362,664	\$ 362,664

Supplemental cash flow information related to leases was as follows:

	Year Ended December 31	
	2023	2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 372,473	\$ 350,608
Weighted-average remaining lease term - operating leases (year)	0.16	1.16
Weighted-average discount rate — operating leases	3.35%	3.35%

Supplemental balance sheet information related to leases was as follows:

	December 31, 2023	December 31, 2022
Operating lease right-of-use asset	\$ 60,357	\$ 415,285
Operating lease liabilities:		
Current portion	\$ 62,323	\$ 364,738
Non-current portion	-	62,323
	<u>\$ 62,323</u>	<u>\$ 427,061</u>

Future minimum lease payments as of December 31, 2023:

Year ended December 31,	
2024	\$ 62,411
Thereafter	-
	<u>\$ 62,411</u>
Less imputed interest	(88)
Operating lease liabilities	<u>\$ 62,323</u>

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NOTE 4 – RELATED PARTY TRANSACTIONS

Loans from Related Parties

During the year ended December 31, 2023, the Company borrowed \$157,828 from our related parties and repaid \$148,552 to our related parties. During the year ended December 31, 2023, the Company recorded interest expense of \$28,750. As of December 31, 2023, and 2022, the Company had notes payable related parties of \$934,854 and \$925,578 and accrued interest of \$91,406 and \$62,657, respectively. The notes are unsecured, 3% interest bearing and due on demand.

Due to related party

As of December 31, 2023, and December 31, 2022, the Company had due to related party of \$3,275.

Stock based compensation.

During the year ended December 31, 2023, the Company issued 25,000 shares for compensation -management of \$37,500.

Management Compensation

During the year ended December 31, 2022, the Company accrued \$33,000 and paid \$9,000 management fees and issued 160,000 shares of common stock to the Company's Chief Executive Officer. The Company valued 160,000 shares of common stock at \$1.50 per share based on subscription agreements signed with investors in cash during October and November 2022 for the amount of \$240,000.

During the year ended December 31,2023, the Company accrued \$120,000 and paid \$0 management fees.

NOTE 5 – ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

The following table summarizes the components of the Company’s accounts payable and accrued liabilities as of the dates presented:

	December 31, 2023	December 31, 2022
Trade payable	\$ 174,475	\$ 48,149
Bank overdraft	-	28
Salary payable	278,000	158,000
Accrued interest	60,669	34,872
Other current liabilities	376,317	142,477
	<u>\$ 889,461</u>	<u>\$ 383,526</u>

NOTE 6 – LOANS PAYABLE

The components of loans payable as of December 31,2023 and December 31,2022 were as follows:

Payment date	Principal Amount	Maturity date	Interest rate	December 31, 2023	December 31, 2022
January 19, 2022	\$ 12,500	January 19, 2023	7%	\$ 12,500	\$ 12,500
March 7, 2022	\$ 3,000	March 7, 2023	7%	3,000	3,000
October 13, 2022	\$ 25,000	October 13, 2023	7%	12,500	12,500
January 31, 2023	\$ 100,000	Due on demand	N/A	100,000	-
February 9, 2023	\$ 10,000	Due on demand	N/A	10,000	-
March 1, 2023	\$ 50,000	Due on demand	N/A	50,000	-
April 5, 2023	\$ 25,000	August 3, 2023	15% fixed	25,000	-
May 19, 2023	\$ 4,000	Due on demand	N/A	4,000	-
June 20, 2023	\$ 40,000	September 18, 2023	12% fixed	40,000	-
July 12, 2023	\$ 4,150	Due on demand	N/A	4,150	-
July 17, 2023	\$ 50,000	Due on demand	N/A	50,000	-
October 6, 2023	\$ 10,000	October 6, 2024	7%	10,000	-
December 6, 2023	\$ 1,000	Due on demand	N/A	1,000	-
December 26, 2023	\$ 100,000	April 18, 2024	0%	100,000	-
Total loans payable				\$ 422,150	\$ 28,000
Less: Unamortized debt discount				(23,904)	-
				398,246	28,000
Less: Current portion				398,246	28,000
Long-term portion				<u>\$ -</u>	<u>\$ -</u>

During the years ended December 31,2023 and 2022, the Company borrowed \$394,150 and \$40,500 and repaid \$0 and \$12,500, respectively.

As of December 31,2023, five loans with unpaid balance of \$93,000 are in default and the Company recorded applicable 5% penalty of \$1,229.

On December 26,2023, the Company entered into a promissory note agreement with an investor for the principal amount of \$100,000, received the amount of \$75,000 in cash, free of interest with maturity date of April 18, 2024. The Company recognized a debt discount of \$25,000. The debt discount is being amortized over the life of the note using the effective interest method.

During the years ended December 31,2023 and 2022, the Company recorded interest of \$12,779 and \$1,306, amortization of debt discounts of \$1,096 and \$0 respectively.

As of December 31,2023, and December 31,2022, the Company had loans payable of \$422,150 and \$28,000, accrued interest of \$14,085 and \$1,306 and amortization debt discount of \$23,904 and \$0, respectively.

NOTE 7 –CONVERTIBLE NOTES PAYABLE

Issuance date	Principal Amount	Maturity date	Interest rate	December 31, 2023	December 31, 2022
September 30, 2019	\$ 30,000	September 30, 2021	8%	\$ 30,000	\$ 30,000
January 29, 2020	\$ 10,000	January 29, 2021	8%	10,000	10,000
February 26, 2020	\$ 10,000	February 26, 2021	8%	10,000	10,000
March 6, 2020	\$ 7,500	March 6, 2021	8%	7,500	7,500
March 5, 2020	\$ 3,700	March 5, 2021	8%	5,900	5,900
March 9, 2020	\$ 1,200	March 9, 2021	8%	1,200	1,200
March 26, 2020	\$ 60,000	March 26, 2021	10%	60,000	60,000
March 5, 2021	\$ 11,300	March 5, 2022	8%	11,300	11,300
July 11, 2023	\$ 11,000	July 11, 2024	7%	11,000	-
August 22, 2023	\$ 10,000	August 22, 2024	7%	10,000	-
November 1, 2023	\$ 7,000	October 31, 2024	7%	7,000	-
				\$ 163,900	\$ 135,900
Less: Unamortized debt discount				(18,070)	-
Total convertible notes payable				145,830	135,900
Less: Current portion				145,830	135,900
Long-term portion				\$ -	\$ -

The components of convertible notes payable as of September 30,2023 and December 31,2022 were as follows:

Convertible notes payable consists of the following:

- Terms ranging from one year to two years.

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- Annual interest rates range from 7% – 10 %.
- Convertible at the option of the holders at any time during the period of note, after maturity date or 6 months after issuance date.
- Conversion prices is a fixed conversion price of \$ 0.50. Certain notes have a conversion price of 25% discount to the operative market valuation of the Company.

During the year ended year ended December 31,2022, the Company entered into an agreement with an employee to finance \$100,000 by paying the Company's operating expenses on behalf of the Company, with non -interest bearing, due on demand and convertible in common stock at \$1 per share. During the year ended December 31, 2022, the Company received \$101,241 and repaid \$101,241 by issuance of 101,241 shares of common stock.

During the year ended December 31,2023, the Company entered into three convertible notes with two investors for the principal amount of \$28,000 in cash with interest rate of 7% for one year. According to terms and condition of the agreement, the noteholder has the right from time to time during the period of the note to convert the unpaid principal into common stock at conversion price of 25% discount to the average trading price during the ten (10) day period ending on the last complete training day prior to the conversion date.

As of the issuance date of the notes, the Company recognized the additional of new derivative of \$28,000 as debt discount and \$2,935 Day 1 loss on derivative. The debt discount is being amortized over the life of the note using the effective interest method (Note 8).

During the years ended December 31,2023 and 2022, the Company recorded interest of \$12,769 and \$12,072, amortization debt discount of \$9,930 and \$0, respectively.

NOTE 8 -DERIVATIVE LIABILITIES

The Company analyzed the conversion option for derivative accounting consideration under ASC 815, Derivatives and Hedging, and hedging, and determined that the instrument should be classified as a liability since the conversion option becomes effective at issuance resulting in there being no explicit limit to the number of shares to be delivered upon settlement of the above conversion options. The Company accounts for warrants as a derivative liability due to there being no explicit limit to the number of shares to be delivered upon settlement of all conversion options.

Fair Value Assumptions Used in Accounting for Derivative Liabilities.

ASC 815 requires us to assess the fair market value of derivative liability at the end of each reporting period and recognize any change in the fair market value as other income or expense item.

The Company determined our derivative liabilities to be a Level 3 fair value measurement and used the Black-Scholes pricing model to calculate the fair value as of December 31, 2023. The Black-Scholes model requires six basic data inputs: the exercise or strike price, time to expiration, the risk-free interest rate, the current stock price, the estimated volatility of the stock price in the future, and the dividend rate. Changes to these inputs could produce a significantly higher or lower fair value measurement. The fair value of each convertible note is estimated using the Black-Scholes valuation model.

For the years ended December 31, 2023 and 2022, the estimated fair values of the liabilities measured on a recurring basis are as follows:

	Year ended December 31, 2023	Year ended December 31, 2022
Term	0.6 - 1.00 years	-
Expected average volatility	262 - 365%	0%
Expected dividend yield	-	-
Risk-free interest rate	4.79% - 5.46%	0.00%

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The following table summarizes the changes in the derivative liabilities during the year ended December 31, 2023.

Fair Value Measurements Using Significant Observable Inputs (Level 3)

Balance - December 31, 2022	\$	-
Addition of new derivatives recognized as debt discounts		28,000
Addition of new derivatives recognized as loss on derivatives		2,935
Loss on change in fair value of the derivative		1,306
Balance - December 31, 2023	\$	32,241

The aggregate loss on derivatives during the years ended December 31, 2023, and 2022 was as follows.

	Year Ended December 31	
	2023	2022
Day one loss due to derivative liabilities on convertible note	\$ 2,935	\$ -
Loss on change in fair value of the derivative liabilities	1,306	-
	\$ 4,241	\$ -

NOTE 9 –STOCKHOLDERS' EQUITY

The Company is authorized to issue 110,000,000 shares of stock with a par value of \$0.001 per share, 10,000,000 shares of which are Preferred Stock.

Preferred Stock

The Board of Directors has previously designated and adopted (i) Preferred Stock in 1,000,000 shares as Series A (were previously issued and converted into Common stock during the quarter ended June 30,2021), (ii) 1,000,000 as Series B. On October 31,2022, the Board of Directors designated Preferred Stock in 1,000,000 shares as Series C, all Series having par value of \$0.001 per share.

Series B Preferred stock will be issued to secure debt or equity or any combination to be acquired by the Company. The holders of Series B Preferred stock shall be entitled to be paid out of the assets of the Company a value of \$20 per share of Series B Preferred stock. As of the date of these financial Statements, the Agreement has not been closed and no shares of Series B Preferred stock issued.

Series C Preferred stock shall not be converted into shares of the Common stock. Except as may be required by the Nevada Business Corporation Act, the Series C Preferred stock shall not be entitled to receive cash, stock or other property as dividends.

Common Stock

During the year ended December 31, 2022, the Company issued common stock as follows.

- 179,144 shares issued for settlement of debt of \$179,144.
- 266,667 shares issued for cash of \$400,000.
- 160,000 shares issued for compensation - management of \$240,000.
- 145,856 shares issued for compensation - service of \$218,784.

During the year ended December 31,2023, the Company issued common stock as follows:

- 25,000 shares issued for compensation -management of \$37,500.

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- 16,667 shares issued for cash of \$25,000.
- 25,000 shares issued for compensation -services of \$58,250.

As of December 31,2023, the Company had 88,579,434 Common shares outstanding, and no shares of Preferred Stock issued and outstanding (Series A, B and C). The Board of Directors may fix and determine the relative rights and preferences of the shares of any series established.

Stock payable

On May 5,2023, the Company entered into a subscription agreement with an investor for 40,000 shares of common stock at price of \$1.50 per share in amount of \$60,000 in cash.

NOTE 10 - INCOME TAXES

The Company did not provide any current or deferred U.S. federal income tax provision or benefit for any of the periods presented because we have experienced operating losses since inception. Accounting for Uncertainty in Income Taxes when it is more likely than not that a tax asset cannot be realized through future income the Company must allow for this future tax benefit.

The Company provided a full valuation allowance on the net deferred tax asset, consisting of net operating loss carry forwards, because management has determined that it is more likely than not that the Company will not earn income sufficient to realize the deferred tax assets during the carry forward period.

The components of the Company's deferred tax asset and reconciliation of income taxes computed at the statutory rate to the income tax amount recorded as of December 31, 2023, and 2022 are as follows:

	December 31, 2023	December 31, 2022
Net operating loss carry forward	\$ (1,011,212)	\$ (796,713)
Effective Tax rate	21%	21%
Income tax expenses(benefit)	(212,355)	(167,310)

Less: Valuation Allowance	212,355	167,310
Income tax expenses(benefit)	<u>\$ -</u>	<u>\$ -</u>
	December 31,	December 31,
	2023	2022
Deferred tax assets	720,748	508,393
Valuation allowance	(720,748)	(508,393)
Net deferred tax assets	<u>\$ -</u>	<u>\$ -</u>

As of December 31, 2023, the Company had approximately \$3,432,000 in net operating losses (“NOLs”) that may be available to offset future taxable income, NOLs generated in tax years prior to July 31, 2018, can be carryforward for twenty years, whereas NOLs generated after July 31, 2018, can be carryforward indefinitely. In accordance with Section 382 of the U.S. Internal Revenue Code, the usage of the Company’s net operating loss carry forwards are subject to annual limitations following greater than 50% ownership changes.

The Company’s tax returns are subject to examination by tax authorities for the years ended December 31,2015 to December 31, 2023.

NOTE 11 – COMMITMENTS

In October 2022, the Company entered into two consulting agreements with two consultants for a period of one year by issuance each 100,000 shares of common stock for services (totally 200,000 shares of common stock). Pursuant to consulting agreements, the Company issued 50,000 shares of common stock valued at \$1.50 per share based on subscription agreement in cash for amount of \$75,000 during the year ended December 31, 2022. The Company’s commitment to 150,000 shares of common stock is upon completion of services rendered by the consultant. During the year ended December 31,2023, the Company valued the commitment of 150,000 shares of common stock and accrued consulting expenses of \$349,500.

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On September 28, 2022, the Company entered into a Share Exchange Agreement (“SEA”) with Active World Holdings, Inc. a Pennsylvania corporation (DBA Active World Club), (“AWC”), for exchange 100% of issued and outstanding shares of capital stock of AWH’s wholly owned subsidiary, AWC Unity Metaverse, a corporation to be formed whose sole assets is its metaverse platform (“Metaverse Assets”) which can be replaced for the Company client base for 1,000,000 shares of Series B Convertible Preferred Stock of the Company. On December 15, 2022, the Company and AWH entered into the first amendment to SEA, and agreed (i) rename AWC Metaverse, Inc. (ii) issuance 500,000 shares of Series B convertible Preferred Stock upon the signing amendment and 500,000 shares of Series B Convertible Preferred Stock upon the completion the first \$2,500,000 in metaverse sales (iii) AWC will have the sole right to choose the second tranche of 500,000 shares of Series B Convertible Preferred Stock into a like kind Preferred class to be determined in the wholly owned metaverse subsidiary contemplated herein.

As of December 31,2023, the first tranche of 500,000 shares of Series B Convertible Preferred Stock has not been issued.

On October 2,2023, the Company entered into a consulting agreement with an entity to provide services in connection with investors and investment activities for a period of six months by paying one-time \$5,000 and 70,000 shares of common stock. The shares shall be valued at the closing bid price for the stock on the date of the agreement and subject to a turn-up at the end of the agreement should the Company share count increase from 88,572,767 share of common stock as of 9/29/2023. As of December 31,2023, due to not increasing in number of the Company’s common stock, the Company did not accrue any consulting expenses in connection with shares commitment.

On November 1,2023, the Company entered into a mutual venture agreement with an entity for operation of a yacht charter business. During the year ended December 31,2023, the Company received \$100,000 from the other part of the agreement but the agreement was not completed and signed. As of December 31,2023, the Company is owing \$100,000 to the other part of the agreement.

NOTE 12 – SUBSEQUENT

Management has evaluated subsequent events through the date these financial statements were available to be issued. Based on our evaluation no material events have occurred that require disclosure, except as follows:

On March 11,2024, the Company’s board of directors approved and authorized the transfer agent to remove the restrictive legend on 5,000.000 shares of one stock holder based on legal opinion from attorney.

GivBux, Inc
Consolidated Balance sheets
(Unaudited)

	September 30, 2024	December 31, 2023
Assets		
Current assets		
Cash	\$ 64,655	\$ 41,870
Prepaid expenses	-	22,770
Other receivable	10,180	10,000
Total current assets	74,835	74,640
Operating lease right of use asset	-	60,357
Total Assets	\$ 74,835	\$ 134,997
Liabilities and Stockholders' Deficit		
Current Liabilities		
Accounts payable	\$ 174,296	\$ 174,475
Accrued liabilities	954,113	714,986
Due to related party	3,275	3,275
Notes payable - related parties	980,479	1,026,260
Loans payable, net discount of \$0 and 23,904	525,150	398,246
Convertible notes, net discount of \$130,506 and \$18,070	323,473	145,830
Derivative liabilities	276,286	32,241
Operating lease liabilities - current	-	62,323
Total Current Liabilities	3,237,072	2,557,636
Total Liabilities	3,237,072	2,557,636
Stockholders' Deficit		
Preferred stock: 10,000,000 authorized; \$0.001 par value 0 shares issued and outstanding	-	-
Common stock: 100,000,000 authorized; \$0.001 par value 94,579,434 shares and 88,579,434 shares issued and outstanding, respectively	94,580	88,580
Additional paid in capital	3,689,447	1,415,447
Subscription received - shares to be issued	60,000	60,000
Accumulated deficit	(7,006,264)	(3,986,666)
Total Stockholders' Deficit	(3,162,237)	(2,422,639)
Total Liabilities and Stockholders' Deficit	\$ 74,835	\$ 134,997

See accompanying notes to unaudited consolidated financial statements.

GivBux, Inc
Consolidated Statement of Operations
(Unaudited)

Three Months Ended September 30,	Nine Months Ended September 30,
-------------------------------------	------------------------------------

	2024	2023	2024	2023
Revenue	\$ 257,920	\$ 65,470	\$ 330,319	\$ 130,961
Cost of revenue	142,202	-	142,202	-
Gross profit	<u>115,718</u>	<u>65,470</u>	<u>188,117</u>	<u>130,961</u>
Operating expenses				
General and administrative	240,233	113,509	603,363	442,945
Sales and marketing	-	30,000	60,300	90,000
Stock based-compensation -management	-	-	-	37,500
Professional fees	10,287	212,167	2,331,590	410,642
Total operating expenses	<u>250,520</u>	<u>355,676</u>	<u>2,995,253</u>	<u>981,087</u>
Loss from operations	(134,802)	(290,206)	(2,807,136)	(850,126)
Other income (expense)				
Interest expense	(137,804)	(20,754)	(235,983)	(45,373)
Change in fair value of derivative liabilities	48,200	(8,497)	23,521	(8,497)
Total other expense	<u>(89,604)</u>	<u>(29,251)</u>	<u>(212,462)</u>	<u>(53,870)</u>
Loss before income taxes	(224,406)	(319,457)	(3,019,598)	(903,996)
Provision for income taxes	-	-	-	-
Net loss	<u>\$ (224,406)</u>	<u>\$ (319,457)</u>	<u>\$ (3,019,598)</u>	<u>\$ (903,996)</u>
Basic and diluted loss per Common Share	<u>\$ (0.00)</u>	<u>\$ (0.00)</u>	<u>\$ (0.03)</u>	<u>\$ (0.01)</u>
Basic and diluted weighted average number of common shares outstanding	<u>94,579,434</u>	<u>88,558,601</u>	<u>92,542,938</u>	<u>88,538,286</u>

See accompanying notes to unaudited consolidated financial statements.

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GivBux, Inc
Consolidated Statement of change in Stockholders' Deficit
(Unaudited)

For the Three and Nine Months Ended September 30, 2024

	Series A Preferred Stock		Common Stock		Additional Paid in Capital	Common Stock to be issued	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount				
Balance - December 31, 2023	-	\$ -	88,579,434	\$ 88,580	\$ 1,415,447	\$ 60,000	\$ (3,986,666)	\$ (2,422,639)
Net loss	-	-	-	-	-	-	(130,397)	(130,397)
Balance - March 31, 2024	-	-	88,579,434	88,580	1,415,447	60,000	(4,117,063)	(2,553,036)
Common stock issued for compensation -services	-	-	6,000,000	6,000	2,274,000	-	-	2,280,000
Net loss	-	-	-	-	-	-	(2,664,795)	(2,664,795)
Balance - June 30, 2024	-	-	94,579,434	94,580	3,689,447	60,000	(6,781,858)	(2,937,831)
Net loss	-	-	-	-	-	-	(224,406)	(224,406)

Balance - September 30, 2024	-	\$ -	94,579,434	\$ 94,580	\$ 3,689,447	\$ 60,000	\$ (7,006,264)	\$ (3,162,237)
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For the Three and Nine Months Ended September 30, 2023

	<u>Series A</u>		<u>Common Stock</u>		<u>Additional</u>	<u>Common</u>	<u>Deferred</u>	<u>Accumulated</u>	<u>Total</u>
	<u>Preferred Stock</u>		<u>Shares</u>	<u>Amount</u>	<u>Paid in</u>	<u>Stock</u>	<u>Stock</u>	<u>Deficit</u>	<u>Stockholders'</u>
	<u>Shares</u>	<u>Amount</u>	<u>Shares</u>	<u>Amount</u>	<u>Capital</u>	<u>to be issued</u>	<u>compensation</u>		<u>Deficit</u>
Balance - December 31, 2022	-	\$ -	88,512,767	\$ 88,513	\$ 1,294,764	\$ -	\$ -	\$ (2,879,704)	\$ (1,496,427)
Common stock issued for compensation -management	-	-	25,000	25	37,475	-	-	-	37,500
Net loss	-	-	-	-	-	-	-	(331,303)	(331,303)
Balance - March 31, 2023	-	-	88,537,767	88,538	1,332,239	-	-	(3,211,007)	(1,790,230)
Subscription received-shares to be issued	-	-	-	-	-	60,000	-	-	60,000
Net loss	-	-	-	-	-	-	-	(253,236)	(253,236)
Balance - June 30, 2023	-	-	88,537,767	88,538	1,332,239	60,000	-	(3,464,243)	(1,983,466)
Common stock issued for cash	-	-	16,667	17	24,983	-	-	-	25,000
Common stock issued for compensation -services	-	-	25,000	25	58,225	-	(14,562)	-	43,688
Net loss	-	-	-	-	-	-	-	(319,457)	(319,457)
Balance - September 30, 2023	-	\$ -	88,579,434	\$ 88,580	\$ 1,415,447	\$ 60,000	\$ (14,562)	\$ (3,783,700)	\$ (2,234,235)

See accompanying notes to unaudited consolidated financial statements.

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GivBux, Inc
Consolidated Statement of Cash Flows
(Unaudited)

Nine Months Ended
September 30,

2024	2023
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CASH FLOWS FROM OPERATING ACTIVITIES:

Net loss	\$	(3,019,598)	\$	(903,996)
Adjustments to reconcile net loss to net cash used in operating activities:				
Stock-based compensation-management		-		37,500
Stock-based compensation -services		2,280,000		43,688
Non-cash leases expenses		60,357		265,042
Amortization of debt discount		189,713		3,500
Change in fair value of derivative liabilities		(23,521)		8,497
Changes in operating assets and liabilities:				
Prepaid expenses		22,770		(23,969)
Other receivable		(180)		-
Accounts payable and accrued liabilities		212,753		360,973
Accrued interest		46,521		41,624
Operating lease liabilities		(62,323)		(271,902)
Net Cash used in Operating Activities		<u>(293,508)</u>		<u>(439,043)</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Proceeds from issuance of common stock		-		25,000
Proceeds from loans payable		103,000		283,150
Proceeds from convertible notes		279,400		21,000
Proceed from stock subscription		-		60,000
Proceeds from related parties		31,940		148,988
Repayment to related parties		(98,047)		(109,950)
Net Cash provided by Financing Activities		<u>316,293</u>		<u>428,188</u>

Net change in cash		22,785		(10,855)
Cash, beginning of period		41,870		41,951
Cash, end of period	\$	<u>64,655</u>	\$	<u>31,096</u>

Supplemental cash flow information

Cash paid for interest	\$		\$	166
Cash paid for taxes	\$	-	\$	-

Non-cash Investing and Financing transactions:

Common stock issued for compensation -management	\$	-	\$	37,500
Common stock issued for compensation- services	\$	2,280,000	\$	58,250
Derivative liabilities recognized as debt discount	\$	267,566	\$	21,000

See accompanying notes to unaudited consolidated financial statements.

GivBux, Inc.
Notes to Consolidated Financial Statements
September 30, 2024
(Unaudited)

NOTE 1 – COMPANY OVERVIEW AND GOING CONCERN

On January 15, 2021, FINRA declared effective a change of name of the Company from Senaida Tire Company, Ltd. to GivBux, Inc. (the “Company”, “GivBux”) and a 1-for-20 reverse split of the Company’s common stock. As a condition for approval of the corporate actions, FINRA required the Company to issue 78,125,000 pre-split shares of common stock to the shareholders of GivBux Global Partners, Inc. in exchange for all of the issued and outstanding shares of common stock of GivBux Global Partners, Inc. This requirement was contrary to the terms of the amended Share Exchange Agreement between the Company and GivBux Global Partners, Inc. (the “Agreement”), as these 78,125,000 shares were required pursuant to the Agreement to be issued after the 1-for-20 reverse split, thus

being post-split shares. As a result, the Company was contractually required to issue an additional 74,218,050 shares of the Company's post-split common stock to the former common stock shareholders of GivBux Global Partners, Inc., such that the total number of shares issued pursuant to the share exchange equals that number required by the Agreement.

Share Exchange and Reorganization

On January 7, 2021 (the "Effective Date"), GivBux Global Partners, Inc. ("GivBux Global") became a 100% subsidiary of GivBux. Furthermore, the Company entered into and closed on a share exchange agreement with GivBux and its shareholders. Pursuant to the terms of the share exchange agreement, GivBux issued 78,125,000 shares of its unregistered post-split common stock to the shareholders of GivBux Global in exchange for all of the shares of GivBux Global's common stock, representing 100% of its issued and outstanding common stock and as a result of the share exchange agreement, GivBux Global became a wholly owned subsidiary of GivBux.

Recapitalization

For financial accounting purposes, this transaction was treated as a reverse acquisition by GivBux and resulted in a recapitalization with GivBux Global being the accounting acquirer and GivBux as the acquired company. The consummation of this reverse acquisition resulted in a change of control. Accordingly, the historical financial statements prior to the acquisition are those of the accounting acquirer, GivBux and have been prepared to give retroactive effect to the reverse acquisition completed on January 7, 2021 and represent the operations of GivBux Global. The consolidated financial statements after the acquisition date, January 7, 2021, include the balance sheets of both companies at historical cost, the historical results of GivBux Global and the results of the Company from the acquisition date. All share and per share information in the accompanying consolidated financial statements and footnotes has been retroactively restated to reflect the recapitalization.

Going Concern

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"), which contemplates the Company's continuation as a going concern. The Company has incurred net losses of \$3,019,598 during the nine months ended September 30, 2024, and has an accumulated deficit of \$7,006,264 as of September 30, 2024. In addition, current liabilities exceed current assets by \$3,162,237 as of September 30, 2024.

Management intends to raise additional operating funds through equity and/or debt offerings. However, there can be no assurance management will be successful in its endeavors.

There are no assurances that the Company will be able to either (1) achieve a level of revenues adequate to generate sufficient cash flow from operations; or (2) obtain additional financing through either private placement, public offerings and/or bank financing necessary to support its working capital requirements. To the extent that funds generated from operations and any private placements, public offerings and/or bank financing are insufficient, the Company will have to raise additional working capital. No assurance can be given that additional financing will be available, or if available, will be on terms acceptable to the Company. If adequate working capital is not available to the Company, it may be required to curtail or cease its operations.

Due to uncertainties related to these matters, there exists a substantial doubt about the ability of the Company to continue as a going concern. The accompanying consolidated financial statements do not include any adjustments related to the recoverability or classification of asset-carrying amounts or the amounts and classification of liabilities that may result should the Company be unable to continue as a going concern.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") and are presented in US dollars. The Company's year-end is December 31.

Principles of Consolidation

The consolidated financial statements include the accounts of GivBux, Inc. and its wholly owned subsidiary. Intercompany transactions and balances have been eliminated.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. The estimates and judgments will also affect the reported amounts for certain expenses during the reporting period. Actual results could differ from these good faith estimates and judgments.

Revenue recognition

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

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

Basic and Diluted Loss Per Common Share

The Company calculates net loss per share in accordance with ASC Topic 260, “Earnings per Share.” Basic loss per share is computed by dividing the net loss by the weighted average number of common shares outstanding during the period. Diluted earnings per share of common stock are computed by dividing net earnings by the weighted average number of shares and potential shares outstanding during the period. Potential shares of common stock consist of shares issuable upon the conversion of outstanding convertible debt, preferred stock, warrants and stock option.

For the nine months ended September 30, 2024, and 2023, the following common stock equivalents were excluded from the computation of diluted net loss per share as the result of the computation was anti-dilutive.

	September 30	
	2024	2023
	Shares	Shares
Convertible notes	1,251,403	269,043

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Financial Instruments and Fair Value Measurements

As defined in ASC 820” Fair Value Measurements,” fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). The Company utilizes market data or assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable. The Company classifies fair value balances based on the observability of those inputs. ASC 820 establishes a fair value hierarchy that prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurement).

The following table summarizes fair value measurements by level as of September 30, 2024, and December 31, 2023, measured at fair value on a recurring basis:

September 30, 2024	Level 1		Level 2		Level 3		Total
Assets							
None	\$	-	\$	-	\$	-	\$ -
Liabilities							

Derivative liabilities	\$	-	\$	-	\$	276,286	\$	276,286
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December 31, 2023	Level 1		Level 2		Level 3		Total		
Assets									
None	\$	-	\$	-	\$	-	\$	-	
Liabilities									
Derivative liabilities	\$	-	\$	-	\$	32,241	\$	32,241	

Derivative Financial Instruments

The Company does not use derivative instruments to hedge exposures to cash flow, market or foreign currency risks. We evaluate all of our financial instruments to determine if such instruments are derivatives or contain features that qualify as embedded derivatives. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported in the statements of operations. For stock-based derivative financial instruments, the Company used a Black Scholes valuation model to value the derivative instruments at inception and on subsequent valuation dates. The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is evaluated at the end of each reporting period. Derivative liabilities are classified in the balance sheet as current or non-current based on whether or not net-cash settlement or conversion of the instrument could be required within 12 months of the balance sheet date.

Related Parties

The Company follows ASC 850, “*Related Party Disclosures*,” for the identification of related parties and disclosure of related party transactions (see Note 4).

Commitments and Contingencies

The Company follows ASC 450-20, “*Loss Contingencies*,” to report accounting for contingencies. Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash and highly liquid investments with remaining maturities of less than ninety days at the date of purchase. We maintain cash and cash equivalent balances with financial institutions that exceed federally-insured limits. We have not experienced any losses related to these balances, and we believe the credit risk to be minimal. The Company does not have any cash equivalents.

Leases

ASC 842 supersedes the lease requirements in ASC 840 “*Leases*”, and generally requires lessees to recognize operating and finance lease liabilities and corresponding right-of-use (“ROU”) assets on the balance sheet and to provide enhanced disclosures surrounding the amount, timing and uncertainty of cash flows arising from leasing arrangements.

ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As most of our leases do not provide an implicit rate, we generally use our incremental borrowing rate based on the estimated rate of interest for collateralized borrowing over a similar term of the lease payments at commencement date. The ROU asset also includes any lease payments made and excludes lease incentives. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

Any lease with a term of 12 months or less is considered short-term. As permitted by ASC 842, short-term leases are excluded from the ROU assets and lease liabilities on the consolidated balance sheets. Consistent with all other operating leases, short-term lease expense is recorded on a straight-line basis over the lease term.

The Company determines the present value of minimum future lease payments for operating leases by estimating a rate of interest that it would have to pay to borrow on a collateralized basis over a similar term, an amount equal to the lease payments and a similar economic environment (the “incremental borrowing rate” or “IBR”). The Company determines the appropriate IBR by identifying a reference rate and making adjustments that take into consideration financing options and certain lease-specific circumstances.

On February 29, 2024, the term of lease terminated, and the Company moved out from premises. As of December 31, 2023, the Company’s lease agreement is accounted for as operating leases.

Recent Accounting Pronouncements

The Company has reviewed all recently issued, but not yet effective, accounting pronouncements and does not believe the future adoption of any such pronouncements may be expected to cause a material impact on our consolidated financial statements.

Reclassification

Certain accounts from prior periods have been reclassified to conform to the current period presentation.

NOTE 3 – LEASES

On March 1, 2021, the Company entered into lease agreements to rent office and marina spaces for a three-year term at \$29,250 per month for the first twelve months. The Company leases its offices at 2801 W Coast Hwy, Suite 200, Newport Beach CA 92663. The lease was terminated and February 29, 2024, the Company moved out from premises on April 15, 2024. The Company moved to a new office at 2751 W Coast Hwy on a month-to-month basis.

In accordance with ASC 842, the Company recognized operating lease ROU assets and lease liabilities as follows:

The components of lease expense were as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Lease cost:				
Operating lease cost	\$ -	\$ 90,666	\$ 60,444	\$ 271,998
Short-term lease cost	140,264	8,336	335,734	22,736
Sublease income	-	(26,000)	(1,500)	(90,900)
Total lease cost	<u>\$ 140,264</u>	<u>\$ 73,002</u>	<u>\$ 394,678</u>	<u>\$ 203,834</u>

Supplemental cash flow information related to leases was as follows:

	Nine Months Ended September 30,	
	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 337,797	\$ 301,594
Weighted-average remaining lease term - operating leases (year)	-	0.41
Weighted-average discount rate — operating leases	0.00%	3.35%

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Supplemental balance sheet information related to leases was as follows:

	September 30, 2024	December 31, 2023
Operating lease right-of-use asset	\$ -	\$ 60,357

Operating lease liabilities:		
Current portion	\$ -	\$ 62,323
Non-current portion	-	-
	<u>\$ -</u>	<u>\$ 62,323</u>

NOTE 4 – RELATED PARTY ITEMS

Notes Payable Related Parties

During the nine months ended September 30, 2024, and 2023, the Company obtained \$ 31,940 and \$148,988 loan from our related parties, repaid \$98,047 and \$109,950 to our related parties and recognized interest of \$20,326 and \$21,560, respectively.

As of September 30, 2024, and December 31, 2023, the Company had notes payable related parties of \$868,747 and \$934,854 and accrued interest of \$111,732 and \$91,406, respectively. The notes are unsecured, 3% interest bearing and due on demand.

Due to related party

As of September 30, 2024, and December 31, 2023, the Company had due to related party of \$3,275.

Stock based compensation.

During the nine months ended September 30, 2023, the Company issued 25,000 shares of common stock for compensation -management of \$37,500.

NOTE 5 – ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

The following table summarizes the components of the Company's accounts payable and accrued liabilities as of the dates presented:

	September 30, 2024	December 31, 2023
Trade payable	\$ 174,296	\$ 174,475
Salary payable	368,000	278,000
Accrued interest	86,613	60,669
Other current liabilities	499,500	376,317
	<u>\$ 1,128,409</u>	<u>\$ 889,461</u>

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NOTE 6 – LOANS PAYABLE

The components of loans payable as of September 30, 2024, and December 31, 2023, were as follows:

Payment date	Principal Amount	Maturity date	Interest rate	September 30, 2024	December 31, 2023
January 19, 2022	\$ 12,500	January 19, 2023	7%	\$ 12,500	\$ 12,500
March 7, 2022	\$ 3,000	March 7, 2023	7%	3,000	3,000
October 13, 2022	\$ 25,000	October 13, 2023	7%	12,500	12,500
January 31, 2023	\$ 100,000	Due on demand	0%	100,000	100,000
February 9, 2023	\$ 10,000	Due on demand	0%	10,000	10,000
March 1, 2023	\$ 50,000	Due on demand	0%	50,000	50,000
April 5, 2023	\$ 25,000	August 3, 2023	15% fixed	25,000	25,000
May 19, 2023	\$ 4,000	Due on demand	0%	4,000	4,000
June 20, 2023	\$ 40,000	September 18, 2023	12% fixed	40,000	40,000
July 12, 2023	\$ 4,150	Due on demand	0%	4,150	4,150
July 17, 2023	\$ 50,000	Due on demand	0%	50,000	50,000
October 6, 2023	\$ 10,000	October 6, 2024	7%	10,000	10,000

December 6, 2023	\$ 1,000	Due on demand	0%	2,000	1,000
December 26, 2023	\$ 100,000	April 18, 2024	0%	100,000	100,000
February 9, 2024	\$ 1,000	Due on demand	0%	1,000	-
July 17, 2024	\$ 37,000	January 15, 2025	5%	37,000	-
August 14, 2024	\$ 64,000	January 15, 2025	5%	64,000	-
Total loans payable				\$ 525,150	\$ 422,150
Less: Unamortized debt discount				-	(23,904)
				525,150	398,246
Less: Current portion				525,150	398,246
Long-term portion				\$ -	\$ -

On December 26, 2023, the Company entered into a promissory note agreement with an investor for the principal amount of \$100,000, received the amount of \$75,000 in cash, non-secured, free interest with maturity date of April 18, 2024. The Company recognized a debt discount of \$25,000. The debt discount is being amortized over the life of the note using the effective interest method.

During the nine months ended September 30, 2024, and 2023, the Company borrowed \$103,000 and \$283,150, respectively.

As of September 30, 2024, and December 31, 2023, six (6) and five (5) loans with unpaid balance of \$193,000 and \$93,000 are in default, respectively.

During the nine months ended September 30, 2024, and 2023, the Company recognized interest and default penalty of \$6,207 and \$10,789 and amortization debt discount of \$23,904 and \$0, respectively.

As of September 30, 2024, and December 31, 2023, the Company had loans payable of \$525,150 and \$422,150, accrued interest of \$20,291 and \$14,085 and amortization debt discount of \$0 and \$23,904, respectively.

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NOTE 7 – CONVERTIBLE NOTES PAYABLE

Issuance date	Principal Amount	Maturity date	Interest rate	September 30, 2024	December 31, 2023
September 30, 2019	\$ 30,000	September 30, 2021	8%	\$ 30,000	\$ 30,000
January 29, 2020	\$ 10,000	January 29, 2021	8%	10,000	10,000
February 26, 2020	\$ 10,000	February 26, 2021	8%	10,000	10,000
March 6, 2020	\$ 7,500	March 6, 2021	8%	7,500	7,500
March 5, 2020	\$ 3,700	March 5, 2021	8%	5,900	5,900
March 9, 2020	\$ 1,200	March 9, 2021	8%	1,200	1,200
March 26, 2020	\$ 60,000	March 26, 2021	10%	60,000	60,000
March 5, 2021	\$ 11,300	March 5, 2022	8%	11,300	11,300
July 11, 2023	\$ 11,000	July 11, 2024	7%	11,000	11,000
August 22, 2023	\$ 10,000	August 22, 2024	7%	10,000	10,000
November 1, 2023	\$ 7,000	October 31, 2024	7%	7,000	7,000
April 4, 2024	\$ 28,600	October 3, 2024	10%	28,600	-
April 23, 2024	\$ 5,000	April 23, 2025	10%	5,000	-
May 7, 2024	\$ 14,111	October 3, 2024	10%	14,111	-
May 8, 2024	\$ 25,000	May 8, 2025	10%	25,000	-
May 8, 2024	\$ 25,000	May 8, 2025	20%	25,000	-
May 17, 2024	\$ 5,556	October 3, 2024	10%	5,556	-
May 31, 2024	\$ 3,333	October 3, 2024	10%	3,333	-
June 5, 2024	\$ 25,000	June 1, 2025	10%	25,000	-
June 6, 2024	\$ 25,000	June 6, 2025	10%	25,000	-
June 7, 2024	\$ 2,500	June 1, 2025	10%	2,500	-
June 10, 2024	\$ 5,000	June 1, 2025	10%	5,000	-
June 11, 2024	\$ 5,000	June 1, 2025	10%	5,000	-
June 17, 2024	\$ 2,500	June 1, 2025	10%	2,500	-

June 27, 2024	\$	700	June 27, 2025	10%	700	-
July 2, 2024	\$	6,667	October 3, 2024	10%	6,667	-
July 29, 2024	\$	6,667	October 3, 2024	10%	6,667	-
August 9, 2024	\$	16,667	October 3, 2024	10%	16,667	-
August 14, 2024	\$	27,778	October 3, 2024	10%	27,778	-
July 2, 2024	\$	6,000	June 1, 2025	10%	6,000	-
July 3, 2024	\$	4,000	June 1, 2025	10%	4,000	-
July 17, 2024	\$	25,000	July 17, 2025	10%	25,000	-
August 22, 2024	\$	25,000	August 19, 2025	10%	25,000	-
					\$ 453,979	\$ 163,900
Less: Unamortized debt discount					(130,506)	(18,070)
Total convertible notes payable					323,473	145,830
Less: Current portion					323,473	145,830
Long-term portion					\$ -	\$ -

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The components of convertible notes payable as of September 30, 2024, and December 31, 2023, were as follows:

Convertible notes payable consists of the following:

- Terms ranging from five months to one year.
- Annual interest rates range from 7% – 10%.
- Convertible at the option of the holders at any time during the period of note, after maturity date or 6 months after issuance date.
- Conversion prices is a fixed of \$0.50 for certain notes. Certain notes have a conversion price of 25% and 45% discount to the operative market valuation of the Company.

During the nine months ended September 30, 2024, and 2023, the Company issued convertible notes of \$290,079 and \$21,000, respectively.

During the year ended December 31, 2023, the Company entered into three convertible notes with two investors for the principal amount of \$28,000 in cash with an interest rate of 7% per annum. According to terms and condition of the agreement, the noteholder has the right from time to time during the period of the note to convert the unpaid principal into common stock at conversion price of 25% discount to the average trading price during the ten (10) day period ending on the last complete trading day prior to the conversion date. As of the issuance date of the notes, the Company recognized the additional of new derivative of \$28,000 as debt discount and \$2,935 Day 1 loss on derivative. The debt discount is being amortized over the life of the note using the effective interest method (Note 8).

On April 4, 2024, the Company entered into a convertible promissory note of \$100,000 with 10% original issue discount (OID), interest rate of 10% per annum, conversion price of 55% of the average price of the Company's common stock during the 20 consecutive trading days prior to the date of the conversion with maturity date of October 3, 2024. During the period ended September 30, 2024, the Company obtained the initial consideration of \$98,700 with 10% OID of \$10,679 for total initial principal amount of \$109,379.

During the nine months ended September 30, 2024, the Company entered into seven (7) convertible promissory notes of \$180,700 with an interest rate of 10% and 20% per annum for a term of 12 months. The noteholders have the right from time to time during the period of the note to convert the unpaid principal into common stock at conversion price of 25% and 45% discount to the average trading price during the ten (10) day period ending on the last complete trading day prior to the conversion date.

As of September 30, 2024, and December 31, 2023, ten (10) and eight (8) convertible notes with unpaid balance of \$156,900 and \$135,000 are in default, respectively

During the nine months ended September 30, 2024, and 2023, the Company recognized interest of \$19,988 and \$9,275, amortization debt discount of \$165,809 and \$3,500, respectively.

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As of September 30, 2024, and December 31, 2023, the Company had convertible notes payable of \$453,979 and \$163,900, unamortized debt discount of \$130,506 and \$18,070 and accrued interest of \$66,322 and \$46,335, respectively.

Note 8 -DERIVATIVE LIABILITIES

The Company analyzed the conversion option for derivative accounting consideration under ASC 815, Derivatives and Hedging, and hedging, and determined that the instrument should be classified as a liability since the conversion option becomes effective at issuance resulting in there being no explicit limit to the number of shares to be delivered upon settlement of the above conversion options. The Company accounts for warrants as a derivative liability due to there being no explicit limit to the number of shares to be delivered upon settlement of all conversion options.

Fair Value Assumptions Used in Accounting for Derivative Liabilities.

ASC 815 requires us to assess the fair market value of derivative liability at the end of each reporting period and recognize any change in the fair market value as other income or expense item.

The Company determined our derivative liabilities to be a Level 3 fair value measurement and used the Black-Scholes pricing model to calculate the fair value as of September 30, 2024. The Black-Scholes model requires six basic data inputs: the exercise or strike price, time to expiration, the risk-free interest rate, the current stock price, the estimated volatility of the stock price in the future, and the dividend rate. Changes to these inputs could produce a significantly higher or lower fair value measurement. The fair value of each convertible note is estimated using the Black-Scholes valuation model.

For the nine months ended September 30, 2024, and the year ended December 31, 2023, the estimated fair values of the liabilities measured on a recurring basis are as follows:

	Nine months ended September 30, 2024	Year ended December 31, 2023
Term	0.01 - 1.00 years	0.6 - 1.00 years
Expected average volatility	0% - 304%	262 - 365%
Expected dividend yield	-	-
Risk-free interest rate	3.98% -5.39%	4.79% - 5.46%

The following table summarizes the changes in the derivative liabilities during the nine months ended September 30, 2024.

Fair Value Measurements Using Significant Observable Inputs (Level 3)	
Balance - December 31, 2023	\$ 32,241
Addition of new derivatives recognized as debt discounts	267,566
Addition of new derivatives recognized as loss on derivatives	48,249
Gain on change in fair value of the derivative	(71,770)
Balance - September 30, 2024	<u>\$ 276,286</u>

The aggregate loss on derivatives during the nine months ended September 30, 2024, and 2023 was as follows.

	Nine Months Ended September 30	
	2024	2023
Day one loss due to derivative liabilities on convertible note	\$ 48,249	\$ 1,406
Loss (gain) on change in fair value of the derivative liabilities	(71,770)	7,091
	<u>\$ (23,521)</u>	<u>\$ 8,497</u>

NOTE 9 –STOCKHOLDERS' EQUITY

The Company is authorized to issue 110,000,000 shares of stock with a par value of \$0.001 per share, 10,000,000 shares of which are Preferred Stock.

Preferred Stock

The Board of Directors has previously designated and adopted (i) Preferred Stock in 1,000,000 shares as Series A (were previously issued and converted into Common stock during the quarter ended June 30,2021), (ii) 1,000,000 as Series B. On October 31,2022, the Board of Directors designated Preferred Stock in 1,000,000 shares as Series C, all Series having par value of \$0.001 per share.

Series B Preferred stock will be issued to secure debt or equity or any combination to be acquired by the Company. The holders of Series B Preferred stock shall be entitled to be paid out of the assets of the Company a value of \$20 per share of Series B Preferred stock. As of the date of these financial Statements, the Agreement has not been closed and no shares of Series B Preferred stock issued.

Series C Preferred stock shall not be converted into shares of the Common stock. Except as may be required by the Nevada Business Corporation Act, the Series C Preferred stock shall not be entitled to receive cash, stock or other property as dividends.

Common Stock

During the nine months ended September 30, 2023, the Company issued 25,000 shares of common stock for compensation -management, valued at \$37,500.

On March 27, 2024, the Company entered into a consulting agreement for corporate administration and governance purposes for a term of 12 months. The consulting fees agreed by issuance 6,000,000 shares of restricted common stock to consultant. During the nine months of September 30, 2024, the Company issued 6,000,000 shares of restricted common stock, valued at \$2,280,000 based on market value on agreement date.

As of September 30, 2024, and December 31, 2023, the Company had 94,579,434 shares and 88,579,434 shares of Common Stock outstanding, and no shares of Preferred Stock issued and outstanding (Series A, B and C). The Board of Directors may fix and determine the relative rights and preferences of the shares of any series established.

NOTE 10 – COMMITMENTS

On September 28, 2022, the Company entered into a Share Exchange Agreement (“SEA”) with Active World Holdings, Inc. a Pennsylvania corporation (DBA Active World Club) , (“AWC”), for exchange 100% of issued and outstanding shares of capital stock of AWH’s wholly owned subsidiary, AWC Unity Metaverse, a corporation to be formed whose sole assets is its metaverse platform (“Metaverse Assets”) which can be replaced for the Company client base for 1,000,000 shares of Series B Convertible Preferred Stock of the Company. On December 15, 2022, the Company and AWH entered into the first amendment to SEA, and agreed (i) rename AWC Metaverse, Inc. (ii) issuance 500,000 shares of Series B convertible Preferred Stock upon the signing amendment and 500,000 shares of Series B Convertible Preferred Stock upon the completion the first \$2,500,000 in metaverse sales (iii) AWC will have the sole right to choose the second tranche of 500,000 shares of Series B Convertible Preferred Stock into a like kind Preferred class to be determined in the wholly owned metaverse subsidiary contemplated herein. As of September 30,2024, the first tranche of 500,000 shares of Series B Convertible Preferred Stock has not been issued.

On November 1, 2023, the Company entered into a mutual venture agreement with an entity for operation of a yacht charter business. During the year ended December 31, 2023, the Company received \$100,000 in advance, but the agreement was not completed and signed. As of September 30, 2024, the Company owns \$100,000 to the other part of the agreement.

NOTE 11 - SUBSEQUENT EVENTS

Management evaluated all additional events through the date the consolidated financial statements were available to be issued. Based upon this review, unless noted below, the Company did not identify any material subsequent events that would have required adjustment or disclosure in the consolidated financial statements.

GIVBUX, INC.
AMENDED AND RESTATED
BY-LAWS

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AMENDED AND RESTATED
BY-LAWS
OF
GIVBUX, INC.

ARTICLE I
OFFICES

The principal office of the corporation shall be designated time to time by the corporation and may be within or outside of Nevada.

The corporation may have such other offices, either within or outside Nevada, as the board of directors may designate or as the business of the corporation may require from time to time.

The registered office of the corporation required by the Nevada Business Corporation Act to be maintained in Nevada may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the board of directors.

ARTICLE II
SHAREHOLDERS

Section 1. ANNUAL MEETING. The annual meeting of the shareholders shall be held on a date and at a time fixed by the board of directors of the corporation (or by the president in the absence of action by the board of directors) for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors is not held on the day fixed as provided herein for any annual meeting of the shareholders, or any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as it may conveniently be held.

A shareholder may apply to the district court in the county in Nevada where the corporation's principal office is located or, if the corporation has no principal office in Nevada, to the district court of the county in which the corporation's registered office is located to seek an order that a shareholder meeting be held (i) if an annual meeting was not held within six months after the close of the corporation's most recently ended fiscal year or fifteen months after its last annual meeting, whichever is earlier, or (ii) if the shareholder participated in a proper call of or proper demand for a special meeting and notice of the special meeting was not given within thirty days after the date of the call or the date the last of the demands necessary to require calling of the meeting was received by the corporation pursuant to the Nevada Business Corporation Act, or the special meeting was not held in accordance with the notice.

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Section 2. SPECIAL MEETINGS. Unless otherwise prescribed by statute, special meetings of the shareholders may be called for any purpose by the president or by the board of directors. The president shall call a special meeting of the shareholders if the corporation receives one or more written demands for the meeting, stating the purpose or purposes for which it is to be held, signed and dated by holders of shares representing at least ten percent of all the votes entitled to be cast on any issue proposed to be considered at the meeting.

Section 3. PLACE OF MEETING. The board of directors may designate any place, either within or outside Nevada, as the place for any annual meeting or any special meeting called by the board of directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or outside Nevada, as the place for such meeting. If no designation is made, or if a special meeting is called other than by the board, the place of meeting shall be the principal office of the corporation.

Section 4. NOTICE OF MEETING. Written notice stating the place, date, and hour of the meeting shall be given not less than ten nor more than sixty days before the date of the meeting, except if any other longer period is required by the Nevada Business Corporation Act. The secretary shall be required to give such notice only to shareholders entitled to vote at the meeting except as otherwise required by the Nevada Business Corporation Act.

Notice of a special meeting shall include a description of the purpose or purposes of the meeting. Notice of an annual meeting need not include a description of the purpose or purposes of the meeting except the purpose or purposes shall be stated with respect to (i) an amendment to the articles of incorporation of the corporation, (ii) a merger or share exchange in which the corporation is a party and, with respect to a share exchange, in which the corporation's shares will be acquired, (iii) a sale, lease, exchange or other disposition (i other than in the usual and regular course of business, of all or substantially all of the property of the corporation or of another entity which this corporation controls, in each case with or without the goodwill, (iv) a dissolution of the corporation, (v) restatement of the articles of incorporation, or (vi) any other purpose for which a statement of purpose is required by the Nevada Business Corporation Act. Notice shall be given personally or by mail, private carrier, electronically transmitted facsimile or other form of wire or wireless communication by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed and if in a comprehensible form, such notice shall be deemed to be given and effective when deposited in the United States mail, properly addressed to the shareholder at his address as it appears in the corporation's current record of shareholders, with first class postage prepaid. If notice is given other than by mail and provided that such notice is in a comprehensible form, the notice is given and to be effective when sent.

If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at corporate expense. No notice need be sent to any shareholder if three successive, notices mailed to the last known address of such shareholder have been returned as undeliverable until such time as another address for such shareholder is made known to the corporation by such shareholder. In order to be entitled to receive notice of any meeting, a shareholder shall advise the corporation in writing of any change in such shareholder's mailing address as shown on the corporation's books and records.

When a meeting is adjourned to another date, time or place, notice need not be given of the new date, time, or place if the new date, time, or place of such meeting is announced before adjournment at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business that may have been transacted at the original meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a new notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting as of the new record date.

A shareholder may waive notice of a meeting before or after the time and date of the meeting by a writing signed by such shareholder. Such waiver shall be delivered to the corporation for filing with the corporate records, but this delivery and filing shall not be conditions to the effectiveness of the waiver. Further, by attending a meeting either in person or by proxy, a shareholder waives objection to lack of notice or defective notice of the meeting unless the shareholder objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting because of lack of notice or defective notice. By attending the meeting, the shareholder also waives any objection to consideration at the meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the shareholder objects to considering the matter when it is presented.

Section 5. FIXING OF RECORD DATE. For the purpose of determining shareholders entitled to (i) notice of or vote at any meeting of shareholders or any adjournment thereof, (ii) receive distributions or share dividends, (iii) demand a special meeting, or (iv) make a determination of shareholders for any other proper purpose, the board of directors may fix a future date as the record date for any such determination of shareholders, such date in any case to be not more than seventy days, and, in case of a meeting of shareholders, not less than ten days, prior to the date on which the particular action requiring such determination of shareholders is to be taken. If no record date is fixed by the directors, the record date shall be the day before the notice of the meeting is given to shareholders, or the date on which the resolution of the board of directors providing for a distribution is adopted, as the case may be. When a determination of shareholders entitled to vote at any meeting of shareholders is made as provided in this section, such determination shall apply to any adjournment thereof unless the board of directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. Unless otherwise specified when the record date is fixed, the time of day for such determination shall be as of the corporation's close of business on the record date.

Notwithstanding the above, the record date for determining the shareholders entitled to take action without a meeting or entitled to be given notice of action so taken shall be the date a writing upon which the action is taken is first received by the corporation. The record date for determining shareholders entitled to demand a special meeting shall be the date of the earliest of any of the demands pursuant to which the meeting is called.

Section 6. VOTING LISTS. After a record date is fixed for a shareholders' meeting, the secretary shall make, at the earlier of ten days before such meeting or two business days after notice of the meeting has been given, a complete list of the shareholders entitled to be given notice of such meeting or any adjournment thereof. The list shall be arranged by voting groups and within each voting group by class or series of shares, shall be in alphabetical order within each class or series, and shall show the address of and the number of shares of each class or series held by each shareholder. For the period beginning the earlier of ten days prior to the meeting or two business days after notice of the meeting is given and continuing through the meeting and any adjournment thereof, this list shall be kept on file at the principal office of the corporation, or at a place (which shall be identified in the notice) in the city where the meeting will be held. Such list shall be available for inspection on written demand by any shareholder (including for the purpose of this Section 6 any holder of voting trust certificates) or his agent or attorney during regular business hours and during the period available for inspection. The original share transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders.

Any shareholder, his agent or attorney may copy the list during regular business hours and during the period it is available for inspection, provided (i) the shareholder has been a shareholder for at least three months immediately preceding the demand or holds at least five percent of all outstanding shares of any class of shares as of the date of the demand, (ii) the demand is made in good faith and for a purpose reasonably related to the demanding shareholder's interest as a shareholder, (iii) the shareholder describes with reasonable particularity the purpose and the records the shareholder desires to inspect, (iv) the records are directly connected with the described purpose, and (v) the shareholder pays a reasonable charge covering the costs of labor and material for such copies, not to exceed the estimated cost of production and reproduction.

Section 7. RECOGNITION PROCEDURE FOR BENEFICIAL OWNERS. The board of directors may adopt by resolution a procedure whereby a shareholder of the corporation may certify in writing to the corporation that all or a portion of the shares registered in the name of such shareholder are held for the account of a specified person or persons. The resolution may set forth (i) the types of nominees to which it applies, (ii) the rights or privileges that the corporation will recognize in a beneficial owner, which may include rights and privileges other than voting, (iii) the form of certification and the information to be contained therein, (iv) if the certification is with respect to a record date, the time within which the certification must be received by the corporation, (v) the period for which the nominee's use of the procedure is effective, and (vi) such other provisions with respect to the procedure as the board deems necessary or desirable. Upon receipt by the corporation of a certificate complying with the procedure established by the board of directors, the persons specified in the certification shall be deemed, for the purpose or purposes set forth in the certification, to be the registered holders of the number of shares specified in place of the shareholder making the certification.

Section 8. QUORUM AND MANNER OF ACTING. A majority of the votes entitled to be cast on a matter by a voting group represented in person or by proxy, shall constitute a quorum of that voting group for action on the matter. If less than a majority of such votes are represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time without further notice, for a period not to exceed 120 days for anyone adjournment. If a quorum is present at such adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, unless the meeting is adjourned, and a new record date is set for the adjourned meeting.

If a quorum exists, action on a matter other than the election of directors by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast within the voting group opposing the action, unless the vote of a greater number or voting by classes is required by law or the articles of incorporation.

Section 9. PROXIES. At all meetings of shareholders, a shareholder may vote by proxy by signing an appointment form or similar writing, either personally or by his duly authorized attorney-in-fact. A shareholder may also appoint a proxy by transmitting or authorizing the transmission of a facsimile or other electronic transmission providing a written statement of the appointment to the proxy, a proxy solicitor, proxy support service organization, or other person duly authorized by the proxy to receive appointments as agent for the proxy, or to the corporation. The transmitted appointment shall set forth or be transmitted with written evidence from which it can be determined that the shareholder transmitted or authorized transmission of the appointment. The proxy appointment for similar writing

shall be filed with the secretary of the corporation before or at the time of the meeting. The appointment of a proxy effective when received by the corporation and is valid for eleven (11) months unless a different period is expressly provided in the appointment form or similar writing.

Any complete copy, including an electronically transmitted facsimile, of an appointment of a proxy may be substituted for or used in lieu of the original appointment for any purpose for which the original appointment could be used.

Revocation of a proxy does not affect the right of the corporation to accept the proxy's authority unless (i) the corporation had notice that the appointment was coupled with an interest and notice that such interest is extinguished is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises his authority under the appointment, or (ii) other notice of the revocation of the appointment is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises his authority under the appointment. Other notice of revocation may in, the discretion of the corporation, be deemed to include the appearance at a shareholders' meeting of the shareholder who granted the proxy and his voting in person on any matter subject to a vote at such meeting.

The death or incapacity of the shareholder appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises his authority under the appointment.

The corporation shall not be required to recognize an appointment made irrevocable if it has received a writing revoking the appointment signed by the shareholder Including a shareholder who is a successor to the shareholder who granted the proxy) either personally or by his attorney-in-fact, notwithstanding that the revocation may be a breach of an obligation of the shareholder to another person not to revoke the appointment.

Subject to Section 11 and any express limitation on the proxy's authority appearing on the appointment form, the corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

Section 10. VOTING OF SHARES. Except as may be provided for in any Certificate of Designation of a series of Preferred Stock, each outstanding share, regardless of class, shall be entitled to one vote, except to the extent that the voting rights of the shares of any class or classes are limited or denied by the articles of incorporation as permitted by the Nevada Business Corporation Act. Cumulative voting shall not be permitted in the election of directors or for any other purpose. Each record holder of shares shall be entitled to vote in the election of directors and shall have as many votes for each of the shares owned by him as there are directors to be elected and for whose election he has the right to vote.

At each election of directors, that number of candidates equaling the number of directors to be elected, having the highest number of votes cast in favor of their election, shall be elected to the board of directors.

Except as otherwise ordered by a court of competent jurisdiction upon a finding that the purpose of this Section would not be violated in the circumstances presented to the court, the shares of the corporation are not entitled to be voted if they are owned, directly or indirectly, by a second corporation, domestic or foreign, and the first corporation owns, directly or indirectly, a majority of the shares entitled to vote for directors of the second corporation except to the extent the second corporation holds the shares in a fiduciary capacity.

Redeemable shares are not entitled to be voted after notice of redemption is mailed to the holders and a sum sufficient to redeem the shares has been deposited with a bank, trust company or other financial institution under an irrevocable obligation to pay the holders the redemption price on surrender of the shares.

Section 11. CORPORATION'S ACCEPTANCE OF VOTES. If the name signed on a vote, consent, waiver, proxy appointment, or proxy appointment revocation corresponds to the name of a shareholder, the corporation, if acting in good faith, is entitled to accept the vote, consent, waiver, proxy appointment or proxy appointment revocation and give it effect as the act of the shareholder. If the name signed on a vote, consent, waiver, proxy appointment or proxy appointment revocation does not correspond to the name of a shareholder, the corporation, if acting in good faith, is nevertheless entitled to accept the vote, consent, waiver, proxy appointment or proxy appointment revocation and to give it effect as the act shareholder if:

(i) the shareholder is an entity and the name signed purports to be that of an officer or agent of the entity;

(ii) the name signed purports to be that of an administrator, executor, guardian, or conservator representing the shareholder and; if the corporation requests, evidence of fiduciary status acceptable to the corporation has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

(iii) the name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and, if the corporation requests, evidence of this status acceptable to the corporation has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

(iv) the name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the shareholder and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

(v) two or more persons are the shareholder as co-tenants or fiduciaries and the name signed purports to be the name of at least one of the co-tenants or fiduciaries, and the person signing appears to be acting on behalf of all the co-tenants or fiduciaries; or

(vi) the acceptance of the vote, consent, waiver, proxy appointment or proxy appointment revocation is otherwise proper under rules established by the corporation that are not inconsistent with this Section 11.

The corporation is entitled to reject a vote, consent, waiver, proxy appointment or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

Neither the corporation nor its officers nor any agent who accepts or rejects a vote, consent, waiver, proxy appointment or proxy appointment revocation in good faith and in accordance with the standards of this Section is liable in damages for the consequences of the acceptance or rejection.

Section 12. INFORMAL ACTION BY SHAREHOLDERS. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a written consent (or counterparts thereof) that sets forth the action so taken is signed by shareholders holding at least that proportion of the voting power necessary to approve such action and received by the corporation. Such consent shall have the same force and effect as a vote of the shareholders and may be stated as such in any document. Action taken under this Section 12 is effective as of the date the last writing necessary to affect the action is received by the corporation, unless the writings specify a different effective date, in which case such specified date shall be the effective date for such action. The record date for determining shareholders entitled to take action without a meeting is the date the corporation first receives a writing upon which the action is taken.

Any shareholder who has signed a writing describing and consenting to action taken pursuant to this Section 12 may revoke such consent by a writing signed by the shareholder describing the action and stating that the shareholder's prior consent thereto is revoked if such writing is received by the corporation before the effectiveness of the action.

Section 13. MEETINGS BY TELECOMMUNICATION. Any or all of the shareholders may participate in an annual or special shareholders' meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE III BOARD OF DIRECTORS

Section 1. GENERAL POWERS. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, its board of directors, except as otherwise provided in the Nevada Business Corporation Act or the articles of incorporation, as amended.

In limitation of the powers conferred by statute, the Board of Directors is expressly authorized to do the following actions only if taken by a two-thirds majority vote of the Board of Directors acting jointly with certain stockholders who act by the affirmative vote of the

holders of at least Sixty-six Percent (66%) of the voting power of all of the shares of Series C Preferred Stock of the Corporation; except that when the laws of the State of Nevada require the consent of all shareholders to approve an action taken by the Board of Directors, the vote required will be Sixty-six Percent (66%) of the voting power of all of the common stock and all of the classes or series of preferred Stock, then entitled to vote generally in the election of directors, voting together as a single class:

- (a) To distribute to the stockholders of the Corporation out of capital surplus of the Corporation a portion of its assets, in cash or property, subject to the requirements of law, and such distribution is expressly permitted without the vote of the stockholders;
- (b) To cause the Corporation to make purchases of its shares, directly or indirectly, to the extent of unreserved and unrestricted earned surplus available therefore, without the vote of the stockholders;
- (c) If at any time the Corporation has more than one class of authorized or outstanding stock, to pay dividends on shares of any class to the holders of shares of any class, without the vote of the stockholders of the class in which the payment is to be made;
- (d) To amend these articles of incorporation,
- (e) To issue new stock or debt, including the issuance of treasury stock,
- (f) To purchase, sell or transfer any substantial part of the Corporation's assets,
- (g) To merge or sell the Corporation or acquire another entity,
- (h) To dissolve or liquidate the Corporation,
- (i) To make a material change in the business of the Corporation,
- (j) To make any substantial contract or incur any substantial debt or obligation of the Corporation,
- (k) To file bankruptcy, enter into any insolvency proceeding or make any assignment for the benefit of creditors or compromise any debt, and
- (l) To take any action which the Board of Directors is required or permitted to take without a meeting by written consent, setting forth the action so taken, signed by a majority of the directors entitled to vote thereon.

Provided, however, that only the stockholders of the Corporation, and not the Directors, acting by the affirmative vote of the holders of at least Sixty-six Percent (66%) of the voting power of all of the shares of capital stock of the Corporation, which shall include all of the common stock and all of the classes or series of preferred Stock, then entitled to vote generally in the election of directors, voting together as a single class, shall have the authority to adopt, amend or repeal the By-Laws of the Corporation.

Section 2. NUMBER, QUALIFICATIONS AND TENURE. Subject to corporation's articles of incorporation, as amended, the number of directors of the corporation maybe fixed from time to time by the board of directors, within a range of no less than one or more than fifteen, but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director. A director shall be a natural person who is eighteen years of age or older. A director need not be a resident of Nevada or a shareholder of the corporation.

Directors shall be elected at each annual meeting of shareholders.

Each director shall hold office until the next annual meeting of shareholders following his election and thereafter until his successor shall have been elected and qualified. Directors shall be removed in the manner provided by the Nevada Business Corporation Act. Any director may be removed by the shareholders of the voting group that elected the director, with cause, at a meeting called for that purpose. The notice of the meeting shall state that the purpose or one of the purposes of the meeting is removal of the director. A director may be removed only if the number of votes cast in favor of removal exceeds the number of votes cast against removal.

Section 3. VACANCIES. Any director may resign at any time by giving written notice to the secretary. Such resignation shall take effect at the time the notice is received by the secretary unless the notice specifies a later effective date. Unless otherwise specified in the notice of resignation, the corporation's acceptance of such resignation shall not be necessary to make it effective. Any vacancy on the board

of directors may be filled by the affirmative vote of a majority of the shareholders at a special meeting called for that purpose or by the board of directors. If the directors remaining in office constitute fewer than a quorum of the board, the directors may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If elected by the directors, the director shall hold office until the next annual shareholders' meeting at which directors are elected. If elected by the shareholders, the director shall hold office for the unexpired term of his predecessor in office; except that, if the director's predecessor was elected by the directors to fill a vacancy, the director elected by the shareholders shall hold office for the unexpired term of the last predecessor elected by the shareholders.

Section 4. REGULAR MEETINGS. A regular meeting of the board of directors shall be held without notice immediately after and at the same place as the annual meeting of shareholders. The board of directors may provide by resolution the time and place, either within or outside Nevada, for the holding of additional regular meetings without other notice.

Section 5. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any one of the directors. The person or persons authorized to call special meetings of the board of directors may fix any place, either within or outside Nevada, as the place for holding any special meetings of the board of directors called by them.

Section 6. NOTICE. Notice of the date, time and place of any special meeting shall be given to each director at least two days prior to the meeting by written notice either personally delivered or mailed to each director at his business address, or by notice transmitted by private courier, electronically transmitted facsimile or other form of wire or wireless communication. If mailed, such notice shall be deemed to be given and to be effective when deposited in the United States mail, properly addressed, with first class postage prepaid. If notice is given by electronically transmitted facsimile or other similar form of wire or wireless communication, such notice shall be deemed to be given and to be effective when sent. If a director has designated in writing one or more reasonable addresses or facsimile numbers for delivery of notice to him, notice sent by mail, electronically transmitted facsimile or other form of wire or wireless communication shall not be deemed to have been given or to be effective unless sent to such addresses or facsimile numbers, as the case may be.

A director may waive notice of a meeting before or after the time and date of the meeting by a writing signed by such director. Such waiver shall be delivered to the secretary for filing with the corporate records, but such delivery and filing shall not be conditions to the effectiveness of the waiver. Further, a director's attendance at or participation in a meeting waives any required notice to him of the meeting unless at the beginning of the meeting, or promptly upon his later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meetings of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 7. QUORUM. A majority of the number of directors fixed by the board of directors pursuant to Article III, Section 2 or, if no number is fixed, a majority of the number in office immediately before the meeting begins, shall constitute a quorum for the transaction of business at any meeting of the board of directors.

Section 8. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 9. COMPENSATION. By resolution of the board of directors, any director may be paid anyone or more of the following: his expenses, if any, of attendance at meetings, a fixed sum for attendance at each meeting, a stated salary as director, or such other compensation as the corporation and the director may reasonably agree upon. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 10. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the board of directors or committee of the board at which action on any corporate matter taken shall be presumed to have assented to all action taken at the meeting unless (i) the director objects at the beginning of the meeting, or promptly upon his arrival, to the holding of the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting, (ii) the director contemporaneously requests that his dissent or abstention as to any specific action taken be entered in the minutes of the meeting, (iii) the director causes written notice of his dissent or abstention as to any specific action to be received by the presiding officer of the meeting before its adjournment or by the secretary promptly after the adjournment of the meeting. A director may dissent to a specific action at a meeting, while assenting to others. The right to dissent to a specific action taken at a meeting of the board of directors or a committee of the board shall not be available to a director who voted in favor of such action.

Section 11. COMMITTEES. By resolution adopted by a majority of all the directors in office when the action is taken, the board of directors may designate from among its members an executive committee and one or more other committees and appoint one or more members of the board of directors to serve on them. To the extent provided in the resolution.

Sections 4, 5, 6, 7, 8 or 12 of Article III, which govern meetings, notice, waiver of notice, quorum, voting requirements and action without a meeting of the board of directors, shall apply to committees and their members appointed under this Section 11.

Neither the designation of any such committee, the delegation of authority to such committee, nor any action by such committee pursuant to its authority shall alone constitute compliance by any member of the board of directors or a member of the committee in question with his responsibility to conform to the standard of care set forth in Article III, Section 14 of these bylaws.

Section 12. INFORMAL ACTION BY DIRECTORS. Any action required or permitted to be taken at a meeting of the directors or any committee designated by the board of directors may be taken without a meeting if a written consent (or counterparts thereof) that sets forth the action so taken is signed by all of the directors entitled to vote with respect to the action taken. Such consent shall have the same force and effect as a unanimous vote of the directors or committee members and may be stated as such in any document. Unless the consent specifies a different effective time or date, action taken under this Section 12 is effective at the time or date the last director signs a writing describing the action taken, unless, before such time, any director has revoked his consent by a writing signed by the director and received by the president or the secretary of the corporation.

Section 13. TELEPHONIC MEETINGS. The board of directors may permit any director (or any member of a committee designated by the board) to participate in a regular or special meeting of the board of directors or a committee thereof through the use of any means of communication by which all directors participating in the meeting can hear each other during the meeting. A director participating in a meeting in this manner is deemed to be present in person at the meeting.

Section 14. STANDARD OF CARE. A director shall perform his duties as a director, including without limitation his duties as a member of any committee of the board, in good faith, in a manner he reasonably believes to be in the best interests of the corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In performing his duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by the persons herein designated. However, he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director shall not be liable to the corporation or its shareholders for any action he takes or omits to take as a director if, in connection with such action or omission, he performs his duties in compliance with this Section 14.

The designated persons on whom a director is entitled to rely are (i) one or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented, (ii) legal counsel, public accountant, or other person as to matters which the director reasonably believes to be within such person's professional or expert competence, or (iii) a committee designated by the board of directors may be taken without a meeting if a written consent (or counterparts thereof) that sets forth the action so taken is signed by all of the directors entitled to vote with respect to the action taken. Such consent shall have the same force and effect as a unanimous vote of the directors or committee members and may be stated as such in any document. Unless the consent specifies a different effective time or date, action taken under this Section 12 is effective at the time or date the last director signs a writing describing the action taken, unless, before such time, any director has revoked his consent by a writing signed by the director and received by the president or the secretary of the corporation.

The designated persons on whom a director is entitled to rely are (i) one or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented, (ii) legal counsel, public accountant, or other person as to matters which the director reasonably believes to be within such person's professional or expert competence, or (iii) a committee of the board of directors on which the director desires to serve if the director reasonably believes the committee merits confidence.

ARTICLE IV OFFICERS AND AGENTS

Section 1. GENERAL. The officers of the corporation chief executive officer and/or president, a secretary and a treasurer and may also include one or more vice presidents, each officer shall be appointed by the board of directors and natural person eighteen years of age or older. One person more than one office. The board of directors or an officer or authorized by the board may appoint such other officers, officers, committees, and agents, including a chairman of assistant secretaries and assistant treasurers, as they may consider necessary.

Except as expressly prescribed by these bylaws, of directors or the officer or officers authorized by the board from time to time determine the procedure for the officers, their authority and duties and their compensation, that the board of directors may change the authority, duties compensation of any officer who is not appointed by the board.

Section 2. APPOINTMENT AND TERM OF OFFICE. The officers of the corporation to be appointed by the board of directors shall be appointed at each annual meeting of the board held after each annual meeting of the shareholders. If the appointment of officers is not made at such meeting or if an officer or officers are to be appointed by another officer or officers of the corporation, such appointments shall be made as determined by the board of directors or the appointing person or persons. Each officer shall hold office until the first of the following occurs: his successor shall have been duly appointed and qualified, his death, his resignation, or his removal in the manner provided in Section 3.

Section 3. RESIGNATION AND REMOVAL. An officer may resign at any time by giving written notice of resignation to the president, secretary or other person who appoints such officer. The resignation is effective when the notice is received by the corporation unless the notice specifies a later effective date.

Any officer or agent may be removed at any time with or without cause by the board of directors or an officer or officers authorized by the board. Such removal does not affect the contract rights, if any, of the corporation or of the person so removed. The appointment of an officer or agent shall not in itself create contract rights.

Section 4. VACANCIES. A vacancy in any office, however occurring, may be filled by the board of directors, or by the officer or officers authorized by the board, for the unexpired portion of the officer's term. If an officer resigns and his resignation is made effective at a later date, the board of directors, or officer or officers authorized by the board, may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date if the board of directors or officer or officers authorized by the board provide that the successor shall not take office until the effective date. In the alternative, the board of directors, or officer or officers authorized by the board of directors, may remove the officer at any time before the effective date and may fill the resulting vacancy.

Section 5. PRESIDENT. The president shall preside at all meetings of shareholders and all meetings of the board of directors unless the board of directors has appointed a chairman, vice chairman, or other officer of the board and has authorized such person to preside at meetings of the board of directors. Subject to the direction and supervision of the board of directors, the president shall be the chief executive officer of the corporation and shall have general and active control of its affairs and business and general supervision of its officers, agents, and employees. Unless otherwise directed by the board of directors, the president shall attend in person or by substitute appointed by him or shall execute on behalf of the corporation written instruments appointing a proxy or proxies to represent the corporation, at all meetings of the shareholders of any other corporation in which the corporation holds any shares. On behalf of the corporation, the president may in person or by substitute or by proxy execute written waivers of notice and consents with respect to any such meetings. At all such meetings and otherwise, the president, in person or by substitute or proxy, may vote the shares held by the corporation, execute written consents and other instruments with respect to such shares, and exercise any and all rights and powers incident to the ownership of said shares, subject to the instructions, if any, of the board of directors. The president shall have custody of the treasurer's bond, if any. The president shall have such additional authority and duties as are appropriate and customary for the office of president and chief executive officer, except as the same may be expanded or limited by the board of directors from time to time.

Section 6. VICE PRESIDENTS. The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the board of directors. In the absence of the president, the vice president, if any (or, if more than one, the vice presidents in the order designated by the board of directors, or if the board makes no such designation, then the vice president designated by the president, or if neither the board nor the president makes any such designation, the senior vice president as determined by first election to that office), shall have the powers and perform the duties of the president.

Section 7. SECRETARY. The secretary shall (i) prepare and maintain as permanent records the minutes of the proceedings of the shareholders and the board of directors, a record of all actions taken by the shareholders or board of directors without a meeting, a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the corporation, and a record of all waivers of notice of meetings of shareholders and of the board of directors or any committee thereof, (ii) see that all notices are duly given in accordance with the provisions of these bylaws and as required by law, (iii) serve as custodian of the corporate records and of the seal of the corporation and affix the seal to all documents when authorized by the board of directors, (iv) keep at the corporation's registered office or principal place of business a record containing the names and addresses of all shareholders in a form that permits preparation of a list of shareholders arranged by voting group and by class or series of shares within each voting group, that is alphabetical within each class or series and that shows the address of, and the number of shares of each class or series held by, each shareholder, unless

such a record shall be kept at the office of the corporation's transfer agent or registrar, (v) maintain at the corporation's principal office the originals or copies of the corporation's articles of incorporation, bylaws, minutes of all shareholders' meetings and records of all action taken by shareholders without a meeting for the past three years, all written communications within the past three years to shareholders as a group or to the holders of any class or series of shares as a group, a list of the names and business addresses of the current directors and officers, a copy of the corporation's most recent corporate report filed with the Secretary of State, and financial statements showing in reasonable detail the corporation's assets and liabilities and results of operations for the last three years, (vi) have general charge of the stock transfer books of the corporation, unless the corporation has a transfer agent, (vii) authenticate records of the corporation, and (viii) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary. The directors and/or shareholders may however respectively designate a person other than the secretary or assistant secretary to keep the minutes of their respective meetings.

Any books, records, or minutes of the corporation may be in written form or in any form capable of being converted into written form within a reasonable time:

Section 8. TREASURER. The treasurer shall be the principal financial officer of the corporation, shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the corporation and shall deposit the same in accordance with the instructions of the board of directors. Subject to the limits imposed by the board of directors, he shall receive and give receipts and acquaintances for money paid in on account of the corporation and shall payout of the corporation's funds on hand all bills, payrolls, and other just debts of the corporation of whatever nature upon maturity. He shall perform all other duties incident to the office of the treasurer and, upon request of the board, shall make such reports to it as may be required at any time. He shall, if required by the board, give the corporation a bond in such sums and with such 'sureties as shall be satisfactory to the board, conditioned upon the faithful performance of his duties and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation. He shall have such other powers and perform such other duties as may from time to time be prescribed by the board of directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

The treasurer shall also be the principal accounting officer of the corporation. He shall prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account as required by the General Corporation Law of Nevada, prepare and file all local, state and federal tax: returns, prescribe and maintain an adequate system of internal audit and prepare and furnish to the president and the board of directors statements of account showing the financial position of the corporation and the results of its operations.

ARTICLE V SHARES

Section 1. CERTIFICATES. The board of directors shall be authorized to issue any of its classes of shares with or without certificates. The fact that the shares are not represented by certificates shall have no effect on the rights and obligations of shareholders. If the shares are represented by certificates, such shares shall be represented by consecutively numbered certificates signed, either manually or by facsimile, in the name of the corporation by the president. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, such certificate may nonetheless be issued by the corporation with the same effect as if he were such officer at the date of its issue. All certificates shall be consecutively numbered, and the names of the owners, the number of shares, and the date of issue shall be entered on the books of the corporation. Each certificate representing shares shall state upon its face:

- (i) That the corporation is organized under the laws of Nevada; (ii) The name of the person to whom issued;
- (iii) The number and class of the shares and the designation of the series, if any, that the certificate represents;
- (iv) The par value, if any, of each share represented by the certificate;
- (v) Any restrictions imposed by the corporation upon the transfer of the shares represented by the certificate.

If shares are not represented by certificates, within a reasonable time following the issue or transfer of such shares, the corporation shall send the shareholder a complete written statement of all of the information required to be provided to holders of uncertificated shares by the Nevada Business Corporation Act.

Section 2. CONSIDERATION FOR SHARES. Certificated or uncertificated shares shall not be issued until the shares represented thereby are fully paid. The board of directors may authorize the issuance of shares for consideration consisting of any tangible or intangible property or benefit to the corporation, including cash, promissory notes, services performed or other securities of the corporation. Future services shall not constitute payment or partial payment for shares of the corporation. The promissory note of a subscriber or an affiliate of a subscriber shall not constitute payment or partial payment for shares of the corporation unless the note is negotiable and is secured by collateral, other than the shares being purchased, having a fair market value at least equal to the principal amount of the note. For purposes of this Section 2, “promissory note” means a negotiable instrument on which there is an obligation to pay independent of collateral and does not include a non-recourse note.

Section 3. LOST CERTIFICATES. In case of the alleged loss, destruction, or mutilation of a certificate of stock, the board of directors may direct the issuance of a new certificate in lieu thereof upon such terms and conditions in conformity with law as the board may prescribe. The board of directors may in its discretion require an affidavit of lost certificate and/or a bond in such form and amount and with such surety as it may determine before issuing a new certificate.

Section 4. TRANSFER OF SHARES. Upon surrender to the corporation or to a transfer agent of the corporation of a certificate of stock duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, and receipt of such documentary stamps as may be required by law and evidence of compliance with all applicable securities laws and other restrictions, the corporation shall issue a new certificate to the person entitled thereto and cancel the old certificate. Every such transfer of stock shall be entered on the stock books of the corporation that shall be kept at its principal office or by the person and at the place designated by the board of directors.

Except as otherwise expressly provided in Article II, Sections 7 and 11, and except for the assertion of dissenters’ rights to the extent provided in the Nevada Business Corporation Act, the corporation shall be entitled to treat the registered holder of any shares of the corporation as the owner thereof for all purposes, and the corporation shall not be bound to recognize any equitable or other claim to, or interest in, such shares or rights deriving from such shares on the part of any person other than the registered holder, including without limitation any purchaser, assignee or transferee of such shares or rights deriving from such shares, unless and until such other person becomes the registered holder of such shares, whether or not the corporation shall have either actual or constructive notice of the claimed interest of such other person.

Section 5. TRANSFER AGENT, REGISTRARS AND PAYING AGENTS. The board may at its discretion appoint one or more transfer agents, registrars, and agents for making payment upon any class of stock, bond, debenture, or other security of the corporation. Such agents and registrars may be located either within or outside Nevada. They shall have such rights and duties and shall be entitled to such compensation as may be agreed.

ARTICLE VI INDEMNIFICATION OF CERTAIN PERSONS

Section 1. INDEMNIFICATION. For purposes of Article VI, a “Proper Person” means any person (including the estate or personal representative of a director) 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, and whether formal or informal, by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any foreign or domestic profit or nonprofit corporation or of any partnership, joint venture, trust, profit or nonprofit unincorporated association, limited liability company, or other enterprise or employee benefit plan. The corporation shall indemnify any Proper Person against reasonably incurred expenses (including attorneys’ fees), judgments, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement reasonably incurred by him in connection with such action, suit or proceeding if it is determined by the groups set forth in Section 4 of this Article that he conducted himself in good faith and that he reasonably believed (i) in the case of conduct in his official capacity with the corporation, that his conduct was in the corporation’s best interests, or (ii) in all other cases (except criminal cases), that his conduct was at least not opposed to the corporation’s best interests, or (iii) in the case of any criminal proceeding, that he had no reasonable cause to believe his conduct was unlawful. Official capacity means, when used with respect to a director, the office of director and, when used with respect to any other Proper Person, the office in a corporation held by the officer or the employment, fiduciary or agency relationship undertaken by

the employee, fiduciary, or agent on behalf of the corporation. Official capacity does not include service for any other domestic or foreign corporation or other person or employee benefit plan.

A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement in (ii) of this Section 1. A director's conduct with respect to an employee benefit plan for a purpose that the director did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirement of this section that he conduct himself in good faith.

No indemnification shall be made under this Article VI to a Proper Person with respect to any claim, issue or matter in connection with a proceeding by or in the right of a corporation in which the Proper Person was adjudged liable to the corporation or in connection with any proceeding charging that the Proper Person derived an improper personal benefit, whether or not involving action in an official capacity, in which he was adjudged liable on the basis that he derived an improper personal benefit. Further, indemnification under this section in connection with a proceeding brought by or in the right of the corporation shall be limited to reasonable expenses, including attorneys' fees, incurred in connection with the proceeding.

Section 2. RIGHT TO INDEMNIFICATION. The corporation shall indemnify any Proper Person who was wholly successful, on the merits or otherwise, in defense of any action, suit, or proceeding as to which he was entitled to indemnification under Section 1 of this Article VI against expenses (including attorneys' fees) reasonably incurred by him in connection with the proceeding without the necessity of any action by the corporation other than the determination in good faith that the defense has been wholly successful.

Section 3. EFFECT OF TERMINATION OF ACTION. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 1 of this Article VI. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability, as described in Section 2 of this Article VI.

Section 4. GROUPS AUTHORIZED TO MAKE INDEMNIFICATION DETERMINATION. Except where there is a right to indemnification as set forth in Sections 1 or 2 of this Article or where indemnification is ordered by a court in Section 5, any indemnification shall be made by the corporation only as determined in the specific case by a proper group that indemnification of the Proper Person is permissible under the circumstances because he has met the applicable standards of conduct set forth in Section 1 of this Article. This determination shall be made by the board of directors by a majority vote of those present at a meeting at which a quorum is present, which quorum shall consist of directors not parties to the proceeding ("Quorum"). If a Quorum cannot be obtained, the determination shall be made by a majority vote of a committee of the board of directors designated by the board, which committee shall consist of two or more directors not parties to the proceeding, except that directors who are parties to the proceeding may participate in the designation of directors for the committee. If a Quorum of the board of directors cannot be obtained and the committee cannot be established, or even if a Quorum is obtained or the committee is designated and a majority of the directors constituting such Quorum or committee so directs, the determination shall be made by (i) independent legal counsel selected by a vote of the board of directors or the committee in the manner specified in this Section 4 or, if a Quorum of the full board of directors cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board (including directors who are parties to the action) or (ii) a vote of the shareholders. Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible except that, if the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification and advance of expenses shall be made by the body that selected such counsel.

Section 5. COURT-ORDERED INDEMNIFICATION. Any Proper Person may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 2 of this Article, including indemnification for reasonable expenses incurred to obtain court-ordered indemnification. If a court determines that the Proper Person is entitled to indemnification under Section 2 of this Article, the court shall order indemnification, including the Proper Person's reasonable expenses incurred to obtain court-ordered indemnification. If the court determines that such Proper Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standards of conduct set forth in Section 1 of this Article or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper except that if the Proper Person has been adjudged liable, indemnification shall be limited to reasonable expenses incurred in connection with the proceeding and reasonable expenses incurred to obtain court-ordered indemnification.

Section 6. **ADVANCE OF EXPENSES.** Reasonable expenses (including attorneys' fees) incurred in defending an action, suit or proceeding as described in Section 1 may be paid by the corporation to any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of (i) a written affirmation of such Proper Person's good faith belief that he has met the standards of conduct prescribed by Section 1 of this Article VI, (ii) a written undertaking, executed personally or on the Proper Person's behalf, to repay such advances if it is ultimately determined that he did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment), and (iii) a determination is made by the proper group (as described in Section 4 of this Article VI) that the facts as then known to the group would not preclude indemnification. Determination and authorization of payments shall be made in the same manner specified in Section 4 of this Article VI.

Section 7. **ADDITIONAL INDEMNIFICATION TO CERTAIN PERSONS OTHER THAN DIRECTORS.** In addition to the indemnification provided to officers, employees, fiduciaries or agents because of their status as Proper Persons under this Article, the corporation may also indemnify and advance expenses to them if they are not directors of the corporation to a greater extent than is provided in these bylaws, if not inconsistent with public policy, and if provided for by general or specific action of its board of directors or shareholders or by contract.

Section 8. **WITNESS EXPENSES.** The sections of this Article VI do not limit the corporation's authority to pay or reimburse expenses incurred by a director in connection with an appearance as a witness in a proceeding at a time when he has not been made or named as a defendant or respondent in the proceeding.

Section 9. **REPORT TO SHAREHOLDERS.** Any indemnification of or advance of expenses to a director in accordance with this Article VI, if arising out of a proceeding by or on behalf of the corporation, shall be reported in writing to the shareholders with or before the notice of the next shareholders' meeting. If the next shareholder action is taken without a meeting at the instigation of the board of directors, such notice shall be given to the shareholders at or before the time the first shareholder signs a writing consenting to such action.

ARTICLE VII INSURANCE

Section 1. **PROVISION OF INSURANCE.** By action of the board of directors, notwithstanding any interest of the directors in the action, the corporation may purchase and maintain insurance, in such scope and amounts as the board of directors deems appropriate, on behalf of any person who is or was a director, officer, employee, fiduciary or agent of the corporation, or who, while a director, officer, employee, fiduciary or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic profit or nonprofit corporation or of any partnership, joint venture, trust, profit or non-profit unincorporated association, limited liability company, other enterprise or employee benefit plan, against any liability asserted against, or incurred by, him in that capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of Article VI or applicable law. Any such insurance may be procured from any insurance company designated by the board of directors of the corporation, whether such insurance company is formed under the laws of Nevada or any other jurisdiction of the United States or elsewhere, including any insurance company in which the corporation has an equity interest or any other interest, through share ownership or otherwise.

ARTICLE VIII RIGHTS OF STOCKHOLDERS TO INSPECT AND COPY CORPORATE RECORDS

Section 1. Except as required by the Nevada Business Corporation Act, as amended, any person who has been a stockholder of record of the Corporation and who owns not less than twenty-five (25) percent of all of the issued and outstanding shares of any stock of any class or series of the Corporation or has been authorized in writing by such holder, upon at least five days' written demand, is entitled to inspect in person or by agent or attorney, during normal business hours, the books of account and all financial and business records of the corporation, to make copies of records, and to conduct an audit of such records. Holders of voting trust certificates representing twenty-five (25) percent of the issued and outstanding shares of the corporation are regarded as stockholders for the purpose of this subsection.

Section 2. All of the initial holders of Series C Preferred Stock shall have the irrevocable power to access and inspect the following items of the parent Corporation, any subsidiary or division of the Corporation, or in the name of or in the hands of any employee, agent, trustee

or other person for the benefit of the Corporation: (1) any domain registrar account, (2) any website hosting accounts, (3) any Corporation communication channels and records, such as Email accounts and records, any social media accounts, and any other written, recorded or electronic Corporation communications, and (4) online and/or electronic access to all bank accounts, money market accounts, brokerage or investment accounts or any other financial accounts. The rights of this paragraph shall not accrue to subsequent holders of Series C Preferred Stock.

Section 3. Notwithstanding Nevada N.R.S. 78.257, the provisions of this Article shall apply to this Corporation regardless of whether or not the Corporation has furnished to its stockholders a detailed, annual financial statement or has filed during the preceding 12 months all reports required to be filed pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934.

ARTICLE 1X MISCELLANEOUS

Section 1. SEAL. The board of directors may adopt a corporate seal, which shall contain the name of the corporation and the words, "Seal" and "State of Nevada."

Section 2. FISCAL YEAR. The fiscal year of the corporation shall be as established by the board of directors.

Section 3. AMENDMENTS. Only the stockholders of the corporation, and not the Directors, acting by the affirmative vote of the holders of at least Sixty-six Percent (66%) of the voting power of all of the shares of capital stock of the corporation, which shall include all of the common stock and all of the classes or series of preferred stock, then entitled to vote generally in the election of directors, voting together as a single class, shall have the authority to adopt, amend, alter, change, or repeal the By-Laws of the corporation.

Section 4. RECEIPT OF NOTICES BY THE CORPORATION. Notices, shareholder writings consenting to action, and other documents or writings shall be deemed to have been received by the corporation when they are actually received: (1) at the registered office of the corporation in Nevada; (2) at the principal office of the corporation (as that office is designated in the most recent document filed by the corporation with the secretary of state for Nevada designating a principal office) addressed to the attention of the secretary of the corporation; (3) by the secretary of the corporation wherever the secretary may be found; or (4) by any other person authorized from time to time by the board of directors or the president to receive such writings, wherever such person is found.

Section 5. GENDER. The masculine gender is used in these bylaws as a matter of convenience only and shall be interpreted to include the feminine and neuter genders as the circumstances indicate.

Section 6. CONFLICTS. In the event of any irreconcilable conflict between these bylaws and either the corporation's articles of incorporation or applicable law, the latter shall control.

Section 7. DEFINITIONS. Except as otherwise specifically provided in these bylaws, all terms used in these bylaws shall have the same definition as in the Nevada Business Corporation Act.

/////

Certification

I, Kerry Mitchell, Secretary of GivBux, Inc., a Nevada corporation, hereby certify that the foregoing is a true and correct copy of the Amended and Restated By Laws which were duly adopted by the Board of Directors of GivBux, Inc. on October 31, 2022.

Dated: October 31, 2022

/s/ Kerry Mitchell
Kerry Mitchell

Consulting Agreement

This agreement is entered into by and between GivBux, Inc., a Nevada corporation ("Company") and Gregory Wong ("Consultant") on this October 3, 2022

Recitals

Whereas, Mr. Wong is an independent consultant engaged in business consulting and willing to consult with company; and

Whereas, the company is a Fin-Tech company focused on the development and marketing of its GivBux Super-App; and

Whereas, the company is interested in receiving introductions from consultant of consultants contacts and also assisting the company with its marketing strategies that translate into high revenues; and

Whereas, consultant is interested in introducing his contacts to company as well as assisting the company with its marketing initiatives; and

Whereas, the consultant and company are desirous that the consultant provide certain services to the company as set out herein.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as for:

Terms and Conditions

1.1 Non- Exclusive. Company will retain the services of Consultant on a non-exclusive basis pursuant to the terms and conditions set forth herein.

1.2 Consulting Services. The Company hereby retains the Consultant as an independent consultant to the Company and the Consultant hereby accepts and agrees to such retention.

The Consultant shall:

- A. Drive revenue to the GivBux Brand center by renting the GivBux Lounge and renting associated yachts to drive revenue
- B. Introduce the company to companies and /or individuals that are interested in the company's services or in providing services to the company
- C. Introduce the company to consultant's contacts
- D. Assist with the roll out of new marketing initiatives to increase GivBux Super-App downloads
- E. Introduce the company to consultant's potential investor contacts



1.3 Time, Manner and Place of Performance. The Consultant provides services similar to those provided for herein to other Companies that may include several private companies. The Company agrees that the Consultant does not and shall not be required to devote his / her or its full-time efforts to the Company. The Consultant shall devote such time to the Company as is reasonable and necessary to provide the Consulting Services to the Company. Consultant shall be available for advice and counsel to the officers and directors of the Company at such reasonable and convenient times on the phone as may mutually be agreed upon.

2. Compensation. 25,000 shares of restricted common stock of the company and \$5,000 for 3 months consulting services plus 20% commission on sales from GB Lounge and yacht rentals

2.1 Term of Agreement. This Agreement will have a term of 1 year and will not automatically renew.

3.0 Termination: Either party may terminate this for any of the following reasons.

- (a) A party requests the other to perform acts or services in violation of any law, rule, regulation, policy or order of any federal or state regulatory agency.
- (b) A party distributes to the public information containing material misrepresentations or omissions.
- (c) A party engages in conduct in violation of any law, including rules, regulations, orders and policies of any federal or state regulatory agency.

3.1 Confidentiality. The Consultant recognizes and acknowledges that it has and will have access to certain confidential information of the Company's ("Confidential Information"). The Consultant will not, during the term of this Agreement, disclose, without authorization of the Company, any Confidential Information to any person, except authorized representatives of the Consultant or its affiliates, for any reason or purpose whatsoever. In this regard, the Company agrees that such authorization or consent to disclose may be conditioned upon the disclosure being made pursuant to a secrecy agreement, protective order, provision of statute, rule, regulation or procedure under which the confidentiality of the information is maintained in the hands of the

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person to whom the information is to be disclosed or in compliance with the terms of a judicial order or administrative process. Any information, which has been disclosed to the public by the Company or upon the authorization of the Company, shall not be considered Confidential Information. It is the Company's responsibility to inform the Consultant in writing what is confidential information. The Company agrees not to disclose any information about this agreement to any other business associates of Consultant. The terms of this agreement are to be confidential. Any disclosure of the terms of this agreement that results in damage to the consultant or the principles of consultant the Company will be held liable.

3.2 Legal Compliance Both parties shall comply with all laws, rules, regulations, orders, decrees, judgments and other governmental acts of the United States of America and any nations and their political subdivisions, agencies and instrumentalities that may be applicable to the parties or their activities hereunder, and each party shall require its affiliates and/or licensees to do the same. Company shall take such steps as may be necessary with respect to compliance with foreign exchange regulation or other similar requirements to assure the right of Company to receive funds from foreign countries and to remit compensation payable hereunder to foreign countries, and shall keep Consultant informed of same. Each party shall cooperate with the other in the preparation, execution, and delivery of documents and the performance of acts necessary or desirable for each party to comply with this Section.

3.4 Not an Employee, Partner or Joint Venture The parties understand that Consultant is an independent contractor and Consultant is not an agent, employee, joint venturer or partner of Company.

3.5 Indemnification for Securities Violations and Limitation of Liability

The Company agrees to indemnify and hold harmless the Consultant against any losses, claims, damages, liabilities and/or expenses (including any legal or other expenses reasonably incurred in investigating or defending any action or claim in respect thereof) to which the Consultant may become subject under the Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended, because of actions of the Company or its agent(s), Company's material publicly available to the Consultant, or materials provided to Consultant by Company for use by Consultant in its performance under this Agreement.

3.6 Conflict of Interest This Agreement is non-exclusive. The Consultant shall be free to perform services for other companies and persons. Consultant will use its best efforts to avoid conflicts of interest. Conflicts that may arise include but are not limited to representation by Consultant of a competitor or potential competitor of Company. Company agrees that it shall not be a conflict of interest that Consultant devotes time and resources to companies and persons other than Company.

3.7 Severability This Agreement shall be construed in accordance with the laws of the State of California. In the event that any part of this Agreement shall be determined to



be void or unenforceable, the remaining parts shall continue to be construed separately and apart from such void or unenforceable parts.

3.8 Applicable Law. This Agreement shall be interpreted and construed in accordance with and pursuant to the laws of California. Venue and Jurisdiction for all disputes, legal proceedings, arbitrations or mediation shall be Orange County, California.

3.9 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute and be deemed an original, but both of which taken together shall constitute to one and the same document.

By Company:

DATED: October 3, 2022

By: 
GivBux, Inc.
Robert Thompson, President

By Consultant:

DATED: October 3, 2022

By: _____
Consultant
Gregory Wong

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GIVBUX, INC.
www.givbux.com

Sales Financing Term Sheet

April 5, 2023

Issuer: Givbux, Inc. (the "Company").

Amount: \$25,000

Instrument: 15% Promissory Notes (the "Notes").

Terms of Notes:

Maturity: One Hundred Twenty (120) Day term.

Interest: 15% flat fee, paid monthly commencing 30 days from the date of issuance, which accrues from the date of issuance until the date of maturity.

Debt Retirement: In consideration of \$25,000 cash, GivBux Inc will repay the principal and interest of 15% (\$3,750) for a total repayment of \$28,750. The note shall be repaid within 150 days, to be paid by weekly installments.

A 5% penalty on the remaining principal and interest will be assessed monthly if the note is not satisfied within the 150 day term beginning on the 151st day.

Minimum: \$15,000.

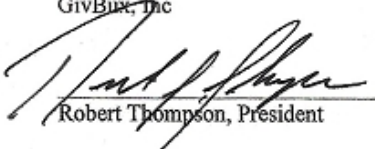
Purpose: Working capital and general corporate purposes.

Investor Suitability: The Notes will only be offered to "accredited investors," as that term is defined in Rule 501 of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended.

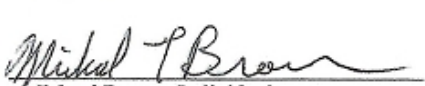
Additional Information: If you would like additional information about the Company or the terms of the offering described above, you may contact Ken Jones at 949.400.5963.

This Term Sheet does not constitute an offer of GivBux, Inc. to sell nor a solicitation of an offer to buy the securities as proposed in this Term Sheet.

GivBux, Inc.


Robert Thompson, President

Individual


Michael Brown, Individual

GivBux, Inc.

Strictly Confidential

For Information Purposes ONLY

Consulting Agreement

This Agreement is entered into by and between GivBux, Inc., a Nevada corporation ("Company") and MMS Investment Group, LLC ("Consultant") on this May 5, 2023.

Recitals

Whereas, the Consultant is an independent consultant engaged in business consulting and willing to consult with Company; and

Whereas, the Company is a Fin-Tech company focused on the development and marketing of its GivBux Super-App; and

Whereas, the Company is interested in receiving introductions from Consultant of consultants contacts and also assisting the company with its marketing strategies and product develop strategies that translate into high revenues; and

Whereas, the Consultant is interested in introducing his contacts to Company as well as assisting the Company with its marketing initiatives; and

Whereas, the Consultant and Company are desirous that the Consultant provide certain services to the Company as set out herein.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as for:

Terms and Conditions

1.1 Non- Exclusive. Company will retain the services of Consultant on a non-exclusive basis pursuant to the terms and conditions set forth herein.

1.2 Consulting Services. The Company hereby retains the Consultant as an independent consultant to the Company and the Consultant hereby accepts and agrees to such retention.

The Consultant shall:

- A. Bringing strategic alliances to the Company.
- B. Introduce the Company to Consultant's contacts.
- C. Introduce the Company to companies and /or individuals that are interested in the Company's services or in providing services to the Company.
- D. Assist with the roll out of new marketing initiatives.
- E. Provide bridge financing to the Company.
- F. Assist with the roll out of new marketing initiatives.
- G. Introduce the Company to Consultant's potential investor contacts.
- H. Assist in business development.

1.3 Time, Manner and Place of Performance. The Consultant provides services similar to those provided for herein to other Companies that may include several private companies. The Company agrees that the Consultant does not and shall not be required to devote his / her or its full-time efforts to the Company. The Consultant shall devote such time to the Company as is reasonable and necessary to provide the Consulting Services to the Company. Consultant shall be available for advice and counsel to the officers and directors of the Company at such reasonable and convenient times on the phone as may mutually be agreed upon.

2. Compensation. Consultant shall be paid 25,000 restricted shares of Company common stock upon signing of this Agreement.

2.1 Term of Agreement. This Agreement will have a term of 1 year and will not automatically renew.

3.0 Termination: Either party may terminate this for any of the following reasons.

- (a) A party requests the other to perform acts or services in violation of any law, rule, regulation, policy or order of any federal or state regulatory agency.
- (b) A party distributes to the public information containing material misrepresentations or omissions.
- (c) A party engages in conduct in violation of any law, including rules, regulations, orders and policies of any federal or state regulatory agency.

3.1 Confidentiality. The Consultant recognizes and acknowledges that it has and will have access to certain confidential information of the Company's ("Confidential Information"). The Consultant will not, during the term of this Agreement, disclose, without authorization of the Company, any Confidential Information to any person, except authorized representatives of the Consultant or its affiliates, for any reason or purpose whatsoever. In this regard, the Company agrees that such authorization or consent to disclose may be conditioned upon the disclosure being made pursuant to a secrecy agreement, protective order, provision of statute, rule, regulation or procedure under which the confidentiality of the information is maintained in the hands of the person to whom the information is to be disclosed or in compliance with the terms of a judicial order or administrative process. Any information, which has been disclosed to the public by the Company or upon the authorization of the Company, shall not be considered Confidential Information. It is the Company's responsibility to inform the Consultant in writing what is confidential information. The Company agrees not to disclose any information about this agreement to any other business associates of Consultant. The terms of this agreement are to be confidential. Any disclosure of the terms of this agreement that results in damage to the Consultant or the principals of Consultant the Company will be held liable.

3.2 Legal Compliance Both parties shall comply with all laws, rules, regulations, orders, decrees, judgments and other governmental acts of the United States of America and any nations and their political subdivisions, agencies and instrumentalities that may be applicable to the parties or their activities hereunder, and each party shall require its affiliates and/or licensees to do the same. Company shall take such steps as may be necessary with respect to compliance with foreign exchange regulation or other similar requirements to assure the right of Company to receive funds from foreign countries and to remit compensation payable hereunder to foreign countries, and shall keep Consultant informed of same. Each party shall cooperate with the other in the preparation, execution, and delivery of documents and the performance of acts necessary or desirable for each party to comply with this Section.

3.3 Not an Employee, Partner or Joint Venture. The parties understand that Consultant is an independent contractor and Consultant is not an agent, employee, joint venturer or partner of Company.

3.4 Indemnification for Securities Violations and Limitation of Liability. The Company agrees to indemnify and hold harmless the Consultant against any losses, claims, damages, liabilities and/or expenses (including any legal or other expenses reasonably incurred in investigating or defending any action or claim in respect thereof) to which the Consultant may become subject under the Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended, because of actions of the Company or its

agent(s), Company's material publicly available to the Consultant, or materials provided to Consultant by Company for use by Consultant in its performance under this Agreement.

3.5 Conflict of Interest. This Agreement is non-exclusive. The Consultant shall be free to perform services for other companies and persons. Consultant will use its best efforts to avoid conflicts of interest. Conflicts that may arise include but are not limited to representation by Consultant of a competitor or potential competitor of Company. Company agrees that it shall not be a conflict of interest that Consultant devotes time and resources to companies and persons other than Company.

3.6 Severability. This Agreement shall be construed in accordance with the laws of the State of California. In the event that any part of this Agreement shall be determined to be void or unenforceable, the remaining parts shall continue to be construed separately and apart from such void or unenforceable parts.

3.7 Applicable Law. This Agreement shall be interpreted and construed in accordance with and pursuant to the laws of California. Venue and Jurisdiction for all disputes, legal proceedings, arbitrations or mediation shall be Orange County, California.

3.8 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute and be deemed an original, but both of which taken together shall constitute to one and the same document.

By Company:

DATED: _____

By: _____

GivBux, Inc.
Robert Thompson, President

By Consultant:

DATED: 5/9/23

By: Michael Sanchez

MMS Investment Group, LLC

PROMISSORY NOTE

\$10,000.00

Dated: October 6, 2023

FOR VALUE RECEIVED, GivBux, Inc., a Nevada corporation, ("Borrower") hereby promises to pay to Step Well Advisory, Ltd. (the "Holder"), or its assigns, the principal amount of Ten Thousand dollars (US\$10,000.00) with interest accrued at Seven percent (7%) per annum, all of such principal and interest being due and payable on October 6, 2024.

Payments of principal and interest shall be made in lawful money of the United States of America at the following address: Av. Dr. Soares No. 320, Fit Center, 5 Andar A, Macao, or at such other address as the initial Holder or any subsequent Holder of this Note may designate in writing, without requiring any presentation or surrender of this Note, except, when this Note is paid in full, it shall be promptly surrendered to Borrower for cancellation.

OTHER TERMS AND PROVISIONS:

1. **EXPENSES.** Borrower agrees to pay all reasonable out-of-pocket expenses incurred by the Holder of this Note, including the reasonable fees, charges and disbursement of legal counsel for such Holder, in connection with any amendment, waiver, supplement or modification to, or enforcement or protection of such Holder's rights under this Note.
2. **NO WAIVER; RIGHTS AND REMEDIES CUMULATIVE.** No failure or delay on the part of the Holder in exercising any right, power or privilege hereunder and no course of dealing between Borrower and the Holder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or hereunder or the exercise of any other right, power or privilege hereunder. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Holder of this Note would otherwise have. No notice to or demand on Borrower in any case shall entitle Borrower to any other, or further, notice or demand in similar or other circumstances or constitute a waiver of the rights of the Holder to any other or further action in any circumstances without notice or demand.
3. **GOVERNING LAW.** This Note shall be construed in accordance with and governed by the laws of the State of Nevada (without regard to principles of conflicts of law).
4. **WAIVER OF TRIAL BY JURY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

IN WITNESS WHEREOF, the undersigned has executed this Promissory Note effective on the 6th day of October, 2023.

GIVBUX, INC.


Robert Thompson, President

THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS PROMISSORY NOTE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THIS PROMISSORY NOTE MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED 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.

Amount: \$75,000

Issue Date: December 26, 2023

PROMISSORY NOTE

FOR VALUE RECEIVED, GivBux, Inc., a Nevada corporation (hereinafter called "GBUX"), hereby promises to pay to the order of Global Prestige Development Group (the "Holder") the sum of One Hundred Thousand and no/100 dollars (US\$100,000.00), with no additional interest thereon, on April 18, 2024 (the "Maturity Date"). All payments due hereunder shall be made in lawful money of the United States of America. All payments shall be made at such address as the Holder shall hereafter give to GBUX by written notice made in accordance with the provisions of this Note. GBUX may make prepayments of the principal of this Note, in whole or in part, at any time.

The following shall apply to this Note:

ARTICLE I EVENT OF DEFAULT

If any of the following events of default (each, an "Event of Default") shall occur:

1.1 Failure to Pay Principal and Interest. GBUX fails to pay the principal hereof when due on this Note, whether at maturity or upon acceleration and such breach continues for a period of five (5) days after written notice from the Holder.

1.2 Receiver or Trustee. GBUX or any subsidiary of GBUX shall make an assignment for the benefit of creditors or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

1.3 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against GBUX or any subsidiary of GBUX.

1.4 Liquidation. Any dissolution, liquidation, or winding up of GBUX or any substantial portion of its business.

1.5 Effect of Default. Upon the occurrence and during the continuation of any Event of Default specified in Sections 1.1 through 1.4, above, the Note shall become immediately due and payable and GBUX shall pay to the Holder, in full satisfaction of its obligations hereunder, an amount equal to the "Default Amount" (the sum of all unpaid principal), together with all costs, including, without limitation, legal fees and expenses, of collection, and the Holder shall be entitled to exercise all other rights and remedies available at law or in equity.

ARTICLE II. MISCELLANEOUS

2.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the 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 privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

2.2 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, 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, at the address designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second 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.

If to GBUX:

GivBux, Inc.
2801 W. Coast Highway
Suite 200
Newport Beach, CA 92660

If to Holder:

Global Prestige Development Group
888 Brickell Key Drive
Suite 306
Miami, FL 33131

2.3 Amendments. This Note and any provision hereof may only be amended by an instrument in writing signed by GBUX and the Holder. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended, or supplemented.

2.4 Assignability. This Note shall be binding upon GBUX and its successors and assigns and shall inure to the benefit of the Holder and its successors and assigns. Each transferee of this Note must be an "accredited investor" (as defined in Rule 501(a) of the Securities and Exchange Commission).

2.5 Cost of Collection. If default is made in the payment of this Note, GBUX shall pay the Holder hereof costs of collection, including reasonable attorneys' fees.

2.6 Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Note shall be brought only in the state courts of Nevada County of Clark. The parties to this Note hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. GBUX and Holder waive trial by jury. In the event that any provision of this Note or any other agreement 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 any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Note, any agreement or any other document delivered in connection with this Note 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 Note 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.

2.7 Remedies. GBUX acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, GBUX acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by GBUX of the provisions of this Note, that the Holder 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 Note and to enforce specifically the

terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, GBUX has caused this Note to be signed in its name by its duly authorized officer this 26th day of December, 2023.

GivBux, Inc.

By: _____
Robert Thompson, Director

Approved and accepted:

Dated: December 26, 2023.

Global Prestige Development Group

By: _____
Andres Gomez, President

THE SECURITIES REPRESENTED BY THIS DOCUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUCH SALE, TRANSFER OR ASSIGNMENT IS COVERED BY AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, OR SATISFIES THE REQUIREMENTS OF RULE 144 OF THE SECURITIES AND EXCHANGE COMMISSION, OR IS EFFECTED PURSUANT TO AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH SALE, TRANSFER OR ASSIGNMENT IS EXEMPT FROM SUCH REGISTRATION.

Givbux Global Partners Inc.

SECURED CONVERTIBLE PROMISSORY NOTE

\$30,000

September 30th, 2019

Givbux Global Partners Inc., a Nevada corporation (the "**Company**"), for value received, promises to pay to the order of Castro Bertin Rocio Cristina, or its permitted assigns (the "**Holder**"), the principal sum of Thirty Thousand Dollars (\$30,000) plus simple interest at the rate of eight percent (8.0%) per annum, or such lesser rate of interest as may be required by applicable laws regulating the legal rate of interest, from the date of this Note until fully-paid, or until converted pursuant to Section 5 hereof.

1. **Maturity.** This Note shall mature automatically and the entire outstanding principal amount, together with all interest accrued under this Note, shall become due and payable on the date that is two (2) years from the date of issuance ("**Maturity Date**"), unless this Note, before such date, is converted into shares of capital stock of the Company at the election of the Company pursuant to Section 5 hereof.

2. **Payment of Principal and Interest.** Payments of principal and any accrued interest are to be made on or before the Maturity Date. All payments are to be made at the address of Holder set forth under Section 9(h) of this Note or at such other place in the United States as Holder designates to the Company in writing. Interest under this Note shall be computed on the basis of a 360-day year and 30-day month.

3. **Prepayment.** Subject to the Company's right to convert pursuant to Section 5, this Note may be prepaid in whole or in part at any time, without penalty. Any prepayment shall be first applied against any accrued and unpaid interest and then to reduce the amount of principal due under this Note.

4. **Waiver of Presentment.** The Company hereby expressly waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of acceleration or intent to accelerate, bringing of suit and diligence in taking any action to collect amounts called for hereunder and shall be directly and primarily liable for the payment of all sums owing and to be owing hereunder, regardless of and without any notice, diligence, act or omission as or with respect to the collection of any amount called for hereunder.

5. **Conversion of Note.**

(a) **Conversion into Stock.** At the option of the Company, at any time, the outstanding principal amount of this Note and any accrued interest may be converted, in whole or in part, into fully-paid and non-assessable restricted shares of common stock at the Conversion Price (as defined herein). The number of such shares of common stock that Holder shall be entitled to receive, and shall receive, upon such conversion shall be determined by dividing the amount of principal and interest under this Note being so converted by the Conversion Price (as defined herein). The election of the Company to convert shall be irrevocable and the date the Company elects to convert shall be the "**Conversion Date**."

(b) **Conversion Price.** Subject to adjustment as provided below, the "**Conversion Price**" shall equal \$0.50 per share or 60,000 shares of common stock of the Company on the Conversion Date, plus interest shares.

(c) **Stock Certificates.** Upon conversion into common stock, the Company shall issue and deliver to Holder, or to Holder's nominee or nominees, a certificate or certificates representing the number of restricted shares of common stock to which Holder shall be entitled as a result of conversion as provided herein. The certificate shall bear the following legend:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE ASSIGNED EXCEPT PURSUANT TO A REGISTRATION STATEMENT WITH RESPECT TO SUCH SECURITIES WHICH IS EFFECTIVE UNDER SUCH ACT AND UNDER ANY APPLICABLE STATE SECURITIES LAWS UNLESS, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE CORPORATION, AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND STATE SECURITIES LAWS IS AVAILABLE."

(d) Adjustment for Stock Splits and Combinations. If the Company, at any time while this Note is outstanding: (A) pays a stock dividend or otherwise makes a distribution or distributions in shares of its common stock or any other equity or equity equivalent securities payable in shares of common stock, (B) subdivides outstanding shares of common stock into a larger number of shares, (C) combines (including by way of reverse stock split) outstanding shares of common stock into a smaller number of shares, or (D) issues by reclassification of shares of the common stock any shares of capital stock of the Company, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of common stock (excluding treasury shares, if any) outstanding before such event and of which the denominator shall be the number of shares of common stock outstanding 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.

6. No Rights as Stockholder. This Note does not entitle Holder to voting rights or any other right as a shareholder of the Company before the conversion hereof.

7. Loss, Theft or Destruction of Note. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft or destruction of this Note and of indemnity or security reasonably satisfactory to the Company, the Company shall make and deliver a new Note that shall carry the same rights to interest (unpaid and to accrue) carried by this Note, stating that such Note is issued in replacement of this Note, making reference to the original date of issuance of this Note (and any successor hereto) and dated as of such cancellation, in lieu of this Note.

8. Severability. Every provision of this Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

9. Miscellaneous.

(a) No Fractional Units or Scrip. No fractional shares or scrip representing fractional units shall be issued upon the conversion of this Note. In lieu of any fractional shares to which Holder otherwise would be entitled, the Company shall round up to the nearest whole share.

(b) Governing Law. This Note shall constitute a contract under the laws of the State of Nevada and for all purposes shall be construed in accordance with and governed by the laws of the State of Nevada, without regard to the conflicts of laws provisions thereof.

(c) Compliance With Usury Laws. The Company and Holder intend to comply with all applicable usury laws. In fulfilling this intention, all agreements between the Company and Holder are expressly limited so that the amount of interest paid or agreed to be paid to Holder for the use, forbearance, or detention of money under this Note shall not exceed the maximum amount permissible under applicable law.

If for any reason payment of any amount required under this Note shall be prohibited by law, then the obligation shall be reduced to the maximum allowable by law. If for any reason Holder receives as interest an amount that would exceed the highest lawful rate, then the amount which would constitute excessive interest shall be applied to the reduction of the principal of this Note and not to the payment of interest. If any conflict arises

between this provision and any provision of any other agreement between the Company and Holder, then this provision shall control.

(d) Legal Representation. Holder agrees and represents that such party has been represented by such party's own legal counsel with regard to all aspects of this Note, or if such party is acting without legal counsel, that such party has had adequate opportunity and has been encouraged to seek the advice of such party's own legal counsel prior to the execution of this Agreement.

(e) Jurisdiction. Any action whatsoever brought upon or relating to this Note shall be instituted and prosecuted in the state courts located in Orange County, California, or the federal district court therefore, and each party waives the right to change the venue. The parties hereto further consent to accept service of process in any such action or proceeding by certified mail, return receipt requested.

(f) Restrictions. Holder acknowledges that all shares of common stock acquired upon the conversion of this Note shall be subject to restrictions on resale imposed by state and federal securities laws.

(g) Assignment. Subject to restrictions on resale imposed by state and federal securities laws, Holder may assign this Note or any of the rights, interests or obligations hereunder, by operation of law or otherwise, in whole or in part, to any person or entity so long as such assignee agrees to be bound by the terms and conditions of the Agreement (including the representations and warranties of the Holder therein). Effective upon any such assignment, the person or entity to whom such rights, interests and obligations are assigned shall have and exercise all of Holder's rights, interests and obligations hereunder as if such person or entity were the original Holder of this Note.

(h) Notices. Any notice, request or other communication required or permitted hereunder shall be given upon personal delivery, overnight courier or upon the fifth (5th) day following mailing by registered mail (or certified first class mail if both the addresser and addressee are located in the United States), postage prepaid and addressed to the parties hereto as follows:

To the Company: 2901 W Coast Hwy, Suite 140
Newport Beach, Ca 92663

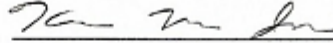
To Holder: At the address set forth on the signature page hereto or to such other single place
as any single addressee designates by written notice to the other addressee.

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IN WITNESS WHEREOF, Givbux Global Partners Inc. has caused this Secured Convertible Promissory Note to be executed by its officer thereunto duly authorized.

The "Company"

Givbux Global Partners Inc.

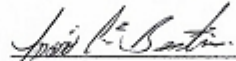


By: Kenyatto Jones

Its: President

Accepted and Agreed to:

"Holder"



Name: Castro Bertin Rocio Cristina

Address:

Retorno Mangle M22 L5

Magisterial

San Jose del cabo BCS

CP23405

IN WITNESS WHEREOF, Givbux Global Partners Inc. has caused this Secured Convertible Promissory Note to be executed by its officer thereunto duly authorized.

The "Company"

Givbux Global Partners Inc.



By: Kenyatto Jones

Its: President

Accepted and Agreed to:

"Holder"

Name: Castro Bertin Rocio Cristina

Address:

Retorno Mangle M22 L5
Magisterial
San Jose del cabo BCS
CP23405

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 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. 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.

**GIVBUX GLOBAL PARTNERS, INC.
CONVERTIBLE PROMISSORY NOTE**

Principal Amount: \$10,000.00

January 29, 2020

WHEREAS on January 29, 2020 Divina Le (the "Holder") loaned funds totaling, \$10,000.00 to GivBux Global Partners, Inc., a Nevada corporation (the "Company"). Payment for the loan was made directly to the Company in the form of a wire transfer.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the mutual premises and the mutual covenants and agreements contained herein, the parties covenant and agree each with the other as follows:

1. Principal and Interest

1.1 The Company, for value received, hereby promises to pay to the order of the Holder the sum of Ten Thousand Dollars (\$10,000.00),

1.2 This Convertible Promissory Note (the "Note") shall bear interest at eight percent (8%) per annum. This Note shall be payable one (1) year from the date hereof and cannot be converted until (6) months from the date of this Note.

1.3 Upon payment in full of the principal and any accrued interest, this Note shall be surrendered to the Company for cancellation.

1.4 The principal under this Note shall be payable at the principal office of the Company and shall be forwarded to the address of the Holder hereof as such Holder shall from time to time designate.

2. **Attorney's Fees**. If the indebtedness represented by this Note or any part

thereof is collected in bankruptcy, receivership or other judicial proceedings or if this Note is placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal payable hereunder, reasonable attorneys' fees and costs incurred by the Holder.

3. Conversion.

3.1 Voluntary Conversion. The Holder shall have the right, exercisable in whole or in part, to convert the outstanding principal and accrued interest into a number of fully paid and non-assessable whole shares of the Company's common stock ("Common Stock") determined in accordance with Section 3.2 below.

3.2 Shares Issuable. The number of whole shares of Common Stock into which this Note may be voluntarily converted (the "Conversion Shares") shall be determined by dividing the aggregate principal amount borrowed hereunder by \$0.50 (the "Note Conversion Price"); provided, however, that, in no event, shall 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 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 Maker subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of shares of common stock 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 the beneficial ownership by Holder and its affiliates of more than 4.99% of the outstanding shares of common stock of the Company. For purposes of the proviso to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934 and Regulation 13D-G thereunder, except as otherwise provided in clause (I) of such proviso. The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the Note Conversion Price. 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 Company's option, accrued and unpaid interest, if any, on such principal amount at the interest rate provided in this Note to the conversion date.

3.3 Notice and Conversion Procedures. If the Holder elects to convert this Note, the Holder shall provide the Company with a written notice of conversion setting forth the amount to be converted. The notice must be delivered to the Company together with this Note. Within twenty (20) business days of receipt of such notice, the Company shall deliver to the Holder certificate(s) for the Common Stock issuable upon such conversion and, if the entire principal amount was not so converted, a new note representing such balance.

3.4 Other Conversion Provisions.

(a) Adjustment of Note Conversion Price. In the event the Company shall in any manner, subsequent to the issuance of this Note, approve a reclassification involving a reverse stock split and subdivision of the Company's issued and outstanding shares of Common Stock, the Note Conversion Price shall forthwith be adjusted by proportionately

increasing the Note Conversion Price on the date that such subdivision shall become effective. In the event the Company shall in any manner, subsequent to the issuance of this Note, approve a reclassification involving a forward stock split and subdivision of the Company's issued and outstanding shares of Common Stock, the Note Conversion Price shall forthwith be adjusted by proportionately decreasing the Note Conversion Price on the date that such subdivision shall become effective.

(b) Common Stock Defined. Whenever reference is made in this Note to the shares of Common Stock, the term "Common Stock" shall mean the Common Stock of the Company authorized as of the date hereof, and any other class of stock ranking on a parity with such Common Stock. Shares issuable upon conversion hereof shall include only shares of Common Stock of the Company.

3.5 No Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional shares to the Holder upon the conversion of this Note, the Company shall pay to the Holder the amount of outstanding principal hereunder that is not so converted.

4. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants with the Holder as follows:

(a) Authorization; Enforceability. All corporate action on the part of the Company, its officers, directors and stockholders, if necessary, for the authorization, execution and delivery of this Note and the performance of all obligations of the Company hereunder has been taken, and this Note constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) Governmental Consents. No consent, approval, qualification, order or authorization of, or filing with, any local, state or federal governmental authority is required on the part of the Company in connection with the Company's valid execution, delivery or performance of this Note except any notices required to be filed with the Securities and Exchange Commission under Regulation D of the Securities Act of 1933, as amended (the "1933 Act"), or such filings as may be required under applicable state securities laws, which, if applicable, will be timely filed within the applicable periods therefor.

(c) No Violation. The execution, delivery and performance by the Company of this Note and the consummation of the transactions contemplated hereby will not result in a violation of its Certificate of Incorporation or Bylaws, in any material respect of any provision of any mortgage, agreement, instrument or contract to which it is a party or by which it is bound or, to the best of its knowledge, of any federal or state judgment, order, writ, decree, statute, rule or regulation applicable to the Company or be in material conflict with or constitute, with or without the passage of time or giving of notice, either a material default under any such provision or an event that results in the creation of any material lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or

approval applicable to the Company, its business or operations, or any of its assets or properties.

5. Representations and Covenants of the Holder. The Company has entered into this Note in reliance upon the following representations and covenants of the Holder:

(a) Investment Purpose. This Note and the Common Stock issuable upon conversion of the Note are acquired for investment and not with a view to the sale or distribution of any part thereof, and the Holder has no present intention of selling or engaging in any public distribution of the same except pursuant to a registration or exemption.

(b) Private Issue. The Holder understands (i) that this Note and the Common Stock issuable upon conversion of this Note are not registered under the 1933 Act or qualified under applicable state securities laws, and (ii) that the Company is relying on an exemption from registration predicated on the representations set forth in this Section 8.

(c) Financial Risk. The Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment, and has the ability to bear the economic risks of its investment.

(d) Risk of No Registration. The Holder understands that if the Company does not register with the Securities and Exchange Commission pursuant to Section 12 of the Securities Exchange Act of 1934 (the "1934 Act"), or file reports pursuant to Section 15(d) of the 1934 Act, or if a registration statement covering the securities under the 1933 Act is not in effect when it desires to sell the Common Stock issuable upon conversion of the Note, it may be required to hold such securities for an indefinite period. The Holder also understands that any sale of the Note or the Common Stock which might be made by it in reliance upon Rule 144 under the 1933 Act may be made only in accordance with the terms and conditions of that Rule.

6. Assignment. Subject to the restrictions on transfer described in Section 8 below, the rights and obligations of the Company and the Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

7. Waiver and Amendment. Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Holder.

8. Transfer of This Note or Securities Issuable on Conversion Hereof. With respect to any offer, sale or other disposition of this Note or securities into which this Note may be converted, the Holder will give written notice to the Company prior thereto, describing briefly the manner thereof. Unless the Company reasonably determines that such transfer would violate applicable securities laws, or that such transfer would adversely affect the Company's ability to account for future transactions to which it is a party as a pooling of interests, and notifies the Holder thereof within five (5) business days after receiving notice of the transfer, the Holder may effect such transfer. The Note thus transferred and each certificate representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the 1933 Act, unless in the opinion of counsel for the Company such legend is not required

in order to ensure compliance with the 1933 Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions.

9. Notices. Any notice, other communication or payment required or permitted hereunder shall be in writing and shall be deemed to have been given upon delivery if personally delivered or three (3) business days after deposit if deposited in the United States mail for mailing by certified mail, postage prepaid. Each of the above addressees may change its address for purposes of this Section by giving to the other addressee notice of such new address in conformance with this Section.

10. Governing Law. This Note is being delivered in and shall be construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

11. Heading: References. All headings used herein are used for convenience only and shall not be used to construe or interpret this Note. Except as otherwise indicated, all references herein to Sections refer to Sections hereof.

12. Waiver by the Company. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

13. Delays. No delay by the Holder in exercising any power or right hereunder shall operate as a waiver of any power or right.

14. Severability. If one or more provisions of this Note are held to be unenforceable under applicable law, such provision shall be excluded from this Note and the balance of the Note shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

15. No Impairment. The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Note and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder of this Note against impairment.

IN WITNESS WHEREOF, GivBux Global Partners, Inc. has caused this Note to be executed in its corporate name and this Note to be issued and delivered, all on the date first above written.

GIVBUX GLOBAL PARTNERS, INC.

Date: January 29, 2020

By: _____
Kenyatto Jones, CEO

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 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. 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.

**GIVBUX GLOBAL PARTNERS, INC.
CONVERTIBLE PROMISSORY NOTE**

Principal Amount: \$10,000.00

February 26, 2020

WHEREAS on February 26, 2020 Honey Badger Capital Limited, an Alberta corporation (the "Holder") loaned funds totaling, \$10,000.00 to GivBux Global Partners, Inc., a Nevada corporation (the "Company"). Payment for the loan was made directly to the Company in the form of a wire transfer.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the mutual premises and the mutual covenants and agreements contained herein, the parties covenant and agree each with the other as follows:

I. Principal and Interest

1.1 The Company, for value received, hereby promises to pay to the order of the Holder the sum of Ten Thousand Dollars (\$10,000.00),

1.2 This Convertible Promissory Note (the "Note") shall bear interest at eight percent (8%) per annum. This Note shall be payable one (1) year from the date hereof and cannot be converted until (6) months from the date of this Note.

1.3 Upon payment in full of the principal and any accrued interest, this Note shall be surrendered to the Company for cancellation.

1.4 The principal under this Note shall be payable at the principal office of the Company and shall be forwarded to the address of the Holder hereof as such Holder shall from time to time designate.

2. Attorney's Fees. If the indebtedness represented by this Note or any part thereof is collected in bankruptcy, receivership or other judicial proceedings or if this Note is placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal payable hereunder, reasonable attorneys' fees and costs incurred by the Holder.

3. Conversion.

3.1 Voluntary Conversion. The Holder shall have the right, exercisable in whole or in part, to convert the outstanding principal and accrued interest into a number of fully paid and non-assessable whole shares of the Company's common stock ("Common Stock") determined in accordance with Section 3.2 below.

3.2 Shares Issuable. The number of whole shares of Common Stock into which this Note may be voluntarily converted (the "Conversion Shares") shall be determined by dividing the aggregate principal amount borrowed hereunder by \$0.50 (the "Note Conversion Price"); provided, however, that, in no event, shall 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 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 Maker subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of shares of common stock 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 the beneficial ownership by Holder and its affiliates of more than 4.99% of the outstanding shares of common stock of the Company. For purposes of the proviso to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934 and Regulation 13D-G thereunder, except as otherwise provided in clause (I) of such proviso. The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the Note Conversion Price. 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 Company's option, accrued and unpaid interest, if any, on such principal amount at the interest rate provided in this Note to the conversion date.

3.3 Notice and Conversion Procedures. If the Holder elects to convert this Note, the Holder shall provide the Company with a written notice of conversion setting forth the amount to be converted. The notice must be delivered to the Company together with this Note. Within twenty (20) business days of receipt of such notice, the Company shall deliver to the Holder certificate(s) for the Common Stock issuable upon such conversion and, if the entire principal amount was not so converted, a new note representing such balance.

3.4 Other Conversion Provisions.

(a) Adjustment of Note Conversion Price. In the event the Company shall in any manner, subsequent to the issuance of this Note, approve a reclassification involving a reverse stock split and subdivision of the Company's issued and outstanding shares of

Common Stock, the Note Conversion Price shall forthwith be adjusted by proportionately increasing the Note Conversion Price on the date that such subdivision shall become effective. In the event the Company shall in any manner, subsequent to the issuance of this Note, approve a reclassification involving a forward stock split and subdivision of the Company's issued and outstanding shares of Common Stock, the Note Conversion Price shall forthwith be adjusted by proportionately decreasing the Note Conversion Price on the date that such subdivision shall become effective.

(b) Common Stock Defined. Whenever reference is made in this Note to the shares of Common Stock, the term "Common Stock" shall mean the Common Stock of the Company authorized as of the date hereof, and any other class of stock ranking on a parity with such Common Stock. Shares issuable upon conversion hereof shall include only shares of Common Stock of the Company.

3.5 No Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional shares to the Holder upon the conversion of this Note, the Company shall pay to the Holder the amount of outstanding principal hereunder that is not so converted.

4. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants with the Holder as follows:

(a) Authorization; Enforceability. All corporate action on the part of the Company, its officers, directors and stockholders, if necessary, for the authorization, execution and delivery of this Note and the performance of all obligations of the Company hereunder has been taken, and this Note constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) Governmental Consents. No consent, approval, qualification, order or authorization of, or filing with, any local, state or federal governmental authority is required on the part of the Company in connection with the Company's valid execution, delivery or performance of this Note except any notices required to be filed with the Securities and Exchange Commission under Regulation D of the Securities Act of 1933, as amended (the "1933 Act"), or such filings as may be required under applicable state securities laws, which, if applicable, will be timely filed within the applicable periods therefor.

(c) No Violation. The execution, delivery and performance by the Company of this Note and the consummation of the transactions contemplated hereby will not result in a violation of its Certificate of Incorporation or Bylaws, in any material respect of any provision of any mortgage, agreement, instrument or contract to which it is a party or by which it is bound or, to the best of its knowledge, of any federal or state judgment, order, writ, decree, statute, rule or regulation applicable to the Company or be in material conflict with or constitute, with or without the passage of time or giving of notice, either a material default under any such provision or an event that results in the creation of any material lien, charge or encumbrance upon any assets of the Company or the suspension, revocation,

impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations, or any of its assets or properties.

5. Representations and Covenants of the Holder. The Company has entered into this Note in reliance upon the following representations and covenants of the Holder:

(a) Investment Purpose. This Note and the Common Stock issuable upon conversion of the Note are acquired for investment and not with a view to the sale or distribution of any part thereof, and the Holder has no present intention of selling or engaging in any public distribution of the same except pursuant to a registration or exemption.

(b) Private Issue. The Holder understands (i) that this Note and the Common Stock issuable upon conversion of this Note are not registered under the 1933 Act or qualified under applicable state securities laws, and (ii) that the Company is relying on an exemption from registration predicated on the representations set forth in this Section 8.

(c) Financial Risk. The Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment, and has the ability to bear the economic risks of its investment.

(d) Risk of No Registration. The Holder understands that if the Company does not register with the Securities and Exchange Commission pursuant to Section 12 of the Securities Exchange Act of 1934 (the "1934 Act"), or file reports pursuant to Section 15(d) of the 1934 Act, or if a registration statement covering the securities under the 1933 Act is not in effect when it desires to sell the Common Stock issuable upon conversion of the Note, it may be required to hold such securities for an indefinite period. The Holder also understands that any sale of the Note or the Common Stock which might be made by it in reliance upon Rule 144 under the 1933 Act may be made only in accordance with the terms and conditions of that Rule.

6. Assignment. Subject to the restrictions on transfer described in Section 8 below, the rights and obligations of the Company and the Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

7. Waiver and Amendment. Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Holder.

8. Transfer of This Note or Securities Issuable on Conversion Hereof. With respect to any offer, sale or other disposition of this Note or securities into which this Note may be converted, the Holder will give written notice to the Company prior thereto, describing briefly the manner thereof. Unless the Company reasonably determines that such transfer would violate applicable securities laws, or that such transfer would adversely affect the Company's ability to account for future transactions to which it is a party as a pooling of interests, and notifies the Holder thereof within five (5) business days after receiving notice of the transfer, the Holder may effect such transfer. The Note thus transferred and each certificate representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with

the 1933 Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the 1933 Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions.

9. Notices. Any notice, other communication or payment required or permitted hereunder shall be in writing and shall be deemed to have been given upon delivery if personally delivered or three (3) business days after deposit if deposited in the United States mail for mailing by certified mail, postage prepaid. Each of the above addressees may change its address for purposes of this Section by giving to the other addressee notice of such new address in conformance with this Section.

10. Governing Law. This Note is being delivered in and shall be construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

11. Heading References. All headings used herein are used for convenience only and shall not be used to construe or interpret this Note. Except as otherwise indicated, all references herein to Sections refer to Sections hereof.

12. Waiver by the Company. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

13. Delays. No delay by the Holder in exercising any power or right hereunder shall operate as a waiver of any power or right.

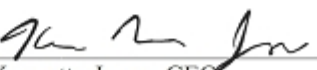
14. Severability. If one or more provisions of this Note are held to be unenforceable under applicable law, such provision shall be excluded from this Note and the balance of the Note shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

15. No Impairment. The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Note and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder of this Note against impairment.

IN WITNESS WHEREOF, GivBux Global Partners, Inc. has caused this Note to be executed in its corporate name and this Note to be issued and delivered, all on the date first above written.

GIVBUX GLOBAL PARTNERS, INC.

Date: February 26, 2020

By: 
Kenyatto Jones, CEO

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 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. 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.

**GIVBUX GLOBAL PARTNERS, INC.
CONVERTIBLE PROMISSORY NOTE**

Principal Amount: \$3,700.00

March 5, 2020

WHEREAS on March 5, 2020 Ashley Robinson, an individual (the "Holder"); loaned funds totaling, \$3,700.00 to GivBux Global Partners, Inc., a Nevada corporation (the "Company"). Payment for the loan was made directly to the Company in the form of a wire transfer.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the mutual premises and the mutual covenants and agreements contained herein, the parties covenant and agree each with the other as follows:

I. Principal and Interest.

1.1 The Company, for value received, hereby promises to pay to the order of the Holder the sum of Three Thousand Seven Hundred Dollars (\$3,700.00).

1.2 This Convertible Promissory Note (the "Note") shall bear interest at eight percent (8%) per annum. This Note shall be payable one (1) year from the date hereof and cannot be converted until (6) months from the date of this Note.

1.3 Upon payment in full of the principal and any accrued interest, this Note shall be surrendered to the Company for cancellation.

1.4 The principal under this Note shall be payable at the principal office of the Company and shall be forwarded to the address of the Holder hereof as such Holder shall from time to time designate.

2. Attorney's Fees. If the indebtedness represented by this Note or any part thereof is collected in bankruptcy, receivership or other judicial proceedings or if this Note is placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal payable hereunder, reasonable attorneys' fees and costs incurred by the Holder.

3. Conversion.

3.1 Voluntary Conversion. The Holder shall have the right, exercisable in whole or in part, to convert the outstanding principal and accrued interest into a number of fully paid and non-assessable whole shares of the Company's common stock ("Common Stock") determined in accordance with Section 3.2 below.

3.2 Shares Issuable. The number of whole shares of Common Stock into which this Note may be voluntarily converted (the "Conversion Shares") shall be determined by dividing the aggregate principal amount borrowed hereunder by \$0.50 (the "Note Conversion Price"); provided, however, that, in no event, shall 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 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 Maker subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of shares of common stock 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 the beneficial ownership by Holder and its affiliates of more than 4.99% of the outstanding shares of common stock of the Company. For purposes of the proviso to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934 and Regulation 13D-G thereunder, except as otherwise provided in clause (1) of such proviso. The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the Note Conversion Price. 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 Company's option, accrued and unpaid interest, if any, on such principal amount at the interest rate provided in this Note to the conversion date.

3.3 Notice and Conversion Procedures. If the Holder elects to convert this Note, the Holder shall provide the Company with a written notice of conversion setting forth the amount to be converted. The notice must be delivered to the Company together with this Note. Within twenty (20) business days of receipt of such notice, the Company shall deliver to the Holder certificate(s) for the Common Stock issuable upon such conversion and, if the entire principal amount was not so converted, a new note representing such balance.

3.4 Other Conversion Provisions.

(a) Adjustment of Note Conversion Price. In the event the Company shall in any manner, subsequent to the issuance of this Note, approve a reclassification involving a reverse stock split and subdivision of the Company's issued and outstanding shares of

Common Stock, the Note Conversion Price shall forthwith be adjusted by proportionately increasing the Note Conversion Price on the date that such subdivision shall become effective. In the event the Company shall in any manner, subsequent to the issuance of this Note, approve a reclassification involving a forward stock split and subdivision of the Company's issued and outstanding shares of Common Stock, the Note Conversion Price shall forthwith be adjusted by proportionately decreasing the Note Conversion Price on the date that such subdivision shall become effective.

(b) Common Stock Defined. Whenever reference is made in this Note to the shares of Common Stock, the term "Common Stock" shall mean the Common Stock of the Company authorized as of the date hereof, and any other class of stock ranking on a parity with such Common Stock. Shares issuable upon conversion hereof shall include only shares of Common Stock of the Company.

3.5 No Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional shares to the Holder upon the conversion of this Note, the Company shall pay to the Holder the amount of outstanding principal hereunder that is not so converted.

4. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants with the Holder as follows:

(a) Authorization; Enforceability. All corporate action on the part of the Company, its officers, directors and stockholders, if necessary, for the authorization, execution and delivery of this Note and the performance of all obligations of the Company hereunder has been taken, and this Note constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) Governmental Consents. No consent, approval, qualification, order or authorization of, or filing with, any local, state or federal governmental authority is required on the part of the Company in connection with the Company's valid execution, delivery or performance of this Note except any notices required to be filed with the Securities and Exchange Commission under Regulation D of the Securities Act of 1933, as amended (the "1933 Act"), or such filings as may be required under applicable state securities laws, which, if applicable, will be timely filed within the applicable periods therefor.

(c) No Violation. The execution, delivery and performance by the Company of this Note and the consummation of the transactions contemplated hereby will not result in a violation of its Certificate of Incorporation or Bylaws, in any material respect of any provision of any mortgage, agreement, instrument or contract to which it is a party or by which it is bound or, to the best of its knowledge, of any federal or state judgment, order, writ, decree, statute, rule or regulation applicable to the Company or be in material conflict with or constitute, with or without the passage of time or giving of notice, either a material default under any such provision or an event that results in the creation of any material lien, charge or encumbrance upon any assets of the Company or the suspension, revocation,

impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations, or any of its assets or properties.

5. Representations and Covenants of the Holder. The Company has entered into this Note in reliance upon the following representations and covenants of the Holder:

(a) Investment Purpose. This Note and the Common Stock issuable upon conversion of the Note are acquired for investment and not with a view to the sale or distribution of any part thereof, and the Holder has no present intention of selling or engaging in any public distribution of the same except pursuant to a registration or exemption.

(b) Private Issue. The Holder understands (i) that this Note and the Common Stock issuable upon conversion of this Note are not registered under the 1933 Act or qualified under applicable state securities laws, and (ii) that the Company is relying on an exemption from registration predicated on the representations set forth in this Section 8.

(c) Financial Risk. The Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment, and has the ability to bear the economic risks of its investment.

(d) Risk of No Registration. The Holder understands that if the Company does not register with the Securities and Exchange Commission pursuant to Section 12 of the Securities Exchange Act of 1934 (the "1934 Act"), or file reports pursuant to Section 15(d) of the 1934 Act, or if a registration statement covering the securities under the 1933 Act is not in effect when it desires to sell the Common Stock issuable upon conversion of the Note, it may be required to hold such securities for an indefinite period. The Holder also understands that any sale of the Note or the Common Stock which might be made by it in reliance upon Rule 144 under the 1933 Act may be made only in accordance with the terms and conditions of that Rule.

6. Assignment. Subject to the restrictions on transfer described in Section 8 below, the rights and obligations of the Company and the Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

7. Waiver and Amendment. Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Holder.

8. Transfer of This Note or Securities Issuable on Conversion Hereof. With respect to any offer, sale or other disposition of this Note or securities into which this Note may be converted, the Holder will give written notice to the Company prior thereto, describing briefly the manner thereof. Unless the Company reasonably determines that such transfer would violate applicable securities laws, or that such transfer would adversely affect the Company's ability to account for future transactions to which it is a party as a pooling of interests, and notifies the Holder thereof within five (5) business days after receiving notice of the transfer, the Holder may effect such transfer. The Note thus transferred and each certificate representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with

the 1933 Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the 1933 Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions.

9. Notices. Any notice, other communication or payment required or permitted hereunder shall be in writing and shall be deemed to have been given upon delivery if personally delivered or three (3) business days after deposit if deposited in the United States mail for mailing by certified mail, postage prepaid. Each of the above addressees may change its address for purposes of this Section by giving to the other addressee notice of such new address in conformance with this Section.

10. Governing Law. This Note is being delivered in and shall be construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

11. Heading: References. All headings used herein are used for convenience only and shall not be used to construe or interpret this Note. Except as otherwise indicated, all references herein to Sections refer to Sections hereof.

12. Waiver by the Company. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

13. Delays. No delay by the Holder in exercising any power or right hereunder shall operate as a waiver of any power or right.

14. Severability. If one or more provisions of this Note are held to be unenforceable under applicable law, such provision shall be excluded from this Note and the balance of the Note shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

15. No Impairment. The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Note and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder of this Note against impairment.

IN WITNESS WHEREOF, GivBux Global Partners, Inc. has caused this Note to be executed in its corporate name and this Note to be issued and delivered, all on the date first above written.

GIVBUX GLOBAL PARTNERS, INC.

Date: March 5, 2020

By: 
Kenyatto Jones, CEO

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 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. 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.

GIVBUX GLOBAL PARTNERS, INC.
CONVERTIBLE PROMISSORY NOTE

Principal Amount: \$7,500.00

March 6, 2020

WHEREAS on March 6, 2020 Honey Badger Capital Limited, an Alberta corporation (the "Holder"); loaned funds totaling, \$7,500.00 to GivBux Global Partners, Inc., a Nevada corporation (the "Company"). Payment for the loan was made directly to the Company in the form of a wire transfer.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the mutual premises and the mutual covenants and agreements contained herein, the parties covenant and agree each with the other as follows:

I. Principal and Interest.

1.1 The Company, for value received, hereby promises to pay to the order of the Holder the sum of Seven Thousand Five Hundred Dollars (\$7,500.00),

1.2 This Convertible Promissory Note (the "Note") shall bear interest at eight percent (8%) per annum. This Note shall be payable one (1) year from the date hereof and cannot be converted until (6) months from the date of this Note.

1.3 Upon payment in full of the principal and any accrued interest, this Note shall be surrendered to the Company for cancellation.

1.4 The principal under this Note shall be payable at the principal office of the Company and shall be forwarded to the address of the Holder hereof as such Holder shall from time to time designate.

2. Attorney's Fees. If the indebtedness represented by this Note or any part thereof is collected in bankruptcy, receivership or other judicial proceedings or if this Note is placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal payable hereunder, reasonable attorneys' fees and costs incurred by the Holder.

3. Conversion.

3.1 Voluntary Conversion. The Holder shall have the right, exercisable in whole or in part, to convert the outstanding principal and accrued interest into a number of fully paid and non-assessable whole shares of the Company's common stock ("Common Stock") determined in accordance with Section 3.2 below.

3.2 Shares Issuable. The number of whole shares of Common Stock into which this Note may be voluntarily converted (the "Conversion Shares") shall be determined by dividing the aggregate principal amount borrowed hereunder by \$0.50 (the "Note Conversion Price"); provided, however, that, in no event, shall 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 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 Maker subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of shares of common stock 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 the beneficial ownership by Holder and its affiliates of more than 4.99% of the outstanding shares of common stock of the Company. For purposes of the proviso to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934 and Regulation 13D-G thereunder, except as otherwise provided in clause (I) of such proviso. The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the Note Conversion Price. 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 Company's option, accrued and unpaid interest, if any, on such principal amount at the interest rate provided in this Note to the conversion date.

3.3 Notice and Conversion Procedures. If the Holder elects to convert this Note, the Holder shall provide the Company with a written notice of conversion setting forth the amount to be converted. The notice must be delivered to the Company together with this Note. Within twenty (20) business days of receipt of such notice, the Company shall deliver to the Holder certificate(s) for the Common Stock issuable upon such conversion and, if the entire principal amount was not so converted, a new note representing such balance.

3.4 Other Conversion Provisions.

(a) Adjustment of Note Conversion Price. In the event the Company shall in any manner, subsequent to the issuance of this Note, approve a reclassification involving a reverse stock split and subdivision of the Company's issued and outstanding shares of

Common Stock, the Note Conversion Price shall forthwith be adjusted by proportionately increasing the Note Conversion Price on the date that such subdivision shall become effective. In the event the Company shall in any manner, subsequent to the issuance of this Note, approve a reclassification involving a forward stock split and subdivision of the Company's issued and outstanding shares of Common Stock, the Note Conversion Price shall forthwith be adjusted by proportionately decreasing the Note Conversion Price on the date that such subdivision shall become effective.

(b) Common Stock Defined. Whenever reference is made in this Note to the shares of Common Stock, the term "Common Stock" shall mean the Common Stock of the Company authorized as of the date hereof, and any other class of stock ranking on a parity with such Common Stock. Shares issuable upon conversion hereof shall include only shares of Common Stock of the Company.

3.5 No Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional shares to the Holder upon the conversion of this Note, the Company shall pay to the Holder the amount of outstanding principal hereunder that is not so converted.

4. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants with the Holder as follows:

(a) Authorization; Enforceability. All corporate action on the part of the Company, its officers, directors and stockholders, if necessary, for the authorization, execution and delivery of this Note and the performance of all obligations of the Company hereunder has been taken, and this Note constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) Governmental Consents. No consent, approval, qualification, order or authorization of, or filing with, any local, state or federal governmental authority is required on the part of the Company in connection with the Company's valid execution, delivery or performance of this Note except any notices required to be filed with the Securities and Exchange Commission under Regulation D of the Securities Act of 1933, as amended (the "1933 Act"), or such filings as may be required under applicable state securities laws, which, if applicable, will be timely filed within the applicable periods therefor.

(c) No Violation. The execution, delivery and performance by the Company of this Note and the consummation of the transactions contemplated hereby will not result in a violation of its Certificate of Incorporation or Bylaws, in any material respect of any provision of any mortgage, agreement, instrument or contract to which it is a party or by which it is bound or, to the best of its knowledge, of any federal or state judgment, order, writ, decree, statute, rule or regulation applicable to the Company or be in material conflict with or constitute, with or without the passage of time or giving of notice, either a material default under any such provision or an event that results in the creation of any material lien, charge or encumbrance upon any assets of the Company or the suspension, revocation,

impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations, or any of its assets or properties.

5. Representations and Covenants of the Holder. The Company has entered into this Note in reliance upon the following representations and covenants of the Holder:

(a) Investment Purpose. This Note and the Common Stock issuable upon conversion of the Note are acquired for investment and not with a view to the sale or distribution of any part thereof, and the Holder has no present intention of selling or engaging in any public distribution of the same except pursuant to a registration or exemption.

(b) Private Issue. The Holder understands (i) that this Note and the Common Stock issuable upon conversion of this Note are not registered under the 1933 Act or qualified under applicable state securities laws, and (ii) that the Company is relying on an exemption from registration predicated on the representations set forth in this Section 8.

(c) Financial Risk. The Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment, and has the ability to bear the economic risks of its investment.

(d) Risk of No Registration. The Holder understands that if the Company does not register with the Securities and Exchange Commission pursuant to Section 12 of the Securities Exchange Act of 1934 (the "1934 Act"), or file reports pursuant to Section 15(d) of the 1934 Act, or if a registration statement covering the securities under the 1933 Act is not in effect when it desires to sell the Common Stock issuable upon conversion of the Note, it may be required to hold such securities for an indefinite period. The Holder also understands that any sale of the Note or the Common Stock which might be made by it in reliance upon Rule 144 under the 1933 Act may be made only in accordance with the terms and conditions of that Rule.

6. Assignment. Subject to the restrictions on transfer described in Section 8 below, the rights and obligations of the Company and the Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

7. Waiver and Amendment. Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Holder.

8. Transfer of This Note or Securities Issuable on Conversion Hereof. With respect to any offer, sale or other disposition of this Note or securities into which this Note may be converted, the Holder will give written notice to the Company prior thereto, describing briefly the manner thereof. Unless the Company reasonably determines that such transfer would violate applicable securities laws, or that such transfer would adversely affect the Company's ability to account for future transactions to which it is a party as a pooling of interests, and notifies the Holder thereof within five (5) business days after receiving notice of the transfer, the Holder may effect such transfer. The Note thus transferred and each certificate representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with

the 1933 Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the 1933 Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions.

9. Notices. Any notice, other communication or payment required or permitted hereunder shall be in writing and shall be deemed to have been given upon delivery if personally delivered or three (3) business days after deposit if deposited in the United States mail for mailing by certified mail, postage prepaid. Each of the above addressees may change its address for purposes of this Section by giving to the other addressee notice of such new address in conformance with this Section.

10. Governing Law. This Note is being delivered in and shall be construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

11. Heading: References. All headings used herein are used for convenience only and shall not be used to construe or interpret this Note. Except as otherwise indicated, all references herein to Sections refer to Sections hereof.

12. Waiver by the Company. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

13. Delays. No delay by the Holder in exercising any power or right hereunder shall operate as a waiver of any power or right.

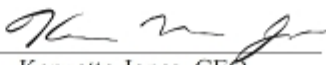
14. Severability. If one or more provisions of this Note are held to be unenforceable under applicable law, such provision shall be excluded from this Note and the balance of the Note shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

15. No Impairment. The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Note and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder of this Note against impairment.

IN WITNESS WHEREOF, GivBux Global Partners, Inc. has caused this Note to be executed in its corporate name and this Note to be issued and delivered, all on the date first above written.

GIVBUX GLOBAL PARTNERS, INC.

Date: March 6, 2020

By: 
Kenyatto Jones, CEO

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 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. 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.

GIVBUX GLOBAL PARTNERS, INC.
CONVERTIBLE PROMISSORY NOTE

Principal Amount: \$1,200.00

March 9, 2020

WHEREAS on March 9, 2020 WHITE MOUNTAIN VENTURES INC. a corporation (the "Holder"); loaned funds totaling, \$1,200.00 to GivBux Global Partners, Inc., a Nevada corporation (the "Company"). Payment for the loan was made directly to the Company in the form of a wire transfer.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the mutual premises and the mutual covenants and agreements contained herein, the parties covenant and agree each with the other as follows:

I. Principal and Interest.

1.1 The Company, for value received, hereby promises to pay to the order of the Holder the sum of One Thousand Two Hundred Dollars (\$1,200.00),

1.2 This Convertible Promissory Note (the "Note") shall bear interest at eight percent (8%) per annum. This Note shall be payable one (1) year from the date hereof and cannot be converted until (6) months from the date of this Note.

1.3 Upon payment in full of the principal and any accrued interest, this Note shall be surrendered to the Company for cancellation.

1.4 The principal under this Note shall be payable at the principal office of the Company and shall be forwarded to the address of the Holder hereof as such Holder shall from time to time designate.

2. Attorney's Fees. If the indebtedness represented by this Note or any part thereof is collected in bankruptcy, receivership or other judicial proceedings or if this Note is placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal payable hereunder, reasonable attorneys' fees and costs incurred by the Holder.

3. Conversion.

3.1 Voluntary Conversion. The Holder shall have the right, exercisable in whole or in part, to convert the outstanding principal and accrued interest into a number of fully paid and non-assessable whole shares of the Company's common stock ("Common Stock") determined in accordance with Section 3.2 below.

3.2 Shares Issuable. The number of whole shares of Common Stock into which this Note may be voluntarily converted (the "Conversion Shares") shall be determined by dividing the aggregate principal amount borrowed hereunder by \$0.50 (the "Note Conversion Price"); provided, however, that, in no event, shall 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 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 Maker subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of shares of common stock 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 the beneficial ownership by Holder and its affiliates of more than 4.99% of the outstanding shares of common stock of the Company. For purposes of the proviso to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934 and Regulation 13D-G thereunder, except as otherwise provided in clause (I) of such proviso. The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the Note Conversion Price. 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 Company's option, accrued and unpaid interest, if any, on such principal amount at the interest rate provided in this Note to the conversion date.

3.3 Notice and Conversion Procedures. If the Holder elects to convert this Note, the Holder shall provide the Company with a written notice of conversion setting forth the amount to be converted. The notice must be delivered to the Company together with this Note. Within twenty (20) business days of receipt of such notice, the Company shall deliver to the Holder certificate(s) for the Common Stock issuable upon such conversion and, if the entire principal amount was not so converted, a new note representing such balance.

3.4 Other Conversion Provisions.

(a) Adjustment of Note Conversion Price. In the event the Company shall in any manner, subsequent to the issuance of this Note, approve a reclassification involving a reverse stock split and subdivision of the Company's issued and outstanding shares of

Common Stock, the Note Conversion Price shall forthwith be adjusted by proportionately increasing the Note Conversion Price on the date that such subdivision shall become effective. In the event the Company shall in any manner, subsequent to the issuance of this Note, approve a reclassification involving a forward stock split and subdivision of the Company's issued and outstanding shares of Common Stock, the Note Conversion Price shall forthwith be adjusted by proportionately decreasing the Note Conversion Price on the date that such subdivision shall become effective.

(b) Common Stock Defined. Whenever reference is made in this Note to the shares of Common Stock, the term "Common Stock" shall mean the Common Stock of the Company authorized as of the date hereof, and any other class of stock ranking on a parity with such Common Stock. Shares issuable upon conversion hereof shall include only shares of Common Stock of the Company.

3.5 No Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional shares to the Holder upon the conversion of this Note, the Company shall pay to the Holder the amount of outstanding principal hereunder that is not so converted.

4. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants with the Holder as follows:

(a) Authorization: Enforceability. All corporate action on the part of the Company, its officers, directors and stockholders, if necessary, for the authorization, execution and delivery of this Note and the performance of all obligations of the Company hereunder has been taken, and this Note constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) Governmental Consents. No consent, approval, qualification, order or authorization of, or filing with, any local, state or federal governmental authority is required on the part of the Company in connection with the Company's valid execution, delivery or performance of this Note except any notices required to be filed with the Securities and Exchange Commission under Regulation D of the Securities Act of 1933, as amended (the "1933 Act"), or such filings as may be required under applicable state securities laws, which, if applicable, will be timely filed within the applicable periods therefor.

(c) No Violation. The execution, delivery and performance by the Company of this Note and the consummation of the transactions contemplated hereby will not result in a violation of its Certificate of Incorporation or Bylaws, in any material respect of any provision of any mortgage, agreement, instrument or contract to which it is a party or by which it is bound or, to the best of its knowledge, of any federal or state judgment, order, writ, decree, statute, rule or regulation applicable to the Company or be in material conflict with or constitute, with or without the passage of time or giving of notice, either a material default under any such provision or an event that results in the creation of any material lien, charge or encumbrance upon any assets of the Company or the suspension, revocation,

impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations, or any of its assets or properties.

5. Representations and Covenants of the Holder. The Company has entered into this Note in reliance upon the following representations and covenants of the Holder:

(a) Investment Purpose. This Note and the Common Stock issuable upon conversion of the Note are acquired for investment and not with a view to the sale or distribution of any part thereof, and the Holder has no present intention of selling or engaging in any public distribution of the same except pursuant to a registration or exemption.

(b) Private Issue. The Holder understands (i) that this Note and the Common Stock issuable upon conversion of this Note are not registered under the 1933 Act or qualified under applicable state securities laws, and (ii) that the Company is relying on an exemption from registration predicated on the representations set forth in this Section 8.

(c) Financial Risk. The Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment, and has the ability to bear the economic risks of its investment.

(d) Risk of No Registration. The Holder understands that if the Company does not register with the Securities and Exchange Commission pursuant to Section 12 of the Securities Exchange Act of 1934 (the "1934 Act"), or file reports pursuant to Section 15(d) of the 1934 Act, or if a registration statement covering the securities under the 1933 Act is not in effect when it desires to sell the Common Stock issuable upon conversion of the Note, it may be required to hold such securities for an indefinite period. The Holder also understands that any sale of the Note or the Common Stock which might be made by it in reliance upon Rule 144 under the 1933 Act may be made only in accordance with the terms and conditions of that Rule.

6. Assignment. Subject to the restrictions on transfer described in Section 8 below, the rights and obligations of the Company and the Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

7. Waiver and Amendment. Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Holder.

8. Transfer of This Note or Securities Issuable on Conversion Hereof. With respect to any offer, sale or other disposition of this Note or securities into which this Note may be converted, the Holder will give written notice to the Company prior thereto, describing briefly the manner thereof. Unless the Company reasonably determines that such transfer would violate applicable securities laws, or that such transfer would adversely affect the Company's ability to account for future transactions to which it is a party as a pooling of interests, and notifies the Holder thereof within five (5) business days after receiving notice of the transfer, the Holder may effect such transfer. The Note thus transferred and each certificate representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with

the 1933 Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the 1933 Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions.

9. Notices. Any notice, other communication or payment required or permitted hereunder shall be in writing and shall be deemed to have been given upon delivery if personally delivered or three (3) business days after deposit if deposited in the United States mail for mailing by certified mail, postage prepaid. Each of the above addressees may change its address for purposes of this Section by giving to the other addressee notice of such new address in conformance with this Section.

10. Governing Law. This Note is being delivered in and shall be construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

11. Heading: References. All headings used herein are used for convenience only and shall not be used to construe or interpret this Note. Except as otherwise indicated, all references herein to Sections refer to Sections hereof.

12. Waiver by the Company. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

13. Delays. No delay by the Holder in exercising any power or right hereunder shall operate as a waiver of any power or right.

14. Severability. If one or more provisions of this Note are held to be unenforceable under applicable law, such provision shall be excluded from this Note and the balance of the Note shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

15. No Impairment. The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Note and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder of this Note against impairment.

IN WITNESS WHEREOF, GivBux Global Partners, Inc. has caused this Note to be executed in its corporate name and this Note to be issued and delivered, all on the date first above written.

GIVBUX GLOBAL PARTNERS, INC.

Date: March 9, 2020

By: _____
Kenyatto Jones, CEO

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 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. 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.

**GIVBUX GLOBAL PARTNERS, INC.
CONVERTIBLE PROMISSORY NOTE**

Principal Amount: \$11,300.00

March 5, 2021

WHEREAS on March 5, 2021 Miklos Gulyas (the “Holder”) loaned funds totaling, \$11,300.00 to GivBux Global Partners, Inc., a Nevada corporation (the “Company”). Payment for the loan was made directly to the Company in the form of a wire transfer.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the mutual premises and the mutual covenants and agreements contained herein, the parties covenant and agree each with the other as follows:

1. Principal and Interest.

1.1 The Company, for value received, hereby promises to pay to the order of the Holder the sum of Eleven Thousand Three Hundred Dollars (\$11,300.00),

1.2 This Convertible Promissory Note (the “Note”) shall bear interest at eight percent (8%) per annum. This Note shall be payable one (1) year from the date hereof and cannot be converted until (6) months from the date of this Note.

1.3 Upon payment in full of the principal and any accrued interest, this Note shall be surrendered to the Company for cancellation.

1.4 The principal under this Note shall be payable at the principal office of the Company and shall be forwarded to the address of the Holder hereof as such Holder shall from time to time designate.

2. Attorney’s Fees. If the indebtedness represented by this Note or any part thereof is collected in bankruptcy, receivership or other judicial proceedings or if this Note is placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal payable hereunder, reasonable attorneys’ fees and costs incurred by the Holder.

3. Conversion.

3.1 Voluntary Conversion. The Holder shall have the right, exercisable in whole or in part, to convert the outstanding principal and accrued interest into a number of fully paid and non-assessable whole shares of the Company’s common stock (“Common Stock”) determined in accordance with Section 3.2 below.

3.2 Shares Issuable. The number of whole shares of Common Stock into which this Note may be voluntarily converted (the “Conversion Shares”) shall be determined by dividing the aggregate principal amount borrowed hereunder by \$0.50 (the “Note Conversion Price”); provided, however, that, in no event, shall 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 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 Maker subject to a limitation on conversion or

exercise analogous to the limitations contained herein) and (2) the number of shares of common stock 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 the beneficial ownership by Holder and its affiliates of more than 4.99% of the outstanding shares of common stock of the Company. For purposes of the proviso to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934 and Regulation 13D-G thereunder, except as otherwise provided in clause (I) of such proviso. The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the Note Conversion Price. 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 Company’s option, accrued and unpaid interest, if any, on such principal amount at the interest rate provided in this Note to the conversion date.

3.3 Notice and Conversion Procedures. If the Holder elects to convert this Note, the Holder shall provide the Company with a written notice of conversion setting forth the amount to be converted. The notice must be delivered to the Company together with this Note. Within twenty (20) business days of receipt of such notice, the Company shall deliver to the Holder certificate(s) for the Common Stock issuable upon such conversion and, if the entire principal amount was not so converted, a new note representing such balance.

3.4 Other Conversion Provisions.

(a) **Adjustment of Note Conversion Price.** In the event the Company shall in any manner, subsequent to the issuance of this Note, approve a reclassification involving a reverse stock split and subdivision of the Company’s issued and outstanding shares of Common Stock, the Note Conversion Price shall forthwith be adjusted by proportionately increasing the Note Conversion Price on the date that such subdivision shall become effective. In the event the Company shall in any manner, subsequent to the issuance of this Note, approve a reclassification involving a forward stock split and subdivision of the Company’s issued and outstanding shares of Common Stock, the Note Conversion Price shall forthwith be adjusted by proportionately decreasing the Note Conversion Price on the date that such subdivision shall become effective.

(b) **Common Stock Defined.** Whenever reference is made in this Note to the shares of Common Stock, the term “Common Stock” shall mean the Common Stock of the Company authorized as of the date hereof, and any other class of stock ranking on a parity with such Common Stock. Shares issuable upon conversion hereof shall include only shares of Common Stock of the Company.

3.5 No Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional shares to the Holder upon the conversion of this Note, the Company shall pay to the Holder the amount of outstanding principal hereunder that is not so converted.

4. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants with the Holder as follows:

(a) **Authorization; Enforceability.** All corporate action on the part of the Company, its officers, directors and stockholders, if necessary, for the authorization, execution and delivery of this Note and the performance of all obligations of the Company hereunder has been taken, and this Note constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors’ rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) **Governmental Consents.** No consent, approval, qualification, order or authorization of, or filing with, any local, state or federal governmental authority is required on the part of the Company in connection with the Company’s valid execution, delivery or performance of this Note except any notices required to be filed with the Securities and Exchange Commission under Regulation D of the Securities Act of 1933, as amended (the “1933 Act”), or such filings as may be required under applicable state securities laws, which, if applicable, will be timely filed within the applicable periods therefor.

(c) **No Violation.** The execution, delivery and performance by the Company of this Note and the consummation of the transactions contemplated hereby will not result in a violation of its Certificate of Incorporation or Bylaws, in any material respect of any provision of any mortgage, agreement, instrument or contract to which it is a party or by which it is bound or, to the best of its knowledge, of any federal or state judgment, order, writ, decree, statute, rule or regulation applicable to the Company or be in material conflict with or constitute, with or without the passage of time or giving of notice, either a material default under any such provision or an event that results in the creation of any material lien, charge or encumbrance upon any assets of the Company or the suspension,

revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations, or any of its assets or properties.

5. Representations and Covenants of the Holder. The Company has entered into this Note in reliance upon the following representations and covenants of the Holder:

(a) Investment Purpose. This Note and the Common Stock issuable upon conversion of the Note are acquired for investment and not with a view to the sale or distribution of any part thereof, and the Holder has no present intention of selling or engaging in any public distribution of the same except pursuant to a registration or exemption.

(b) Private Issue. The Holder understands (i) that this Note and the Common Stock issuable upon conversion of this Note are not registered under the 1933 Act or qualified under applicable state securities laws, and (ii) that the Company is relying on an exemption from registration predicated on the representations set forth in this Section 8.

(c) Financial Risk. The Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment, and has the ability to bear the economic risks of its investment.

(d) Risk of No Registration. The Holder understands that if the Company does not register with the Securities and Exchange Commission pursuant to Section 12 of the Securities Exchange Act of 1934 (the "1934 Act"), or file reports pursuant to Section 15(d) of the 1934 Act, or if a registration statement covering the securities under the 1933 Act is not in effect when it desires to sell the Common Stock issuable upon conversion of the Note, it may be required to hold such securities for an indefinite period. The Holder also understands that any sale of the Note or the Common Stock which might be made by it in reliance upon Rule 144 under the 1933 Act may be made only in accordance with the terms and conditions of that Rule.

6. Assignment. Subject to the restrictions on transfer described in Section 8 below, the rights and obligations of the Company and the Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

7. Waiver and Amendment. Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Holder.

8. Transfer of This Note or Securities Issuable on Conversion Hereof. With respect to any offer, sale or other disposition of this Note or securities into which this Note may be converted, the Holder will give written notice to the Company prior thereto, describing briefly the manner thereof. Unless the Company reasonably determines that such transfer would violate applicable securities laws, or that such transfer would adversely affect the Company's ability to account for future transactions to which it is a party as a pooling of interests, and notifies the Holder thereof within five (5) business days after receiving notice of the transfer, the Holder may effect such transfer. The Note thus transferred and each certificate representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the 1933 Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the 1933 Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions.

9. Notices. Any notice, other communication or payment required or permitted hereunder shall be in writing and shall be deemed to have been given upon delivery if personally delivered or three (3) business days after deposit if deposited in the United States mail for mailing by certified mail, postage prepaid. Each of the above addressees may change its address for purposes of this Section by giving to the other addressee notice of such new address in conformance with this Section.

10. Governing Law. This Note is being delivered in and shall be construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

11. Heading; References. All headings used herein are used for convenience only and shall not be used to construe or interpret this Note. Except as otherwise indicated, all references herein to Sections refer to Sections hereof.

12. Waiver by the Company. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

13. Delays. No delay by the Holder in exercising any power or right hereunder shall operate as a waiver of any power or right.

14. Severability. If one or more provisions of this Note are held to be unenforceable under applicable law, such provision shall be excluded from this Note and the balance of the Note shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

15. No Impairment. The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Note and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder of this Note against impairment.

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IN WITNESS WHEREOF, GivBux Global Partners, Inc. has caused this Note to be executed in its corporate name and this Note to be issued and delivered, all on the date first above written.

GIVBUX GLOBAL PARTNERS, INC.

Date: March 5, 2021

By: _____

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NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS PROMISSORY NOTE 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 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.

Principal Amount: US\$11,000.00

Issue Date: July 11, 2023

CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, GivBux, Inc., a Nevada corporation (hereinafter called the "Borrower"), hereby promises to pay to the order of Step Well Malaysia Sdn. Bhd. (Malaysia), or registered assigns (the "Holder") the sum of US\$11,000.00 together with any interest as set forth herein, on that date Twelve (12) months following the Issue Date of this Note (the "Maturity Date"), and to pay interest on the unpaid principal balance hereof at the rate of Seven percent (7%) (the "Interest Rate") per annum from the date hereof (the "Issue Date") until the same becomes due and payable, whether at maturity or upon acceleration or by prepayment or otherwise. This Note may not be prepaid in whole or in part except as otherwise explicitly set forth herein. Interest shall be computed on the basis of a 365-day year and the actual number of days elapsed. Interest shall commence accruing on the Issue Date but shall not be payable until the Note becomes payable (whether at Maturity Date or upon acceleration or by prepayment). All payments due hereunder (to the extent not converted into common stock, \$0.001 par value per share (the "Common Stock") in accordance with the terms hereof) shall be made in lawful money of the United States of America. All payments shall be made at such address as the Holder shall hereafter give to the Borrower by written notice made in accordance with the provisions of this Note.

This Note is 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 Borrower and will not impose personal liability upon the holder thereof.

The following terms shall apply to this Note:

ARTICLE I. CONVERSION RIGHTS

1.1 Conversion Right. The Holder shall have the right from time to time, and at any time during the period beginning on the date hereof and continuing until the Maturity Date, to convert all or any part of the outstanding and unpaid principal amount of this Note into fully paid and non-assessable shares of Common Stock, as such Common Stock exists on the Issue Date, 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 (the "Conversion Price") 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 the Notes 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

shares of Common Stock 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 4.99% of the outstanding shares of Common Stock. For purposes of the proviso to 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 "Exchange Act"), and Regulations 13D-G thereunder, except as otherwise provided in clause (1) of such proviso. The beneficial ownership limitations on conversion as set forth in the section may NOT be waived by the Holder. The number of shares of Common Stock 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 in accordance with Section 1.4 below; 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 6:00 p.m., Newport Beach, California time on such conversion date (the "Conversion Date"); however, if the Notice of Conversion is sent after 6:00pm, Newport Beach, California time the Conversion Date shall be the next business day. 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 rates provided in this Note to the Conversion Date.

1.2 Conversion Price. The conversion price (the "Conversion Price") shall equal the Variable Conversion Price (as defined herein) (subject to equitable adjustments by the Borrower relating to the Borrower's securities or the securities of any subsidiary of the Borrower, combinations, recapitalization, reclassifications, extraordinary distributions, and similar events). The "Variable Conversion Price" shall mean 75% multiplied by the Market Price (as defined herein) (representing a discount rate of 25%). "Market Price" means the average Trading Price (as defined below) for the Common Stock during the ten (10) Trading Day period ending on the latest complete Trading Day prior to the Conversion Date. "Trading Price" means, for any security as of any date, the closing bid price on the OTCQB, OTCQX, Pink Sheets electronic quotation system or applicable trading market (the "OTC") as reported by a reliable reporting service ("Reporting Service") designated by the Holder (i.e. Bloomberg) or, if the OTC is not the principal trading market for such security, the closing bid price of such security on the principal securities exchange or trading market where such security is listed or traded or, if no closing bid price of such security is available in any of the foregoing manners, the average of the closing bid prices of any market makers for such security that are listed in the "pink sheets". If the Trading Price cannot be calculated for such security on such date in the manner provided above, the Trading Price shall be the fair market value as reasonably determined by the Borrower. "Trading Day" shall mean any day on which the Common Stock is tradable for any period on the OTC, or on the principal securities exchange or other securities market on which the Common Stock is then being traded.

1.3 Method of Conversion.

(a) Mechanics of Conversion. As set forth in Section 1.1 hereof, from time to time, and at any time during the period beginning on the date hereof and continuing until the Maturity Date, this Note may be converted by the Holder in whole or in part at any time from time to time after the Issue Date, by (A) submitting to the Borrower a Notice of Conversion (by facsimile, e-mail or other reasonable means of communication dispatched on the Conversion Date prior to 6:00 p.m., Newport Beach, California time) and (B) surrendering this Note at the principal office of the Borrower (upon payment in full of any amounts owed hereunder).

(b) Surrender of Note Upon Conversion. Notwithstanding anything to the

contrary set forth herein, upon conversion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Borrower unless the entire unpaid principal amount of this Note is so converted. The Holder and the Borrower shall maintain records showing the principal amount so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Borrower, so as not to require physical surrender of this Note upon each such conversion.

(c) Delivery of Common Stock Upon Conversion. Upon receipt by the Borrower from the Holder of a facsimile transmission or e-mail (or other reasonable means of communication) of a Notice of Conversion meeting the requirements for conversion as provided in this Section 1.3, the Borrower shall issue and deliver or cause to be issued and delivered to or upon the order of the Holder certificates for the Common Stock issuable upon such conversion within three (3) business days after such receipt (and, solely in the case of conversion of the entire unpaid principal amount hereof, surrender of this Note) in accordance with the terms hereof. Upon receipt by the Borrower of a Notice of Conversion, the Holder shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, the outstanding principal amount and the amount of accrued and unpaid interest on this Note shall be reduced to reflect such conversion, and, unless the Borrower defaults on its obligations hereunder, 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. If the Holder shall have given a Notice of Conversion as provided herein, the Borrower's obligation to issue and deliver the certificates for Common Stock shall be absolute and unconditional, irrespective of the absence of any action by the Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action to enforce the same, any failure or delay in the enforcement of any other obligation of the Borrower to the holder of record, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder of any obligation to the Borrower, and irrespective of any other circumstance which might otherwise limit such obligation of the Borrower to the Holder in connection with such conversion.

(d) Delivery of Common Stock by Electronic Transfer. In lieu of delivering physical certificates representing the Common Stock issuable upon conversion, provided the Borrower is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer ("FAST") program, upon request of the Holder and its compliance with the provisions set forth herein, the Borrower shall use its best efforts to cause its transfer agent to electronically transmit the Common Stock issuable upon conversion to the Holder by crediting the account of Holder's Prime Broker with DTC through its Deposit Withdrawal Agent Commission ("DWAC") system.

1.4 Concerning the Shares. The shares of Common Stock 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 Act or (ii) the Borrower or its transfer agent shall have been furnished with an opinion of counsel (which opinion 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 (such as Rule 144 or a successor rule) ("Rule 144"); or (iii) 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 1.4 and who is an Accredited Investor as defined by Rule 144.

Any restrictive legend on certificates representing shares of Common Stock issuable upon conversion of this Note shall be removed and the Borrower shall issue to the Holder a new certificate therefore free of any transfer legend if the Borrower or its transfer agent shall have received an opinion of counsel from

Holder's counsel, in form, substance and scope customary for opinions of counsel in comparable transactions, to the effect that (i) a public sale or transfer of such Common Stock may be made without registration under the Act, which opinion shall be accepted by the Company so that the sale or transfer is effected; or (ii) in the case of the Common Stock issuable upon conversion of this Note, such security is registered for sale by the Holder under an effective registration statement filed under the Act; or otherwise may be sold pursuant to an exemption from registration.

1.5 Effect of Certain Events.

(a) Effect of Merger, Consolidation, Etc. At the option of the Holder, the sale, conveyance or disposition of all or substantially all of the assets of the Borrower, the effectuation by the Borrower of a transaction or series of related transactions in which more than 50% of the voting power of the Borrower is disposed of, or the consolidation, merger or other business combination of the Borrower with or into any other Person (as defined below) or Persons when the Borrower is not the survivor shall be deemed to be an Event of Default (as defined in Article III) pursuant to which the Borrower shall be required to pay to the Holder upon the consummation of and as a condition to such transaction an amount equal to the Default Amount (as defined in Article III). "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

(b) Adjustment Due to Merger, Consolidation, Etc. If, at any time when this Note is issued and outstanding and prior to conversion of all of the Note, there shall be any merger, consolidation, exchange of shares, recapitalization, reorganization, or other similar event, (other than the contemplated reverse merger with transaction) as a result of which shares of Common Stock of the Borrower shall be changed into the same or a different number of shares of another class or classes of stock or securities of the Borrower or another entity, or in case of any sale or conveyance of all or substantially all of the assets of the Borrower other than in connection with a plan of complete liquidation of the Borrower, then the Holder of this Note shall thereafter have the right to receive upon conversion of this Note, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore issuable upon conversion, such stock, securities or assets which the Holder would have been entitled to receive in such transaction had this Note been converted in full immediately prior to such transaction (without regard to any limitations on conversion set forth herein), and in any such case appropriate provisions shall be made with respect to the rights and interests of the Holder of this Note to the end that the provisions hereof (including, without limitation, provisions for adjustment of the Conversion Price and of the number of shares issuable upon conversion of the Note) shall thereafter be applicable, as nearly as may be practicable in relation to any securities or assets thereafter deliverable upon the conversion hereof. The Borrower shall not affect any transaction described in this Section 1.5(b) unless (a) it first gives, to the extent practicable, ten (10) days prior written notice (but in any event at least five (5) days prior written notice) of the record date of the special meeting of shareholders to approve, or if there is no such record date, the consummation of, such merger, consolidation, exchange of shares, recapitalization, reorganization or other similar event or sale of assets (during which time the Holder shall be entitled to convert this Note) and (b) the resulting successor or acquiring entity (if not the Borrower) assumes by written instrument the obligations of this Note. The above provisions shall similarly apply to successive consolidations, mergers, sales, transfers or share exchanges.

(c) Adjustment Due to Distribution. If the Borrower shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to the Borrower's shareholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e.,

a spin-off)) (a "Distribution"), then the Holder of this Note shall be entitled, upon any conversion of this Note after the date of record for determining shareholders entitled to such Distribution, to receive the amount of such assets which would have been payable to the Holder with respect to the shares of Common Stock issuable upon such conversion had such Holder been the holder of such shares of Common Stock on the record date for the determination of shareholders entitled to such Distribution.

1.6 Prepayment. Notwithstanding anything to the contrary contained in this Note, at any time, the Borrower shall have the right, exercisable on not more than three (3) Trading Days prior written notice to the Holder of the Note to prepay the outstanding Note (principal and accrued interest), in full, in accordance with this Section 1.6. Any notice of prepayment hereunder (an "Optional Prepayment Notice") shall be delivered to the Holder of the Note at its registered addresses and shall state: (1) that the Borrower is exercising its right to prepay the Note, and (2) the date of prepayment which shall be not more than three (3) Trading Days from the date of the Optional Prepayment Notice. On the date fixed for prepayment (the "Optional Prepayment Date"), the Borrower shall make payment of the Optional Prepayment Amount (that being, the sum of the outstanding principal balance and all accrued and unpaid interest) to Holder.

ARTICLE II. [RESERVED]

ARTICLE III. EVENT OF DEFAULT

If any of the following events of default (each, an "Event of Default") shall occur:

3.1 Failure to Pay Principal and Interest. The Borrower fails to pay the principal hereof or interest thereon when due on this Note, whether at maturity or upon acceleration and such breach continues for a period of five (5) days after written notice from the Holder.

3.2 Conversion and the Shares. The Borrower fails to issue shares of Common Stock to the Holder (or announces or threatens in writing that it will not honor its obligation to do so) upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of this Note, fails to transfer or cause its transfer agent to transfer (issue) (electronically or in certificated form) any certificate for shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, the Borrower directs its transfer agent not to transfer or delays, impairs, and/or hinders its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate for shares of Common Stock to be issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, or fails to remove (or directs its transfer agent not to remove or impairs, delays, and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note (or makes any written announcement, statement or threat that it does not intend to honor the obligations described in this paragraph) and any such failure shall continue uncured (or any written announcement, statement or threat not to honor its obligations shall not be rescinded in writing) for three (3) business days after the Holder shall have delivered a Notice of Conversion. It is an obligation of the Borrower to remain current in its obligations to its transfer agent. It shall be an event of default of this Note, if a conversion of this Note is delayed, hindered, or frustrated due

to a balance owed by the Borrower to its transfer agent. If at the option of the Holder, the Holder advances any funds to the Borrower's transfer agent in order to process a conversion, such advanced funds shall be paid by the Borrower to the Holder within forty-eight (48) hours of a demand from the Holder.

3.3 Breach of Covenants. The Borrower breaches any material covenant or other material term, or condition contained in this Note and such breach continues for a period of twenty (20) days after written notice thereof to the Borrower from the Holder.

3.4 Breach of Representations and Warranties. Any representation or warranty of the Borrower made herein, shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of the Holder with respect to this Note.

3.5 Receiver or Trustee. The Borrower or any subsidiary of the Borrower shall make an assignment for the benefit of creditors or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

3.6 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any subsidiary of the Borrower.

3.7 Delisting of Common Stock. Once the Borrower's Common Stock is listed for trading, the Borrower shall fail to maintain the listing of the Common Stock on at least one of the OTC (which specifically includes the quotation platforms maintained by the OTC Markets Group) or an equivalent replacement exchange, the Nasdaq National Market, the Nasdaq SmallCap Market, the New York Stock Exchange, or the American Stock Exchange.

3.8 Liquidation. Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business.

3.9 Cessation of Operations. Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of the Borrower's ability to continue as a "going concern" shall not be an admission that the Borrower cannot pay its debts as they become due.

3.10 Effect of Default. Upon the occurrence and during the continuation of any Event of Default specified in Sections 3.1 through 3.10, above, the Note shall become immediately due and payable and the Borrower shall pay to the Holder, in full satisfaction of its obligations hereunder, an amount equal to the "Default Amount" (the sum of all unpaid principal and accrued and unpaid interest), together with all costs, including, without limitation, legal fees and expenses, of collection, and the Holder shall be entitled to exercise all other rights and remedies available at law or in equity.

If the Borrower fails to pay the Default Amount within five (5) business days of written notice that such amount is due and payable, then the Holder shall have the right at any time, so long as the Borrower remains in default (and so long and to the extent that there are sufficient authorized shares), to require the Borrower, upon written notice, to immediately issue, in lieu of the Default Amount, the number of shares of Common Stock of the Borrower equal to the Default Amount divided by the Conversion Price then in effect.

ARTICLE IV. MISCELLANEOUS

4.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the 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 privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

4.2 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, 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, at the address designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second 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. The addresses for such communications shall be:

If to the Borrower, to:

GivBux, Inc.
2801 W. Coast Hwy., Suite 200,
Newport Beach, California 92663.

If to the Holder:

Step Well Malaysia Sdn. Bhd.
38 Lorong Yap Hin, Off Jalan Pasar
55100 Kuala Lumpur
Malaysia
info@stepwelladvisory.com

4.3 Amendments. This Note and any provision hereof may only be amended by an instrument in writing signed by the Borrower and the Holder. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended, or supplemented.

4.4 Assignability. This Note shall be binding upon the Borrower and its successors and assigns and shall inure to be the benefit of the Holder and its successors and assigns. Each transferee of this Note must be an "accredited investor" (as defined in Rule 501(a) of the Securities and Exchange Commission). Notwithstanding anything in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement; and may be assigned by the Holder without the consent of the Borrower.

4.5 Cost of Collection. If default is made in the payment of this Note, the Borrower shall pay the Holder hereof costs of collection, including reasonable attorneys' fees.

4.6 Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. Any action brought by

either party against the other concerning the transactions contemplated by this Note shall be brought only in the state courts of Nevada, County of Clark. The parties to this Note hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. The Borrower and Holder waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note or any other agreement 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 any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Note, any agreement or any other document delivered in connection with this Note 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 Note 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.

4.7 **Remedies.** The Borrower acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Borrower acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by the Borrower of the provisions of this Note, that the Holder 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 Note and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, Borrower has caused this Note to be signed in its name by its duly authorized officer this on 11th day of July 2023.

GivBux, Inc.

By: _____
Robert Thompson
President

Step Well Malaysia Sdn. Bhd.

By: _____

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS PROMISSORY NOTE 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 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.

Principal Amount: US\$10,000.00

Issue Date: August 22, 2023

CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, GivBux, Inc., a Nevada corporation (hereinafter called the "Borrower"), hereby promises to pay to the order of Arden Wealth & Trust (Switzerland) AG, or registered assigns (the "Holder") the sum of US\$10,000.00 together with any interest as set forth herein, on that date Twelve (12) months following the Issue Date of this Note (the "Maturity Date"), and to pay interest on the unpaid principal balance hereof at the rate of Seven percent (7%)(the "Interest Rate") per annum from the date hereof (the "Issue Date") until the same becomes due and payable, whether at maturity or upon acceleration or by prepayment or otherwise. This Note may not be prepaid in whole or in part except as otherwise explicitly set forth herein. Interest shall be computed on the basis of a 365-day year and the actual number of days elapsed. Interest shall commence accruing on the Issue Date but shall not be payable until the Note becomes payable (whether at Maturity Date or upon acceleration or by prepayment). All payments due hereunder (to the extent not converted into common stock, \$0.001 par value per share (the "Common Stock") in accordance with the terms hereof) shall be made in lawful money of the United States of America. All payments shall be made at such address as the Holder shall hereafter give to the Borrower by written notice made in accordance with the provisions of this Note.

This Note is 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 Borrower and will not impose personal liability upon the holder thereof.

The following terms shall apply to this Note:

ARTICLE I. CONVERSION RIGHTS

1.1 Conversion Right. The Holder shall have the right from time to time, and at any time during the period beginning on the date hereof and continuing until the Maturity Date, to convert all or any part of the outstanding and unpaid principal amount of this Note into fully paid and non-assessable shares of Common Stock, as such Common Stock exists on the Issue Date, 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 (the "Conversion Price") 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 the Notes 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

shares of Common Stock 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 4.99% of the outstanding shares of Common Stock. For purposes of the proviso to 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 "Exchange Act"), and Regulations 13D-G thereunder, except as otherwise provided in clause (1) of such proviso. The beneficial ownership limitations on conversion as set forth in the section may NOT be waived by the Holder. The number of shares of Common Stock 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 in accordance with Section 1.4 below; 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 6:00 p.m., Newport Beach, California time on such conversion date (the "Conversion Date"); however, if the Notice of Conversion is sent after 6:00pm, Newport Beach, California time the Conversion Date shall be the next business day. 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 rates provided in this Note to the Conversion Date.

1.2 Conversion Price. The conversion price (the "Conversion Price") shall equal the Variable Conversion Price (as defined herein) (subject to equitable adjustments by the Borrower relating to the Borrower's securities or the securities of any subsidiary of the Borrower, combinations, recapitalization, reclassifications, extraordinary distributions, and similar events). The "Variable Conversion Price" shall mean 75% multiplied by the Market Price (as defined herein) (representing a discount rate of 25%). "Market Price" means the average Trading Price (as defined below) for the Common Stock during the ten (10) Trading Day period ending on the latest complete Trading Day prior to the Conversion Date. "Trading Price" means, for any security as of any date, the closing bid price on the OTCQB, OTCQX, Pink Sheets electronic quotation system or applicable trading market (the "OTC") as reported by a reliable reporting service ("Reporting Service") designated by the Holder (i.e. Bloomberg) or, if the OTC is not the principal trading market for such security, the closing bid price of such security on the principal securities exchange or trading market where such security is listed or traded or, if no closing bid price of such security is available in any of the foregoing manners, the average of the closing bid prices of any market makers for such security that are listed in the "pink sheets". If the Trading Price cannot be calculated for such security on such date in the manner provided above, the Trading Price shall be the fair market value as reasonably determined by the Borrower. "Trading Day" shall mean any day on which the Common Stock is tradable for any period on the OTC, or on the principal securities exchange or other securities market on which the Common Stock is then being traded.

1.3 Method of Conversion.

(a) Mechanics of Conversion. As set forth in Section 1.1 hereof, from time to time, and at any time during the period beginning on the date hereof and continuing until the Maturity Date, this Note may be converted by the Holder in whole or in part at any time from time to time after the Issue Date, by (A) submitting to the Borrower a Notice of Conversion (by facsimile, e-mail or other reasonable means of communication dispatched on the Conversion Date prior to 6:00 p.m., Newport Beach, California time) and (B) surrendering this Note at the principal office of the Borrower (upon payment in full of any amounts owed hereunder).

(b) Surrender of Note Upon Conversion. Notwithstanding anything to the

contrary set forth herein, upon conversion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Borrower unless the entire unpaid principal amount of this Note is so converted. The Holder and the Borrower shall maintain records showing the principal amount so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Borrower, so as not to require physical surrender of this Note upon each such conversion.

(c) Delivery of Common Stock Upon Conversion. Upon receipt by the Borrower from the Holder of a facsimile transmission or e-mail (or other reasonable means of communication) of a Notice of Conversion meeting the requirements for conversion as provided in this Section 1.3, the Borrower shall issue and deliver or cause to be issued and delivered to or upon the order of the Holder certificates for the Common Stock issuable upon such conversion within three (3) business days after such receipt (and, solely in the case of conversion of the entire unpaid principal amount hereof, surrender of this Note) in accordance with the terms hereof. Upon receipt by the Borrower of a Notice of Conversion, the Holder shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, the outstanding principal amount and the amount of accrued and unpaid interest on this Note shall be reduced to reflect such conversion, and, unless the Borrower defaults on its obligations hereunder, 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. If the Holder shall have given a Notice of Conversion as provided herein, the Borrower's obligation to issue and deliver the certificates for Common Stock shall be absolute and unconditional, irrespective of the absence of any action by the Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action to enforce the same, any failure or delay in the enforcement of any other obligation of the Borrower to the holder of record, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder of any obligation to the Borrower, and irrespective of any other circumstance which might otherwise limit such obligation of the Borrower to the Holder in connection with such conversion.

(d) Delivery of Common Stock by Electronic Transfer. In lieu of delivering physical certificates representing the Common Stock issuable upon conversion, provided the Borrower is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer ("FAST") program, upon request of the Holder and its compliance with the provisions set forth herein, the Borrower shall use its best efforts to cause its transfer agent to electronically transmit the Common Stock issuable upon conversion to the Holder by crediting the account of Holder's Prime Broker with DTC through its Deposit Withdrawal Agent Commission ("DWAC") system.

1.4 Concerning the Shares. The shares of Common Stock 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 Act or (ii) the Borrower or its transfer agent shall have been furnished with an opinion of counsel (which opinion 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 (such as Rule 144 or a successor rule) ("Rule 144"); or (iii) 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 1.4 and who is an Accredited Investor as defined by Rule 144.

Any restrictive legend on certificates representing shares of Common Stock issuable upon conversion of this Note shall be removed and the Borrower shall issue to the Holder a new certificate therefore free of any transfer legend if the Borrower or its transfer agent shall have received an opinion of counsel from

Holder's counsel, in form, substance and scope customary for opinions of counsel in comparable transactions, to the effect that (i) a public sale or transfer of such Common Stock may be made without registration under the Act, which opinion shall be accepted by the Company so that the sale or transfer is effected; or (ii) in the case of the Common Stock issuable upon conversion of this Note, such security is registered for sale by the Holder under an effective registration statement filed under the Act; or otherwise may be sold pursuant to an exemption from registration.

1.5 Effect of Certain Events.

(a) Effect of Merger, Consolidation, Etc. At the option of the Holder, the sale, conveyance or disposition of all or substantially all of the assets of the Borrower, the effectuation by the Borrower of a transaction or series of related transactions in which more than 50% of the voting power of the Borrower is disposed of, or the consolidation, merger or other business combination of the Borrower with or into any other Person (as defined below) or Persons when the Borrower is not the survivor shall be deemed to be an Event of Default (as defined in Article III) pursuant to which the Borrower shall be required to pay to the Holder upon the consummation of and as a condition to such transaction an amount equal to the Default Amount (as defined in Article III). "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

(b) Adjustment Due to Merger, Consolidation, Etc. If, at any time when this Note is issued and outstanding and prior to conversion of all of the Note, there shall be any merger, consolidation, exchange of shares, recapitalization, reorganization, or other similar event, (other than the contemplated reverse merger with transaction) as a result of which shares of Common Stock of the Borrower shall be changed into the same or a different number of shares of another class or classes of stock or securities of the Borrower or another entity, or in case of any sale or conveyance of all or substantially all of the assets of the Borrower other than in connection with a plan of complete liquidation of the Borrower, then the Holder of this Note shall thereafter have the right to receive upon conversion of this Note, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore issuable upon conversion, such stock, securities or assets which the Holder would have been entitled to receive in such transaction had this Note been converted in full immediately prior to such transaction (without regard to any limitations on conversion set forth herein), and in any such case appropriate provisions shall be made with respect to the rights and interests of the Holder of this Note to the end that the provisions hereof (including, without limitation, provisions for adjustment of the Conversion Price and of the number of shares issuable upon conversion of the Note) shall thereafter be applicable, as nearly as may be practicable in relation to any securities or assets thereafter deliverable upon the conversion hereof. The Borrower shall not affect any transaction described in this Section 1.5(b) unless (a) it first gives, to the extent practicable, ten (10) days prior written notice (but in any event at least five (5) days prior written notice) of the record date of the special meeting of shareholders to approve, or if there is no such record date, the consummation of, such merger, consolidation, exchange of shares, recapitalization, reorganization or other similar event or sale of assets (during which time the Holder shall be entitled to convert this Note) and (b) the resulting successor or acquiring entity (if not the Borrower) assumes by written instrument the obligations of this Note. The above provisions shall similarly apply to successive consolidations, mergers, sales, transfers or share exchanges.

(c) Adjustment Due to Distribution. If the Borrower shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to the Borrower's shareholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e.,

a spin-off)) (a "Distribution"), then the Holder of this Note shall be entitled, upon any conversion of this Note after the date of record for determining shareholders entitled to such Distribution, to receive the amount of such assets which would have been payable to the Holder with respect to the shares of Common Stock issuable upon such conversion had such Holder been the holder of such shares of Common Stock on the record date for the determination of shareholders entitled to such Distribution.

1.6 Prepayment. Notwithstanding anything to the contrary contained in this Note, at any time, the Borrower shall have the right, exercisable on not more than three (3) Trading Days prior written notice to the Holder of the Note to prepay the outstanding Note (principal and accrued interest), in full, in accordance with this Section 1.6. Any notice of prepayment hereunder (an "Optional Prepayment Notice") shall be delivered to the Holder of the Note at its registered addresses and shall state: (1) that the Borrower is exercising its right to prepay the Note, and (2) the date of prepayment which shall be not more than three (3) Trading Days from the date of the Optional Prepayment Notice. On the date fixed for prepayment (the "Optional Prepayment Date"), the Borrower shall make payment of the Optional Prepayment Amount (that being, the sum of the outstanding principal balance and all accrued and unpaid interest) to Holder.

ARTICLE II. [RESERVED]

ARTICLE III. EVENT OF DEFAULT

If any of the following events of default (each, an "Event of Default") shall occur:

3.1 Failure to Pay Principal and Interest. The Borrower fails to pay the principal hereof or interest thereon when due on this Note, whether at maturity or upon acceleration and such breach continues for a period of five (5) days after written notice from the Holder.

3.2 Conversion and the Shares. The Borrower fails to issue shares of Common Stock to the Holder (or announces or threatens in writing that it will not honor its obligation to do so) upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of this Note, fails to transfer or cause its transfer agent to transfer (issue) (electronically or in certificated form) any certificate for shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, the Borrower directs its transfer agent not to transfer or delays, impairs, and/or hinders its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate for shares of Common Stock to be issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, or fails to remove (or directs its transfer agent not to remove or impairs, delays, and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note (or makes any written announcement, statement or threat that it does not intend to honor the obligations described in this paragraph) and any such failure shall continue uncured (or any written announcement, statement or threat not to honor its obligations shall not be rescinded in writing) for three (3) business days after the Holder shall have delivered a Notice of Conversion. It is an obligation of the Borrower to remain current in its obligations to its transfer agent. It shall be an event of default of this Note, if a conversion of this Note is delayed, hindered, or frustrated due

to a balance owed by the Borrower to its transfer agent. If at the option of the Holder, the Holder advances any funds to the Borrower's transfer agent in order to process a conversion, such advanced funds shall be paid by the Borrower to the Holder within forty-eight (48) hours of a demand from the Holder.

3.3 Breach of Covenants. The Borrower breaches any material covenant or other material term, or condition contained in this Note and such breach continues for a period of twenty (20) days after written notice thereof to the Borrower from the Holder.

3.4 Breach of Representations and Warranties. Any representation or warranty of the Borrower made herein, shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of the Holder with respect to this Note.

3.5 Receiver or Trustee. The Borrower or any subsidiary of the Borrower shall make an assignment for the benefit of creditors or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

3.6 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any subsidiary of the Borrower.

3.7 Delisting of Common Stock. Once the Borrower's Common Stock is listed for trading, the Borrower shall fail to maintain the listing of the Common Stock on at least one of the OTC (which specifically includes the quotation platforms maintained by the OTC Markets Group) or an equivalent replacement exchange, the Nasdaq National Market, the Nasdaq SmallCap Market, the New York Stock Exchange, or the American Stock Exchange.

3.8 Liquidation. Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business.

3.9 Cessation of Operations. Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of the Borrower's ability to continue as a "going concern" shall not be an admission that the Borrower cannot pay its debts as they become due.

3.10 Effect of Default. Upon the occurrence and during the continuation of any Event of Default specified in Sections 3.1 through 3.10, above, the Note shall become immediately due and payable and the Borrower shall pay to the Holder, in full satisfaction of its obligations hereunder, an amount equal to the "Default Amount" (the sum of all unpaid principal and accrued and unpaid interest), together with all costs, including, without limitation, legal fees and expenses, of collection, and the Holder shall be entitled to exercise all other rights and remedies available at law or in equity.

If the Borrower fails to pay the Default Amount within five (5) business days of written notice that such amount is due and payable, then the Holder shall have the right at any time, so long as the Borrower remains in default (and so long and to the extent that there are sufficient authorized shares), to require the Borrower, upon written notice, to immediately issue, in lieu of the Default Amount, the number of shares of Common Stock of the Borrower equal to the Default Amount divided by the Conversion Price then in effect.

ARTICLE IV. MISCELLANEOUS

4.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the 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 privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

4.2 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, 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, at the address designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second 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. The addresses for such communications shall be:

If to the Borrower, to:

GivBux, Inc.
2801 W. Coast Hwy., Suite 200,
Newport Beach, California 92663.

If to the Holder:

Arden Wealth & Trust (Switzerland) AG
Am Sonnenrain 5, CH-6344 Meierskappel
Lucerne, Switzerland
www.ardenwealth.com
info@ardenwealth.com

4.3 Amendments. This Note and any provision hereof may only be amended by an instrument in writing signed by the Borrower and the Holder. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended, or supplemented.

4.4 Assignability. This Note shall be binding upon the Borrower and its successors and assigns and shall inure to be the benefit of the Holder and its successors and assigns. Each transferee of this Note must be an "accredited investor" (as defined in Rule 501(a) of the Securities and Exchange Commission). Notwithstanding anything in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement; and may be assigned by the Holder without the consent of the Borrower.

4.5 Cost of Collection. If default is made in the payment of this Note, the Borrower shall pay the Holder hereof costs of collection, including reasonable attorneys' fees.

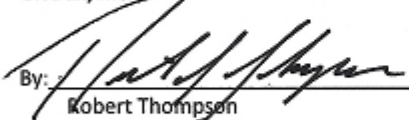
4.6 Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. Any action brought by

either party against the other concerning the transactions contemplated by this Note shall be brought only in the state courts of Nevada, County of Clark. The parties to this Note hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. The Borrower and Holder waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note or any other agreement 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 any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Note, any agreement or any other document delivered in connection with this Note 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 Note 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.

4.7 Remedies. The Borrower acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Borrower acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by the Borrower of the provisions of this Note, that the Holder 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 Note and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, Borrower has caused this Note to be signed in its name by its duly authorized officer this on 22nd day of August, 2023.

GivBux, Inc.

By: 
Robert Thompson
President

Arden Wealth & Trust (Switzerland) AG

By: _____

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS PROMISSORY NOTE 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 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.

Principal Amount: US\$7,000.00

Issue Date: November 1st, 2023

CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, GivBux, Inc., a Nevada corporation (hereinafter called the "Borrower"), hereby promises to pay to the order of Step Well Malaysia Sdn. Bhd. (Malaysia), or registered assigns (the "Holder") the sum of US\$7,000.00 together with any interest as set forth herein, on that date Twelve (12) months following the Issue Date of this Note (the "Maturity Date"), and to pay interest on the unpaid principal balance hereof at the rate of Seven percent (7%)(the "Interest Rate") per annum from the date hereof (the "Issue Date") until the same becomes due and payable, whether at maturity or upon acceleration or by prepayment or otherwise. This Note may not be prepaid in whole or in part except as otherwise explicitly set forth herein. Interest shall be computed on the basis of a 365-day year and the actual number of days elapsed. Interest shall commence accruing on the Issue Date but shall not be payable until the Note becomes payable (whether at Maturity Date or upon acceleration or by prepayment). All payments due hereunder (to the extent not converted into common stock, \$0.001 par value per share (the "Common Stock") in accordance with the terms hereof) shall be made in lawful money of the United States of America. All payments shall be made at such address as the Holder shall hereafter give to the Borrower by written notice made in accordance with the provisions of this Note.

This Note is 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 Borrower and will not impose personal liability upon the holder thereof.

The following terms shall apply to this Note:

ARTICLE I. CONVERSION RIGHTS

1.1 Conversion Right. The Holder shall have the right from time to time, and at any time during the period beginning on the date hereof and continuing until the Maturity Date, to convert all or any part of the outstanding and unpaid principal amount of this Note into fully paid and non-assessable shares of Common Stock, as such Common Stock exists on the Issue Date, 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 (the "Conversion Price") 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 the Notes 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

shares of Common Stock 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 4.99% of the outstanding shares of Common Stock. For purposes of the proviso to 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 "Exchange Act"), and Regulations 13D-G thereunder, except as otherwise provided in clause (1) of such proviso. The beneficial ownership limitations on conversion as set forth in the section may NOT be waived by the Holder. The number of shares of Common Stock 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 in accordance with Section 1.4 below; 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 6:00 p.m., Newport Beach, California time on such conversion date (the "Conversion Date"); however, if the Notice of Conversion is sent after 6:00pm, Newport Beach, California time the Conversion Date shall be the next business day. 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 rates provided in this Note to the Conversion Date.

1.2 Conversion Price. The conversion price (the "Conversion Price") shall equal the Variable Conversion Price (as defined herein) (subject to equitable adjustments by the Borrower relating to the Borrower's securities or the securities of any subsidiary of the Borrower, combinations, recapitalization, reclassifications, extraordinary distributions, and similar events). The "Variable Conversion Price" shall mean 75% multiplied by the Market Price (as defined herein) (representing a discount rate of 25%). "Market Price" means the average Trading Price (as defined below) for the Common Stock during the ten (10) Trading Day period ending on the latest complete Trading Day prior to the Conversion Date. "Trading Price" means, for any security as of any date, the closing bid price on the OTCQB, OTCQX, Pink Sheets electronic quotation system or applicable trading market (the "OTC") as reported by a reliable reporting service ("Reporting Service") designated by the Holder (i.e. Bloomberg) or, if the OTC is not the principal trading market for such security, the closing bid price of such security on the principal securities exchange or trading market where such security is listed or traded or, if no closing bid price of such security is available in any of the foregoing manners, the average of the closing bid prices of any market makers for such security that are listed in the "pink sheets". If the Trading Price cannot be calculated for such security on such date in the manner provided above, the Trading Price shall be the fair market value as reasonably determined by the Borrower. "Trading Day" shall mean any day on which the Common Stock is tradable for any period on the OTC, or on the principal securities exchange or other securities market on which the Common Stock is then being traded.

1.3 Method of Conversion.

(a) Mechanics of Conversion. As set forth in Section 1.1 hereof, from time to time, and at any time during the period beginning on the date hereof and continuing until the Maturity Date, this Note may be converted by the Holder in whole or in part at any time from time to time after the Issue Date, by (A) submitting to the Borrower a Notice of Conversion (by facsimile, e-mail or other reasonable means of communication dispatched on the Conversion Date prior to 6:00 p.m., Newport Beach, California time) and (B) surrendering this Note at the principal office of the Borrower (upon payment in full of any amounts owed hereunder).

(b) Surrender of Note Upon Conversion. Notwithstanding anything to the

contrary set forth herein, upon conversion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Borrower unless the entire unpaid principal amount of this Note is so converted. The Holder and the Borrower shall maintain records showing the principal amount so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Borrower, so as not to require physical surrender of this Note upon each such conversion.

(c) Delivery of Common Stock Upon Conversion. Upon receipt by the Borrower from the Holder of a facsimile transmission or e-mail (or other reasonable means of communication) of a Notice of Conversion meeting the requirements for conversion as provided in this Section 1.3, the Borrower shall issue and deliver or cause to be issued and delivered to or upon the order of the Holder certificates for the Common Stock issuable upon such conversion within three (3) business days after such receipt (and, solely in the case of conversion of the entire unpaid principal amount hereof, surrender of this Note) in accordance with the terms hereof. Upon receipt by the Borrower of a Notice of Conversion, the Holder shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, the outstanding principal amount and the amount of accrued and unpaid interest on this Note shall be reduced to reflect such conversion, and, unless the Borrower defaults on its obligations hereunder, 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. If the Holder shall have given a Notice of Conversion as provided herein, the Borrower's obligation to issue and deliver the certificates for Common Stock shall be absolute and unconditional, irrespective of the absence of any action by the Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action to enforce the same, any failure or delay in the enforcement of any other obligation of the Borrower to the holder of record, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder of any obligation to the Borrower, and irrespective of any other circumstance which might otherwise limit such obligation of the Borrower to the Holder in connection with such conversion.

(d) Delivery of Common Stock by Electronic Transfer. In lieu of delivering physical certificates representing the Common Stock issuable upon conversion, provided the Borrower is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer ("FAST") program, upon request of the Holder and its compliance with the provisions set forth herein, the Borrower shall use its best efforts to cause its transfer agent to electronically transmit the Common Stock issuable upon conversion to the Holder by crediting the account of Holder's Prime Broker with DTC through its Deposit Withdrawal Agent Commission ("DWAC") system.

1.4 Concerning the Shares. The shares of Common Stock 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 Act or (ii) the Borrower or its transfer agent shall have been furnished with an opinion of counsel (which opinion 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 (such as Rule 144 or a successor rule) ("Rule 144"); or (iii) 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 1.4 and who is an Accredited Investor as defined by Rule 144.

Any restrictive legend on certificates representing shares of Common Stock issuable upon conversion of this Note shall be removed and the Borrower shall issue to the Holder a new certificate therefore free of any transfer legend if the Borrower or its transfer agent shall have received an opinion of counsel from

Holder's counsel, in form, substance and scope customary for opinions of counsel in comparable transactions, to the effect that (i) a public sale or transfer of such Common Stock may be made without registration under the Act, which opinion shall be accepted by the Company so that the sale or transfer is effected; or (ii) in the case of the Common Stock issuable upon conversion of this Note, such security is registered for sale by the Holder under an effective registration statement filed under the Act; or otherwise may be sold pursuant to an exemption from registration.

1.5 Effect of Certain Events.

(a) Effect of Merger, Consolidation, Etc. At the option of the Holder, the sale, conveyance or disposition of all or substantially all of the assets of the Borrower, the effectuation by the Borrower of a transaction or series of related transactions in which more than 50% of the voting power of the Borrower is disposed of, or the consolidation, merger or other business combination of the Borrower with or into any other Person (as defined below) or Persons when the Borrower is not the survivor shall be deemed to be an Event of Default (as defined in Article III) pursuant to which the Borrower shall be required to pay to the Holder upon the consummation of and as a condition to such transaction an amount equal to the Default Amount (as defined in Article III). "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

(b) Adjustment Due to Merger, Consolidation, Etc. If, at any time when this Note is issued and outstanding and prior to conversion of all of the Note, there shall be any merger, consolidation, exchange of shares, recapitalization, reorganization, or other similar event, (other than the contemplated reverse merger with transaction) as a result of which shares of Common Stock of the Borrower shall be changed into the same or a different number of shares of another class or classes of stock or securities of the Borrower or another entity, or in case of any sale or conveyance of all or substantially all of the assets of the Borrower other than in connection with a plan of complete liquidation of the Borrower, then the Holder of this Note shall thereafter have the right to receive upon conversion of this Note, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore issuable upon conversion, such stock, securities or assets which the Holder would have been entitled to receive in such transaction had this Note been converted in full immediately prior to such transaction (without regard to any limitations on conversion set forth herein), and in any such case appropriate provisions shall be made with respect to the rights and interests of the Holder of this Note to the end that the provisions hereof (including, without limitation, provisions for adjustment of the Conversion Price and of the number of shares issuable upon conversion of the Note) shall thereafter be applicable, as nearly as may be practicable in relation to any securities or assets thereafter deliverable upon the conversion hereof. The Borrower shall not affect any transaction described in this Section 1.5(b) unless (a) it first gives, to the extent practicable, ten (10) days prior written notice (but in any event at least five (5) days prior written notice) of the record date of the special meeting of shareholders to approve, or if there is no such record date, the consummation of, such merger, consolidation, exchange of shares, recapitalization, reorganization or other similar event or sale of assets (during which time the Holder shall be entitled to convert this Note) and (b) the resulting successor or acquiring entity (if not the Borrower) assumes by written instrument the obligations of this Note. The above provisions shall similarly apply to successive consolidations, mergers, sales, transfers or share exchanges.

(c) Adjustment Due to Distribution. If the Borrower shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to the Borrower's shareholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e.,

a spin-off)) (a "Distribution"), then the Holder of this Note shall be entitled, upon any conversion of this Note after the date of record for determining shareholders entitled to such Distribution, to receive the amount of such assets which would have been payable to the Holder with respect to the shares of Common Stock issuable upon such conversion had such Holder been the holder of such shares of Common Stock on the record date for the determination of shareholders entitled to such Distribution.

1.6 Prepayment. Notwithstanding anything to the contrary contained in this Note, at any time, the Borrower shall have the right, exercisable on not more than three (3) Trading Days prior written notice to the Holder of the Note to prepay the outstanding Note (principal and accrued interest), in full, in accordance with this Section 1.6. Any notice of prepayment hereunder (an "Optional Prepayment Notice") shall be delivered to the Holder of the Note at its registered addresses and shall state: (1) that the Borrower is exercising its right to prepay the Note, and (2) the date of prepayment which shall be not more than three (3) Trading Days from the date of the Optional Prepayment Notice. On the date fixed for prepayment (the "Optional Prepayment Date"), the Borrower shall make payment of the Optional Prepayment Amount (that being, the sum of the outstanding principal balance and all accrued and unpaid interest) to Holder.

ARTICLE II. [RESERVED]

ARTICLE III. EVENT OF DEFAULT

If any of the following events of default (each, an "Event of Default") shall occur:

3.1 Failure to Pay Principal and Interest. The Borrower fails to pay the principal hereof or interest thereon when due on this Note, whether at maturity or upon acceleration and such breach continues for a period of five (5) days after written notice from the Holder.

3.2 Conversion and the Shares. The Borrower fails to issue shares of Common Stock to the Holder (or announces or threatens in writing that it will not honor its obligation to do so) upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of this Note, fails to transfer or cause its transfer agent to transfer (issue) (electronically or in certificated form) any certificate for shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, the Borrower directs its transfer agent not to transfer or delays, impairs, and/or hinders its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate for shares of Common Stock to be issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, or fails to remove (or directs its transfer agent not to remove or impairs, delays, and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note (or makes any written announcement, statement or threat that it does not intend to honor the obligations described in this paragraph) and any such failure shall continue uncured (or any written announcement, statement or threat not to honor its obligations shall not be rescinded in writing) for three (3) business days after the Holder shall have delivered a Notice of Conversion. It is an obligation of the Borrower to remain current in its obligations to its transfer agent. It shall be an event of default of this Note, if a conversion of this Note is delayed, hindered, or frustrated due

to a balance owed by the Borrower to its transfer agent. If at the option of the Holder, the Holder advances any funds to the Borrower's transfer agent in order to process a conversion, such advanced funds shall be paid by the Borrower to the Holder within forty-eight (48) hours of a demand from the Holder.

3.3 Breach of Covenants. The Borrower breaches any material covenant or other material term, or condition contained in this Note and such breach continues for a period of twenty (20) days after written notice thereof to the Borrower from the Holder.

3.4 Breach of Representations and Warranties. Any representation or warranty of the Borrower made herein, shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of the Holder with respect to this Note.

3.5 Receiver or Trustee. The Borrower or any subsidiary of the Borrower shall make an assignment for the benefit of creditors or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

3.6 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any subsidiary of the Borrower.

3.7 Delisting of Common Stock. Once the Borrower's Common Stock is listed for trading, the Borrower shall fail to maintain the listing of the Common Stock on at least one of the OTC (which specifically includes the quotation platforms maintained by the OTC Markets Group) or an equivalent replacement exchange, the Nasdaq National Market, the Nasdaq SmallCap Market, the New York Stock Exchange, or the American Stock Exchange.

3.8 Liquidation. Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business.

3.9 Cessation of Operations. Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of the Borrower's ability to continue as a "going concern" shall not be an admission that the Borrower cannot pay its debts as they become due.

3.10 Effect of Default. Upon the occurrence and during the continuation of any Event of Default specified in Sections 3.1 through 3.10, above, the Note shall become immediately due and payable and the Borrower shall pay to the Holder, in full satisfaction of its obligations hereunder, an amount equal to the "Default Amount" (the sum of all unpaid principal and accrued and unpaid interest), together with all costs, including, without limitation, legal fees and expenses, of collection, and the Holder shall be entitled to exercise all other rights and remedies available at law or in equity.

If the Borrower fails to pay the Default Amount within five (5) business days of written notice that such amount is due and payable, then the Holder shall have the right at any time, so long as the Borrower remains in default (and so long and to the extent that there are sufficient authorized shares), to require the Borrower, upon written notice, to immediately issue, in lieu of the Default Amount, the number of shares of Common Stock of the Borrower equal to the Default Amount divided by the Conversion Price then in effect.

ARTICLE IV. MISCELLANEOUS

4.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the 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 privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

4.2 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, 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, at the address designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second 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. The addresses for such communications shall be:

If to the Borrower, to:

GivBux, Inc.
2801 W. Coast Hwy., Suite 200,
Newport Beach, California 92663.

If to the Holder:

Step Well Malaysia Sdn. Bhd.
38 Lorong Yap Hin, Off Jalan Pasar
55100 Kuala Lumpur
Malaysia
info@stepwelladvisory.com

4.3 Amendments. This Note and any provision hereof may only be amended by an instrument in writing signed by the Borrower and the Holder. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended, or supplemented.

4.4 Assignability. This Note shall be binding upon the Borrower and its successors and assigns and shall inure to be the benefit of the Holder and its successors and assigns. Each transferee of this Note must be an "accredited investor" (as defined in Rule 501(a) of the Securities and Exchange Commission). Notwithstanding anything in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement; and may be assigned by the Holder without the consent of the Borrower.

4.5 Cost of Collection. If default is made in the payment of this Note, the Borrower shall pay the Holder hereof costs of collection, including reasonable attorneys' fees.

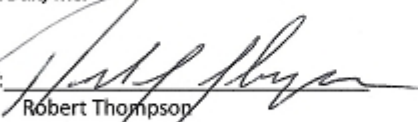
4.6 Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. Any action brought by

either party against the other concerning the transactions contemplated by this Note shall be brought only in the state courts of Nevada, County of Clark. The parties to this Note hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. The Borrower and Holder waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note or any other agreement 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 any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Note, any agreement or any other document delivered in connection with this Note 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 Note 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.

4.7 Remedies. The Borrower acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Borrower acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by the Borrower of the provisions of this Note, that the Holder 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 Note and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, Borrower has caused this Note to be signed in its name by its duly authorized officer this on 1st day of November, 2023.

GivBux, Inc.

By: 
Robert Thompson
President

Step Well Malaysia Sdn. Bhd.

By: 

NEITHER THESE SECURITIES NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THIS NOTE DOES NOT REQUIRE PHYSICAL SURRENDER OF THE NOTE IN THE EVENT OF A PARTIAL REDEMPTION OR CONVERSION. AS A RESULT, FOLLOWING ANY REDEMPTION OR CONVERSION OF ANY PORTION OF THIS NOTE, THE OUTSTANDING PRINCIPAL SUM REPRESENTED BY THIS NOTE MAY BE LESS THAN THE PRINCIPAL SUM AND ACCRUED INTEREST SET FORTH BELOW.

10% CONVERTIBLE PROMISSORY NOTE

OF

GIVBUX INC.

Issuance Date: April 4, 2024
Total Face Value of Note: \$100,000.00
Initial Consideration: \$26,000.00
Initial Original Issue Discount: \$2,600.00 (10%)
Initial Principal Amount: \$28,600.00
Maturity Date: October 3, 2024

THIS CONVERTIBLE PROMISSORY NOTE is issued by GIVBUX INC., a corporation duly organized and existing under the laws of the State of Nevada, designated as the Company's 10% Convertible Promissory Note in the principal amount of \$100,000.00. This Note will become effective upon its execution by authorized agents of the Company and the Holder and delivery of the Initial Consideration by the Holder to the Company.

Section 1. Definitions. The following terms shall have the meanings ascribed to them below:

- a. **"1933 Act"** shall mean the Securities Act of 1933, as amended.
- b. **"1934 Act"** shall mean the Exchange Act of 1934, as amended.
- c. **"Additional Consideration"** shall mean additional consideration paid by the Holder to the Company in such amounts and at such date or dates as the Holder may choose at its sole discretion.
- d. **"Additional Consideration dates"** shall mean such date or dates the Holder provides Additional Consideration to the Company.

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- e. ***“Business Day”*** shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the City of California are authorized or required by law or executive order to remain closed.
 - f. ***“Common Stock”*** shall mean shares of the Company’s common stock **\$0.001** per share par value.
 - g. ***“Company”*** shall mean **GIVBUX INC.**, a corporation duly organized and existing under the laws of the State of Nevada.
 - h. ***“Conversion Date”*** shall mean the date upon which the Holder submits a Conversion Notice to the Company.
 - i. ***“Conversion Notice”*** shall mean a notice in the form annexed hereto as Exhibit A properly completed and executed by an authorized agent of the Holder.
 - j. ***“Conversion Price”*** shall be equal to 55% of the average closing price of the Company’s common stock during the 20 consecutive Trading Days prior to the date on which Holder elects to convert all or part of the Note. If the Company is placed on “chilled” status with the DTC, the Conversion Price shall be decreased by 10%, (*i.e.*, from 55% to 45%), until such chill is remedied. If the Company is not DWAC eligible through their Transfer Agent and DTC’s Fast Automated Securities Transfer (FAST) system, the Conversion Price shall be decreased by 5% (*i.e.*, from 55% to 50%). In the case of both occurrences, the Conversion Price adjustment shall be a cumulative (*i.e.*, from 55% to 40%). Any default of this Note not remedied within the applicable cure period will result in a permanent additional 10% decrease to the Conversion Price (*i.e.*, from 55% to 50%), in addition to any other discount, as provided above.
 - k. ***Default Rate*** shall mean the lesser of (a) 20% per annum and (b) the highest rate permitted by law.
 - l. ***“DTC”*** shall mean the Depository Trust Corporation.
 - m. ***“DWAC”*** shall mean Deposits and Withdrawal at Custodian.
 - n. ***“Effective Date”*** shall mean **April 4, 2024**.
 - o. ***“Event of Default”*** shall have the meaning ascribed to it in Section 6(a) below.
 - p. ***“Face Value”*** shall mean **\$100,000.00**.
 - q. ***“Holder”*** shall mean **Nicosel, LLC**, its registered assigns or successors-in-interest.
 - r. ***“Initial Consideration”*** shall mean **\$26,000.00**.
 - s. ***“Insolvency Event”*** shall mean if the Company institutes proceedings to be adjudicated as bankrupt or insolvent, consents to the institution of bankruptcy or insolvency proceedings against it, an involuntary bankruptcy petition is filed against the Company which is not dismissed within 30 days, files a petition or answer or

consent seeking reorganization or relief under any applicable law in respect of bankruptcy or insolvency, consents to the filing of any petition of that kind or to the appointment of a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of it or any substantial part of its property or makes an assignment for the benefit of creditors, or if information becomes publicly available indicating that unsecured claims against the Company are not expected to be paid.

- t. ***“Interest”*** shall mean interest on the Principal Amount plus all other interest, fees, liquidated damages and/or items due to Holder under this Note at a rate of 10% per annum, compounded monthly.
- u. ***“Mandatory Default Amount”*** shall mean 150% of the outstanding Principal Amount of this Note.
- v. ***“Maturity Date”*** shall mean **October 3, 2024**.
- w. ***“Note”*** shall mean this 10% Convertible Promissory Note.
- x. ***“OID”*** shall mean an original issue discount of 10% of the Principal Amount, to be withheld by the Holder.
- y. ***“Principal Amount”*** shall mean the amount of this Note outstanding at any given time.
- z. ***“Principal Market”*** shall refer to the primary exchange on which the Company’s common stock is traded or quoted.
- aa. ***“Required Reserve”*** shall have the meaning ascribed to it in Section 5 (e) below.
- bb. ***“Rule 144”*** shall mean Rule 144 of the Securities Act of 1933, as amended.
- cc. ***“Transfer Agent”*** shall mean the Company’s then current transfer agent.
- dd. ***“Trading Day”*** shall mean a day on which there is trading or quoting for any security on the Principal Market.
- ee. ***“SEC”*** shall mean the United States Securities and Exchange Commission.
- ff. ***“Securities”*** shall mean this Note and the Common Shares into which it may be converted from time to time.
- gg. ***“Underlying Shares”*** means the shares of common stock into which the Note is convertible (including interest, fees, liquidated damages and/or principal payments in common stock as set forth herein) in accordance with the terms hereof.
- hh. ***“Use of Proceeds”*** means the use of the Proceeds set forth on Schedule 1 annexed hereto.

Section 2. Payment Obligation.

FOR VALUE RECEIVED, the Company hereby promises to pay to the order of the Holder, the Principal Amount, Interest and all other interest, fees, liquidated damages and/or items due to Holder under this Note on the Maturity Date.

Section 3. Consideration.

- a. Upon the execution of this Note, the Holder shall remit to the company the Initial Consideration and shall retain the OID for due diligence, legal fees and other fees and expenses incurred relating to this transaction.
- b. The Company may only utilize the Initial Consideration in the manner set forth as the Use of Proceeds on Schedule 1, annexed hereto and shall promptly provide evidence thereof to Holder of such use in sufficient detail as reasonably requested by Holder.
- c. The Holder may pay additional consideration to the Company in such amounts and at such dates as Holder may choose in its sole discretion. The Principal Amount shall be calculated based on the total Consideration paid by Holder plus OID and Interest, both which are prorated based on the Consideration paid, and all other interest or fees set forth in this Note. The Company shall not be required to repay any portion of the Note's Face Value that has not been funded.

Section 4. Prepayment

- a. This Note may be prepaid by the Company, in whole or in part, according to the following schedule:

Days Since Effective Date	Prepayment Amount
Under 90	100% of Principal Amount
91-180	150% of Principal Amount

- b. After 180 days from the Effective Date this Note may not be prepaid without written consent from Holder, which consent may be withheld, delayed or denied in Holder's sole and absolute discretion. 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 day which is a Business Day.

Section 5. Conversion.

- a. Conversion Right. Subject to the terms hereof and restrictions and limitations contained herein, the Holder shall have the right, at the Holder's sole option, at any time and from time to time to convert in whole or in part the outstanding and unpaid Principal Amount under this Note into shares of Common Stock as per the Conversion Price, but not to exceed the conversion limitation set forth in Section 5(f) below.

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- b. Stock Certificates or DWAC. Upon the Holder submitting a Conversion Notice to the Company, the Company shall deliver to the Holder or Holder's authorized designee, no later than 2 Trading Days after the Conversion Date, a certificate or certificates (which certificate(s) shall be free of restrictive legends and trading restrictions if the shares of Common Stock underlying the portion of the Note being converted are eligible under a resale exemption pursuant to Rule 144(b)(1)(ii) and Rule 144(d)(1)(ii) of the 1933 Act) representing the number of shares of Common Stock being acquired upon the conversion of this Note. In lieu of delivering physical certificates representing the shares of Common Stock issuable upon conversion of this Note, provided the Company's transfer agent is participating in DTC's FAST program, the Company shall instead use commercially reasonable efforts to cause its transfer agent to electronically transmit such shares issuable upon conversion to the Holder (or its designee), by crediting the account of the Holder's (or such designee's) broker with DTC through its DWAC program (provided that the same time periods herein as for stock certificates shall apply).
- c. Charges and Expenses. Issuance of Common Stock to Holder, or any of its assignees, upon the conversion of this Note shall be made without charge by the Company to the Holder for any issuance fee, postage/mailing charge or any other expense with respect to the issuance of such Common Stock. Holder shall pay all Transfer Agent fees incurred from the issuance of the Common Stock to Holder, as well as any and all other fees and charges required by the Transfer Agent as a condition to effectuate such issuance.
- d. Delivery Timeline. Provided the Holder submits Conversion Notice to the Company, if the Company fails to deliver to the Holder such certificate or certificates (or shares through the DWAC program) pursuant to this Section (free of any restrictions on transfer or legends, if eligible) prior to 3 Trading Days after the Conversion Date, the Company shall pay to the Holder as liquidated damages an amount equal to \$2,000 per day, until such certificate or certificates are delivered. The Company acknowledges that it would be extremely difficult or impracticable to determine the Holder's actual damages and costs resulting from a failure to deliver the Common Stock and the inclusion herein of any such additional amounts are the agreed upon liquidated damages representing a reasonable estimate of those damages and costs. Such liquidated damages will be automatically added to the Principal Amount of the Note and tack back to the Effective Date for purposes of Rule 144.
- e. Reservation of Underlying Securities. The Company covenants that it will at all times reserve and keep available for Holder, out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of this Note, free from preemptive rights or any other actual contingent purchase rights of persons other than the Holder, five times the number of shares of Common Stock as shall be issuable (taking into account the adjustments under this Section 5, but without regard to any ownership limitations contained herein) upon the conversion of this Note (consisting of the Principal Amount) to Common Stock (the "**Required Reserve**"). The Company covenants that all shares of Common Stock that shall be issuable will, upon issue, be duly authorized, validly issued, fully-paid, non-assessable and freely-tradable (if eligible). If the amount of shares on reserve

in Holder's name at the Company's transfer agent for this Note shall drop below the Required Reserve, the Company will, within 2 Trading Days of notification from Holder, instruct the transfer agent to increase the number of shares so that the Required Reserve is met. In the event that the Company does not instruct the transfer agent to increase the number of shares so that the Required Reserve is met, the Holder will be allowed, if applicable, to provide this instruction as per the terms of the Irrevocable Transfer Agent Instructions attached to this Note.

- f. Conversion Limitation. In the event the Holder submits a Conversion Notice to the Company that would, upon issuance of the requested shares, result in the Holder beneficially owning more than 9.99% of the then total outstanding shares of the Company, such Conversion Notice shall automatically be amended to reduce the number of requested shares such that the issuance of amount of shares that would not result in the Holder beneficially owning more than 9.99% of the then total outstanding shares of the Company.
- g. Conversion Delays. If the Company fails to deliver shares in accordance with the timeframe stated in Section 5(d) above, in addition to all other remedies available to the Holder, at any time prior to selling all of those shares, may rescind any portion of the particular conversion attributable to the unsold shares. The rescinded conversion amount will be returned to the Principal Sum with the rescinded conversion shares returned to the Company, under the expectation that any returned conversion amounts will tack back to the Effective Date.
- h. Shorting and Hedging. Holder may not engage in any "shorting" or "hedging" transaction(s) in the Common Stock prior to conversion.
- i. Conversion Right Unconditional. Upon the Holder providing the Company with a Conversion Notice, the Company's obligations to deliver Common Stock as set forth in the Conversion Notice shall be absolute and unconditional, irrespective of any claim of setoff, counterclaim, recoupment, or alleged breach the Company may hold against the Holder.

Section 6. Defaults and Remedies.

- a. Events of Default. Each of the following shall, separately constitute an event of default (an "Event of Default"):
 - i. a default in payment of any amount due hereunder which default continues for more than 5 Trading Days after the due date;
 - ii. a default in the timely issuance of underlying shares upon and in accordance with terms of Section 5 above, which default continues for 2 Trading Days after the Company has failed to issue shares or deliver stock certificates within the 3rd Trading Day following the Conversion Date;
 - iii. failure by the Company for 3 Trading Days after notice has been received by the Company to comply with any material provision of this Note;

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- iv. failure of the Company to remain compliant with DTC, thus incurring a “chilled” status with DTC;
 - v. any default of any mortgage, indenture or instrument which may be issued, or by which there may be secured or evidenced any indebtedness, for money borrowed by the Company or for money borrowed the repayment of which is guaranteed by the Company, whether such indebtedness or guarantee now exists or shall be created hereafter;
 - vi. if the Company is subject to any Insolvency Event;
 - vii. any failure of the Company to satisfy its “filing” obligations under the 1934 Act and the rules and guidelines issued by the Company’s Principal Market;
 - viii. failure of the Company to remain in good standing with its state of domicile;
 - ix. any failure of the Company to provide the Holder with information related to its corporate structure including, but not limited to, the number of authorized and outstanding shares, public float, etc. within 1 Trading Day of request by Holder;
 - x. failure by the Company to maintain the Required Reserve;
 - xi. failure of Company’s Common Stock to maintain a closing bid price in its Principal Market for more than 3 consecutive Trading Days;
 - xii. any delisting from a Principal Market for any reason;
 - xiii. failure by Company to pay any of its Transfer Agent fees in excess of \$2,000 or to maintain a Transfer Agent of record;
 - xiv. failure by Company to notify Holder of a change in Transfer Agent within 24 hours of such change;
 - xv. failure by the Company to provide the Holder with piggyback registration rights as set forth in Section 8.d below;
 - xvi. any trading suspension imposed by the SEC under Sections 12(j) or 12(k) of the 1934 Act;
 - xvii. failure by the Company to meet all requirements necessary to satisfy the availability of Rule 144 to the Holder or its assigns, including but not limited to the timely fulfillment of the current disclosure of the SEC and its Primary Market;
 - xviii. failure of the Company to abide by the Use of Proceeds or failure of the Company to inform the Holder of a change in the Use of Proceeds; or

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- xix. failure of the Company to abide by the terms of the right of first refusal as set forth in Section 8(e) below.
- b. Remedies.
- i. Upon the 5th Trading Day following the occurrence of any Event of Default, the outstanding Principal Amount of this Note owing in respect thereof through the date of acceleration, shall become, at the Holder's election, immediately due and payable in cash at the Mandatory Default Amount and tack back to the Effective Date for purposes of Rule 144.
 - ii. Upon the 5th Trading Day following the occurrence of any Event of Default that results in the eventual acceleration of this Note, the Principal Amount of this Note then due (including the Mandatory Default Amount) shall accrue interest at the Default Interest Rate.
 - iii. Upon the 5th Trading Day following the occurrence of any Event of Default that results in the eventual acceleration of this Note, an additional permanent 10% decrease to the Conversion Price set forth in Section 1.g above shall go into effect.
- c. In connection with all remedies described herein, the Holder need not provide, and the Issuer hereby waives, any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of the Note until such time, if any, as the Holder receives full payment of all amounts due under this Note. No such rescission or annulment shall affect any subsequent event of default or impair any right consequent thereon. Nothing herein shall limit the Holder's right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Issuer's failure to timely deliver certificates representing shares of Common Stock upon conversion of the Note as required pursuant to the terms hereof.

Section 7. **Representations and Warranties of Holder.** Holder hereby represents and warrants to the Company that:

- a. Holder is an "accredited investor," as such term is defined in Regulation D of the 1933 Act and will acquire the Securities for its own account and not with a view to a sale or distribution thereof as that term is used in Section 2(a)(11) of the 1933 Act, in a manner which would require registration under the 1933 Act or any state securities laws. Holder has such knowledge and experience in financial and business matters that such Holder is capable of evaluating the merits and risks of the Securities. Holder can bear the economic risk of the Securities, has knowledge and experience in financial business matters and is capable of bearing and managing the risk of investment in the Securities. Holder recognizes that the Securities have not been registered under the 1933 Act, nor under the securities laws of any state and, therefore, cannot be resold unless the resale of the Securities

is registered under the 1933 Act or unless an exemption from registration is available. Holder has carefully considered and has, to the extent Holder believes such discussion necessary, discussed with its professional, legal, tax and financial advisors, the suitability of an investment in the Securities for its particular tax and financial situation and its advisers, if such advisors were deemed necessary, and has determined that the Securities are a suitable investment for it. Holder has not been offered the Securities by any form of general solicitation or advertising, including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine, or other similar media or television or radio broadcast or any seminar or meeting where, to Holders' knowledge, those individuals that have attended have been invited by any such or similar means of general solicitation or advertising. Holder has had an opportunity to ask questions of and receive satisfactory answers from the Company, or any person or persons acting on behalf of the Company, concerning the terms and conditions of the Securities and the Company, and all such questions have been answered to the full satisfaction of Holder. The Company has not supplied Holder any information regarding the Securities or an investment in the Securities other than as contained in this Agreement, and Holder is relying on its own investigation and evaluation of the Company and the Securities and not on any other information.

- b. The Holder is duly organized, validly existing and in good standing under the laws of the state of its formation or incorporation and has all requisite corporate power and authority to carry on its business as now conducted. The Holder is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.
- c. All corporate action has been taken on the part of the Holder, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Note. The Holder has taken all corporate action required to make all of the obligations of the Holder reflected in the provisions of this Note, valid and enforceable obligations.
- d. The Holder acknowledges that each certificate or instrument representing Securities will be endorsed with the following legend (or a substantially similar legend), unless or until registered under the 1933 Act or exempt from registration:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT COVERING SUCH SECURITIES, THE TRANSFER IS MADE IN COMPLIANCE WITH RULE 144 PROMULGATED UNDER SUCH ACT OR THE COMPANY RECEIVES AN OPINION OF COUNSEL FOR THE HOLDER OF THESE SECURITIES WHICH IS REASONABLY SATISFACTORY TO THE COMPANY, STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SUCH ACT.

Section 8. General.

- a. Payment of Expenses. The Company agrees to pay all reasonable charges and expenses, including attorneys' fees and expenses, which may be incurred by the Holder in successfully enforcing this Note and/or collecting any amount due under this Note.
- b. Assignment, Etc. The Holder may assign or transfer this Note and any Common Shares into which it may be converted from time to time, to any transferee at its sole discretion. This Note shall be binding upon the Company and its successors and shall inure to the benefit of the Holder and its successors and permitted assigns.
- c. Amendments. This Note may not be modified or amended, or any of the provisions of this Note waived, except by written agreement of the Company and the Holder.
- d. Piggyback Registration Rights. The Company shall include on the next registration statement that the Company files with the SEC (or on the subsequent registration statement if such registration statement is withdrawn) all shares issuable upon conversion of this Note.
- e. Terms of Future Financings. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any convertible debt security (whether such debt begins with a convertible feature or such feature is added at a later date) with any term more favorable to the holder of such security or with a term in favor of the holder of such security that was not similarly provided to the Holder in this Note, then the Company shall notify the Holder of such additional or more favorable term and such term, at the Holder's option, shall become a part of this Note and its supporting documentation. The types of terms contained in the other security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, conversion look back periods, interest rates, original issue discount percentages and warrant coverage.
- f. Governing Law; Jurisdiction.
 - i. Governing Law. This Note will be governed by, and construed and interpreted in accordance with, the laws of the state of Florida without regard to any conflicts of laws or provisions thereof that would otherwise require the application of the law of any other jurisdiction.
 - ii. Jurisdiction and Venue. Any dispute, claim, suit, action or other legal proceeding arising out of or relating to this Note or the rights and obligations of each of the parties shall be brought only in the state and federal courts located in Palm Beach County, Florida.
- g. No Jury Trial. The Company hereto knowingly and voluntarily waives any and all rights it may have to a trial by jury with respect to any litigation based on, or arising out of, under, or in connection with, this Note.

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- h. Delivery of Process by the Holder to the Company. In the event of an action or proceeding by the Holder against the Company, and only by the Holder against the Company, service of copies of summons and/or complaint and/or any other process that may be served in any such action or proceeding may be made by the Holder via U.S. Mail, overnight delivery service such as FedEx or UPS, email, fax, or process server, or by mailing or otherwise delivering a copy of such process to the Company at its last known attorney as set forth in its most recent SEC filing.
- i. Notices. Any notice required or permitted hereunder (including Conversion Notices) must be in writing and either personally served, sent by facsimile or email transmission, or sent by overnight courier. Notices will be deemed effectively delivered at the time of transmission if by facsimile or email, and if by overnight courier the business day after such notice is deposited with the courier service for delivery.
- j. No Bad Actor. No officer or director of the Company would be disqualified under Rule 506(d) of the Securities Act of 1933, as amended, on the basis of being a “bad actor” as that term is established in the September 13, 2013 Small Entity Compliance Guide published by the SEC.
- k. Usury. If it shall be found that any interest or other amount deemed interest due hereunder violates any applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. The Company covenants (to the extent that it may lawfully do so) that it will not seek to claim or take advantage of any law that would prohibit or forgive the Company from paying all or a portion of the principal, fees, liquidated damages or interest on
- l. Right of First Refusal. From and after the date of this Note and at all times hereafter while the Note is outstanding, the Parties agree that, in the event that the Company receives any written or oral proposal (the “**Proposal**”) containing one or more offers to provide additional capital or equity or debt financing (the “**Financing Amount**”), the Company agrees that it shall provide a copy of all documents received relating to the Proposal together with a complete and accurate description of the Proposal to the Holder and all amendments, revisions, and supplements thereto (the “**Proposal Documents**”) no later than 3 business days from the receipt of the Proposal Documents. Following receipt of the Proposal Documents from the Company, the Holder shall have the right (the “**Right of First Refusal**”), but not the obligation, for a period of 5 business days thereafter (the “**Exercise Period**”), to invest, at similar or better terms to the Company, an amount equal to or greater than the Financing Amount, upon written notice to the Company that the Holder is exercising the Right of First Refusal provided hereby. In furtherance of the Right of First Refusal, the Company agrees that it will cooperate and assist the Holder in conducting a due diligence investigation of the Company and its corporate and financial affairs and promptly provide the Holder with information and documents that the Holder may reasonably request so as to allow the Holder to make an informed investment decision. However, the Company and the Holder agree that the Holder shall have no more than 5 business days from and after the expiration of the Exercise Period to exercise its Right of First Refusal

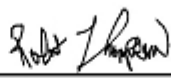
hereunder. This Right of First Refusal shall extend to all purchases of debt held by, or assigned to or from, current stockholders, vendors, or creditors, all transactions under Sections 3(a)9 and/or 3(a)10 or the Securities Act of 1933, as amended, and all equity line-of-credit transactions.

[Signature Page to Follow.]

[Signature Page to \$100,000 10% Convertible Note]

IN WITNESS WHEREOF, the Company has caused this 10% Convertible Promissory Note to be duly executed on the day and in the year first above written.

GIVBUX INC.

By: _____

Name: Robert Thompson

Title: Director

Email: bob@givbux.com

Address: 2801 W Coast Hwy Suite 200
Newport Beach, CA 92663

This 10% Convertible Promissory Note of **April 4, 2024**, is accepted as of the date first written above by
Nicosel, LLC

By: _____
Salvatore Lauria
Manager

EXHIBIT A

FORM OF CONVERSION NOTICE

To be executed by the Holder in order to convert all or part of that certain 10% Convertible
Promissory Note identified as the Note¹

DATE: _____
FROM: Nicosel, LLC [or current Holder] (the “**Holder**”)

Re: 10% Convertible Promissory Note (this “**Note**”) originally issued by GIVBUX INC.
to Nicosel, LLC on **April 4, 2024**

The undersigned on behalf of the Holder, hereby elects to convert \$_____ of the aggregate outstanding Principal Amount indicated below of this Note into shares of Common Stock as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the Holder for any conversion, except for such transfer taxes, if any. The undersigned represents as of the date hereof that, after giving effect to the conversion of this Note pursuant to this Conversion Notice, the Holder will not beneficially own more than 9.99% of the total outstanding shares of the Company.

Date to Effect Conversion: _____
Aggregate Principal Amount of Note Being Converted: _____
Aggregate Interest/Fees Being Converted: _____
Remaining Principal Balance: _____
Number of Shares of Common Stock to be Issued: _____
Applicable Conversion Price: _____

[Holder Company Name]

By: _____
Name: _____
Title: _____

¹ All capitalized terms not herein defined shall have the meaning ascribed to them in the Note.

EXHIBIT B

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
GIVBUX INC.**

The undersigned, being directors of GIVBUX INC., a Nevada corporation (the “**Company**”), acting pursuant to the Bylaws of the Corporation, do hereby consent to, approve and adopt the following preamble and resolutions:

Convertible Note with Nicosel, LLC

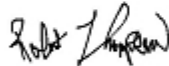
The board of directors of the Company has reviewed and authorized the following documents relating to the issuance of the 10% Convertible Promissory Note to **Nicosel, LLC**

The documents agreed to and dated **April 4, 2024** are as follows:

10% Convertible Promissory Note of the Company
Notarized Certificate of Corporate Secretary
Company Capitalization Table
Schedule 1 – Use of Proceeds

The board of directors further agree to authorize and approve the issuance of shares to the Holder at Conversion prices that are below the Company’s then current par value.

IN WITNESS WHEREOF, the undersign member(s) of the board of the Company executed this unanimous written consent as of **April 4, 2024**.



By: Bob Thompson
Its: Director

EXHIBIT C

**NOTARIZED CERTIFICATE OF CORPORATE SECRETARY OF
GIVBUX INC.**

(Two Pages)

The undersigned, Robert Thompson am the duly appointed Corporate Secretary of GIVBUX INC., a Nevada corporation (the “**Company**”).

I hereby warrant and represent that I have undertaken a complete and thorough review of the Company’s corporate and financial books and records, including, but not limited to, the Company’s records relating to the following:

- (A) The issuance of that certain 10% Convertible Promissory Note dated **April 4, 2024** (the “**Note Issuance Date**”) issued to **Nicosel, LLC** (with any assignees or successors in interest, the “**Holder**”) in the stated original principal amount of **\$100,000.00** (the “**Note**”);
- (B) The Company’s Board of Directors duly approved the issuance of the Note to the Holder;
- (C) The Company has not received and does not contemplate receiving any new consideration from any persons in connection with any later conversion of the Note and the issuance of the Company’s Common Stock upon any said conversion;
- (D) (E) Mark the appropriate selection:

☒ The Company represents that it is not a “shell company,” as that term is defined in Section 12b-2 of the Securities Exchange Act of 1934, as amended, and has never been a shell company, as so defined; or

☐ The Company represents that (i) it was a “shell company,” as that term is defined in Section 12b-2 of the Securities Exchange Act of 1934, as amended, (ii) since _____, 20____, it has no longer been a shell company, as so defined, and (iii) on _____, it provided Form 10-type information in a filing with the Securities and Exchange Commission.

- (F) I understand the constraints imposed under Rule 144 on those persons who are or may be deemed to be “affiliates,” as that term is defined in Rule 144(a)(1) of the Securities Act of 1933, as amended.
- (G) I understand that all of the representations set forth in this Certificate will be relied upon by counsel to the Holder in connection with the preparation of a legal opinion.

I hereby affix my signature to this Notarized Certificate and hereby confirm the accuracy of the statements made herein.

Signed: _____ **Date:** _____

Name: _____, Corporate Secretary

**SUBSCRIBED AND SWORN TO BEFORE ME ON THIS _____ DAY OF
_____ 2024.**

Notary Public

EXHIBIT D

COMPANY CAPITALIZATION TABLE AS OF March 31, 2023

**COMMON STOCK AND COMMON STOCK EQUIVALENTS
ISSUED, OUTSTANDING AND RESERVED**

DESCRIPTION	AMOUNT
Authorized Common Stock	
Authorized Capital Stock	
Authorized Common Stock	
Issued Common Stock	
Outstanding Common Stock	
Treasury Stock	
* Authorized, but unissued	
Authorized Preferred Stock	
Issued Preferred Stock	
Reserved for Equity Incentive Plans	
Reserved for Convertible Debt	
Reserved for Options and Warrants	
Reserved for Other Purposes	
TOTAL COMMON STOCK AND COMMON STOCK EQUIVALENTS OUTSTANDING	

* This number includes all shares reserved for Convertible Debt

Note: If not applicable, enter "n/a" or "zero" in Column 2.

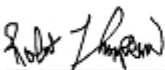
SCHEDULE 1

USE OF PROCEEDS

Pursuant to that certain 10% Convertible Promissory Note, the Company covenants that it has and will, within 10 days of the Effective Date of the Note, used the proceeds of the Note in the manner set forth below:

1. \$14,000 Audit retainer
2. \$7,000 accounting work/ accountant retainer
3. \$5,000 misc. SG&A

GIVBUX INC.

By: 
Robert Thompson
Title: Secretary

Dated: **April 4, 2024**

Subsequent Note Fundings:

5/8/2024: \$12,700 : Legal, Administration, Development, Outsourcing

1-800flowers.com
Abercrombie & Fitch
ACME®
Adidas
Aeropostale
Airbnb
Alamo Drafthouse Cinema
Albertsons®
Amazon
AMC®
Applebee's® GRILL + BAR
AQUARIUM® AN UNDERWATER DINING ADVENTURE®
Arby's
ASOS
ATHLETA®
ATLANTIC GRILL
Atom
Auntie Anne's
Autozone
Babin's® SEAFOOD HOUSE
Bahama Breeze® ISLAND GRILLE
Baker's
BANANA REPUBLIC
BARNES&NOBLE
Baskin Robbins
Bass Pro Shops®
Bath & Body Works
BED BATH & BEYOND®
belk®
BENIHANA
Bestbuy
Big Lots
Bill's BAR & BURGER
BJ's® RESTAURANT BREWHOUSE
Blaze Pizza
BLOOM & BEE
BLUE FIN SEAFOOD SUSHI
BOARDWALK FANTASEA YACHT CHARTERS
BOARDWALK INN ®
BONEFISH GRILL®
BOSCOV'S
BOUCHÉE PATISSERIE
BOW TIE CINEMAS
Bravo

Brenner's® Steakhouse
brick house TAVERN + TAP
Brio Italian Grille
Brooklyn Pizza Company
BUBBA GUMP SHRIMP CO®
Buca® di BEPPO Italian Restaurant
BUFFALO WILD WINGS

BURGER KING®
Cabela's World's Foremost Outfitter®
CADILLAC BAR®
California Pizza Kitchen
california PIZZA KITCHEN
Carnival Cruise Lines
Carrabba's
CARRABBA'S ITALIAN GRILL®
CARRS®
Carter's OshKosh
Carvel
Champs Sports
Charley's crab®
CHART HOUSE®
Cheddar's SCRATCH KITCHEN®
Chevron/Texaco
Chili's®
CHIPOTLE
CineMark
CINNABON
City Market
CLAIM JUMPER®
COLD STONE C R E A M E R Y®
Columbia
Cracker Barrel®
CRAFT F&B
Crate&Barrel
CVS Pharmacy®
D E L T A
DEL FRISCO'S GRILLE
DICKEY'S BARBECUE
Dillions Food Stores
Disneyland® Resort
DOLLAR SHAVE CLUB
Domino's®
DOS CAMINOS
DOWNTOWN AQUARIUM®

Eddie V's® PRIME SEAFOOD
El Pollo Loco
EXPRESS
FAMOUS footwear™
FANDANGO®
FiSH TaLeS™
Fisherman's Wharf™ seafood grill
FIVE GUYS®
Fleming's®
FOOD 4 LESS®
Foods Co.
Foot Locker®
FOREVER 21
Fred Meyer
Fry's Food Stores
GameStop®
GANDY DANCER®
GANDY DANCER® SALOON

GAP
Gerbes Super Markets
GHIRARDELLI®
Global Experiences Card
Global Hotel Card
GOLDEN NUGGET®
GRAND CONCOURSE®
Grimaldi's Pizzeria
grotto™
GROUPON
GRUBHUB®
H&M
Hotels.com™
Hulu
IHOP®
IMVU® (25)
Jake's Famous Crawfish
Jake's Grill
Jamba Juice
Jay C Food Stores
JCPENNY
Jersey Mike's
Jewel Osco®
JO-ANN™
JOE'S CRAB SHACK®
KEMAH® BOARDWALK

Kids Foot Locker®
KING Soopers
Krispy Kreme D O U G H N U T S®
Kroger®
la griglia®
Lady Foot Locker®
LANDRY'S® SEAFOOD HOUSE
LANDS' END
LIGHTHOUSE BUFFET on KEMAH® BOARDWALK
LILLIE'S NOODLES ASIAN CUISINE SUSHI
Logan's® ROADHOUSE
LONGHORN® STEAKHOUSE
LORD + TAYLOR
LOWE'S®
lululemon
M & S SEAFOOD STEAKS OYSTERS
macy's
MAGGIANO'S LITTLE ITALY®
MAGGIE BLUFFS
Mai Tai BAR
MARIANO'S
MASTRO'S RESTAURANTS
McALISTER'S DELI
Meriwether's®
Metro Market
MGrille
Michaels® MAKE CREATIVITY HAPPEN
Miguel's Restaurants
MITCHELL'S FISH MARKET FKA Columbus Fish Market®

MITCHELL'S FISH MARKET®
MITCHELL'S® STEAKHOUSE
Moe's
MORTON'S™ THE STEAKHOUSE
Nike
NORDSTROM
NORDSTROM rack
OCharley's®
OfficeMax
OLD NAVY
Olive Garden® Italian Kitchen
OMAHA STEAKS®
OneStopPlus
ONTHEBORDER® Mexican Grill & Cantina
OUTBACK STEAKHOUSE®

Panda Express
Panera BREAD®
PAPA JOHN'S
Paul Martin's American Grill
PAVILIONS®
Payless Super Markets
Peohe's®
petco®
PETSMART®
PFCHANG'S®
Pick 'n Save
PLEASURE PIER
Princess Cruise Lines
prueba
Puma
Quality Food Center
QUIZNOS®
Rainforest Cafe® A WILD PLACE TO SHOP AND EAT®
Ralphs®
Randalls®
Red Lobster
Red Robin® GOURMET BURGERS AND BREWS
RED™ SUSHI
REGAL®
REI
RIVER CRAB
Roblox
rubios®
Ruby Tuesday
Ruler F O O D S
Rusty Pelican
Ruth's Chris
SAFEWAY™
SALTGRASS® STEAK HOUSE
Schlotzsky's
Seasons 52® FRESH GRILLE WINE BAR
SEPHORA
SIMMS STEAKHOUSE
Skates ON THE BAY
Smash Burger

Smith's
Southwest Airlines
Spotify
Staples™

star market®
Steak 'n Shake
STRIP HOUSE
StubHub
SUBWAY
T-REX®
Taco Bell
Test Branch #1
Texaco
Texas Roadhouse
TGI FRIDAYS
THE BOATHOUSE® RESTAURANT
THE CAPITAL® G R I L L E
The Cheesecake Factory®
The Children's Place
The Coffee Bean and Tea Leaf
The Container Store®
The Flying Dutchman® Restaurant & Oyster Bar
The Home Depot
THE OCEANAIRE® Seafood Room
THE PIZZA OVEN® on KEMAH® BOARDWALK
THE POST OAK HOTEL AT UPTOWN HOUSTON
THE SAN LUIS Resort SPA & CONFERENCE CENTER
The Villas AT THE SAN LUIS Resort
THE WESTIN® HOTELS & RESORTS
Tom Thumb®
Topgolf
Total Wine
Total Wine & More
TOWER OF THE AMERICAS®
TREVI
TROY Liquor Bar
Uber
Uber Eats
ULTA® BEAUTY
Under Armour
UNO® CHICAGO GRILL
Vic & Anthony's® STEAKHOUSE
Victoria's Secret
Virgin Experience Gifts
VONS®
VUDU
wayfair®
WILLIE G's® SEAFOOD & STEAKS
XBOX (12 Month)
XBOX (3 Month)
XBOX (6 Month)
YAK & YETI® RESTAURANT
Yankee Candle
Yard House®

Cover**9 Months Ended
Sep. 30, 2024****[Cover \[Abstract\]](#)****[Document Type](#)**

10-12G/A

[Amendment Flag](#)

true

[Amendment Description](#)

You should rely only on the information contained in this General Form for Registration of Securities on Form 10 (this "Registration Statement") or to which we have referred you. We have not authorized anyone to provide you with information that is different. You should assume that the information contained in this Registration Statement is accurate as of the date of this Registration Statement only. On the date of effectiveness of this Registration Statement we will become subject to the requirements of Regulation 13(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and will be required to file Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K, and will be required to comply with all other obligations of the Exchange Act applicable to issuers filing registration statements pursuant to Section 12(g) of the Exchange Act. The Company does not maintain any website. As used in this Registration Statement, unless the context otherwise requires the terms "we," "us," "our," and the "Company" refer to GIVBUX, Inc., a Nevada corporation, and its subsidiaries. Please see "Risk Factors" beginning on page 11 of this Registration Statement for additional information

[Entity Registrant Name](#)

GIVBUX, INC.

[Entity Central Index Key](#)

0001169138

[Entity Tax Identification Number](#)

84-1609495

[Entity Incorporation, State or Country Code](#)

NV

[Entity Address, Address Line One](#)

2751 W Coast Hwy

[Entity Address, Address Line Two](#)

Suite 200

[Entity Address, City or Town](#)

Newport Beach

[Entity Address, State or Province](#)

CA

[Entity Address, Postal Zip Code](#)

92663

[City Area Code](#)

+1 844

[Local Phone Number](#)

448-2899

[Entity Filer Category](#)

Non-accelerated Filer

[Entity Small Business](#)

true

[Entity Emerging Growth Company](#)

true

[Elected Not To Use the Extended Transition Period](#)

false

Consolidated Balance Sheets - USD (\$)	Sep. 30, 2024	Dec. 31, 2023	Dec. 31, 2022
<u>Current assets</u>			
<u>Cash</u>	\$ 64,655	\$ 41,870	\$ 41,951
<u>Prepaid expenses</u>		22,770	2,334
<u>Other receivable</u>	10,180	10,000	10,000
<u>Total current assets</u>	74,835	74,640	54,285
<u>Operating lease right of use asset</u>		60,357	415,285
<u>Total Assets</u>	74,835	134,997	469,570
<u>Current Liabilities</u>			
<u>Accounts payable</u>	174,296	174,475	48,149
<u>Accrued liabilities</u>	954,113	714,986	335,377
<u>Loans payable, net discount of \$0 and 23,904</u>	525,150	398,246	28,000
<u>Convertible notes, net discount of \$130,506 and \$18,070</u>	323,473	145,830	135,900
<u>Derivative liabilities</u>	276,286	32,241	
<u>Operating lease liabilities - current</u>		62,323	364,738
<u>Total Current Liabilities</u>	3,237,072	2,557,636	1,903,674
<u>Operating lease liabilities - noncurrent</u>			62,323
<u>Total Liabilities</u>	3,237,072	2,557,636	1,965,997
<u>Stockholders' Deficit</u>			
<u>Preferred stock: 10,000,000 authorized; \$0.001 par value 0 shares issued and outstanding</u>			
<u>Common stock: 100,000,000 authorized; \$0.001 par value 94,579,434 shares and 88,579,434 shares issued and outstanding, respectively</u>	94,580	88,580	88,513
<u>Additional paid in capital</u>	3,689,447	1,415,447	1,294,764
<u>Subscription received - shares to be issued</u>	60,000	60,000	
<u>Accumulated deficit</u>	(7,006,264)	(3,986,666)	(2,879,704)
<u>Total Stockholders' Deficit</u>	(3,162,237)	(2,422,639)	(1,496,427)
<u>Total Liabilities and Stockholders' Deficit</u>	74,835	134,997	469,570
<u>Related Party [Member]</u>			
<u>Current Liabilities</u>			
<u>Due to related party</u>	3,275	3,275	3,275
<u>Notes payable - related parties</u>	\$ 980,479	\$ 1,026,260	\$ 988,235

Consolidated Balance Sheets
(Parenthetical) - USD (\$)

Sep. 30, 2024 Dec. 31, 2023 Dec. 31, 2022

Statement of Financial Position [Abstract]

<u>Loans payable, net discount</u>		\$ 23,904	
<u>Convertible notes, net discount</u>	\$ 130,506	\$ 18,070	
<u>Preferred stock, shares authorized</u>	10,000,000	10,000,000	10,000,000
<u>Preferred stock, par value</u>	\$ 0.001	\$ 0.001	\$ 0.001
<u>Preferred stock, shares issued</u>	0	0	0
<u>Preferred stock, shares outstanding</u>	0	0	0
<u>Common stock, shares authorized</u>	100,000,000	100,000,000	100,000,000
<u>Common stock, par value</u>	\$ 0.001	\$ 0.001	\$ 0.001
<u>Common stock, shares issued</u>	94,579,434	88,579,434	88,512,767
<u>Common stock, shares outstanding</u>	94,579,434	88,579,434	88,512,767

Consolidated Statement of Operations - USD (\$)	3 Months Ended		9 Months Ended		12 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Dec. 31, 2022
<u>Income Statement [Abstract]</u>						
<u>Revenue</u>	\$ 257,920	\$ 65,470	\$ 330,319	\$ 130,961	\$ 196,326	\$ 162,857
<u>Cost of revenue</u>	142,202		142,202			
<u>Gross profit</u>	115,718	65,470	188,117	130,961		
<u>Operating expenses</u>						
<u>General and administrative</u>	240,233	113,509	603,363	442,945	640,009	869,380
<u>Sales and marketing</u>		30,000	60,300	90,000	120,000	
<u>Stock based-compensation -management</u>				37,500	37,500	240,000
<u>Professional fees</u>	10,287	212,167	2,331,590	410,642	435,717	278,154
<u>Total operating expenses</u>	250,520	355,676	2,995,253	981,087	1,233,226	1,387,534
<u>Loss from operations</u>	(134,802)	(290,206)	(2,807,136)	(850,126)	(1,036,900)	(1,224,677)
<u>Other income (expense)</u>						
<u>Interest expense</u>	(137,804)	(20,754)	(235,983)	(45,373)	(65,821)	(30,820)
<u>Change in fair value of derivative liabilities</u>	48,200	(8,497)	23,521	(8,497)	(4,241)	
<u>Total other expense</u>	(89,604)	(29,251)	(212,462)	(53,870)	(70,062)	(30,820)
<u>Loss before income taxes</u>	(224,406)	(319,457)	(3,019,598)	(903,996)	(1,106,962)	(1,255,497)
<u>Provision for income taxes</u>						
<u>Net loss</u>	\$ (224,406)	\$ (319,457)	\$ (3,019,598)	\$ (903,996)	\$ (1,106,962)	\$ (1,255,497)
<u>Basic loss per Common Share</u>	\$ (0.00)	\$ (0.00)	\$ (0.03)	\$ (0.01)	\$ (0.01)	\$ (0.01)
<u>Diluted loss per Common Share</u>	\$ (0.00)	\$ (0.00)	\$ (0.03)	\$ (0.01)	\$ (0.01)	\$ (0.01)
<u>Basic - Weighted average number of common shares outstanding</u>	94,579,434	88,558,601	92,542,938	88,538,286	88,548,658	87,766,041
<u>Diluted - Weighted average number of common shares outstanding</u>	94,579,434	88,558,601	92,542,938	88,538,286	88,548,658	87,766,041

Consolidated Statement of Change in Stockholders' Deficit - USD (\$)	Preferred Stock [Member] Series A Preferred Stock [Member]	Common Stock [Member]	Additional Paid-in Capital [Member]	Common Stock To Be Issued [Member]	Retained Earnings [Member]	Total	Deferred Stock Compensation [Member]
Balance at Dec. 31, 2021		\$ 87,761	\$ 257,588		\$ (1,624,207)	\$ (1,278,858)	
Balance, shares at Dec. 31, 2021		87,761,100					
Common stock issued for cash		\$ 267	399,733			\$ 400,000	
Common stock issued for cash, shares		266,667				266,667	
Common stock issued for compensation -management		\$ 160	239,840			\$ 240,000	
Common stock issued for compensation -management, shares		160,000					
Common stock issued for compensation -services		\$ 146	218,638			\$ 218,784	
Common stock issued for compensation -services, shares		145,856				145,856	
Common stock issued for settlement of debts		\$ 179	178,965			\$ 179,144	
Common stock issued for settlement of debts, shares		179,144				179,144	
Net loss					(1,255,497)	\$ (1,255,497)	
Balance at Dec. 31, 2022		\$ 88,513	1,294,764		(2,879,704)	(1,496,427)	
Balance, shares at Dec. 31, 2022		88,512,767					
Common stock issued for compensation -management		\$ 25	37,475			37,500	
Common stock issued for compensation -management, shares		25,000					
Net loss					(331,303)	(331,303)	
Balance at Mar. 31, 2023		\$ 88,538	1,332,239		(3,211,007)	(1,790,230)	
Balance, shares at Mar. 31, 2023		88,537,767					
Balance at Dec. 31, 2022		\$ 88,513	1,294,764		(2,879,704)	(1,496,427)	
Balance, shares at Dec. 31, 2022		88,512,767					
Net loss						(903,996)	
Balance at Sep. 30, 2023		\$ 88,580	1,415,447	60,000	(3,783,700)	(2,234,235)	(14,562)

Balance, shares at Sep. 30, 2023	88,579,434				
Balance at Dec. 31, 2022	\$ 88,513	1,294,764		(2,879,704)	(1,496,427)
Balance, shares at Dec. 31, 2022	88,512,767				
Common stock issued for cash	\$ 17	24,983			\$ 25,000
Common stock issued for cash, shares	16,667				16,667
Common stock issued for compensation -management	\$ 25	37,475			\$ 37,500
Common stock issued for compensation -management, shares	25,000				
Common stock issued for compensation -services	\$ 25	58,225			\$ 58,250
Common stock issued for compensation -services, shares	25,000				25,000
Net loss				(1,106,962)	\$ (1,106,962)
Subscription received- shares to be issued			60,000		60,000
Subscription received- shares to be issued, shares					
Balance at Dec. 31, 2023	\$ 88,580	1,415,447	60,000	(3,986,666)	(2,422,639)
Balance, shares at Dec. 31, 2023	88,579,434				
Balance at Mar. 31, 2023	\$ 88,538	1,332,239		(3,211,007)	(1,790,230)
Balance, shares at Mar. 31, 2023	88,537,767				
Net loss				(253,236)	(253,236)
Subscription received- shares to be issued			60,000		60,000
Balance at Jun. 30, 2023	\$ 88,538	1,332,239	60,000	(3,464,243)	(1,983,466)
Balance, shares at Jun. 30, 2023	88,537,767				
Common stock issued for cash	\$ 17	24,983			25,000
Common stock issued for cash, shares	16,667				
Common stock issued for compensation -services	\$ 25	58,225			43,688 (14,562)
Common stock issued for compensation -services, shares	25,000				
Net loss				(319,457)	(319,457)
Balance at Sep. 30, 2023	\$ 88,580	1,415,447	60,000	(3,783,700)	(2,234,235)(14,562)
Balance, shares at Sep. 30, 2023	88,579,434				
Balance at Dec. 31, 2023	\$ 88,580	1,415,447	60,000	(3,986,666)	(2,422,639)

<u>Balance, shares at Dec. 31, 2023</u>	88,579,434				
<u>Net loss</u>				(130,397)	(130,397)
<u>Balance at Mar. 31, 2024</u>	\$ 88,580	1,415,447	60,000	(4,117,063)	(2,553,036)
<u>Balance, shares at Mar. 31, 2024</u>	88,579,434				
<u>Balance at Dec. 31, 2023</u>	\$ 88,580	1,415,447	60,000	(3,986,666)	(2,422,639)
<u>Balance, shares at Dec. 31, 2023</u>	88,579,434				
<u>Net loss</u>					(3,019,598)
<u>Balance at Sep. 30, 2024</u>	\$ 94,580	3,689,447	60,000	(7,006,264)	(3,162,237)
<u>Balance, shares at Sep. 30, 2024</u>	94,579,434				
<u>Balance at Mar. 31, 2024</u>	\$ 88,580	1,415,447	60,000	(4,117,063)	(2,553,036)
<u>Balance, shares at Mar. 31, 2024</u>	88,579,434				
<u>Common stock issued for compensation -services</u>	\$ 6,000	2,274,000			2,280,000
<u>Common stock issued for compensation -services, shares</u>	6,000,000				
<u>Net loss</u>				(2,664,795)	(2,664,795)
<u>Balance at Jun. 30, 2024</u>	\$ 94,580	3,689,447	60,000	(6,781,858)	(2,937,831)
<u>Balance, shares at Jun. 30, 2024</u>	94,579,434				
<u>Net loss</u>				(224,406)	(224,406)
<u>Balance at Sep. 30, 2024</u>	\$ 94,580	\$ 3,689,447	\$ 60,000	\$ (7,006,264)	\$ (3,162,237)
<u>Balance, shares at Sep. 30, 2024</u>	94,579,434				

**Consolidated Statement of
Cash Flows - USD (\$)**

9 Months Ended Sep. 30, 2024	9 Months Ended Sep. 30, 2023	12 Months Ended Dec. 31, 2023	12 Months Ended Dec. 31, 2022
------------------------------------	------------------------------------	-------------------------------------	-------------------------------------

CASH FLOWS FROM OPERATING ACTIVITIES:

<u>Net loss</u>	\$ (3,019,598)	\$ (903,996)	\$ (1,106,962)	\$ (1,255,497)
<u>Adjustments to reconcile net loss to net cash used in operating activities:</u>				
<u>Stock-based compensation-management</u>		37,500	37,500	240,000
<u>Stock-based compensation -services</u>	2,280,000	43,688	58,250	218,784
<u>Non-cash leases expenses</u>	60,357	265,042		
<u>Amortization of debt discount</u>	189,713	3,500	11,026	
<u>Change in fair value of derivative liabilities</u>	(23,521)	8,497	4,241	
<u>Changes in operating assets and liabilities:</u>				
<u>Prepaid expenses</u>	22,770	(23,969)	(20,436)	
<u>Other receivable</u>	(180)			
<u>Other current assets</u>				(1,763)
<u>Accounts payable and accrued liabilities</u>	212,753	360,973	479,888	209,552
<u>Accrued interest</u>	46,521	41,624	54,796	30,820
<u>Operating lease liabilities</u>	(62,323)	(271,902)		
<u>Change of right-of-use assets and lease liabilities</u>			(9,810)	2,056
<u>Net Cash used in Operating Activities</u>	(293,508)	(439,043)	(491,507)	(556,048)

CASH FLOWS FROM FINANCING ACTIVITIES:

<u>Bank overdraft</u>				28
<u>Proceeds from issuance of common stock</u>		25,000	25,000	400,000
<u>Proceeds from loans payable</u>	103,000	283,150	369,150	40,500
<u>Proceeds from convertible notes</u>	279,400	21,000	28,000	101,241
<u>Repayment of loans payable</u>				(12,500)
<u>Proceed from stock subscription</u>		60,000	60,000	
<u>Proceeds from related parties</u>	31,940	148,988	157,828	171,776
<u>Repayment to related parties</u>	(98,047)	(109,950)	(148,552)	(121,196)
<u>Net Cash provided by Financing Activities</u>	316,293	428,188	491,426	579,849
<u>Net change in cash</u>	22,785	(10,855)	(81)	23,801
<u>Cash, beginning of period</u>	41,870	41,951	41,951	18,150
<u>Cash, end of period</u>	64,655	31,096	41,870	41,951
<u>Supplemental cash flow information</u>				
<u>Cash paid for interest</u>		166	166	
<u>Cash paid for taxes</u>				
<u>Non-cash Investing and Financing transactions:</u>				
<u>Common stock issued for settlement of debt</u>				179,144
<u>Common stock issued for compensation -management</u>		37,500	37,500	240,000
<u>Common stock issued for compensation- services</u>	2,280,000	58,250	\$ 58,225	\$ 218,784
<u>Derivative liabilities recognized as debt discount</u>	\$ 267,566	\$ 21,000		

**COMPANY OVERVIEW
AND GOING CONCERN**

**9 Months Ended
Sep. 30, 2024**

**12 Months Ended
Dec. 31, 2023**

[Organization, Consolidation
and Presentation of
Financial Statements
\[Abstract\]](#)

[COMPANY OVERVIEW
AND GOING CONCERN](#)

NOTE 1 – COMPANY OVERVIEW AND GOING CONCERN

On January 15, 2021, FINRA declared effective a change of name of the Company from Senaida Tire Company, Ltd. to GivBux, Inc. (the “Company”, “GivBux”) and a 1-for-20 reverse split of the Company’s common stock. As a condition for approval of the corporate actions, FINRA required the Company to issue 78,125,000 pre-split shares of common stock to the shareholders of GivBux Global Partners, Inc. in exchange for all of the issued and outstanding shares of common stock of GivBux Global Partners, Inc. This requirement was contrary to the terms of the amended Share Exchange Agreement between the Company and GivBux Global Partners, Inc. (the “Agreement”), as these 78,125,000 shares were required pursuant to the Agreement to be issued after the 1-for-20 reverse split, thus being post-split shares. As a result, the Company was contractually required to issue an additional 74,218,050 shares of the Company’s post-split common stock to the former common stock shareholders of GivBux Global Partners, Inc., such that the total number of shares issued pursuant to the share exchange equals that number required by the Agreement.

Share Exchange and Reorganization

On January 7, 2021 (the “Effective Date”), GivBux Global Partners, Inc. (“GivBux Global”) became a 100% subsidiary of GivBux. Furthermore, the Company entered into and closed on a share exchange agreement with GivBux and its shareholders. Pursuant to the terms of the share exchange agreement, GivBux issued 78,125,000 shares of its unregistered post-split common stock to the shareholders of GivBux Global in exchange for all of the shares of GivBux Global’s common stock, representing 100% of its issued and outstanding common stock and as a result of the share exchange agreement, GivBux Global became a wholly owned subsidiary of GivBux.

Recapitalization

Share Exchange and Reorganization

On January 7, 2021 (the “Effective Date”), GivBux Global Partners, Inc. (“GivBux Global”) became a 100% subsidiary of GivBux. Furthermore, the Company entered into and closed on a share exchange agreement with GivBux and its shareholders. Pursuant to the terms of the share exchange agreement, GivBux issued 78,125,000 shares of its unregistered post-split common stock to the shareholders of GivBux Global in exchange for all of the shares of GivBux Global’s common stock, representing 100% of its issued and outstanding common stock and as a result of the share exchange agreement, GivBux Global became a wholly owned subsidiary of GivBux.

Recapitalization

For financial accounting purposes, this transaction was treated as a reverse acquisition by GivBux and resulted in a recapitalization with GivBux Global being the accounting acquirer and GivBux as the acquired company. The consummation of this reverse acquisition resulted in a change of control. Accordingly, the historical financial statements prior to the acquisition are those of the accounting acquirer, GivBux and have been prepared to give retroactive effect to the reverse acquisition completed on January 7, 2021 and represent the operations of GivBux Global. The consolidated financial statements after the acquisition date, January 7, 2021, include the balance sheets of both companies at historical cost, the historical results of GivBux Global and the results of the Company from the acquisition date. All share and per share information in the accompanying consolidated financial statements and footnotes has been retroactively restated to reflect the recapitalization.

Going Concern

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"), which contemplates the Company's continuation as a going concern. The Company has incurred net losses of \$3,019,598 during the nine months ended September 30, 2024, and has an accumulated deficit of \$7,006,264 as of September 30, 2024. In addition, current liabilities exceed current assets by \$3,162,237 as of September 30, 2024.

Management intends to raise additional operating funds through equity and/or debt offerings. However, there can be no assurance management will be successful in its endeavors.

There are no assurances that the Company will be able to either (1) achieve a level of revenues adequate to generate sufficient cash flow from operations; or (2) obtain additional financing through either private placement, public offerings and/or bank financing necessary to support its working capital requirements. To the extent that funds generated from operations and any private placements, public offerings and/or bank financing are insufficient, the Company will have to raise additional working capital. No assurance can be given that additional financing will be available, or if available, will be on terms acceptable to the Company. If adequate working capital is not available to the Company, it may be required to curtail or cease its operations.

Due to uncertainties related to these matters, there exists a substantial doubt about the ability of the Company to continue as a going concern. The accompanying consolidated financial statements do not include any adjustments related to the recoverability or classification of asset-carrying amounts or the amounts and classification of liabilities that may result should the Company be unable to continue as a going concern.

**SUMMARY OF
SIGNIFICANT
ACCOUNTING POLICIES**

**9 Months Ended
Sep. 30, 2024**

**12 Months Ended
Dec. 31, 2023**

Accounting Policies

[Abstract]

**SUMMARY OF
SIGNIFICANT
ACCOUNTING POLICIES**

**NOTE 2 – SUMMARY OF SIGNIFICANT
ACCOUNTING POLICIES**

**NOTE 2 – SUMMARY OF SIGNIFICANT
ACCOUNTING POLICIES**

Basis of Presentation

Basis of Presentation

The consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States of America (“GAAP”) and are presented in US dollars. The Company’s year-end is December 31.

The consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States of America (“GAAP”) and are presented in US dollars. The Company’s year-end is December 31.

Principles of Consolidation

Principles of Consolidation

The consolidated financial statements include the accounts of GivBux, Inc. and its wholly owned subsidiary. Intercompany transactions and balances have been eliminated.

The consolidated financial statements include the accounts of GivBux, Inc. and its wholly owned subsidiary. Intercompany transactions and balances have been eliminated.

Use of Estimates

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. The estimates and judgments will also affect the reported amounts for certain expenses during the reporting period. Actual results could differ from these good faith estimates and judgments.

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. The estimates and judgments will also affect the reported amounts for certain expenses during the reporting period. Actual results could differ from these good faith estimates and judgments.

Revenue recognition

Basic and Diluted Loss Per Common Share

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

- identify the contract with a customer;
- identify the performance obligations in the contract;
- determine the transaction price;

The Company calculates net loss per share in accordance with ASC Topic 260, “Earnings per Share.” Basic loss per share is computed by dividing the net loss by the weighted average number of common shares outstanding during the period. Diluted earnings per share of common stock are computed by dividing net earnings by the weighted average number of shares and potential shares outstanding during the period. Potential shares of common stock consist of shares issuable upon the conversion of outstanding convertible debt, preferred stock, warrants and stock option.

- allocate the transaction price to performance obligations in the contract; and
 - recognize revenue as the performance obligation is satisfied.
- For the years ended December 31, 2023, and 2022, the following common stock equivalents were excluded from the computation of diluted net loss per share as the result of the computation was anti-dilutive.

Basic and Diluted Loss Per Common Share

The Company calculates net loss per share in accordance with ASC Topic 260, "Earnings per Share." Basic loss per share is computed by dividing the net loss by the weighted average number of common shares outstanding during the period. Diluted earnings per share of common stock are computed by dividing net earnings by the weighted average number of shares and potential shares outstanding during the period. Potential shares of common stock consist of shares issuable upon the conversion of outstanding convertible debt, preferred stock, warrants and stock option.

For the nine months ended September 30, 2024, and 2023, the following common stock equivalents were excluded from the computation of diluted net loss per share as the result of the computation was anti-dilutive.

	December 31	
	2023	2022
	Shares	Shares
Convertible notes	406,044	186,517

Financial Instruments and Fair Value Measurements

As defined in ASC 820 "Fair Value Measurements," fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price).

	December 31, 2023	Level 1	Level 2	Level 3	Total
Assets					
None	\$ -	\$ -	\$ -	\$ -	\$ -
Liabilities					
Derivative liabilities	\$ -	\$ -	\$32,241	\$32,241	

	December 31, 2022	Level 1	Level 2	Level 3	Total
Assets					
None	\$ -	\$ -	\$ -	\$ -	\$ -
Liabilities					
Derivative liabilities	\$ -	\$ -	\$ -	\$ -	\$ -

Derivative Financial Instruments

The following table summarizes fair value measurements by level as of September 30, 2024, and December 31, 2023, measured at fair value on a recurring basis:

September 30, 2024	Level 1	Level 2	Level 3	Total
Assets				
None	\$ -	\$ -	\$ -	\$ -
Liabilities				
Derivative liabilities	\$ -	\$ -	\$276,286	\$276,286

December 31, 2023	Level 1	Level 2	Level 3	Total
Assets				
None	\$ -	\$ -	\$ -	\$ -
Liabilities				
Derivative liabilities	\$ -	\$ -	\$32,241	\$32,241

Derivative Financial Instruments

The Company does not use derivative instruments to hedge exposures to cash flow, market or foreign currency risks. We evaluate all of our financial instruments to determine if such instruments are derivatives or contain features that qualify as embedded derivatives. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported in the statements of operations. For stock-based derivative financial instruments, the Company used a Black Scholes valuation model to value the derivative instruments at inception and on subsequent valuation dates. The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is evaluated at the end of each reporting period. Derivative liabilities are classified in the balance sheet as current or non-current based on whether or not net-cash settlement or conversion of the instrument could be required within 12 months of the balance sheet date.

Leases
ASC 842 supersedes the lease requirements in ASC 840 "Leases", and generally requires lessees to recognize operating and finance lease liabilities and corresponding right-of-use ("ROU") assets on the balance sheet and to provide enhanced disclosures surrounding the amount, timing and uncertainty of cash flows arising from leasing arrangements.

ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As most of our leases do not provide an implicit rate, we generally use our incremental borrowing rate based on the estimated rate of interest for collateralized borrowing over a similar term of the lease payments at commencement date. The ROU asset also includes any lease payments made and excludes lease incentives. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

Related Parties

The Company follows ASC 850, "Related Party Disclosures," for the identification of related parties and disclosure of related party transactions (see Note 4).

Commitments and Contingencies

Any lease with a term of 12 months or less is considered short-term. As permitted by ASC 842, short-term leases are excluded from the

The Company follows ASC 450-20, "Loss ROU assets and lease liabilities on the Contingencies," to report accounting for consolidated balance sheets. Consistent with all contingencies. Liabilities for loss contingencies other operating leases, short-term lease expense arising from claims, assessments, litigation, fines is recorded on a straight-line basis over the lease and penalties and other sources are recorded term. when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated. The Company determines the present value of minimum future lease payments for operating leases by estimating a rate of interest that it would have to pay to borrow on a collateralized basis over a similar term, an amount equal to

Cash and Cash Equivalents

Cash and cash equivalents consist of cash and the lease payments and a similar economic highly liquid investments with remaining environment (the "incremental borrowing rate" maturities of less than ninety days at the date of or "IBR"). The Company determines the purchase. We maintain cash and cash equivalent appropriate IBR by identifying a reference rate balances with financial institutions that exceed and making adjustments that take into federally-insured limits. We have not consideration financing options and certain experienced any losses related to these balances, lease-specific circumstances. and we believe the credit risk to be minimal. The Company does not have any cash equivalents. As of December 31, 2023, and 2022, the Company's lease agreement is accounted for as operating leases.

Leases

ASC 842 supersedes the lease requirements in ***Related Parties*** ASC 840 "Leases", and generally requires lessees to recognize operating and finance lease The Company follows ASC 850, "Related Party liabilities and corresponding right-of-use ***Disclosures***," for the identification of related ("ROU") assets on the balance sheet and to parties and disclosure of related party provide enhanced disclosures surrounding the transactions (see Note 4). amount, timing and uncertainty of cash flows arising from leasing arrangements.

Commitments and Contingencies

The Company follows ASC 450-20, "Loss ROU assets represent our right to use an Contingencies," to report accounting for underlying asset for the lease term and lease contingencies. Liabilities for loss contingencies liabilities represent our obligation to make lease arising from claims, assessments, litigation, fines payments arising from the lease. ROU assets and and penalties and other sources are recorded lease liabilities are recognized at commencement when it is probable that a liability has been date based on the present value of lease payments incurred and the amount of the assessment can be over the lease term. As most of our leases do reasonably estimated.

not provide an implicit rate, we generally use our incremental borrowing rate based on the estimated rate of interest for collateralized ***Cash and Cash Equivalents*** borrowing over a similar term of the lease

payments at commencement date. The ROU Cash and cash equivalents consist of cash and asset also includes any lease payments made and highly liquid investments with remaining excludes lease incentives. Our lease terms may maturities of less than ninety days at the date of include options to extend or terminate the lease purchase. We maintain cash and cash equivalent when it is reasonably certain that we will balances with financial institutions that exceed exercise that option. federally-insured limits. We have not

experienced any losses related to these balances, Any lease with a term of 12 months or less is and we believe the credit risk to be minimal. The considered short-term. As permitted by ASC Company does not have any cash equivalents.

842, short-term leases are excluded from the ROU assets and lease liabilities on the ***Income Taxes***

consolidated balance sheets. Consistent with all other operating leases, short-term lease expense Income taxes are accounted for under the asset is recorded on a straight-line basis over the lease and liability method. Deferred tax assets and term. 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 and operating loss and tax credit carry forwards. 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 on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is recorded to reduce the Company's deferred tax

The Company determines the present value of assets to an amount that is more likely than not minimum future lease payments for operating to be realized.

leases by estimating a rate of interest that it would have to pay to borrow on a collateralized basis over a similar term, an amount equal to

the lease payments and a similar economic environment (the "incremental borrowing rate" or "IBR"). The Company determines the appropriate IBR by identifying a reference rate and making adjustments that take into consideration financing options and certain lease-specific circumstances.

Stock-Based Compensation

The Company recognizes stock-based compensation in accordance with ASC 718, or "IBR"). The Company determines the Stock Compensation. ASC 718 focuses on transactions in which an entity exchanges its equity instruments for goods or services, with a primary focus in which an entity obtains employee services in stock-based payment transactions. ASC 718 requires measurement of

On February 29, 2024, the term of lease terminated, and the Company moved out from exchange for an award of equity instruments premises. As of December 31, 2023, the Company's lease agreement is accounted for as (with limited exceptions). operating leases.

Revenue recognition

Recent Accounting Pronouncements

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

Reclassification

Certain accounts from prior periods have been reclassified to conform to the current period presentation.

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

Recent Accounting Pronouncements

In October 2021, the FASB issued ASU No. 2021-08, Accounting for Contract Assets and Contract Liabilities from Contracts with Users (Topic 805). This ASU requires an acquirer in a business combination to recognize and measure contract assets and contract liabilities (deferred revenue) from acquired contracts using the revenue recognition guidance in Topic 606. At the acquisition date, the acquirer applies the revenue model as if it had originated the acquired contracts. The ASU is effective for annual periods beginning after December 15, 2022, including interim periods within those fiscal years. Adoption of the ASU should be applied prospectively. Early adoption is also permitted, including adoption in an interim period. If early adopted, the amendments are applied retrospectively to all business combinations for which the acquisition date occurred during the fiscal year of adoption. This ASU is currently not expected to have a material impact on our financial statements.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which requires, among other things, additional disclosures primarily related to the income tax rate reconciliation and income taxes paid. The expanded annual disclosures are effective for our year ending December 31, 2025. The Company is currently evaluating the impact that ASU 2023-09 will have on our consolidated financial statements and whether we will apply the standard prospectively or retrospectively.

The Company has considered all other recently issued accounting pronouncements and does not believe the adoption of such pronouncements will have a material impact on its financial statements.

Reclassification

Certain accounts from prior periods have been reclassified to conform to the current period presentation.

LEASES

9 Months Ended
Sep. 30, 2024

12 Months Ended
Dec. 31, 2023

[Leases \[Abstract\]](#)
[LEASES](#)

NOTE 3 – LEASES

On March 1, 2021, the Company entered into lease agreements to rent office and marina spaces for a three-year term at \$29,250 per month for the first twelve months.

In accordance with ASC 842, the Company recognized operating lease ROU assets and lease liabilities as follows:

The components of lease expense were as follows:

	Year Ended December 31	
	2023	2022
Lease cost:		
Operating lease cost	\$362,664	\$362,664
	<u>\$362,664</u>	<u>\$362,664</u>

Supplemental cash flow information related to leases was as follows:

	Year Ended December 31	
	2023	2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$372,473	\$350,608
Weighted-average remaining lease term - operating leases (year)	0.16	1.16
Weighted-average discount rate	3.35%	3.35%

— operating
leases

Supplemental balance sheet information
related to leases was as follows:

	December 31, 2023	December 31, 2022
Operating lease right- of-use asset	\$ 60,357	\$ 415,285
Operating lease liabilities:		
Current portion	\$ 62,323	\$ 364,738
Non- current portion	-	62,323
	<u>\$ 62,323</u>	<u>\$ 427,061</u>

Future minimum lease payments as of December 31, 2023:	
Year ended December 31, 2024	\$62,411
Thereafter	-
	<u>\$62,411</u>
Less imputed interest	(88)
Operating lease liabilities	<u>\$62,323</u>

LEASES

NOTE 3 – LEASES

On March 1, 2021, the Company entered into lease agreements to rent office and marina spaces for a three-year term at \$29,250 per month for the first twelve months. The Company leases its offices at 2801 W Coast Hwy, Suite 200, Newport Beach CA 92663. The lease was terminated and February 29, 2024, the Company moved out from premises on April 15, 2024. The Company moved to a new office at 2751 W Coast Hwy on a month-to-month basis.

In accordance with ASC 842, the Company recognized operating lease ROU assets and lease liabilities as follows:

The components of lease expense were as follows:

Three Months Ended September 30,		Nine Months Ended September 30,	
2024	2023	2024	2023

Lease cost:				
Operating lease cost	\$	-	\$ 90,666	\$ 60,444
Short-term lease cost		140,264	8,336	335,734
Sublease income		-	(26,000)	(1,500)
Total lease cost	\$	140,264	\$ 73,002	\$ 394,678
				\$ 203,834

Supplemental cash flow information related to leases was as follows:

	Nine Months Ended September 30,	
	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$337,797	\$301,594
Weighted-average remaining lease term - operating leases (year)	-	0.41
Weighted-average discount rate — operating leases	0.00%	3.35%

Supplemental balance sheet information related to leases was as follows:

	September 30, 2024	December 31, 2023
Operating lease right-of-use asset	\$ -	\$ 60,357
Operating lease liabilities:		
Current portion	\$ -	\$ 62,323
Non-current portion	-	-
	\$ -	\$ 62,323

RELATED PARTY ITEMS

9 Months Ended
Sep. 30, 2024

12 Months Ended
Dec. 31, 2023

[Related Party Transactions](#)
[\[Abstract\]](#)

[RELATED PARTY ITEMS](#)

NOTE 4 – RELATED PARTY ITEMS

NOTE 4 – RELATED PARTY TRANSACTIONS

Notes Payable Related Parties

Loans from Related Parties

During the nine months ended September 30, 2024, and 2023, the Company obtained \$ 31,940 and \$148,988 loan from our related parties, repaid \$98,047 and \$109,950 to our related parties and recognized interest of \$20,326 and \$21,560, respectively.

During the year ended December 31, 2023, the Company borrowed \$157,828 from our related parties and repaid \$148,552 to our related parties. During the year ended December 31, 2023, the Company recorded interest expense of \$28,750. As of December 31, 2023, and 2022, the Company had notes payable related parties of \$934,854 and \$925,578 and accrued interest of \$91,406 and \$62,657, respectively. The notes are unsecured, 3% interest bearing and due on demand.

As of September 30, 2024, and December 31, 2023, the Company had notes payable related parties of \$868,747 and \$934,854 and accrued interest of \$111,732 and \$91,406, respectively. The notes are unsecured, 3% interest bearing and due on demand.

Due to related party

As of December 31, 2023, and December 31, 2022, the Company had due to related party of \$3,275.

Stock based compensation.

During the year ended December 31, 2023, the Company issued 25,000 shares for compensation -management of \$37,500.

Due to related party

Management Compensation

As of September 30, 2024, and December 31, 2023, the Company had due to related party of \$3,275.

During the year ended December 31, 2022, the Company accrued \$33,000 and paid \$9,000 management fees and issued 160,000 shares of common stock to the Company's Chief Executive Officer. The Company valued 160,000 shares of common stock at \$1.50 per share based on subscription agreements signed with investors in cash during October and November 2022 for the amount of \$240,000.

Stock based compensation.

During the nine months ended September 30, 2023, the Company issued 25,000 shares of common stock for compensation -management of \$37,500.

During the year ended December 31, 2023, the Company accrued \$120,000 and paid \$0 management fees.

**ACCOUNTS PAYABLE
AND ACCRUED
LIABILITIES**

**9 Months Ended
Sep. 30, 2024**

**12 Months Ended
Dec. 31, 2023**

Payables and Accruals

[Abstract]

**ACCOUNTS PAYABLE AND
ACCRUED LIABILITIES**

**NOTE 5 – ACCOUNTS PAYABLE AND
ACCRUED LIABILITIES**

**NOTE 5 – ACCOUNTS PAYABLE AND
ACCRUED LIABILITIES**

The following table summarizes the components of the Company's accounts payable and accrued liabilities as of the dates presented:

	September 30, 2024	December 31, 2023		December 31, 2023	December 31, 2022
Trade payable	\$ 174,296	\$ 174,475	Trade payable	\$ 174,475	\$ 48,149
Salary payable	368,000	278,000	Bank overdraft	-	28
Accrued interest	86,613	60,669	Salary payable	278,000	158,000
Other current liabilities	499,500	376,317	Accrued interest	60,669	34,872
	<u>\$1,128,409</u>	<u>\$ 889,461</u>	Other current liabilities	<u>376,317</u>	<u>142,477</u>
				<u>\$ 889,461</u>	<u>\$ 383,526</u>

LOANS PAYABLE

9 Months Ended
Sep. 30, 2024

12 Months Ended
Dec. 31, 2023

Debt Disclosure [Abstract]

LOANS PAYABLE

NOTE 6 – LOANS PAYABLE

The components of loans payable as of September 30, 2024, and December 31, 2023, were as follows:

Payment date	Principal Amount	Maturity date	Interest rate	September 30, 2024	December 31, 2023
January 19, 2022	\$ 12,500	January 19, 2023	7%	\$ 12,500	\$ 12,500
March 7, 2022	\$ 3,000	March 7, 2023	7%	3,000	3,000
October 13, 2022	\$ 25,000	October 13, 2023	7%	12,500	12,500
January 31, 2023	\$ 100,000	Due on demand	0%	100,000	100,000
February 9, 2023	\$ 10,000	Due on demand	0%	10,000	10,000
March 1, 2023	\$ 50,000	Due on demand	0%	50,000	50,000
April 5, 2023	\$ 25,000	August 3, 2023	15% fixed	25,000	25,000
May 19, 2023	\$ 4,000	Due on demand	0%	4,000	4,000
June 20, 2023	\$ 40,000	September 18, 2023	12% fixed	40,000	40,000
July 12, 2023	\$ 4,150	Due on demand	0%	4,150	4,150
July 17, 2023	\$ 50,000	Due on demand	0%	50,000	50,000
October 6, 2023	\$ 10,000	October 6, 2024	7%	10,000	10,000
December 6, 2023	\$ 1,000	Due on demand	0%	2,000	1,000
December 26, 2023	\$ 100,000	April 18, 2024	0%	100,000	100,000
February 9, 2024	\$ 1,000	Due on demand	0%	1,000	-
July 17, 2024	\$ 37,000	January 15, 2025	5%	37,000	-
August 14, 2024	\$ 64,000	January 15, 2025	5%	64,000	-
Total loans payable				\$ 525,150	\$ 422,150
Less: Unamortized debt discount				-	(23,904)
				525,150	398,246
Less: Current portion				525,150	398,246
Long-term portion				\$ -	\$ -

On December 26, 2023, the Company entered into a promissory note agreement with an investor for the principal amount of \$100,000, received the amount of \$75,000 in cash, non-secured, free interest with maturity date of April 18, 2024. The Company recognized a debt discount of \$25,000. The debt discount is being amortized over the life of the note using the effective interest method.

During the nine months ended September 30, 2024, and 2023, the Company borrowed \$103,000 and \$283,150, respectively.

As of September 30, 2024, and December 31, 2023, six (6) and five (5) loans with unpaid balance of \$193,000 and \$93,000 are in default, respectively.

During the nine months ended September 30, 2024, and 2023, the Company recognized interest and default penalty of \$6,207 and \$10,789 and amortization debt discount of \$23,904 and \$0, respectively.

As of September 30, 2024, and December 31, 2023, the Company had loans payable of \$525,150 and \$422,150, accrued interest of \$20,291 and \$14,085 and amortization debt discount of \$0 and \$23,904, respectively.

NOTE 6 – LOANS PAYABLE

The components of loans payable as of December 31, 2023 and December 31, 2022 were as follows:

Payment date	Principal Amount	Maturity date	Interest rate	December 31, 2023	December 31, 2022
January 19, 2022	\$ 12,500	January 19, 2023	7%	\$ 12,500	\$ 12,500
March 7, 2022	\$ 3,000	March 7, 2023	7%	3,000	3,000
October 13, 2022	\$ 25,000	October 13, 2023	7%	12,500	12,500
January 31, 2023	\$ 100,000	Due on demand	N/A	100,000	-
February 9, 2023	\$ 10,000	Due on demand	N/A	10,000	-
March 1, 2023	\$ 50,000	Due on demand	N/A	50,000	-
April 5, 2023	\$ 25,000	August 3, 2023	15% fixed	25,000	-
May 19, 2023	\$ 4,000	Due on demand	N/A	4,000	-
June 20, 2023	\$ 40,000	September 18, 2023	12% fixed	40,000	-
July 12, 2023	\$ 4,150	Due on demand	N/A	4,150	-
July 17, 2023	\$ 50,000	Due on demand	N/A	50,000	-
October 6, 2023	\$ 10,000	October 6, 2024	7%	10,000	-
December 6, 2023	\$ 1,000	Due on demand	N/A	1,000	-
December 26, 2023	\$ 100,000	April 18, 2024	0%	100,000	-
Total loans payable				\$ 422,150	\$ 28,000
Less: Unamortized debt discount				(23,904)	-
				398,246	28,000
Less: Current portion				398,246	28,000
Long-term portion				\$ -	\$ -

During the years ended December 31, 2023 and 2022, the Company borrowed \$394,150 and \$40,500 and repaid \$0 and \$12,500, respectively.

As of December 31, 2023, five loans with unpaid balance of \$93,000 are in default and the Company recorded applicable 5% penalty of \$1,229.

On December 26, 2023, the Company entered into a promissory note agreement with an investor for the principal amount of \$100,000, received the amount of \$75,000 in cash, free of interest with maturity date of April 18, 2024. The Company recognized a debt discount of \$25,000. The debt discount is being amortized over the life of the note using the effective interest method.

During the years ended December 31, 2023 and 2022, the Company recorded interest of \$12,779 and \$1,306, amortization of debt discounts of \$1,096 and \$0 respectively.

As of December 31, 2023, and December 31, 2022, the Company had loans payable of \$422,150 and \$28,000, accrued interest of \$14,085 and \$1,306 and amortization debt discount of \$23,904 and \$0, respectively.

**CONVERTIBLE NOTES
PAYABLE**

**9 Months Ended
Sep. 30, 2024**

**12 Months Ended
Dec. 31, 2023**

Convertible Notes Payable
CONVERTIBLE NOTES
PAYABLE

NOTE 7 –CONVERTIBLE NOTES PAYABLE

NOTE 7 –CONVERTIBLE NOTES PAYABLE

Issuance date	Principal Amount	Maturity date	Interest rate	September 30, 2024	December 31, 2023	Issuance date	Principal Amount	Maturity date	Interest rate	December 31, 2023	December 31, 2022
September 30, 2019	\$ 30,000	September 30, 2021	8%	\$ 30,000	\$ 30,000	September 30, 2019	\$ 30,000	September 30, 2021	8%	\$ 30,000	\$ 30,000
January 29, 2020	\$ 10,000	January 29, 2021	8%	10,000	10,000	January 29, 2020	\$ 10,000	January 29, 2021	8%	10,000	10,000
February 26, 2020	\$ 10,000	February 26, 2021	8%	10,000	10,000	February 26, 2020	\$ 10,000	February 26, 2021	8%	10,000	10,000
March 6, 2020	\$ 7,500	March 6, 2021	8%	7,500	7,500	March 6, 2020	\$ 7,500	March 6, 2021	8%	7,500	7,500
March 5, 2020	\$ 3,700	March 5, 2021	8%	5,900	5,900	March 5, 2020	\$ 3,700	March 5, 2021	8%	5,900	5,900
March 9, 2020	\$ 1,200	March 9, 2021	8%	1,200	1,200	March 9, 2020	\$ 1,200	March 9, 2021	8%	1,200	1,200
March 26, 2020	\$ 60,000	March 26, 2021	10%	60,000	60,000	March 26, 2020	\$ 60,000	March 26, 2021	10%	60,000	60,000
March 5, 2021	\$ 11,300	March 5, 2022	8%	11,300	11,300	March 5, 2021	\$ 11,300	March 5, 2022	8%	11,300	11,300
July 11, 2023	\$ 11,000	July 11, 2024	7%	11,000	11,000	July 11, 2023	\$ 11,000	July 11, 2024	7%	11,000	-
August 22, 2023	\$ 10,000	August 22, 2024	7%	10,000	10,000	August 22, 2023	\$ 10,000	August 22, 2024	7%	10,000	-
November 1, 2023	\$ 7,000	October 31, 2024	7%	7,000	7,000	November 1, 2023	\$ 7,000	October 31, 2024	7%	7,000	-
April 4, 2024	\$ 28,600	October 3, 2024	10%	28,600	-					\$ 163,900	\$ 135,900
April 23, 2024	\$ 5,000	April 23, 2025	10%	5,000	-					(18,070)	-
May 7, 2024	\$ 14,111	October 3, 2024	10%	14,111	-					145,830	135,900
May 8, 2024	\$ 25,000	May 8, 2025	10%	25,000	-					145,830	135,900
May 8, 2024	\$ 25,000	May 8, 2025	20%	25,000	-					\$ -	\$ -
May 17, 2024	\$ 5,556	October 3, 2024	10%	5,556	-	The components of convertible notes payable as of September 30,2023 and December 31,2022 were as follows:					
May 31, 2024	\$ 3,333	October 3, 2024	10%	3,333	-	Convertible notes payable consists of the following:					
June 5, 2024	\$ 25,000	June 1, 2025	10%	25,000	-	Terms ranging from one year to two years.					
June 6, 2024	\$ 25,000	June 6, 2025	10%	25,000	-	Annual interest rates range from 7% – 10 %.					
June 7, 2024	\$ 2,500	June 1, 2025	10%	2,500	-	Convertible at the option of the holders at any time during the period of note, after maturity date or 6 months after issuance date.					
June 10, 2024	\$ 5,000	June 1, 2025	10%	5,000	-	Conversion prices is a fixed conversion price of \$ 0.50.					
June 11, 2024	\$ 5,000	June 1, 2025	10%	5,000	-	Certain notes have a conversion price of 25% discount to the operative market valuation of the Company.					
June 17, 2024	\$ 2,500	June 1, 2025	10%	2,500	-	During the year ended year ended December 31,2022, the Company entered into an agreement with an employee to finance \$100,000 by paying the Company's operating expenses on behalf of the Company, with non -interest bearing, due on demand and convertible in common stock at \$1 per share. During the year ended December 31, 2022, the Company received \$101,241 and repaid \$101,241 by issuance of 101,241 shares of common stock.					
June 27, 2024	\$ 700	June 27, 2025	10%	700	-	During the year ended December 31,2023, the Company entered into three convertible notes with two investors for the principal amount of \$28,000 in cash with interest rate of 7% for one year. According to terms and condition of the agreement, the noteholder has the right from time to time during the period of the note to convert the unpaid principal into common stock at conversion price of 25% discount to the average trading price during the ten (10) day period ending on the last complete training day prior to the conversion date.					
July 2, 2024	\$ 6,667	October 3, 2024	10%	6,667	-	As of the issuance date of the notes, the Company recognized the additional of new derivative of \$28,000 as debt discount and \$2,935 Day 1 loss on derivative. The debt discount is being amortized over the life of the note using the effective interest method (Note 8).					
July 29, 2024	\$ 6,667	October 3, 2024	10%	6,667	-						
August 9, 2024	\$ 16,667	October 3, 2024	10%	16,667	-						
August 14, 2024	\$ 27,778	October 3, 2024	10%	27,778	-						
July 2, 2024	\$ 6,000	June 1, 2025	10%	6,000	-						
July 3, 2024	\$ 4,000	June 1, 2025	10%	4,000	-						
July 17, 2024	\$ 25,000	July 17, 2025	10%	25,000	-						
August 22, 2024	\$ 25,000	August 19, 2025	10%	25,000	-						
				\$ 453,979	\$ 163,900						

Less: Unamortized debt discount	(130,506)	(18,070)
Total convertible notes payable	323,473	145,830
Less: Current portion	323,473	145,830
Long-term portion	\$ -	\$ -

The components of convertible notes payable as of September 30, 2024, and December 31, 2023, were as follows:

Convertible notes payable consists of the following:

- Terms ranging from five months to one year.
- Annual interest rates range from 7% – 10%.
Convertible at the option of the holders at any time during the period of note, after maturity date or 6 months after issuance date.
- Conversion prices is a fixed of \$0.50 for certain notes. Certain notes have a conversion price of 25% and 45% discount to the operative market valuation of the Company.

During the nine months ended September 30, 2024, and 2023, the Company issued convertible notes of \$290,079 and \$21,000, respectively.

During the year ended December 31, 2023, the Company entered into three convertible notes with two investors for the principal amount of \$28,000 in cash with an interest rate of 7% per annum. According to terms and condition of the agreement, the noteholder has the right from time to time during the period of the note to convert the unpaid principal into common stock at conversion price of 25% discount to the average trading price during the ten (10) day period ending on the last complete trading day prior to the conversion date. As of the issuance date of the notes, the Company recognized the additional of new derivative of \$28,000 as debt discount and \$2,935 Day 1 loss on derivative. The debt discount is being amortized over the life of the note using the effective interest method (Note 8).

During the years ended December 31, 2023 and 2022, the Company recorded interest of \$12,769 and \$12,072, amortization debt discount of \$9,930 and \$0, respectively.

On April 4, 2024, the Company entered into a convertible promissory note of \$100,000 with 10% original issue discount (OID), interest rate of 10% per annum, conversion price of 55% of the average price of the Company's common stock during the 20 consecutive trading days prior to the date of the conversion with maturity date of October 3, 2024. During the period ended September 30, 2024, the Company obtained the initial consideration of \$98,700 with 10% OID of \$10,679 for total initial principal amount of \$109,379.

During the nine months ended September 30, 2024, the Company entered into seven (7) convertible promissory notes of \$180,700 with an interest rate of 10% and 20% per annum for a term of 12 months. The noteholders have the right from time to time during the period of the note to convert the unpaid principal into common stock at conversion price of 25% and 45% discount to the average trading price during the ten (10) day period ending on the last complete trading day prior to the conversion date.

As of September 30, 2024, and December 31, 2023, ten (10) and eight (8) convertible notes with unpaid balance of \$156,900 and \$135,000 are in default, respectively

During the nine months ended September 30, 2024, and 2023, the Company recognized interest of \$19,988 and \$9,275, amortization debt discount of \$165,809 and \$3,500, respectively.

As of September 30, 2024, and December 31, 2023, the Company had convertible notes payable of \$453,979 and \$163,900, unamortized debt discount of \$130,506 and \$18,070 and accrued interest of \$66,322 and \$46,335, respectively.

**DERIVATIVE
LIABILITIES**

**9 Months Ended
Sep. 30, 2024**

**12 Months Ended
Dec. 31, 2023**

Derivative Liabilities

DERIVATIVE LIABILITIES

Note 8 -DERIVATIVE LIABILITIES

NOTE 8 -DERIVATIVE LIABILITIES

The Company analyzed the conversion option for derivative accounting consideration under ASC 815, Derivatives and Hedging, and determined that the instrument should be classified as a liability since the conversion option becomes effective at issuance resulting in there being no explicit limit to the number of shares to be delivered upon settlement of the above conversion options. The Company accounts for warrants as a derivative liability due to there being no explicit limit to the number of shares to be delivered upon settlement of all conversion options.

Fair Value Assumptions Used in Accounting for Derivative Liabilities.

ASC 815 requires us to assess the fair market value of derivative liability at the end of each reporting period and recognize any change in the fair market value as other income or expense item.

The Company determined our derivative liabilities to be a Level 3 fair value measurement and used the Black-Scholes pricing model to calculate the fair value as of September 30, 2024. The Black-Scholes model requires six basic data inputs: the exercise or strike price, time to expiration, the risk-free interest rate, the current stock price, the estimated volatility of the stock price in the future, and the dividend rate. Changes to these inputs could produce a significantly higher or lower fair value measurement. The fair value of each convertible note is estimated using the Black-Scholes valuation model.

For the nine months ended September 30, 2024, and the year ended December 31, 2023, the estimated fair values of the liabilities measured on a recurring basis are as follows:

	Nine months ended September 30, 2024	Year ended December 31, 2023		Year ended December 31, 2023	Year ended December 31, 2022
Term	0.01 - 1.00 years	0.6 - 1.00 years	Term	0.6 - 1.00 years	-
Term			Expected average volatility	262 - 365%	0%

Expected average volatility	0% - 304%	262 - 365%		
Expected dividend yield	-	-	Expected dividend yield	- -
Risk-free interest rate	3.98% -5.39%	4.79% 5.46%	Risk-free interest rate	4.79% 5.46% 0.00%

The following table summarizes the changes in the derivative liabilities during the nine months ended September 30, 2024.

Fair Value Measurements Using Significant Observable Inputs (Level 3)

Balance - December 31, 2023	\$ 32,241
Addition of new derivatives recognized as debt discounts	267,566
Addition of new derivatives recognized as loss on derivatives	48,249
Gain on change in fair value of the derivative	(71,770)
Balance - September 30, 2024	<u>\$276,286</u>

The following table summarizes the changes in the derivative liabilities during the year ended December 31, 2023.

Fair Value Measurements Using Significant Observable Inputs (Level 3)

Balance - December 31, 2022	\$ -
Addition of new derivatives recognized as debt discounts	28,000
Addition of new derivatives recognized as loss on derivatives	2,935
Loss on change in fair value of the derivative	1,306
Balance - December 31, 2023	<u>\$ 32,241</u>

The aggregate loss on derivatives during the nine months ended September 30, 2024, and 2023 was as follows.

The aggregate loss on derivatives during the years ended December 31, 2023, and 2022 was as follows.

	Nine Months Ended September 30			Year Ended December 31	
	2024	2023		2023	2022
Day one loss due to derivative liabilities on convertible note	\$ 48,249	\$ 1,406	Day one loss due to derivative liabilities on convertible note	\$ 2,935	\$ -
Loss (gain) on change in fair value of the derivative liabilities	(71,770)	7,091	Loss on change in fair value of the derivative liabilities	1,306	-
	<u>\$(23,521)</u>	<u>\$ 8,497</u>		<u>\$ 4,241</u>	<u>\$ -</u>

**STOCKHOLDERS'
EQUITY**

**9 Months Ended
Sep. 30, 2024**

**12 Months Ended
Dec. 31, 2023**

[Equity \[Abstract\]](#)

[STOCKHOLDERS' EQUITY](#)

NOTE 9 –STOCKHOLDERS' EQUITY

NOTE 9 –STOCKHOLDERS' EQUITY

The Company is authorized to issue 110,000,000 shares of stock with a par value of \$0.001 per share, 10,000,000 shares of which are Preferred Stock.

Preferred Stock

The Board of Directors has previously designated and adopted (i) Preferred Stock in 1,000,000 shares as Series A (were previously issued and converted into Common stock during the quarter ended June 30, 2021), (ii) 1,000,000 as Series B. On October 31, 2022, the Board of Directors designated Preferred Stock Series C, all Series having par value of \$0.001 per share.

Series B Preferred stock will be issued to secure debt or equity or any combination to be acquired by the Company. The holders of Series B Preferred stock shall be entitled to be paid out of the assets of the Company a value of \$20 per share of Series B Preferred stock. As of the date of these financial Statements, the Agreement has not been closed and no shares of Series B Preferred stock issued.

Series C Preferred stock shall not be converted into shares of the Common stock. Except as may be required by the Nevada Business Corporation Act, the Series C Preferred stock shall not be entitled to receive cash, stock or other property as dividends.

During the nine months ended September 30, 2023, the Company issued 25,000 shares of common stock for compensation -management, valued at \$37,500.

On March 27, 2024, the Company entered into a consulting agreement for corporate administration and governance purposes for a term of 12 months. The consulting fees agreed by issuance 6,000,000 shares of restricted common stock to consultant. During the nine months of September 30, 2024, the Company issued 6,000,000 shares of restricted common stock, valued at \$2,280,000 based on market value on agreement date.

As of September 30, 2024, and December 31, 2023, the Company had 94,579,434 shares and 88,579,434 shares of Common Stock outstanding, Company issued common stock as follows:

- 179,144 shares issued for settlement of debt of \$179,144.
- 266,667 shares issued for cash of \$400,000.
- 160,000 shares issued for compensation - management of \$240,000.
- 145,856 shares issued for compensation - service of \$218,784.

- 25,000 shares issued for compensation -management of \$37,500.

- 16,667 shares issued for cash of \$25,000.
- 25,000 shares issued for compensation -services of \$58,250.

and no shares of Preferred Stock issued and outstanding (Series A, B and C). The Board of Directors may fix and determine the relative rights and preferences of the shares of any series established.

88,579,434 Common shares outstanding, and no shares of Preferred Stock issued and outstanding (Series A, B and C). The Board of Directors may fix and determine the relative rights and preferences of the shares of any series established.

Stock payable

On May 5,2023, the Company entered into a subscription agreement with an investor for 40,000 shares of common stock at price of \$1.50 per share in amount of \$60,000 in cash.

INCOME TAXES

**12 Months Ended
Dec. 31, 2023**

[Income Tax Disclosure](#)
[\[Abstract\]](#)
[INCOME TAXES](#)

NOTE 10 - INCOME TAXES

The Company did not provide any current or deferred U.S. federal income tax provision or benefit for any of the periods presented because we have experienced operating losses since inception. Accounting for Uncertainty in Income Taxes when it is more likely than not that a tax asset cannot be realized through future income the Company must allow for this future tax benefit.

The Company provided a full valuation allowance on the net deferred tax asset, consisting of net operating loss carry forwards, because management has determined that it is more likely than not that the Company will not earn income sufficient to realize the deferred tax assets during the carry forward period.

The components of the Company's deferred tax asset and reconciliation of income taxes computed at the statutory rate to the income tax amount recorded as of December 31, 2023, and 2022 are as follows:

	December 31, 2023	December 31, 2022
Net operating loss carry forward	\$ (1,011,212)	\$ (796,713)
Effective Tax rate	21%	21%
Income tax expenses(benefit)	(212,355)	(167,310)
Less: Valuation Allowance	212,355	167,310
Income tax expenses(benefit)	<u>\$ -</u>	<u>\$ -</u>

	December 31, 2023	December 31, 2022
Deferred tax assets	720,748	508,393
Valuation allowance	(720,748)	(508,393)
Net deferred tax assets	<u>\$ -</u>	<u>\$ -</u>

As of December 31, 2023, the Company had approximately \$3,432,000 in net operating losses ("NOLs") that may be available to offset future taxable income, NOLs generated in tax years prior to July 31, 2018, can be carryforward for twenty years, whereas NOLs generated after July 31, 2018, can be carryforward indefinitely. In accordance with Section 382 of the U.S. Internal Revenue Code, the usage of the Company's net operating loss carry forwards are subject to annual limitations following greater than 50% ownership changes.

The Company's tax returns are subject to examination by tax authorities for the years ended December 31, 2015 to December 31, 2023.

COMMITMENTS

9 Months Ended
Sep. 30, 2024

12 Months Ended
Dec. 31, 2023

[Commitments and
Contingencies Disclosure](#)
[\[Abstract\]](#)
[COMMITMENTS](#)

NOTE 10 – COMMITMENTS

On September 28, 2022, the Company entered into a Share Exchange Agreement (“SEA”) with Active World Holdings, Inc. a Pennsylvania corporation (DBA Active World Club), (“AWC”), for exchange 100% of issued and outstanding shares of capital stock of AWH’s wholly owned subsidiary, AWC Unity Metaverse, a corporation to be formed whose sole assets is its metaverse platform (“Metaverse Assets”) which can be replaced for the Company client base for 1,000,000 shares of Series B Convertible Preferred Stock of the Company. On December 15, 2022, the Company and AWH entered into the first amendment to SEA, and agreed (i) rename AWC Metaverse, Inc. (ii) issuance 500,000 shares of Series B convertible Preferred Stock upon the signing amendment and 500,000 shares of Series B Convertible Preferred Stock upon the completion the first \$2,500,000 in metaverse sales (iii) AWC will have the sole right to choose the second tranche of 500,000 shares of Series B Convertible Preferred Stock into a like kind Preferred class to be determined in the wholly owned metaverse subsidiary contemplated herein. As of September 30, 2024, the first tranche of 500,000 shares of Series B Convertible Preferred Stock has not been issued.

On November 1, 2023, the Company entered into a mutual venture agreement with an entity for operation of a yacht charter business. During the year ended December 31, 2023, the Company received \$100,000 in advance, but the agreement was not completed and signed. As of September 30, 2024, the Company owns \$100,000 to the other part of the agreement.

NOTE 11 – COMMITMENTS

In October 2022, the Company entered into two consulting agreements with two consultants for a period of one year by issuance each 100,000 shares of common stock for services (totally 200,000 shares of common stock). Pursuant to consulting agreements, the Company issued 50,000 shares of common stock valued at \$1.50 per share based on subscription agreement in cash for amount of \$75,000 during the year ended December 31, 2022. The Company’s commitment to 150,000 shares of common stock is upon completion of services rendered by the consultant. During the year ended December 31, 2023, the Company valued the commitment of 150,000 shares of common stock and accrued consulting expenses of \$349,500.

On September 28, 2022, the Company entered into a Share Exchange Agreement (“SEA”) with Active World Holdings, Inc. a Pennsylvania corporation (DBA Active World Club), (“AWC”), for exchange 100% of issued and outstanding shares of capital stock of AWH’s wholly owned subsidiary, AWC Unity Metaverse, a corporation to be formed whose sole assets is its metaverse platform (“Metaverse Assets”) which can be replaced for the Company client base for 1,000,000 shares of Series B Convertible Preferred Stock of the Company. On December 15, 2022, the Company and AWH entered into the first amendment to SEA, and agreed (i) rename AWC Metaverse, Inc. (ii) issuance 500,000 shares of Series B convertible Preferred Stock upon the signing amendment and 500,000 shares of Series B Convertible Preferred Stock upon the completion the first \$2,500,000 in metaverse sales (iii) AWC will have the sole right to choose the second tranche of 500,000 shares of Series B Convertible Preferred Stock into a like kind Preferred class to be determined in the wholly owned metaverse subsidiary contemplated herein.

As of December 31,2023, the first tranche of 500,000 shares of Series B Convertible Preferred Stock has not been issued.

On October 2,2023, the Company entered into a consulting agreement with an entity to provide services in connection with investors and investment activities for a period of six months by paying one-time \$5,000 and 70,000 shares of common stock. The shares shall be valued at the closing bid price for the stock on the date of the agreement and subject to a turn-up at the end of the agreement should the Company share count increase from 88,572,767 share of common stock as of 9/29/2023. As of December 31,2023, due to not increasing in number of the Company's common stock, the Company did not accrue any consulting expenses in connection with shares commitment.

On November 1,2023, the Company entered into a mutual venture agreement with an entity for operation of a yacht charter business. During the year ended December 31,2023, the Company received \$100,000 from the other part of the agreement but the agreement was not completed and signed. As of December 31,2023, the Company is owing \$100,000 to the other part of the agreement.

SUBSEQUENT EVENTS

9 Months Ended
Sep. 30, 2024

12 Months Ended
Dec. 31, 2023

[Subsequent Events](#)

[\[Abstract\]](#)

[SUBSEQUENT EVENTS](#)

NOTE 11 - SUBSEQUENT EVENTS

Management evaluated all additional events through the date the consolidated financial statements were available to be issued. Based upon this review, unless noted below, the Company did not identify any material subsequent events that would have required adjustment or disclosure in the consolidated financial statements.

NOTE 12 – SUBSEQUENT

Management has evaluated subsequent events through the date these financial statements were available to be issued.

Based on our evaluation no material events have occurred that require disclosure, except as follows:

On March 11, 2024, the Company's board of directors approved and authorized the transfer agent to remove the restrictive legend on 5,000,000 shares of one stock holder based on legal opinion from attorney.

**SUMMARY OF
SIGNIFICANT
ACCOUNTING POLICIES
(Policies)**

9 Months Ended

Sep. 30, 2024

12 Months Ended

Dec. 31, 2023

[Accounting Policies](#)

[\[Abstract\]](#)

[Basis of Presentation](#)

Basis of Presentation

The consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States of America (“GAAP”) and are presented in US dollars. The Company’s year-end is December 31.

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[Principles of Consolidation](#)

Principles of Consolidation

The consolidated financial statements include the accounts of GivBux, Inc. and its wholly owned subsidiary. Intercompany transactions and balances have been eliminated.

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The consolidated financial statements include the accounts of GivBux, Inc. and its wholly owned subsidiary. Intercompany transactions and balances have been eliminated.

[Use of Estimates](#)

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. The estimates and judgments will also affect the reported amounts for certain expenses during the reporting period. Actual results could differ from these good faith estimates and judgments.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. The estimates and judgments will also affect the reported amounts for certain expenses during the reporting period. Actual results could differ from these good faith estimates and judgments.

[Basic and Diluted Loss Per
Common Share](#)

Basic and Diluted Loss Per Common Share

The Company calculates net loss per share in accordance with ASC Topic 260, “Earnings per Share.” Basic loss per share is computed by dividing the net loss by the weighted average number of common shares outstanding during the period. Diluted earnings per share of common stock are computed by dividing net earnings by the weighted average number of shares and potential shares outstanding during the period. Potential shares of common stock consist of shares issuable upon the conversion of outstanding convertible debt, preferred stock, warrants and stock option.

For the nine months ended September 30, 2024, and 2023, the following common stock equivalents were excluded from the computation

Basic and Diluted Loss Per Common Share

The Company calculates net loss per share in accordance with ASC Topic 260, “Earnings per Share.” Basic loss per share is computed by dividing the net loss by the weighted average number of common shares outstanding during the period. Diluted earnings per share of common stock are computed by dividing net earnings by the weighted average number of shares and potential shares outstanding during the period. Potential shares of common stock consist of shares issuable upon the conversion of outstanding convertible debt, preferred stock, warrants and stock option.

For the years ended December 31, 2023, and 2022, the following common stock equivalents were excluded from the computation of diluted

of diluted net loss per share as the result of the net loss per share as the result of the computation computation was anti-dilutive. was anti-dilutive.

	September 30		December 31	
	2024	2023	2023	2022
	Shares	Shares	Shares	Shares
Convertible notes	1,251,403	269,043	406,044	186,517

Financial Instruments and Fair Value Measurements

As defined in ASC 820” Fair Value Measurements,” fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). The Company utilizes market data or assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable. The Company classifies fair value balances based on the observability of those inputs. ASC 820 establishes a fair value hierarchy that prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurement). The following table summarizes fair value measurements by level as of December 31, 2023, and December 31, 2022, measured at fair value on a recurring basis:

The following table summarizes fair value measurements by level as of September 30, 2024, and December 31, 2023, measured at fair value on a recurring basis:

September 30, 2024	Level 1	Level 2	Level 3	Total	December 31, 2023	Level 1	Level 2	Level 3	Total
Assets					Assets				
None	\$ -	\$ -	\$ -	\$ -	None	\$ -	\$ -	\$ -	\$ -
Liabilities					Liabilities				
Derivative liabilities	\$ -	\$ -	\$276,286	\$276,286	Derivative liabilities	\$ -	\$ -	\$32,241	\$32,241
December 31, 2023	Level 1	Level 2	Level 3	Total	December 31, 2022	Level 1	Level 2	Level 3	Total
Assets					Assets				
None	\$ -	\$ -	\$ -	\$ -	None	\$ -	\$ -	\$ -	\$ -
Liabilities					Liabilities				
Derivative liabilities	\$ -	\$ -	\$32,241	\$32,241	Derivative liabilities	\$ -	\$ -	\$ -	\$ -

Derivative Financial Instruments

Derivative Financial Instruments

Derivative Financial Instruments

The Company does not use derivative instruments to hedge exposures to cash flow, market or foreign currency risks. We evaluate all of our financial instruments to determine if such instruments are derivatives or contain features that qualify as embedded derivatives. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported in the statements of operations. For stock-based derivative financial instruments, the Company used a Black Scholes valuation model to value the derivative instruments at inception and on subsequent valuation dates. The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is evaluated at the end of each reporting period. Derivative liabilities are classified in the balance sheet as current or non-current based on whether or not net-cash settlement or conversion of the instrument could be required within 12 months of the balance sheet date.

Leases

Leases

ASC 842 supersedes the lease requirements in ASC 840 "Leases", and generally requires lessees to recognize operating and finance lease liabilities and corresponding right-of-use ("ROU") assets on the balance sheet and to provide enhanced disclosures surrounding the amount, timing and uncertainty of cash flows arising from leasing arrangements.

ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As most of our leases do not provide an implicit rate, we generally use our incremental borrowing rate based on the estimated rate of interest for collateralized borrowing over a similar term of the lease payments at commencement date. The ROU asset also includes any lease payments made and excludes lease incentives. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

Any lease with a term of 12 months or less is considered short-term. As permitted by ASC 842, short-term leases are excluded from the ROU assets and lease liabilities on the

ROU assets and lease liabilities on the consolidated balance sheets. Consistent with all other operating leases, short-term lease expense is recorded on a straight-line basis over the lease term.

The Company determines the present value of minimum future lease payments for operating leases by estimating a rate of interest that it would have to pay to borrow on a collateralized basis over a similar term, an amount equal to the lease payments and a similar economic environment (the “incremental borrowing rate” or “IBR”). The Company determines the appropriate IBR by identifying a reference rate and making adjustments that take into consideration financing options and certain lease-specific circumstances.

On February 29, 2024, the term of lease terminated, and the Company moved out from premises. As of December 31, 2023, the Company’s lease agreement is accounted for as operating leases.

Related Parties

Related Parties

The Company follows ASC 850, “*Related Party Disclosures*,” for the identification of related parties and disclosure of related party transactions (see Note 4).

Commitments and Contingencies

Commitments and Contingencies

The Company follows ASC 450-20, “Loss Contingencies,” to report accounting for contingencies. Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

Cash and Cash Equivalents

Cash and Cash Equivalents

Cash and cash equivalents consist of cash and highly liquid investments with remaining maturities of less than ninety days at the date of purchase. We maintain cash and cash equivalent balances with financial institutions that exceed federally-insured limits. We have not experienced any losses related to these balances, and we believe the credit risk to be minimal. The Company does not have any cash equivalents.

Income Taxes

Related Parties

The Company follows ASC 850, “*Related Party Disclosures*,” for the identification of related parties and disclosure of related party transactions (see Note 4).

Commitments and Contingencies

The Company follows ASC 450-20, “Loss Contingencies,” to report accounting for contingencies. Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash and highly liquid investments with remaining maturities of less than ninety days at the date of purchase. We maintain cash and cash equivalent balances with financial institutions that exceed federally-insured limits. We have not experienced any losses related to these balances, and we believe the credit risk to be minimal. The Company does not have any cash equivalents.

Income Taxes

Income taxes are accounted for under the asset and liability method. 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 and operating loss and tax credit carry forwards. 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 on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is recorded to reduce the Company's deferred tax assets to an amount that is more likely than not to be realized.

Stock-Based Compensation

Stock-Based Compensation

The Company recognizes stock-based compensation in accordance with ASC 718, Stock Compensation. ASC 718 focuses on transactions in which an entity exchanges its equity instruments for goods or services, with a primary focus in which an entity obtains employee services in stock-based payment transactions. ASC 718 requires measurement of the cost of employee services received in exchange for an award of equity instruments based on the grant date fair value of the award (with limited exceptions).

Revenue recognition

Revenue recognition

Revenue recognition

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

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

Recent Accounting Pronouncements

Recent Accounting Pronouncements

In October 2021, the FASB issued ASU No. 2021-08, Accounting for Contract Assets and Contract Liabilities from Contracts with Users (Topic 805). This ASU requires an acquirer in a business combination to recognize and measure contract assets and contract liabilities (deferred revenue) from acquired contracts using the revenue recognition guidance in Topic 606. At the acquisition date, the acquirer applies the revenue model as if it had originated the acquired contracts. The ASU is effective for annual periods beginning after December 15, 2022, including interim periods within those fiscal years. Adoption of the ASU should be applied prospectively. Early adoption is also permitted, including adoption in an interim period. If early adopted, the amendments are applied retrospectively to all business combinations for

Recent Accounting Pronouncements

The Company has reviewed all recently issued, which the acquisition date occurred during the but not yet effective, accounting pronouncements fiscal year of adoption. This ASU is currently and does not believe the future adoption of any not expected to have a material impact on our such pronouncements may be expected to cause financial statements. a material impact on our consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which requires, among other things, additional disclosures primarily related to the income tax rate reconciliation and income taxes paid. The expanded annual disclosures are effective for our year ending December 31, 2025. The Company is currently evaluating the impact that ASU 2023-09 will have on our consolidated financial statements and whether we will apply the standard prospectively or retrospectively.

The Company has considered all other recently issued accounting pronouncements and does not believe the adoption of such pronouncements will have a material impact on its financial statements.

Reclassification

Reclassification

Certain accounts from prior periods have been Certain accounts from prior periods have been reclassified to conform to the current period reclassified to conform to the current period presentation. presentation.

Reclassification

**SUMMARY OF
SIGNIFICANT
ACCOUNTING POLICIES**
(Tables)

9 Months Ended
Sep. 30, 2024

12 Months Ended
Dec. 31, 2023

[Accounting Policies](#)

[\[Abstract\]](#)

[SCHEDULE OF
COMPUTATION OF
DILUTED NET LOSS
EXCLUDED FROM ANTI
DILUTIVE](#)

For the years ended December 31, 2023, and 2022, the following common stock equivalents were excluded from the computation of diluted net loss per share as the result of the computation was anti-dilutive.

	September 30	
	2024	2023
	Shares	Shares
Convertible notes	1,251,403	269,043

	December 31	
	2023	2022
	Shares	Shares
Convertible notes	406,044	186,517

[SCHEDULE OF FAIR
VALUE ASSETS AND
LIABILITIES MEASURED
ON RECURRING BASIS](#)

September 30, 2024	Level 1	Level 2	Level 3	Total	December 31, 2023	Level 1	Level 2	Level 3	Total
Assets					Assets				
None	\$ -	\$ -	\$ -	\$ -	None	\$ -	\$ -	\$ -	\$ -
Liabilities					Liabilities				
Derivative liabilities	\$ -	\$ -	\$276,286	\$276,286	Derivative liabilities	\$ -	\$ -	\$32,241	\$32,241

December 31, 2023	Level 1	Level 2	Level 3	Total	December 31, 2022	Level 1	Level 2	Level 3	Total
Assets					Assets				
None	\$ -	\$ -	\$ -	\$ -	None	\$ -	\$ -	\$ -	\$ -
Liabilities					Liabilities				
Derivative liabilities	\$ -	\$ -	\$32,241	\$32,241	Derivative liabilities	\$ -	\$ -	\$ -	\$ -

LEASES (Tables)

9 Months Ended Sep. 30, 2024

12 Months Ended Dec. 31, 2023

[Leases \[Abstract\]](#)

[SCHEDULE OF LEASE EXPENSE](#)

The components of lease expense were as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Lease cost:				
Operating lease cost	\$ -	\$ 90,666	\$ 60,444	\$ 271,998
Short-term lease cost	140,264	8,336	335,734	22,736
Sublease income	-	(26,000)	(1,500)	(90,900)
Total lease cost	\$140,264	\$ 73,002	\$394,678	\$203,834

The components of lease expense were as follows:

	Year Ended December 31	
	2023	2022
Lease cost:		
Operating lease cost	\$362,664	\$362,664
	<u>\$362,664</u>	<u>\$362,664</u>

[SCHEDULE OF SUPPLEMENTAL CASH FLOW INFORMATION RELATED TO LEASES](#)

Supplemental cash flow information related to leases was as follows:

Supplemental cash flow information related to leases was as follows:

	Nine Months Ended September 30,	
	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$337,797	\$301,594
Weighted-average remaining lease term - operating leases (year)	-	0.41
Weighted-average discount rate — operating leases	0.00%	3.35%

	Year Ended December 31	
	2023	2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$372,473	\$350,608
Weighted-average remaining lease term - operating leases (year)	0.16	1.16
Weighted-average discount rate — operating leases	3.35%	3.35%

[SCHEDULE OF SUPPLEMENTAL BALANCE SHEET INFORMATION RELATED TO LEASES](#)

Supplemental balance sheet information related to leases was as follows:

September 30, December 31,

Supplemental balance sheet information related to leases was as follows:

December 31, December 31,

	2024	2023
Operating lease right-of-use asset	\$ -	\$ 60,357
Operating lease liabilities:		
Current portion	\$ -	\$ 62,323
Non-current portion	-	-
	<u>\$ -</u>	<u>\$ 62,323</u>

	2023	2022
Operating lease right-of-use asset	\$ 60,357	\$ 415,285
Operating lease liabilities:		
Current portion	\$ 62,323	\$ 364,738
Non-current portion	-	62,323
	<u>\$ 62,323</u>	<u>\$ 427,061</u>

SCHEDULE OF FUTURE
MINIMUM LEASE
PAYMENTS

Future minimum lease payments as of December 31, 2023:	
Year ended December 31, 2024	\$62,411
Thereafter	-
	<u>\$62,411</u>
Less imputed interest	(88)
Operating lease liabilities	<u>\$62,323</u>

**ACCOUNTS PAYABLE
AND ACCRUED
LIABILITIES (Tables)**

**9 Months Ended
Sep. 30, 2024**

**12 Months Ended
Dec. 31, 2023**

Payables and Accruals

[Abstract]

**SCHEDULE OF ACCOUNTS
PAYABLE AND ACCRUED
LIABILITIES**

The following table summarizes the components of the Company's accounts payable and accrued liabilities as of the dates presented:

The following table summarizes the components of the Company's accounts payable and accrued liabilities as of the dates presented:

	September 30, 2024	December 31, 2023		December 31, 2023	December 31, 2022
Trade payable	\$ 174,296	\$ 174,475	Trade payable	\$ 174,475	\$ 48,149
Salary payable	368,000	278,000	Bank overdraft	-	28
Accrued interest	86,613	60,669	Salary payable	278,000	158,000
Other current liabilities	499,500	376,317	Accrued interest	60,669	34,872
	<u>\$1,128,409</u>	<u>\$ 889,461</u>	Other current liabilities	<u>376,317</u>	<u>142,477</u>
				<u>\$ 889,461</u>	<u>\$ 383,526</u>

LOANS PAYABLE (Tables)

9 Months Ended
Sep. 30, 2024

12 Months Ended
Dec. 31, 2023

Debt Disclosure [Abstract]

SCHEDULE OF LOANS PAYABLE

The components of loans payable as of September 30, 2024, and December 31, 2023, were as follows:

Payment date	Principal Amount	Maturity date	Interest rate	September 30, 2024	December 31, 2023
January 19, 2022	\$ 12,500	January 19, 2023	7%	\$ 12,500	\$ 12,500
March 7, 2022	\$ 3,000	March 7, 2023	7%	3,000	3,000
October 13, 2022	\$ 25,000	October 13, 2023	7%	12,500	12,500
January 31, 2023	\$ 100,000	Due on demand	0%	100,000	100,000
February 9, 2023	\$ 10,000	Due on demand	0%	10,000	10,000
March 1, 2023	\$ 50,000	Due on demand	0%	50,000	50,000
April 5, 2023	\$ 25,000	August 3, 2023	15% fixed	25,000	25,000
May 19, 2023	\$ 4,000	Due on demand	0%	4,000	4,000
June 20, 2023	\$ 40,000	September 18, 2023	12% fixed	40,000	40,000
July 12, 2023	\$ 4,150	Due on demand	0%	4,150	4,150
July 17, 2023	\$ 50,000	Due on demand	0%	50,000	50,000
October 6, 2023	\$ 10,000	October 6, 2024	7%	10,000	10,000
December 6, 2023	\$ 1,000	Due on demand	0%	2,000	1,000
December 26, 2023	\$ 100,000	April 18, 2024	0%	100,000	100,000
February 9, 2024	\$ 1,000	Due on demand	0%	1,000	-
July 17, 2024	\$ 37,000	January 15, 2025	5%	37,000	-
August 14, 2024	\$ 64,000	January 15, 2025	5%	64,000	-
Total loans payable				\$ 525,150	\$ 422,150
Less: Unamortized debt discount				-	(23,904)
				525,150	398,246
Less: Current portion				525,150	398,246
Long-term portion				\$ -	\$ -

The components of loans payable as of December 31, 2023 and December 31, 2022 were as follows:

Payment date	Principal Amount	Maturity date	Interest rate	December 31, 2023	December 31, 2022
January 19, 2022	\$ 12,500	January 19, 2023	7%	\$ 12,500	\$ 12,500
March 7, 2022	\$ 3,000	March 7, 2023	7%	3,000	3,000
October 13, 2022	\$ 25,000	October 13, 2023	7%	12,500	12,500
January 31, 2023	\$ 100,000	Due on demand	N/A	100,000	-
February 9, 2023	\$ 10,000	Due on demand	N/A	10,000	-
March 1, 2023	\$ 50,000	Due on demand	N/A	50,000	-
April 5, 2023	\$ 25,000	August 3, 2023	15% fixed	25,000	-
May 19, 2023	\$ 4,000	Due on demand	N/A	4,000	-
June 20, 2023	\$ 40,000	September 18, 2023	12% fixed	40,000	-
July 12, 2023	\$ 4,150	Due on demand	N/A	4,150	-
July 17, 2023	\$ 50,000	Due on demand	N/A	50,000	-
October 6, 2023	\$ 10,000	October 6, 2024	7%	10,000	-
December 6, 2023	\$ 1,000	Due on demand	N/A	1,000	-
December 26, 2023	\$ 100,000	April 18, 2024	0%	100,000	-
Total loans payable				\$ 422,150	\$ 28,000
Less: Unamortized debt discount				(23,904)	-
				398,246	28,000
Less: Current portion				398,246	28,000
Long-term portion				\$ -	\$ -

**CONVERTIBLE NOTES
PAYABLE (Tables)**

**9 Months Ended
Sep. 30, 2024**

**12 Months Ended
Dec. 31, 2023**

**Convertible Notes Payable
SCHEDULE OF
CONVERTIBLE NOTES
PAYABLE**

Issuance date	Principal Amount	Maturity date	Interest rate	September 30, 2024	December 31, 2023						
September 30, 2019	\$ 30,000	September 30, 2021	8%	\$ 30,000	\$ 30,000						
January 29, 2020	\$ 10,000	January 29, 2021	8%	10,000	10,000						
February 26, 2020	\$ 10,000	February 26, 2021	8%	10,000	10,000						
March 6, 2020	\$ 7,500	March 6, 2021	8%	7,500	7,500						
March 5, 2020	\$ 3,700	March 5, 2021	8%	5,900	5,900						
March 9, 2020	\$ 1,200	March 9, 2021	8%	1,200	1,200						
March 26, 2020	\$ 60,000	March 26, 2021	10%	60,000	60,000						
March 5, 2021	\$ 11,300	March 5, 2022	8%	11,300	11,300						
July 11, 2023	\$ 11,000	July 11, 2024	7%	11,000	11,000						
August 22, 2023	\$ 10,000	August 22, 2024	7%	10,000	10,000						
November 1, 2023	\$ 7,000	October 31, 2024	7%	7,000	7,000						
April 4, 2024	\$ 28,600	October 3, 2024	10%	28,600	-						
April 23, 2024	\$ 5,000	April 23, 2025	10%	5,000	-						
May 7, 2024	\$ 14,111	October 3, 2024	10%	14,111	-						
May 8, 2024	\$ 25,000	May 8, 2025	10%	25,000	-						
May 8, 2024	\$ 25,000	May 8, 2025	20%	25,000	-						
May 17, 2024	\$ 5,556	October 3, 2024	10%	5,556	-						
May 31, 2024	\$ 3,333	October 3, 2024	10%	3,333	-						
June 5, 2024	\$ 25,000	June 1, 2025	10%	25,000	-						
June 6, 2024	\$ 25,000	June 6, 2025	10%	25,000	-						
June 7, 2024	\$ 2,500	June 1, 2025	10%	2,500	-						
June 10, 2024	\$ 5,000	June 1, 2025	10%	5,000	-						
June 11, 2024	\$ 5,000	June 1, 2025	10%	5,000	-						
June 17, 2024	\$ 2,500	June 1, 2025	10%	2,500	-						
June 27, 2024	\$ 700	June 27, 2025	10%	700	-						
July 2, 2024	\$ 6,667	October 3, 2024	10%	6,667	-						
July 29, 2024	\$ 6,667	October 3, 2024	10%	6,667	-						
August 9, 2024	\$ 16,667	October 3, 2024	10%	16,667	-						
August 14, 2024	\$ 27,778	October 3, 2024	10%	27,778	-						
July 2, 2024	\$ 6,000	June 1, 2025	10%	6,000	-						
July 3, 2024	\$ 4,000	June 1, 2025	10%	4,000	-						
July 17, 2024	\$ 25,000	July 17, 2025	10%	25,000	-						
August 22, 2024	\$ 25,000	August 19, 2025	10%	25,000	-						
				\$ 453,979	\$ 163,900						
										Issuance date	Principal Amount
										Maturity date	Interest rate
										December 31, 2023	December 31, 2022
										September 30, 2019	\$ 30,000
										January 29, 2020	\$ 10,000
										February 26, 2020	\$ 10,000
										March 6, 2020	\$ 7,500
										March 5, 2020	\$ 3,700
										March 9, 2020	\$ 1,200
										March 26, 2020	\$ 60,000
										March 5, 2021	\$ 11,300
										July 11, 2023	\$ 11,000
										August 22, 2023	\$ 10,000
										November 1, 2023	\$ 7,000
										September 30, 2021	8%
										January 29, 2021	8%
										February 26, 2021	8%
										March 6, 2021	8%
										March 5, 2021	8%
										March 9, 2021	8%
										March 26, 2021	10%
										March 5, 2022	8%
										July 11, 2024	7%
										August 22, 2024	7%
										October 31, 2024	7%
										\$ 163,900	\$ 135,900
										Less: Unamortized debt discount	(18,070)
										Total convertible notes payable	145,830
										Less: Current portion	145,830
										Long-term portion	\$ -

Less: Unamortized debt discount	(130,506)	(18,070)
Total convertible notes payable	323,473	145,830
Less: Current portion	323,473	145,830
Long-term portion	\$ -	\$ -

**DERIVATIVE
LIABILITIES (Tables)**

**9 Months Ended
Sep. 30, 2024**

**12 Months Ended
Dec. 31, 2023**

Derivative Liabilities

**SCHEDULE OF ESTIMATED
FAIR VALUES OF THE
LIABILITIES MEASURED ON
A RECURRING BASIS**

For the nine months ended September 30, 2024, and the year ended December 31, 2023, the estimated fair values of the liabilities measured on a recurring basis are as follows:

	Nine months ended September 30, 2024	Year ended December 31, 2023		Year ended December 31, 2023	Year ended December 31, 2022
Term	0.01 - 1.00 years	0.6 - 1.00 years	Term	0.6 - 1.00 years	-
Expected average volatility	0% - 304%	262 - 365%	Expected average volatility	262 - 365%	0%
Expected dividend yield	-	-	Expected dividend yield	-	-
Risk-free interest rate	3.98% - 5.39%	4.79% - 5.46%	Risk-free interest rate	4.79% - 5.46%	0.00%

**SCHEDULE OF CHANGES IN
THE DERIVATIVE
LIABILITIES**

The following table summarizes the changes in the derivative liabilities during the nine months ended September 30, 2024.

Fair Value Measurements Using Significant Observable Inputs (Level 3)		Fair Value Measurements Using Significant Observable Inputs (Level 3)	
Balance - December 31, 2023	\$ 32,241	Balance - December 31, 2022	\$ -
Addition of new derivatives recognized as debt discounts	267,566	Addition of new derivatives recognized as debt discounts	28,000
Addition of new derivatives recognized as loss on derivatives	48,249	Addition of new derivatives recognized as loss on derivatives	2,935
Gain on change in fair value of the derivative	(71,770)	Loss on change in fair value of the derivative	1,306
Balance - September 30, 2024	<u>\$276,286</u>	Balance - December 31, 2023	<u>\$32,241</u>

**SCHEDULE OF AGGREGATE
LOSS ON DERIVATIVES**

The aggregate loss on derivatives during the nine months ended September 30, 2024, and 2023 was as follows.

	Nine Months Ended September 30		Year Ended December 31	
	2024	2023	2023	2022
Day one loss due to derivative liabilities on convertible note	\$ 48,249	\$ 1,406	\$ 2,935	\$ -
Loss (gain) on change in fair value of the derivative liabilities	(71,770)	7,091	1,306	-
	<u>\$ (23,521)</u>	<u>\$ 8,497</u>	<u>\$ 4,241</u>	<u>\$ -</u>

INCOME TAXES (Tables)

12 Months Ended
Dec. 31, 2023

Income Tax Disclosure [Abstract]

SCHEDULE OF INCOME TAX EXPENSES

(BENEFIT)

	December 31, 2023	December 31, 2022
Net operating loss carry forward	\$(1,011,212)	\$ (796,713)
Effective Tax rate	21%	21%
Income tax expenses(benefit)	(212,355)	(167,310)
Less: Valuation Allowance	212,355	167,310
Income tax expenses(benefit)	<u>\$ -</u>	<u>\$ -</u>

SCHEDULE OF DEFERRED TAX ASSET

	December 31, 2023	December 31, 2022
Deferred tax assets	720,748	508,393
Valuation allowance	(720,748)	(508,393)
Net deferred tax assets	<u>\$ -</u>	<u>\$ -</u>

COMPANY OVERVIEW AND GOING CONCERN (Details Narrative) - USD (\$)	3 Months Ended								9 Months Ended		12 Months Ended	
	Jan. 15, 2021	Jan. 07, 2021	Sep. 30, 2024	Jun. 30, 2024	Mar. 31, 2024	Sep. 30, 2023	Jun. 30, 2023	Mar. 31, 2023	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Dec. 31, 2022
Issuance of shares											16,667	266,667
Net loss			\$ 224,406	\$ 2,664,795	\$ 130,397	\$ 319,457	\$ 253,236	\$ 331,303	\$ 3,019,598	\$ 903,996	\$ 1,106,962	\$ 1,255,497
Accumulated deficit			7,006,264						7,006,264		3,986,666	\$ 2,879,704
Working capital deficit			3,162,237						\$ 3,162,237		\$ 2,482,996	
Giv Bux Global Partners Inc [Member]												
Ownership percentage		100.00%										
Common Stock [Member]												
Issuance of shares						16,667					16,667	266,667
Net loss												
Giv Bux Global Partners Inc [Member]												
Issuance of shares	78,125,000	78,125,000										
Reverse stock split		1-for-20 reverse split										
Giv Bux Global Partners Inc [Member] Common Stock [Member]												
Issuance of shares	74,218,050											

**SCHEDULE OF
COMPUTATION OF
DILUTED NET LOSS
EXCLUDED FROM ANTI
DILUTIVE (Details) - shares**

9 Months Ended		12 Months Ended	
Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Dec. 31, 2022

[Convertible Notes \[Member\]](#)

[Antidilutive Securities Excluded from Computation of Earnings
Per Share \[Line Items\]](#)

[Convertible notes](#)

1,251,403	269,043	406,044	186,517
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**SCHEDULE OF FAIR
VALUE ASSETS AND
LIABILITIES MEASURED
ON RECURRING BASIS
(Details) - USD (\$)**

Sep. 30, 2024 Dec. 31, 2023 Dec. 31, 2022

Platform Operator, Crypto Asset [Line Items]

Derivative assets

Derivative liabilities 276,286 32,241

Fair Value, Inputs, Level 1 [Member]

Platform Operator, Crypto Asset [Line Items]

Derivative assets

Derivative liabilities

Fair Value, Inputs, Level 2 [Member]

Platform Operator, Crypto Asset [Line Items]

Derivative assets

Derivative liabilities

Fair Value, Inputs, Level 3 [Member]

Platform Operator, Crypto Asset [Line Items]

Derivative assets

Derivative liabilities \$ 276,286 \$ 32,241

**SUMMARY OF
SIGNIFICANT
ACCOUNTING POLICIES** **Sep. 30, 2024 Dec. 31, 2023 Mar. 01, 2021**
(Details Narrative)

[Accounting Policies \[Abstract\]](#)

[Operating lease term](#) 12 months 12 months 3 years

SCHEDULE OF LEASE EXPENSE (Details) - USD (\$)	3 Months Ended		9 Months Ended		12 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Dec. 31, 2022
Leases [Abstract]						
Operating lease cost		\$ 90,666	\$ 60,444	\$ 271,998	\$ 362,664	\$ 362,664
Short-term lease cost	140,264	8,336	335,734	22,736		
Sublease income		(26,000)	(1,500)	(90,900)		
Total lease cost	\$ 140,264	\$ 73,002	\$ 394,678	\$ 203,834	\$ 362,664	\$ 362,664

**SCHEDULE OF
SUPPLEMENTAL CASH
FLOW INFORMATION
RELATED TO LEASES
(Details) - USD (\$)**

Leases [Abstract]

	9 Months Ended			12 Months Ended	
	Mar. 01, 2021	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Dec. 31, 2022
<u>Operating cash flows from operating leases</u>	\$ 29,250	\$ 337,797	\$ 301,594	\$ 372,473	\$ 350,608
<u>Weighted-average remaining lease term - operating leases (year)</u>			4 months 28 days	1 month 28 days	1 year 1 month 28 days
<u>Weighted-average discount rate operating leases</u>		0.00%	3.35%	3.35%	3.35%

**SCHEDULE OF
 SUPPLEMENTAL
 BALANCE SHEET
 INFORMATION RELATED TO LEASES (Details) - USD**

Sep. 30, 2024 Dec. 31, 2023 Dec. 31, 2022

(\$)

Leases [Abstract]

<u>Operating lease right-of-use asset</u>	\$ 60,357	\$ 415,285
<u>Current portion</u>	62,323	364,738
<u>Non-current portion</u>		62,323
<u>Total</u>	\$ 62,323	\$ 427,061

**SCHEDULE OF FUTURE
MINIMUM LEASE
PAYMENTS (Details) - USD** Sep. 30, 2024 Dec. 31, 2023 Dec. 31, 2022
(**\$**)

Leases [Abstract]

<u>2024</u>	\$ 62,411	
<u>Thereafter</u>		
<u>Total</u>	62,411	
<u>Less imputed interest</u>	(88)	
<u>Total</u>	\$ 62,323	\$ 427,061

LEASES (Details Narrative)	9 Months Ended			12 Months Ended	
- USD (\$)	Mar. 01, 2021	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Dec. 31, 2022
Leases [Abstract]					
Operating lease term	3 years	12 months		12 months	
Operating lease payments	\$ 29,250	\$ 337,797	\$ 301,594	\$ 372,473	\$ 350,608
Operating lease term	12 months				

		2	Months	3 Months Ended	9 Months Ended	12 Months Ended			
RELATED PARTY ITEMS (Details Narrative) - USD (\$)		Months Ended	Nov. 30, 2022	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Dec. 31, 2022
Related Party Transaction [Line Items]									
Interest expense						\$ 6,207	\$ 10,789	\$ 12,779	\$ 1,306
Interest expense				\$ 86,613		86,613		\$ 60,669	\$ 34,872
Unsecured interest rate								5.00%	
Shares issued for compensation								16,667	266,667
Share based compensation							37,500	\$ 37,500	\$ 240,000
Accrued liabilities				\$ 954,113		\$ 954,113		\$ 714,986	\$ 335,377
Shares of common stock				94,579,434		94,579,434		88,579,434	88,512,767
Management fees				\$ 10,287	\$ 212,167	\$ 2,331,590	410,642	\$ 435,717	\$ 278,154
Common Stock [Member]									
Related Party Transaction [Line Items]									
Shares issued for compensation					16,667			16,667	266,667
Related Party [Member]									
Related Party Transaction [Line Items]									
Borrowings				31,940	\$ 148,988	31,940	148,988	\$ 157,828	
Repayment to related parties						98,047	109,950	148,552	
Interest expense						20,326	\$ 21,560	28,750	
Notes payable related parties				868,747		868,747		934,854	\$ 925,578
Interest expense				\$ 111,732		\$ 111,732		\$ 91,406	62,657
Unsecured interest rate				3.00%		3.00%		3.00%	
Due to related party				\$ 3,275		\$ 3,275		\$ 3,275	\$ 3,275
Shares issued for compensation							25,000	25,000	
Share based compensation							\$ 37,500	\$ 37,500	
Accrued fees								120,000	
Management fees								\$ 0	
Related Party [Member] Common Stock [Member]									
Related Party Transaction [Line Items]									
Share based compensation				\$ 240,000					

Shares of common stock	160,000
Shares issued price per share	\$ 1.50
Related Party [Member] Chief Executive Officer [Member]	
Related Party Transaction [Line Items]	
Accrued liabilities	\$ 33,000
Management fees	\$ 9,000
Related Party [Member] Chief Executive Officer [Member] Common Stock [Member]	
Related Party Transaction [Line Items]	
Shares issued for compensation	160,000

**SCHEDULE OF
ACCOUNTS PAYABLE
AND ACCRUED
LIABILITIES (Details) -
USD (\$)**

Sep. 30, 2024 Dec. 31, 2023 Dec. 31, 2022

Payables and Accruals [Abstract]

<u>Trade payable</u>	\$ 174,296	\$ 174,475	\$ 48,149
<u>Bank overdraft</u>			28
<u>Salary payable</u>	368,000	278,000	158,000
<u>Accrued interest</u>	86,613	60,669	34,872
<u>Other current liabilities</u>	499,500	376,317	142,477
<u>Accounts payable and accrued liabilities</u>	\$ 1,128,409	\$ 889,461	\$ 383,526

SCHEDULE OF LOANS PAYABLE (Details) - USD (\$)	9 Months Ended		12 Months Ended	
	Dec. 26, 2023	Sep. 30, 2024	Dec. 31, 2023	Dec. 31, 2022
<u>Short-Term Debt [Line Items]</u>				
<u>Total loans payable</u>		\$ 525,150	\$ 422,150	\$ 28,000
<u>Maturity date</u>	Apr. 18, 2024			
<u>Interest rate</u>			5.00%	
<u>Less: Unamortized debt discount</u>			\$ (23,904)	
<u>Loans payable</u>		525,150	398,246	28,000
<u>Less: Current portion</u>		525,150	398,246	28,000
<u>Long-term portion</u>				
<u>Loan payable</u>		525,150	398,246	28,000
<u>January 19, 2022 [Member]</u>				
<u>Short-Term Debt [Line Items]</u>				
<u>Total loans payable</u>		12,500	12,500	12,500
<u>Principal amount</u>		\$ 12,500	\$ 12,500	
<u>Maturity date</u>		Jan. 19, 2023	Jan. 19, 2023	
<u>Interest rate</u>		7.00%	7.00%	
<u>March 07, 2022 [Member]</u>				
<u>Short-Term Debt [Line Items]</u>				
<u>Total loans payable</u>		\$ 3,000	\$ 3,000	3,000
<u>Principal amount</u>		\$ 3,000	\$ 3,000	
<u>Maturity date</u>		Mar. 07, 2023	Mar. 07, 2023	
<u>Interest rate</u>		7.00%	7.00%	
<u>October 13, 2022 [Member]</u>				
<u>Short-Term Debt [Line Items]</u>				
<u>Total loans payable</u>		\$ 12,500	\$ 12,500	12,500
<u>Principal amount</u>		\$ 25,000	\$ 25,000	
<u>Maturity date</u>		Oct. 13, 2023	Oct. 13, 2023	
<u>Interest rate</u>		7.00%	7.00%	
<u>January 31, 2023 [Member]</u>				
<u>Short-Term Debt [Line Items]</u>				
<u>Total loans payable</u>		\$ 100,000	\$ 100,000	
<u>Principal amount</u>		\$ 100,000	\$ 100,000	
<u>Interest rate</u>		0.00%		
<u>Maturity date</u>		Due on demand	Due on demand	
<u>February 09, 2023 [Member]</u>				
<u>Short-Term Debt [Line Items]</u>				
<u>Total loans payable</u>		\$ 10,000	\$ 10,000	
<u>Principal amount</u>		\$ 10,000	\$ 10,000	
<u>Interest rate</u>		0.00%		
<u>Maturity date</u>		Due on demand	Due on demand	
<u>March 01, 2023 [Member]</u>				

Short-Term Debt [Line Items]

<u>Total loans payable</u>	\$ 50,000	\$ 50,000
<u>Principal amount</u>	\$ 50,000	\$ 50,000
<u>Interest rate</u>	0.00%	
<u>Maturity date</u>	Due on demand	Due on demand

April 05, 2023 [Member]

Short-Term Debt [Line Items]

<u>Total loans payable</u>	\$ 25,000	\$ 25,000
<u>Principal amount</u>	\$ 25,000	\$ 25,000
<u>Maturity date</u>	Aug. 03, 2023	Aug. 03, 2023
<u>Interest rate</u>	15.00%	15.00%

May 19, 2023 [Member]

Short-Term Debt [Line Items]

<u>Total loans payable</u>	\$ 4,000	\$ 4,000
<u>Principal amount</u>	\$ 4,000	\$ 4,000
<u>Interest rate</u>	0.00%	
<u>Maturity date</u>	Due on demand	Due on demand

June 20, 2023 [Member]

Short-Term Debt [Line Items]

<u>Total loans payable</u>	\$ 40,000	\$ 40,000
<u>Principal amount</u>	\$ 40,000	\$ 40,000
<u>Maturity date</u>	Sep. 18, 2023	Sep. 18, 2023
<u>Interest rate</u>	12.00%	12.00%

July 12, 2023 [Member]

Short-Term Debt [Line Items]

<u>Total loans payable</u>	\$ 4,150	\$ 4,150
<u>Principal amount</u>	\$ 4,150	\$ 4,150
<u>Interest rate</u>	0.00%	
<u>Maturity date</u>	Due on demand	Due on demand

July 17, 2023 [Member]

Short-Term Debt [Line Items]

<u>Total loans payable</u>	\$ 50,000	\$ 50,000
<u>Principal amount</u>	\$ 50,000	\$ 50,000
<u>Interest rate</u>	0.00%	
<u>Maturity date</u>	Due on demand	Due on demand

October 06, 2023 [Member]

Short-Term Debt [Line Items]

<u>Total loans payable</u>	\$ 10,000	\$ 10,000
<u>Principal amount</u>	\$ 10,000	\$ 10,000
<u>Maturity date</u>	Oct. 06, 2024	Oct. 06, 2024
<u>Interest rate</u>	7.00%	7.00%

December 06, 2023 [Member]

Short-Term Debt [Line Items]

<u>Total loans payable</u>	\$ 2,000	\$ 1,000
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Principal amount	\$ 1,000	\$ 1,000
Interest rate	0.00%	
Maturity date	Due on demand	Due on demand
December 26, 2023 [Member]		
Short-Term Debt [Line Items]		
Total loans payable	\$ 100,000	\$ 100,000
Principal amount	\$ 100,000	\$ 100,000
Maturity date	Apr. 18, 2024	Apr. 18, 2024
Interest rate	0.00%	0.00%
February 9, 2024 [Member]		
Short-Term Debt [Line Items]		
Total loans payable	\$ 1,000	
Principal amount	\$ 1,000	
Interest rate	0.00%	
Maturity date	Due on demand	
July 17, 2024 [Member]		
Short-Term Debt [Line Items]		
Total loans payable	\$ 37,000	
Principal amount	\$ 37,000	
Maturity date	Jan. 15, 2025	
Interest rate	5.00%	
August 14, 2024 [Member]		
Short-Term Debt [Line Items]		
Total loans payable	\$ 64,000	
Principal amount	\$ 64,000	
Maturity date	Jan. 15, 2025	
Interest rate	5.00%	

LOANS PAYABLE (Details Narrative) - USD (\$)	Dec. 26, 2023	9 Months Ended Sep. 30, 2024	Sep. 30, 2023	12 Months Ended Dec. 31, 2023	Dec. 31, 2022
Short-Term Debt [Line Items]					
Debt unpaid amount				\$ 93,000	
Debt instrument interest rate				5.00%	
Penalty				\$ 1,229	
Cash		\$ 64,655		41,870	\$ 41,951
Maturity date	Apr. 18, 2024				
Debt discount		130,506		18,070	
Interest expense debt		6,207	\$ 10,789	12,779	1,306
Amortization of debt discount		23,904		1,096	
Loans payable		525,150		422,150	28,000
Amortization of debt discount		189,713	3,500	11,026	
Borrowings		103,000	283,150	369,150	40,500
Debt default long term debt amount		525,150		398,246	28,000
Promissory Note Agreement [Member]					
Short-Term Debt [Line Items]					
Principal amount	\$ 100,000				
Cash	\$ 75,000				
Maturity date	Apr. 18, 2024				
Debt discount	\$ 25,000				
Loans Payable [Member]					
Short-Term Debt [Line Items]					
Borrowings				394,150	40,500
Repayment of debt				0	12,500
Loans payable		525,150		422,150	28,000
Interest expense		20,291		14,085	1,306
Amortization of debt discount		0		23,904	\$ 0
Borrowings		103,000	\$ 283,150		
Six And Five Convertible Notes Payable [Member]					
Short-Term Debt [Line Items]					
Debt default long term debt amount		\$ 193,000		\$ 93,000	

**SCHEDULE OF
 CONVERTIBLE NOTES
 PAYABLE (Details) - USD
 (\$)**

Short-Term Debt [Line Items]

	Apr. 04, 2024	Dec. 26, 2023	9 Months Ended Sep. 30, 2024	12 Months Ended Dec. 31, 2023	Dec. 31, 2022
<u>Maturity date</u>		Apr. 18, 2024			
<u>Interest rate</u>				5.00%	
<u>Total carrying amount</u>			\$ 453,979	\$ 163,900	\$ 135,900
<u>Less: Unamortized debt discount</u>			(130,506)	(18,070)	
<u>Total convertible notes payable</u>			323,473	145,830	135,900
<u>Less: Current portion</u>			323,473	145,830	135,900

Long-term portion

Convertible Notes Payable [Member]

Short-Term Debt [Line Items]

<u>Issuance date</u>			Sep. 30, 2019	Sep. 30, 2019	
<u>Convertible notes payable</u>	\$ 100,000		\$ 30,000	\$ 30,000	
<u>Maturity date</u>	Oct. 03, 2024		Sep. 30, 2021	Sep. 30, 2021	
<u>Interest rate</u>	10.00%		8.00%	8.00%	
<u>Total carrying amount</u>			\$ 30,000	\$ 30,000	30,000
<u>Less: Unamortized debt discount</u>	\$ (10,679)				

Convertible Notes Payable One [Member]

Short-Term Debt [Line Items]

<u>Issuance date</u>			Jan. 29, 2020	Jan. 29, 2020	
<u>Convertible notes payable</u>			\$ 10,000	\$ 10,000	
<u>Maturity date</u>			Jan. 29, 2021	Jan. 29, 2021	
<u>Interest rate</u>			8.00%	8.00%	
<u>Total carrying amount</u>			\$ 10,000	\$ 10,000	10,000

Convertible Notes Payable Two [Member]

Short-Term Debt [Line Items]

<u>Issuance date</u>			Feb. 26, 2020	Feb. 26, 2020	
<u>Convertible notes payable</u>			\$ 10,000	\$ 10,000	
<u>Maturity date</u>			Feb. 26, 2021	Feb. 26, 2021	
<u>Interest rate</u>			8.00%	8.00%	
<u>Total carrying amount</u>			\$ 10,000	\$ 10,000	10,000

Convertible Notes Payable Three [Member]

Short-Term Debt [Line Items]

<u>Issuance date</u>			Mar. 06, 2020	Mar. 06, 2020	
<u>Convertible notes payable</u>			\$ 7,500	\$ 7,500	
<u>Maturity date</u>			Mar. 06, 2021	Mar. 06, 2021	
<u>Interest rate</u>			8.00%	8.00%	
<u>Total carrying amount</u>			\$ 7,500	\$ 7,500	7,500

Convertible Notes Payable Four [Member]

Short-Term Debt [Line Items]

<u>Issuance date</u>	Mar. 05, 2020	Mar. 05, 2020	
<u>Convertible notes payable</u>	\$ 3,700	\$ 3,700	
<u>Maturity date</u>	Mar. 05, 2021	Mar. 05, 2021	
<u>Interest rate</u>	8.00%	8.00%	
<u>Total carrying amount</u>	\$ 5,900	\$ 5,900	5,900

Convertible Notes Payable Five [Member]**Short-Term Debt [Line Items]**

<u>Issuance date</u>	Mar. 09, 2020	Mar. 09, 2020	
<u>Convertible notes payable</u>	\$ 1,200	\$ 1,200	
<u>Maturity date</u>	Mar. 09, 2021	Mar. 09, 2021	
<u>Interest rate</u>	8.00%	8.00%	
<u>Total carrying amount</u>	\$ 1,200	\$ 1,200	1,200

Convertible Notes Payable Six [Member]**Short-Term Debt [Line Items]**

<u>Issuance date</u>	Mar. 26, 2020	Mar. 26, 2020	
<u>Convertible notes payable</u>	\$ 60,000	\$ 60,000	
<u>Maturity date</u>	Mar. 26, 2021	Mar. 26, 2021	
<u>Interest rate</u>	10.00%	10.00%	
<u>Total carrying amount</u>	\$ 60,000	\$ 60,000	60,000

Convertible Notes Payable Seven [Member]**Short-Term Debt [Line Items]**

<u>Issuance date</u>	Mar. 05, 2021	Mar. 05, 2021	
<u>Convertible notes payable</u>	\$ 11,300	\$ 11,300	
<u>Maturity date</u>	Mar. 05, 2022	Mar. 05, 2022	
<u>Interest rate</u>	8.00%	8.00%	
<u>Total carrying amount</u>	\$ 11,300	\$ 11,300	11,300

Convertible Notes Payable Eight [Member]**Short-Term Debt [Line Items]**

<u>Issuance date</u>	Jul. 11, 2023	Jul. 11, 2023	
<u>Convertible notes payable</u>	\$ 11,000	\$ 11,000	
<u>Maturity date</u>	Jul. 11, 2024	Jul. 11, 2024	
<u>Interest rate</u>	7.00%	7.00%	
<u>Total carrying amount</u>	\$ 11,000	\$ 11,000	

Convertible Notes Payable Nine [Member]**Short-Term Debt [Line Items]**

<u>Issuance date</u>	Aug. 22, 2023	Aug. 22, 2023	
<u>Convertible notes payable</u>	\$ 10,000	\$ 10,000	
<u>Maturity date</u>	Aug. 22, 2024	Aug. 22, 2024	
<u>Interest rate</u>	7.00%	7.00%	
<u>Total carrying amount</u>	\$ 10,000	\$ 10,000	

Convertible Notes Payable Ten [Member]**Short-Term Debt [Line Items]**

<u>Issuance date</u>	Nov. 01, 2023	Nov. 01, 2023	
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Convertible notes payable	\$ 7,000	\$ 7,000
Maturity date	Oct. 31, 2024	Oct. 31, 2024
Interest rate	7.00%	7.00%
Total carrying amount	\$ 7,000	\$ 7,000

[Convertible Notes Payable Eleven](#)
[\[Member\]](#)

[Short-Term Debt \[Line Items\]](#)

Issuance date	Apr. 04, 2024
Convertible notes payable	\$ 28,600
Maturity date	Oct. 03, 2024
Interest rate	10.00%
Total carrying amount	\$ 28,600

[Convertible Notes Payable Twelve](#)
[\[Member\]](#)

[Short-Term Debt \[Line Items\]](#)

Issuance date	Apr. 23, 2024
Convertible notes payable	\$ 5,000
Maturity date	Apr. 23, 2025
Interest rate	10.00%
Total carrying amount	\$ 5,000

[Convertible Notes Payable Thirteen](#)
[\[Member\]](#)

[Short-Term Debt \[Line Items\]](#)

Issuance date	May 07, 2024
Convertible notes payable	\$ 14,111
Maturity date	Oct. 03, 2024
Interest rate	10.00%
Total carrying amount	\$ 14,111

[Convertible Notes Payable Fourteen](#)
[\[Member\]](#)

[Short-Term Debt \[Line Items\]](#)

Issuance date	May 08, 2024
Convertible notes payable	\$ 25,000
Maturity date	May 08, 2025
Interest rate	10.00%
Total carrying amount	\$ 25,000

[Convertible Notes Payable Fifteen](#)
[\[Member\]](#)

[Short-Term Debt \[Line Items\]](#)

Issuance date	May 08, 2024
Convertible notes payable	\$ 25,000
Maturity date	May 08, 2025
Interest rate	20.00%
Total carrying amount	\$ 25,000

[Convertible Notes Payable Sixteen](#)

[\[Member\]](#)

[Short-Term Debt \[Line Items\]](#)

<u>Issuance date</u>	May 17, 2024
<u>Convertible notes payable</u>	\$ 5,556
<u>Maturity date</u>	Oct. 03, 2024
<u>Interest rate</u>	10.00%
<u>Total carrying amount</u>	\$ 5,556

[Convertible Notes Payable Seventeen](#)

[\[Member\]](#)

[Short-Term Debt \[Line Items\]](#)

<u>Issuance date</u>	May 31, 2024
<u>Convertible notes payable</u>	\$ 3,333
<u>Maturity date</u>	Oct. 03, 2024
<u>Interest rate</u>	10.00%
<u>Total carrying amount</u>	\$ 3,333

[Convertible Notes Payable Eighteen](#)

[\[Member\]](#)

[Short-Term Debt \[Line Items\]](#)

<u>Issuance date</u>	Jun. 05, 2024
<u>Convertible notes payable</u>	\$ 25,000
<u>Maturity date</u>	Jun. 01, 2025
<u>Interest rate</u>	10.00%
<u>Total carrying amount</u>	\$ 25,000

[Convertible Notes Payable Nineteen](#)

[\[Member\]](#)

[Short-Term Debt \[Line Items\]](#)

<u>Issuance date</u>	Jun. 06, 2024
<u>Convertible notes payable</u>	\$ 25,000
<u>Maturity date</u>	Jun. 06, 2025
<u>Interest rate</u>	10.00%
<u>Total carrying amount</u>	\$ 25,000

[Convertible Notes Payable Twenty](#)

[\[Member\]](#)

[Short-Term Debt \[Line Items\]](#)

<u>Issuance date</u>	Jun. 07, 2024
<u>Convertible notes payable</u>	\$ 2,500
<u>Maturity date</u>	Jun. 01, 2025
<u>Interest rate</u>	10.00%
<u>Total carrying amount</u>	\$ 2,500

[Convertible Notes Payable Twenty One](#)

[\[Member\]](#)

[Short-Term Debt \[Line Items\]](#)

<u>Issuance date</u>	Jun. 10, 2024
<u>Convertible notes payable</u>	\$ 5,000

Maturity date	Jun. 01, 2025
Interest rate	10.00%
Total carrying amount	\$ 5,000
Convertible Notes Payable Twenty Two	
[Member]	
Short-Term Debt [Line Items]	
Issuance date	Jun. 11, 2024
Convertible notes payable	\$ 5,000
Maturity date	Jun. 01, 2025
Interest rate	10.00%
Total carrying amount	\$ 5,000
Convertible Notes Payable Twenty Three	
[Member]	
Short-Term Debt [Line Items]	
Issuance date	Jun. 17, 2024
Convertible notes payable	\$ 2,500
Maturity date	Jun. 01, 2025
Interest rate	10.00%
Total carrying amount	\$ 2,500
Convertible Notes Payable Twenty Four	
[Member]	
Short-Term Debt [Line Items]	
Issuance date	Jun. 27, 2024
Convertible notes payable	\$ 700
Maturity date	Jun. 27, 2025
Interest rate	10.00%
Total carrying amount	\$ 700
Convertible Notes Payable Twenty Five	
[Member]	
Short-Term Debt [Line Items]	
Issuance date	Jul. 02, 2024
Convertible notes payable	\$ 6,667
Maturity date	Oct. 03, 2024
Interest rate	10.00%
Total carrying amount	\$ 6,667
Convertible Notes Payable Twenty Six	
[Member]	
Short-Term Debt [Line Items]	
Issuance date	Jul. 29, 2024
Convertible notes payable	\$ 6,667
Maturity date	Oct. 03, 2024
Interest rate	10.00%
Total carrying amount	\$ 6,667
Convertible Notes Payable Twenty Seven	
[Member]	

Short-Term Debt [Line Items]

<u>Issuance date</u>	Aug. 09, 2024
<u>Convertible notes payable</u>	\$ 16,667
<u>Maturity date</u>	Oct. 03, 2024
<u>Interest rate</u>	10.00%
<u>Total carrying amount</u>	\$ 16,667

Convertible Notes Payable Twenty Eight
[Member]

Short-Term Debt [Line Items]

<u>Issuance date</u>	Aug. 14, 2024
<u>Convertible notes payable</u>	\$ 27,778
<u>Maturity date</u>	Oct. 03, 2024
<u>Interest rate</u>	10.00%
<u>Total carrying amount</u>	\$ 27,778

Convertible Notes Payable Twenty Nine
[Member]

Short-Term Debt [Line Items]

<u>Issuance date</u>	Jul. 02, 2024
<u>Convertible notes payable</u>	\$ 6,000
<u>Maturity date</u>	Jun. 01, 2025
<u>Interest rate</u>	10.00%
<u>Total carrying amount</u>	\$ 6,000

Convertible Notes Payable Thirty [Member]

Short-Term Debt [Line Items]

<u>Issuance date</u>	Jul. 03, 2024
<u>Convertible notes payable</u>	\$ 4,000
<u>Maturity date</u>	Jun. 01, 2025
<u>Interest rate</u>	10.00%
<u>Total carrying amount</u>	\$ 4,000

Convertible Notes Payable Thirty One
[Member]

Short-Term Debt [Line Items]

<u>Issuance date</u>	Jul. 17, 2024
<u>Convertible notes payable</u>	\$ 25,000
<u>Maturity date</u>	Jul. 17, 2025
<u>Interest rate</u>	10.00%
<u>Total carrying amount</u>	\$ 25,000

Convertible Notes Payable Thirty Two
[Member]

Short-Term Debt [Line Items]

<u>Issuance date</u>	Aug. 22, 2024
<u>Convertible notes payable</u>	\$ 25,000
<u>Maturity date</u>	Aug. 19, 2025
<u>Interest rate</u>	10.00%
<u>Total carrying amount</u>	\$ 25,000

			9 Months Ended	12 Months Ended	
CONVERTIBLE NOTES PAYABLE (Details Narrative)	Apr. 04, 2024 USD (\$) d	Dec. 26, 2023	Sep. 30, 2024 USD (\$) d \$ / shares	Sep. 30, 2023 USD (\$)	Dec. 31, 2023 USD (\$) d \$ / shares
Interest rate					5.00%
Initial consideration obtained			\$ 279,400	\$ 21,000	\$ 28,000 \$ 101,241
Trading days d			10		10
Derivative debt discount					\$ 28,000
Day 1 loss on derivative			\$ 48,249	1,406	2,935
Interest and debt expense			19,988	9,275	12,769 12,072
Unamortized debt discount					9,930 0
Issuance of convertible notes			290,079	21,000	
Maturity date		Apr. 18, 2024			
Original issue discount value			130,506		18,070
Amortization debt discount			189,713	3,500	11,026
Convertible notes payable			453,979		163,900 135,900
Accrued interest			\$ 86,613		\$ 60,669 34,872
Two Investors [Member]					
Interest rate					7.00%
Debt, conversion ratio					25
Convertible promissory note					\$ 28,000
Convertible Notes Payable [Member]					
Interest rate	10.00%		8.00%		8.00%
Conversion price \$ / shares			\$ 0.50		\$ 0.50
Debt, conversion ratio	55				25
Convertible debt					100,000
Initial consideration obtained			\$ 98,700		101,241
Repayments of convertible debt					\$ 101,241
Shares issued shares					101,241
Convertible promissory note	\$ 100,000		30,000		\$ 30,000
Trading days d	20				
Unamortized debt discount			\$ 130,506		\$ 18,070
Original issue discount percentage	10.00%		10.00%		
Maturity date	Oct. 03, 2024		Sep. 30, 2021		Sep. 30, 2021
Original issue discount value	\$ 10,679				
Amortization debt discount			\$ 165,809	\$ 3,500	
Convertible notes payable			30,000		\$ 30,000 \$ 30,000
Accrued interest			66,322		46,335
Convertible Notes Payable [Member] Common Stock [Member]					

Conversion price \$ / shares		\$ 1
Initial Convertible Notes Payable [Member]		
Convertible promissory note	109,379	
Seven (7) Convertible Notes Payable [Member]		
Convertible promissory note	\$ 180,700	
Six Convertible Notes Payable [Member]		
Interest rate term	12 months	
Ten (10) and Eight (8) Convertible Notes Payable [Member]		
Debt default long term debt amount	\$ 156,900	\$ 135,000
Minimum [Member] Convertible Notes Payable [Member]		
Interest rate term	5 months	1 year
Interest rate	7.00%	7.00%
Debt, conversion ratio	25	
Minimum [Member] Seven (7) Convertible Notes Payable [Member]		
Interest rate	10.00%	
Debt, conversion ratio	25	
Maximum [Member] Convertible Notes Payable [Member]		
Interest rate term	1 year	2 years
Interest rate	10.00%	10.00%
Debt, conversion ratio	45	
Maximum [Member] Seven (7) Convertible Notes Payable [Member]		
Interest rate	20.00%	
Debt, conversion ratio	45	

**SCHEDULE OF
ESTIMATED FAIR
VALUES OF THE
LIABILITIES MEASURED
ON A RECURRING BASIS
(Details)**

	9 Months Ended	12 Months Ended
	Sep. 30, 2024	Dec. 31, 2023
		Dec. 31, 2022
<u>Term</u>		0 years
<u>Measurement Input, Price Volatility [Member]</u>		
<u>Derivative liability measurement input</u>		0
<u>Measurement Input, Expected Dividend Rate [Member]</u>		
<u>Derivative liability measurement input</u>		
<u>Measurement Input, Risk Free Interest Rate [Member]</u>		
<u>Derivative liability measurement input</u>		0.00
<u>Minimum [Member]</u>		
<u>Term</u>	3 days	7 months 6 days
<u>Minimum [Member] Measurement Input, Price Volatility [Member]</u>		
<u>Derivative liability measurement input</u>	0	262
<u>Minimum [Member] Measurement Input, Risk Free Interest Rate [Member]</u>		
<u>Derivative liability measurement input</u>	3.98	4.79
<u>Maximum [Member]</u>		
<u>Term</u>	1 year	1 year
<u>Maximum [Member] Measurement Input, Price Volatility [Member]</u>		
<u>Derivative liability measurement input</u>	304	365
<u>Maximum [Member] Measurement Input, Risk Free Interest Rate [Member]</u>		
<u>Derivative liability measurement input</u>	5.39	5.46

SCHEDULE OF CHANGES IN THE DERIVATIVE LIABILITIES (Details) - USD (\$)	9 Months Ended		12 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Dec. 31, 2022
<u>Platform Operator, Crypto Asset [Line Items]</u>				
<u>Balance - December 31, 2023</u>	\$ 32,241			
<u>Addition of new derivatives recognized as debt discounts</u>	23,904		1,096	
<u>Addition of new derivatives recognized as loss on derivatives</u>	48,249	1,406	2,935	
<u>Balance - September 30, 2024</u>	276,286		32,241	
<u>Fair Value, Inputs, Level 3 [Member]</u>				
<u>Platform Operator, Crypto Asset [Line Items]</u>				
<u>Balance - December 31, 2023</u>	32,241			
<u>Addition of new derivatives recognized as debt discounts</u>	267,566		28,000	
<u>Addition of new derivatives recognized as loss on derivatives</u>	48,249		2,935	
<u>Gain on change in fair value of the derivative</u>	(71,770)		1,306	
<u>Balance - September 30, 2024</u>	\$ 276,286		\$ 32,241	

**SCHEDULE OF
AGGREGATE LOSS ON
DERIVATIVES (Details) -
USD (\$)**

3 Months Ended		9 Months Ended		12 Months Ended	
Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Dec. 31, 2022

Derivative Liabilities

Day one loss due to derivative liabilities on convertible note

\$ 48,249 \$ 1,406 \$ 2,935

Loss (gain) on change in fair value of the derivative liabilities

(71,770) 7,091 1,306

Total

\$ (48,200) \$ 8,497 \$ (23,521) \$ 8,497 \$ 4,241

STOCKHOLDERS' EQUITY (Details Narrative) - USD (\$)					3 Months Ended	9 Months Ended		12 Months Ended				
	Mar. 27, 2024	Oct. 02, 2023	Sep. 29, 2023	May 05, 2023	Jun. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Dec. 31, 2022	Oct. 31, 2022	Jun. 30, 2021
Accumulated Other Comprehensive Income (Loss) [Line Items]												
Common stock, shares authorized							100,000,000		100,000,000	100,000,000		
Preferred stock, par value							\$ 0.001		\$ 0.001	\$ 0.001		
Preferred stock, shares authorized							10,000,000		10,000,000	10,000,000		
Common stock issued for settlement of debts, shares										179,144		
Common stock issued for settlement of debts										\$ 179,144		
Common stock issued for cash, shares									16,667	266,667		
Common stock issued for cash						\$ 25,000			\$ 25,000	\$ 400,000		
Common stock issued for compensation management, shares								25,000		160,000		
Common stock issued for compensation management								\$ 37,500		\$ 240,000		
Common stock issued for compensation services, shares									25,000	145,856		
Common stock issued for compensation services					\$ 2,280,000	\$ 43,688			\$ 58,250	\$ 218,784		
Common stock issued for compensation management, shares									25,000			
Common stock issued for compensation management									\$ 37,500			
Common stock, shares outstanding							94,579,434		88,579,434	88,512,767		
Preferred stock, shares issued							0		0	0		
Preferred stock, shares outstanding							0		0	0		
Subscription Arrangements [Member] Investor [Member]												
Accumulated Other Comprehensive Income (Loss) [Line Items]												
Share price				\$ 1.50								
Common stock issued for cash, shares				40,000								
Common stock issued for cash				\$ 60,000								
Consulting Agreements [Member]												
Accumulated Other Comprehensive Income (Loss) [Line Items]												
Common stock issued for compensation services, shares		70,000	88,572,767									
Common stock issued for compensation services		\$ 5,000										
Issuance shares of restricted common stock	6,000,000						6,000,000					

Restricted stock market value	\$ 2,280,000		
Series A Preferred Stock			
[Member]			
Accumulated Other			
Comprehensive Income			
(Loss) [Line Items]			
Preferred shares issued upon conversion			1,000,000
Preferred stock, shares issued		0	
Preferred stock, shares outstanding		0	
Series B Preferred Stock			
[Member]			
Accumulated Other			
Comprehensive Income			
(Loss) [Line Items]			
Preferred shares issued upon conversion	1,000,000	1,000,000	
Share price	\$ 20	\$ 20	
Preferred stock, shares issued		0	
Preferred stock, shares outstanding		0	
Series C Preferred Stock			
[Member]			
Accumulated Other			
Comprehensive Income			
(Loss) [Line Items]			
Preferred stock, par value			\$ 0.001
Preferred shares issued upon conversion			1,000,000
Preferred stock, shares issued		0	
Preferred stock, shares outstanding		0	
Common Stock [Member]			
Accumulated Other			
Comprehensive Income			
(Loss) [Line Items]			
Common stock, shares authorized	110,000,000	110,000,000	
Common stock issued for settlement of debts, shares			179,144
Common stock issued for settlement of debts			\$ 179
Common stock issued for cash, shares	16,667	16,667	266,667
Common stock issued for cash	\$ 17	\$ 17	\$ 267
Common stock issued for compensation services, shares	6,000,000 25,000	25,000	145,856
Common stock issued for compensation services	\$ 6,000 \$ 25	\$ 25	\$ 146

SCHEDULE OF INCOME TAX EXPENSES (BENEFIT) (Details) - USD (\$)	3 Months Ended		9 Months Ended		12 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Dec. 31, 2022
Income Tax Disclosure						
[Abstract]						
Net operating loss carry forward					\$ (1,011,212)	\$ (796,713)
Effective Tax rate					21.00%	21.00%
Income tax expenses(benefit)					\$ (212,355)	\$ (167,310)
Less: Valuation Allowance					212,355	167,310
Income tax expenses(benefit)						

**SCHEDULE OF
DEFERRED TAX ASSET Dec. 31, 2023 Dec. 31, 2022
(Details) - USD (\$)**

[Income Tax Disclosure \[Abstract\]](#)

<u>Deferred tax assets</u>	\$ 720,748	\$ 508,393
<u>Valuation allowance</u>	(720,748)	(508,393)
<u>Net deferred tax assets</u>		

**INCOME TAXES (Details
Narrative)**

**12 Months Ended
Dec. 31, 2023
USD (\$)**

Income Tax Disclosure

[Abstract]

Net operating losses

\$ 3,432,000

Carryforwards

Operating loss carryforwards,
expiration description

NOLs generated in tax years prior to July 31, 2018, can be carryforward for twenty years, whereas NOLs generated after July 31, 2018, can be carryforward indefinitely.

Operating loss carryforwards,
limitations on use, description

In accordance with Section 382 of the U.S. Internal Revenue Code, the usage of the Company's net operating loss carry forwards are subject to annual limitations following greater than 50% ownership changes.

Income tax examination,
description

The Company's tax returns are subject to examination by tax authorities for the years ended December 31,2015 to December 31, 2023.

COMMITMENTS (Details Narrative) - USD (\$)	Oct. 02, 2023	Sep. 29, 2023	Dec. 15, 2022	Oct. 31, 2022	3 Months Ended		9 Months Ended	12 Months Ended		Sep. 28, 2022
					Jun. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Dec. 31, 2023	Dec. 31, 2022	
Stock issued during period, shares								25,000	145,856	
Common stock issued for cash, shares								16,667	266,667	
Stock issued during period, value, issued						\$ 25,000		\$ 25,000	\$ 400,000	
Stock issued during period, value, issued for services					\$ 2,280,000	\$ 43,688		\$ 58,250	\$ 218,784	
Series B Convertible Preferred Stock [Member] Share-Based Payment Arrangement, Tranche One [Member]										
Common stock issued for cash, shares							500,000	500,000		
Common Stock [Member] Stock issued during period, shares					6,000,000	25,000		25,000	145,856	
Common stock issued for cash, shares						16,667		16,667	266,667	
Stock issued during period, value, issued						\$ 17		\$ 17	\$ 267	
Stock issued during period, value, issued for services					\$ 6,000	\$ 25		\$ 25	\$ 146	
Two Consulting Agreements [Member]										
Stock issued during period, shares				100,000						
Two Consulting Agreements [Member] Consultant [Member]										
Stock issued during period, shares				150,000				150,000		
Accrued consulting expenses								\$ 349,500		
Two Consulting Agreements [Member] Common Stock [Member]										
Stock issued during period, shares				200,000						
Common stock issued for cash, shares									50,000	
Stock issued price per share									\$ 1.50	

Stock issued during period, value, issued		\$ 75,000
Share Exchange Agreement [Member]		
Percentage of issued and outstanding shares of capital stock		100.00%
Share Exchange Agreement [Member] Series B Convertible Preferred Stock [Member]		
Stock issued	500,000	1,000,000
Share Exchange Agreement [Member] Series B Convertible Preferred Stock [Member] Share-Based Payment Arrangement, Tranche One [Member]		
Stock issued during period, value, issued	\$ 2,500,000	
Share Exchange Agreement [Member] Series B Convertible Preferred Stock [Member] Share-Based Payment Arrangement, Tranche Two [Member]		
Common stock issued for cash, shares	500,000	
Consulting Agreements [Member]		
Stock issued during period, shares	70,000 88,572,767	
Stock issued during period, value, issued for services	\$ 5,000	
Mutual Venture Agreement [Member]		
Contract with customer, asset owned		\$ 100,000 \$ 100,000

SUBSEQUENT EVENTS
(Details Narrative) - shares

Sep. 30, 2024 Mar. 11, 2024 Dec. 31, 2023 Dec. 31, 2022

[Subsequent Event \[Line Items\]](#)

[Transfer agent to remove restrictive legend, shares](#) 100,000,000 100,000,000 100,000,000

[Subsequent Event \[Member\] | Director \[Member\]](#)

[Subsequent Event \[Line Items\]](#)

[Transfer agent to remove restrictive legend, shares](#) 5,000.000

1. **Introduction**

2. **Background**

3. **Methodology**

4. **Results**

5. **Discussion**

6. **Conclusion**

7. **References**

8. **Appendix**

9. **Figure 1**

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229. **Figure**

1. **Introduction**
The purpose of this document is to provide a comprehensive overview of the project's objectives, scope, and deliverables. It serves as a reference for all stakeholders involved in the project.

2. **Project Objectives**
The primary objectives of this project are to develop a robust system that meets the following criteria:

- 1. **Performance:** The system must be able to handle a high volume of transactions and maintain a response time of less than 100ms.
- 2. **Scalability:** The system should be able to scale horizontally to accommodate future growth.
- 3. **Security:** The system must implement strong security measures to protect sensitive data.
- 4. **Reliability:** The system should have a high availability and uptime of 99.9%.

3. **Scope**
The project scope includes the development, testing, and deployment of the system. It also includes the documentation of the system architecture and the user manual.

4. **Deliverables**
The project will deliver the following items:

- 1. **System Architecture:** A detailed diagram showing the components of the system and their interactions.
- 2. **Source Code:** The complete source code for the system, including all modules and libraries.
- 3. **Test Results:** A report detailing the results of all unit, integration, and system tests.
- 4. **User Manual:** A comprehensive guide for users to understand and operate the system.

5. **Conclusion**
This document provides a clear and concise summary of the project's goals and expectations. It is essential for all team members to understand these details to ensure the successful completion of the project.

[illegible]

[illegible]

1. The first step in the process of creating a business plan is to conduct a market analysis. This involves researching the industry, identifying potential customers, and understanding the competitive landscape. A thorough market analysis is essential for developing a realistic business plan and for making informed decisions about the viability of the business.

2. The second step is to define the business's mission and vision. The mission statement should clearly articulate the purpose of the business and the values it stands for. The vision statement should describe the long-term goals and aspirations of the business. These statements provide a clear direction for the business and serve as a guide for decision-making.

3. The third step is to develop a marketing strategy. This involves identifying the target market, determining the most effective ways to reach that market, and developing a plan for promoting the business. A well-defined marketing strategy is crucial for attracting customers and generating revenue.

4. The fourth step is to create a financial plan. This involves estimating the costs of starting and operating the business, determining the expected revenue, and calculating the break-even point. A detailed financial plan is necessary for understanding the financial requirements of the business and for securing financing.

5. The fifth step is to write the business plan. This involves putting all the information gathered in the previous steps into a coherent and professional document. The business plan should be clear, concise, and easy to understand. It should provide a comprehensive overview of the business and its future prospects.

6. The sixth step is to present the business plan to potential investors or lenders. This involves making a compelling case for the business, highlighting its strengths and potential, and addressing any concerns or questions. A well-prepared presentation can significantly increase the chances of securing the necessary funding.

7. The seventh step is to implement the business plan. This involves putting the plan into action, monitoring progress, and making adjustments as needed. Successful implementation requires strong leadership, effective communication, and a commitment to excellence.

8. The eighth step is to evaluate the business's performance. This involves regularly reviewing financial statements, customer feedback, and other key performance indicators. Regular evaluation allows the business owner to identify areas for improvement and to make data-driven decisions about the future of the business.

9. The ninth step is to seek professional advice. Consulting with experienced business advisors, such as accountants, lawyers, and marketing experts, can provide valuable insights and guidance. Professional advice can help the business owner avoid common pitfalls and make more informed decisions.

10. The tenth step is to stay motivated and persistent. Starting a business is a challenging journey that often involves setbacks and obstacles. Staying motivated and persistent is essential for overcoming these challenges and achieving long-term success.

1. The first step in the process of identifying and understanding the needs of the community is to conduct a needs assessment. This involves gathering information about the community's current situation, including its strengths, weaknesses, and resources. This information is then used to identify the community's most pressing needs and to develop a plan of action to address them.

2. The second step in the process is to develop a plan of action. This involves identifying the specific actions that need to be taken to address the community's needs. This plan should be developed in consultation with the community, as they are the ones who know best what they need and how to achieve it.

3. The third step in the process is to implement the plan of action. This involves putting the plan into practice and monitoring its progress. This step is often the most challenging, as it requires the community to take action and to work together to achieve their goals.

4. The fourth step in the process is to evaluate the results of the plan of action. This involves assessing the impact of the plan and determining whether it has been successful in addressing the community's needs. This evaluation should be conducted regularly, as the community's needs may change over time.

5. The fifth step in the process is to revise the plan of action as needed. This involves making changes to the plan based on the results of the evaluation and the community's feedback. This step is essential for ensuring that the plan remains relevant and effective.

6. The sixth step in the process is to continue to monitor and evaluate the community's needs. This involves ongoing communication with the community and regular assessment of their needs. This step is essential for ensuring that the community's needs are being met and that the plan remains effective.

7. The seventh step in the process is to celebrate the community's achievements. This involves recognizing the community's efforts and successes in addressing their needs. This step is important for building the community's confidence and motivation to continue to work towards their goals.

8. The eighth step in the process is to share the community's story. This involves sharing the community's experiences and successes with others. This step is important for inspiring others to take action and for building a sense of community.

9. The ninth step in the process is to continue to work towards the community's goals. This involves ongoing commitment and effort to address the community's needs. This step is essential for ensuring that the community's needs are being met and that the plan remains effective.

10. The tenth step in the process is to reflect on the process and learn from the experience. This involves taking time to think about what worked and what didn't work, and using this information to improve the process for the future. This step is essential for ensuring that the community's needs are being met and that the plan remains effective.

1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to determine what consumers want and what they are willing to pay for. This research can be done through a variety of methods, including surveys, focus groups, and interviews with potential customers.

2. Once a market need has been identified, the next step is to develop a product concept. This involves creating a detailed description of the product, including its features, benefits, and target market. The product concept should also include a marketing strategy, which outlines how the product will be promoted and sold.

3. The third step in the process is to develop a business plan. This involves creating a detailed financial plan for the product, including estimates of costs, revenues, and profits. The business plan should also include a marketing strategy, which outlines how the product will be promoted and sold.

4. The fourth step in the process is to develop a prototype. This involves creating a physical model of the product, which can be used to test the product's design and functionality. The prototype should be built using the same materials and processes that will be used to produce the final product.

5. The fifth step in the process is to conduct a pilot test. This involves selling the product to a small group of customers, in order to test the product's market acceptance and to gather feedback from customers. The pilot test should be conducted in a controlled environment, in order to ensure that the results are accurate and reliable.

6. The sixth step in the process is to launch the product. This involves selling the product to a large number of customers, in order to generate revenue and to build a customer base. The launch should be supported by a marketing campaign, which includes advertising, promotion, and public relations activities.

7. The seventh step in the process is to monitor the product's performance. This involves tracking sales, revenues, and profits, in order to determine the product's success. The performance should be monitored over a period of time, in order to ensure that the product is meeting its goals and to identify any areas for improvement.

8. The eighth step in the process is to evaluate the product's success. This involves comparing the product's performance to the goals that were set at the beginning of the process. The evaluation should take into account all of the factors that have influenced the product's success, including market conditions, competition, and the quality of the product.

9. The ninth step in the process is to make any necessary adjustments. This involves making changes to the product, the marketing strategy, or the business plan, in order to improve the product's performance. The adjustments should be based on the feedback that has been received from customers and on the results of the pilot test.

10. The tenth step in the process is to continue to monitor the product's performance. This involves tracking sales, revenues, and profits, in order to determine the product's long-term success. The performance should be monitored over a period of time, in order to ensure that the product is meeting its goals and to identify any areas for improvement.

1. The first step in the process of the investigation is to identify the problem or issue that needs to be investigated. This involves gathering information about the situation and identifying the key issues that need to be addressed.

2. The second step is to develop a plan of action. This involves identifying the goals of the investigation, the methods that will be used to collect data, and the timeline for the investigation.

3. The third step is to collect data. This involves gathering information from a variety of sources, including interviews, observations, and documents.

4. The fourth step is to analyze the data. This involves identifying patterns and trends in the data, and determining the causes of the problem or issue.

5. The fifth step is to develop recommendations. This involves identifying the actions that need to be taken to address the problem or issue, and determining the resources that will be needed to implement these actions.

6. The sixth step is to implement the recommendations. This involves putting the recommendations into action and monitoring the progress of the implementation.

7. The seventh step is to evaluate the results. This involves assessing the effectiveness of the investigation and the implementation of the recommendations, and determining the lessons learned from the process.

8. The eighth step is to communicate the findings. This involves sharing the results of the investigation with the relevant stakeholders, and providing them with the information they need to make informed decisions.

9. The ninth step is to follow up. This involves monitoring the progress of the implementation of the recommendations, and providing support and assistance as needed.

10. The tenth step is to review the process. This involves reflecting on the investigation process, and identifying areas for improvement for future investigations.

1. The first step in the process of the development of a new product is the identification of the market need. This is done by conducting market research, which involves gathering information about the target market, its size, and its needs. This information is then used to develop a product concept that meets the needs of the market.

2. The second step is the development of a business plan. This plan outlines the company's goals, objectives, and strategies for achieving them. It also includes a detailed financial forecast, which shows the expected revenue and expenses over a period of time. The business plan is used to attract investors and to guide the company's operations.

3. The third step is the development of a prototype. This is a physical model of the product that is used to test its design and functionality. The prototype is typically made from a material that is easy to work with, such as wood or plastic. It is used to identify any design flaws and to make necessary adjustments before the final product is developed.

4. The fourth step is the development of a marketing plan. This plan outlines the company's strategies for promoting and selling the product. It includes information about the target market, the competitive landscape, and the company's unique selling proposition. The marketing plan is used to guide the company's marketing efforts and to ensure that the product is effectively promoted to the target market.

5. The fifth step is the development of a production plan. This plan outlines the company's strategies for manufacturing the product. It includes information about the production process, the required resources, and the expected timeline. The production plan is used to guide the company's production efforts and to ensure that the product is manufactured efficiently and effectively.

6. The sixth step is the development of a distribution plan. This plan outlines the company's strategies for distributing the product. It includes information about the distribution channels, the required resources, and the expected timeline. The distribution plan is used to guide the company's distribution efforts and to ensure that the product is distributed effectively to the target market.

7. The seventh step is the development of a sales plan. This plan outlines the company's strategies for selling the product. It includes information about the sales team, the sales process, and the expected timeline. The sales plan is used to guide the company's sales efforts and to ensure that the product is sold effectively to the target market.

8. The eighth step is the development of a customer support plan. This plan outlines the company's strategies for providing customer support. It includes information about the support team, the support process, and the expected timeline. The customer support plan is used to guide the company's customer support efforts and to ensure that customers are supported effectively.

9. The ninth step is the development of a financial plan. This plan outlines the company's strategies for managing its finances. It includes information about the company's revenue, expenses, and cash flow. The financial plan is used to guide the company's financial efforts and to ensure that the company is financially sound.

10. The tenth step is the development of a legal plan. This plan outlines the company's strategies for managing its legal affairs. It includes information about the company's legal structure, its legal obligations, and its legal risks. The legal plan is used to guide the company's legal efforts and to ensure that the company is legally compliant.

11. The eleventh step is the development of a human resources plan. This plan outlines the company's strategies for managing its human resources. It includes information about the company's workforce, its human resources needs, and its human resources policies. The human resources plan is used to guide the company's human resources efforts and to ensure that the company is effectively managed.

12. The twelfth step is the development of a risk management plan. This plan outlines the company's strategies for managing its risks. It includes information about the company's risks, its risk management strategies, and its risk management policies. The risk management plan is used to guide the company's risk management efforts and to ensure that the company is effectively managed.

13. The thirteenth step is the development of a quality management plan. This plan outlines the company's strategies for managing its quality. It includes information about the company's quality standards, its quality management strategies, and its quality management policies. The quality management plan is used to guide the company's quality management efforts and to ensure that the company is effectively managed.

14. The fourteenth step is the development of an environmental management plan. This plan outlines the company's strategies for managing its environmental impact. It includes information about the company's environmental impact, its environmental management strategies, and its environmental management policies. The environmental management plan is used to guide the company's environmental management efforts and to ensure that the company is effectively managed.

15. The fifteenth step is the development of a social management plan. This plan outlines the company's strategies for managing its social impact. It includes information about the company's social impact, its social management strategies, and its social management policies. The social management plan is used to guide the company's social management efforts and to ensure that the company is effectively managed.

16. The sixteenth step is the development of a governance plan. This plan outlines the company's strategies for managing its governance. It includes information about the company's governance structure, its governance policies, and its governance practices. The governance plan is used to guide the company's governance efforts and to ensure that the company is effectively managed.

17. The seventeenth step is the development of a compliance plan. This plan outlines the company's strategies for managing its compliance. It includes information about the company's compliance requirements, its compliance strategies, and its compliance policies. The compliance plan is used to guide the company's compliance efforts and to ensure that the company is effectively managed.

18. The eighteenth step is the development of a security plan. This plan outlines the company's strategies for managing its security. It includes information about the company's security risks, its security strategies, and its security policies. The security plan is used to guide the company's security efforts and to ensure that the company is effectively managed.

19. The nineteenth step is the development of an information management plan. This plan outlines the company's strategies for managing its information. It includes information about the company's information assets, its information management strategies, and its information management policies. The information management plan is used to guide the company's information management efforts and to ensure that the company is effectively managed.

20. The twentieth step is the development of a sustainability plan. This plan outlines the company's strategies for managing its sustainability. It includes information about the company's sustainability goals, its sustainability strategies, and its sustainability policies. The sustainability plan is used to guide the company's sustainability efforts and to ensure that the company is effectively managed.

1. The purpose of this document is to provide a comprehensive overview of the project's goals, objectives, and deliverables. This document will serve as a reference for all project-related activities and will be updated as the project progresses.

2. The project is aimed at developing a new software application that will streamline the workflow of the department. The application will be designed to be user-friendly and efficient, allowing users to complete tasks more quickly and accurately.

3. The project is divided into several phases, each with its own set of tasks and deliverables. The phases are: Planning, Design, Development, Testing, and Deployment. Each phase will be completed sequentially, with the output of one phase serving as the input for the next.

4. The project team consists of several members, each with specific responsibilities. The team leader will oversee the project and ensure that all tasks are completed on time. Other team members will be responsible for specific tasks, such as design, development, and testing.

5. The project budget is estimated to be \$100,000. This budget includes all costs associated with the project, including salaries, materials, and other expenses. The budget will be monitored closely to ensure that the project stays within the allocated funds.

6. The project timeline is estimated to be 12 weeks. This timeline is based on the current scope of the project and the resources available. Any changes to the scope or resources will result in a revised timeline.

7. The project risks are identified and assessed. The risks include: lack of resources, changes in requirements, and technical challenges. Mitigation strategies have been developed to minimize the impact of these risks.

8. The project communication plan outlines the methods and frequency of communication between the project team and stakeholders. This plan ensures that all parties are kept informed of the project's progress and any changes.

9. The project success criteria are defined as the completion of the software application, meeting the requirements, and being accepted by the users. These criteria will be used to evaluate the project's success at the end of the project.

10. The project is subject to regular reviews and updates. These reviews will ensure that the project is on track and that any necessary changes are made in a timely manner.

1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to determine what consumers want and are willing to pay for. The next step is to develop a business plan, which outlines the company's goals, strategies, and financial projections. This plan is essential for securing funding and guiding the company's operations. Once the business plan is in place, the next step is to develop a prototype of the product. This involves creating a small-scale version of the product to test its feasibility and gather feedback from potential customers. The final step is to launch the product into the market. This involves marketing the product, distributing it, and providing customer support. The entire process is iterative, with the company constantly monitoring and improving its product and business plan.

2. The second step in the process of creating a new product is to develop a business plan. This involves outlining the company's goals, strategies, and financial projections. The business plan is a critical document that serves as a roadmap for the company's operations. It helps the company to identify its target market, determine its competitive advantage, and set realistic financial goals. The business plan also provides a framework for the company's marketing and sales strategies. Once the business plan is developed, the company can proceed to the next step in the process, which is to develop a prototype of the product.

3. The third step in the process of creating a new product is to develop a prototype. This involves creating a small-scale version of the product to test its feasibility and gather feedback from potential customers. The prototype is a crucial tool for the company to use in its marketing and sales efforts. It allows the company to demonstrate the product's features and benefits to potential customers and to identify any areas for improvement. The prototype also helps the company to estimate the cost of production and to determine the pricing strategy for the product. Once the prototype is developed, the company can proceed to the final step in the process, which is to launch the product into the market.

4. The fourth step in the process of creating a new product is to launch the product into the market. This involves marketing the product, distributing it, and providing customer support. The company must develop a comprehensive marketing strategy that includes advertising, public relations, and sales promotion. The company must also establish a distribution network that allows it to reach its target market effectively. Finally, the company must provide excellent customer support to ensure that customers are satisfied with their purchase. The entire process of creating a new product is a complex and challenging one, but it is essential for the success of any business.

5. The fifth step in the process of creating a new product is to monitor and improve the product and business plan. This involves continuously gathering feedback from customers and using it to make improvements to the product and the business plan. The company must also monitor its financial performance and adjust its strategies as needed. The entire process of creating a new product is an ongoing one, with the company constantly evolving and improving its product and business plan to stay competitive in the market.

1. The first step in the process of the scientific method is to make an observation or ask a question. This is often based on something you have noticed or something you want to know more about. For example, you might notice that a plant is growing in a certain way and wonder why. Or you might ask a question like "What makes a plant grow?"

2. The second step is to do background research. This means finding out what you already know about the topic you are studying. You can do this by reading books, articles, or looking up information on the internet. This helps you to understand the problem better and to see if you have already found the answer.

3. The third step is to form a hypothesis. This is a statement that you think is true about the problem you are studying. It is based on the information you have gathered in the background research. For example, you might say "I think that plants grow better in the sun than in the shade." This is your hypothesis.

4. The fourth step is to test your hypothesis. This means doing an experiment to see if your hypothesis is true. You can do this by growing two plants, one in the sun and one in the shade, and measuring how tall they grow. You can also do other experiments to test your hypothesis.

5. The fifth step is to analyze your data. This means looking at the results of your experiment and seeing if they support your hypothesis. If the plant in the sun grew taller than the plant in the shade, then your hypothesis is supported. If not, then your hypothesis is not supported.

6. The sixth step is to draw a conclusion. This means deciding if your hypothesis is true or false based on the results of your experiment. If your hypothesis is supported, then you can say that plants grow better in the sun than in the shade. If not, then you can say that plants grow better in the shade than in the sun.

7. The seventh step is to communicate your results. This means telling other people about what you have found. You can do this by writing a report, giving a presentation, or talking to your friends and family about your experiment.

8. The eighth step is to repeat the experiment. This means doing the experiment again to see if you get the same results. This helps to make sure that your results are correct and not just a one-time thing.

9. The ninth step is to use your results. This means using what you have learned from your experiment to solve other problems. For example, if you know that plants grow better in the sun, you can use this information to help a garden or a farmer.

10. The tenth step is to keep learning. This means always being open to new information and always wanting to know more. This is the most important step in the scientific method because it helps you to keep improving and learning new things.

1. The first step in the process of creating a business plan is to conduct a thorough market research. This involves gathering information about the industry, the target market, and the competition. The next step is to develop a clear and concise mission statement that defines the purpose and goals of the business. This statement should be based on a deep understanding of the market and the needs of the target audience. Once the mission statement is established, the next step is to create a detailed financial plan. This plan should include a budget, a cash flow statement, and a break-even analysis. It should also outline the expected revenue and expenses over a period of three to five years. The final step in the process is to develop a marketing and sales strategy. This strategy should be based on the findings of the market research and the goals of the business. It should outline the specific tactics and channels that will be used to reach the target market and generate sales. By following these steps, entrepreneurs can create a comprehensive business plan that provides a clear roadmap for the success of their business.

2. The second step in the process of creating a business plan is to develop a clear and concise mission statement. This statement should define the purpose and goals of the business, and it should be based on a deep understanding of the market and the needs of the target audience. The mission statement should be written in a way that is both inspiring and practical, and it should serve as a guiding principle for all of the business's activities. Once the mission statement is established, the next step is to create a detailed financial plan. This plan should include a budget, a cash flow statement, and a break-even analysis. It should also outline the expected revenue and expenses over a period of three to five years. The final step in the process is to develop a marketing and sales strategy. This strategy should be based on the findings of the market research and the goals of the business. It should outline the specific tactics and channels that will be used to reach the target market and generate sales. By following these steps, entrepreneurs can create a comprehensive business plan that provides a clear roadmap for the success of their business.

3. The third step in the process of creating a business plan is to create a detailed financial plan. This plan should include a budget, a cash flow statement, and a break-even analysis. It should also outline the expected revenue and expenses over a period of three to five years. The financial plan is a critical component of the business plan, as it provides a clear picture of the business's financial health and its ability to generate profit. Once the financial plan is established, the next step is to develop a marketing and sales strategy. This strategy should be based on the findings of the market research and the goals of the business. It should outline the specific tactics and channels that will be used to reach the target market and generate sales. By following these steps, entrepreneurs can create a comprehensive business plan that provides a clear roadmap for the success of their business.

4. The fourth step in the process of creating a business plan is to develop a marketing and sales strategy. This strategy should be based on the findings of the market research and the goals of the business. It should outline the specific tactics and channels that will be used to reach the target market and generate sales. The marketing and sales strategy is a critical component of the business plan, as it provides a clear picture of how the business will reach its target market and generate revenue. Once the marketing and sales strategy is established, the next step is to implement the business plan. This involves putting the plan into action and monitoring the business's progress over time. By following these steps, entrepreneurs can create a comprehensive business plan that provides a clear roadmap for the success of their business.

5. The fifth step in the process of creating a business plan is to implement the business plan. This involves putting the plan into action and monitoring the business's progress over time. The implementation of the business plan is a critical component of the business plan, as it provides a clear picture of how the business is performing and whether it is on track to achieve its goals. Once the business plan is implemented, the next step is to evaluate the business's performance. This involves comparing the actual results of the business to the goals and objectives outlined in the business plan. By following these steps, entrepreneurs can create a comprehensive business plan that provides a clear roadmap for the success of their business.

6. The sixth step in the process of creating a business plan is to evaluate the business's performance. This involves comparing the actual results of the business to the goals and objectives outlined in the business plan. The evaluation of the business's performance is a critical component of the business plan, as it provides a clear picture of how the business is performing and whether it is on track to achieve its goals. Once the business's performance is evaluated, the next step is to make adjustments to the business plan as needed. This involves identifying areas where the business is falling short of its goals and developing strategies to address these areas. By following these steps, entrepreneurs can create a comprehensive business plan that provides a clear roadmap for the success of their business.

7. The seventh step in the process of creating a business plan is to make adjustments to the business plan as needed. This involves identifying areas where the business is falling short of its goals and developing strategies to address these areas. The adjustment of the business plan is a critical component of the business plan, as it provides a clear picture of how the business is performing and whether it is on track to achieve its goals. Once the business plan is adjusted, the next step is to implement the adjusted plan. This involves putting the adjusted plan into action and monitoring the business's progress over time. By following these steps, entrepreneurs can create a comprehensive business plan that provides a clear roadmap for the success of their business.

8. The eighth step in the process of creating a business plan is to implement the adjusted business plan. This involves putting the adjusted plan into action and monitoring the business's progress over time. The implementation of the adjusted business plan is a critical component of the business plan, as it provides a clear picture of how the business is performing and whether it is on track to achieve its goals. Once the adjusted business plan is implemented, the next step is to evaluate the business's performance. This involves comparing the actual results of the business to the goals and objectives outlined in the adjusted business plan. By following these steps, entrepreneurs can create a comprehensive business plan that provides a clear roadmap for the success of their business.

9. The ninth step in the process of creating a business plan is to evaluate the business's performance. This involves comparing the actual results of the business to the goals and objectives outlined in the adjusted business plan. The evaluation of the business's performance is a critical component of the business plan, as it provides a clear picture of how the business is performing and whether it is on track to achieve its goals. Once the business's performance is evaluated, the next step is to make adjustments to the business plan as needed. This involves identifying areas where the business is falling short of its goals and developing strategies to address these areas. By following these steps, entrepreneurs can create a comprehensive business plan that provides a clear roadmap for the success of their business.

10. The tenth step in the process of creating a business plan is to make adjustments to the business plan as needed. This involves identifying areas where the business is falling short of its goals and developing strategies to address these areas. The adjustment of the business plan is a critical component of the business plan, as it provides a clear picture of how the business is performing and whether it is on track to achieve its goals. Once the business plan is adjusted, the next step is to implement the adjusted plan. This involves putting the adjusted plan into action and monitoring the business's progress over time. By following these steps, entrepreneurs can create a comprehensive business plan that provides a clear roadmap for the success of their business.

1. The first step in the process of creating a business plan is to conduct a market analysis. This involves researching the industry, identifying potential customers, and understanding the competitive landscape. A thorough market analysis is essential for developing a realistic business plan that takes into account the current market conditions and future trends.

2. Once the market analysis is complete, the next step is to define the business's mission and vision. The mission statement should clearly articulate the company's purpose and the value it aims to provide to its customers. The vision statement, on the other hand, should describe the long-term goals and aspirations of the business.

3. The third step in the process is to develop a detailed financial plan. This includes creating a budget, forecasting revenue and expenses, and determining the break-even point. A solid financial plan is crucial for assessing the financial viability of the business and for securing the necessary funding.

4. The fourth step is to create a marketing and sales strategy. This involves identifying the target market, selecting appropriate marketing channels, and developing a sales plan. A well-defined marketing and sales strategy is essential for reaching potential customers and generating revenue.

5. The final step in the process is to write the business plan itself. This document should provide a comprehensive overview of the business, including the market analysis, mission and vision statements, financial plan, and marketing and sales strategy. A well-written business plan is a critical tool for communicating the business's potential to investors, lenders, and other stakeholders.

6. Once the business plan is complete, the next step is to implement the plan. This involves putting the marketing and sales strategy into action, managing the business's finances, and monitoring progress against the goals and objectives outlined in the plan. Regular communication and reporting are essential for ensuring that the business remains on track and for making necessary adjustments as needed.

7. The final step in the process is to evaluate the business's performance and make adjustments as needed. This involves regularly reviewing financial statements, analyzing sales and marketing data, and seeking feedback from customers and stakeholders. A commitment to continuous improvement is essential for ensuring the long-term success of the business.

1. The first step in the process of creating a business plan is to conduct a market research. This involves gathering information about the industry, the target market, and the competition. This information is used to identify opportunities and threats, and to develop a marketing strategy.

2. The second step is to develop a financial plan. This involves estimating the costs of the business and the revenue it is expected to generate. This information is used to determine the profitability of the business and to develop a financing strategy.

3. The third step is to develop a management plan. This involves identifying the key personnel who will be responsible for running the business and their roles and responsibilities. This information is used to develop a management strategy.

4. The fourth step is to develop a risk management plan. This involves identifying the risks that the business faces and developing strategies to mitigate them. This information is used to develop a risk management strategy.

5. The fifth step is to develop a contingency plan. This involves identifying the potential problems that the business may face and developing strategies to deal with them. This information is used to develop a contingency strategy.

6. The sixth step is to develop a monitoring and evaluation plan. This involves identifying the key performance indicators (KPIs) that will be used to measure the success of the business and developing strategies to monitor and evaluate them. This information is used to develop a monitoring and evaluation strategy.

7. The seventh step is to develop a communication plan. This involves identifying the key messages that the business wants to communicate and developing strategies to communicate them. This information is used to develop a communication strategy.

8. The eighth step is to develop a legal plan. This involves identifying the legal requirements that the business must comply with and developing strategies to comply with them. This information is used to develop a legal strategy.

9. The ninth step is to develop a tax plan. This involves identifying the tax requirements that the business must comply with and developing strategies to comply with them. This information is used to develop a tax strategy.

10. The tenth step is to develop a final business plan. This involves combining all of the information from the previous steps into a single document. This document is used to guide the business and to communicate its strategy to others.

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Index	Text	Answer
1	What is the capital of France?	Paris
2	Who wrote 'The Great Gatsby'?	F. Scott Fitzgerald
3	What is the largest planet in our solar system?	Jupiter
4	What year did World War II end?	1945
5	What is the chemical symbol for water?	H ₂ O
6	Who painted the Mona Lisa?	Leonardo da Vinci
7	What is the capital of Japan?	Tokyo
8	What is the smallest country in the world?	Vatican City
9	What is the highest mountain in the world?	Mount Everest
10	What is the largest ocean on Earth?	Pacific Ocean
11	What is the capital of the United Kingdom?	London
12	What is the chemical formula for carbon dioxide?	CO ₂
13	Who wrote '1984'?	George Orwell
14	What is the largest city in the world?	Tokyo
15	What is the capital of Australia?	Canberra
16	What is the chemical symbol for gold?	Au
17	Who painted 'The Starry Night'?	Edvard Munch
18	What is the capital of Canada?	Ottawa
19	What is the largest island in the world?	Greenland
20	What is the chemical formula for table salt?	NaCl
21	Who wrote 'The Catcher in the Rye'?	J.D. Salinger
22	What is the capital of Brazil?	Brasilia
23	What is the largest continent?	Asia
24	What is the chemical symbol for silver?	Ag
25	Who painted 'The Persistence of Memory'?	Salvador Dalí
26	What is the capital of India?	New Delhi
27	What is the largest city in Europe?	London
28	What is the chemical formula for oxygen?	O ₂
29	Who wrote 'The Hobbit'?	J.R.R. Tolkien
30	What is the capital of South Africa?	Cape Town
31	What is the largest body of water in the world?	Indian Ocean
32	What is the chemical symbol for iron?	Fe
33	Who painted 'The Last Supper'?	Leonardo da Vinci
34	What is the capital of Russia?	Moscow
35	What is the largest city in North America?	New York City
36	What is the chemical formula for hydrogen?	H ₂
37	Who wrote 'The Lord of the Rings'?	J.R.R. Tolkien
38	What is the capital of China?	Beijing
39	What is the largest city in Africa?	Cairo
40	What is the chemical symbol for copper?	Cu
41	Who painted 'The Creation of Adam'?	Michelangelo
42	What is the capital of Italy?	Rome
43	What is the largest city in Asia?	Tokyo
44	What is the chemical formula for sulfur?	S ₈
45	Who wrote 'The Divine Comedy'?	Dante Alighieri
46	What is the capital of Germany?	Berlin
47	What is the largest city in South America?	Sao Paulo
48	What is the chemical symbol for mercury?	Hg
49	Who painted 'The Scream'?	Edvard Munch
50	What is the capital of Spain?	Madrid
51	What is the largest city in the Middle East?	Tokyo
52	What is the chemical formula for nitrogen?	N ₂
53	Who wrote 'The Odyssey'?	Homer
54	What is the capital of Sweden?	Stockholm
55	What is the largest city in Europe?	London
56	What is the chemical symbol for lead?	Pb
57	Who painted 'The Mona Lisa'?	Leonardo da Vinci
58	What is the capital of Norway?	Oslo
59	What is the largest city in North America?	New York City
60	What is the chemical formula for chlorine?	Cl ₂
61	Who wrote 'The Iliad'?	Homer
62	What is the capital of Denmark?	Copenhagen
63	What is the largest city in Asia?	Tokyo
64	What is the chemical symbol for zinc?	Zn
65	Who painted 'The Last Supper'?	Leonardo da Vinci
66	What is the capital of Greece?	Athens
67	What is the largest city in South America?	Sao Paulo
68	What is the chemical formula for phosphorus?	P ₄
69	Who wrote 'The Aeneid'?	Virgil
70	What is the capital of Finland?	Helsinki
71	What is the largest city in Europe?	London
72	What is the chemical symbol for tin?	Sn
73	Who painted 'The Starry Night'?	Edvard Munch
74	What is the capital of Portugal?	Lisbon
75	What is the largest city in North America?	New York City
76	What is the chemical formula for bromine?	Br ₂
77	Who wrote 'The Republic'?	Plato
78	What is the capital of Belgium?	Brussels
79	What is the largest city in Asia?	Tokyo
80	What is the chemical symbol for selenium?	Se
81	Who painted 'The Creation of Adam'?	Michelangelo
82	What is the capital of France?	Paris
83	What is the largest city in South America?	Sao Paulo
84	What is the chemical formula for iodine?	I ₂
85	Who wrote 'The Symposium'?	Plato
86	What is the capital of Austria?	Vienna
87	What is the largest city in Europe?	London
88	What is the chemical symbol for molybdenum?	Mo
89	Who painted 'The Last Supper'?	Leonardo da Vinci
90	What is the capital of Czech Republic?	Prague
91	What is the largest city in North America?	New York City
92	What is the chemical formula for cobalt?	Co
93	Who wrote 'The Nicomachean Ethics'?	Aristotle
94	What is the capital of Hungary?	Budapest
95	What is the largest city in Asia?	Tokyo
96	What is the chemical symbol for nickel?	Ni
97	Who painted 'The Starry Night'?	Edvard Munch
98	What is the capital of Slovakia?	Bratislava
99	What is the largest city in North America?	New York City
100	What is the chemical formula for manganese?	Mn

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1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to understand the current market landscape, identify gaps, and determine the target audience. Once a market need is identified, the next step is to develop a concept for the new product. This involves brainstorming ideas, creating a prototype, and testing the concept with potential customers. Once the concept is validated, the next step is to develop a business plan. This involves determining the costs of production, marketing, and distribution, as well as the expected revenue and profit. Once the business plan is complete, the next step is to secure funding. This can be done through a variety of methods, including venture capital, angel investors, and crowdfunding. Once funding is secured, the next step is to develop a marketing strategy. This involves identifying the target audience, creating a brand identity, and developing a plan for reaching the target audience. Once the marketing strategy is developed, the next step is to launch the product. This involves manufacturing the product, distributing it, and promoting it to the target audience. Finally, the last step in the process is to monitor the product's performance. This involves tracking sales, customer feedback, and market trends to ensure the product is meeting its goals and making any necessary adjustments.

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