

NOTE PURCHASE AGREEMENT

THIS NOTE PURCHASE AGREEMENT (this “**Agreement**”) is made as of _____, 2016, by and among Ziphub, Inc., a Wyoming corporation (the “**Company**”), and each of the persons and entities executing an Addendum to this Agreement (an “**Addendum**”) in substantially the form attached hereto as Schedule 1 (each, an “**Investor**” and collectively, the “**Investors**”).

1.

Authorization, Sale and Issuance of Notes/Warrants

(a) *Authorization.* The Company has authorized the sale and issuance of up to \$2,000,000 of Promissory Notes with associated Warrants to purchase Common Stock of the Company in substantially the form attached hereto as Exhibit A (collectively, the “**Notes**”).

(b) *Sale and Issuance of Notes.* Subject to the terms and conditions of this Agreement, each Investor agrees, severally and not jointly, to purchase, and the Company agrees to sell and issue to each Investor, a Note in the original principal amount as set forth on the Investor’s Addendum. The Company’s agreement with each Investor is a separate agreement, and the sale and issuance of the Note to each Investor is a separate sale and issuance.

2.

Closing and Delivery

(a) *Closing.*

(i) The purchase, sale and issuance of the Notes shall take place at one or more closings (each of which is a “**Closing**”) at such dates and places as the Company and the Investors so determine, and each Closing shall be effective upon the full execution of this Agreement and the satisfaction (or waiver thereof) of the conditions to closing set forth in this Agreement; provided, that the Initial Closing (as defined below) must be for at least Two Hundred and Fifty Thousand Dollars (\$250,000) of the Notes.

(ii) If less than all of the Notes are sold and issued at the initial Closing on the date hereof (the “**Initial Closing**”), then, subject to the terms and conditions of this Agreement, the Company may sell and issue at one or more subsequent Closings (each, a “**Subsequent Closing**”), within 180 days after the Initial Closing, up to the balance of the Notes to such persons or entities as may be approved by the Company in its sole discretion. Any such sale and issuance in a Subsequent Closing shall be on the same terms and conditions as those contained herein, and shall not require an amendment to this Agreement except to add each such Investor’s name to the appropriate exhibit to this Agreement, and the Company and the applicable Investor(s) shall have the respective rights and obligations hereunder and thereunder, in each case as of the date of the applicable Subsequent Closing. Each Subsequent Closing shall take place at such date, time and place as shall be approved by the Company and the applicable Investor(s), so long as such Subsequent Closing occurs not later than 180 days after the Initial Closing.

(b) *Issuance.* At each Closing, the Company will issue to each Investor a Note in the original principal amount set forth in such Investor's Addendum against receipt of the purchase price of such Note.

3. Representations and Warranties of the Company

A Schedule of Exceptions, if necessary, shall be delivered to the Investors in connection with each Closing. Except as set forth on the Schedule of Exceptions delivered to the Investors at the applicable Closing, the Company hereby represents and warrants to the Investors as of each such Closing:

(a) *Organization and Standing.* The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Wyoming and has full corporate power and authority to conduct its business as presently conducted, to enter into and perform this Agreement, and to carry out the transactions contemplated by this Agreement. The Company 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. As used herein, "**Material Adverse Effect**" means a material adverse effect on the business, assets, liabilities, financial condition, property or results of operations of the Company.

(b) *Capitalization.* The capitalization of the Company consists, immediately prior to the Initial Closing, of 160,000,000 authorized shares of Common Stock, par value \$.0001 per share, of which 110,515,000 shares are issued and outstanding.

(c) *Subsidiaries.* The Company has no subsidiaries nor owns or controls, directly or indirectly, any other corporation, association or business entity.

(d) *Authorized Sale of Notes.* The sale and delivery of the Notes in accordance with this Agreement have been or will be, on or prior to the Closing, duly authorized by all necessary corporate action on the part of the Company.

(e) *Authority for Agreement.* The execution, delivery, and performance by the Company of this Agreement and all other agreements required to be entered into by it pursuant to this Agreement have been or will be, on or prior to the Closing, duly authorized by all necessary corporate action, and duly executed and delivered by the Company. This Agreement and such other agreements referenced herein to which the Company is a party shall constitute valid and binding obligations of the Company enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. The execution of and performance of the transactions contemplated by this Agreement and such other agreements to be executed and delivered by the Company hereunder and compliance with their provisions by the Company will not violate any provision of law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents or any other

agreement or instrument to which the Company is a party or by which it or any of its properties is bound.

(f) *Governmental Consents.* Assuming the accuracy of the representations made by Investors in Section 4 of this Agreement, no consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with, any governmental authority is required on the part of the Company in connection with the execution and delivery of this Agreement, the offer, sale, and delivery of the Notes, or the other transactions to be consummated at the Closing, except such filings as may be required pursuant to Regulation D of the Securities Act and applicable state securities laws as shall have been timely made prior to or immediately following the Closing. Assuming the accuracy of the representations made by Investors in Section 4 of this Agreement, the offer and sale of the Notes to Investors will be exempt from registration under applicable federal and state securities laws.

(g) *Litigation.* There is no order, action, suit, proceeding, or investigation pending, or, to the Company's knowledge, threatened against or involving the Company.

(h) *Intellectual Property.* The Company owns or possesses sufficient legal rights to all intellectual property used in the Company's business, without any known conflict with, or infringement of, the rights of others. To the Company's knowledge, no product or service marketed or sold by the Company violates any license or infringes any intellectual property rights of any other person. The Company has not received any communications alleging that the Company has violated or, by conducting its business, would violate any of the patents, trademarks, service marks, trade names, copyrights, trade secrets, mask works or other proprietary rights or processes of any other person. Each employee and consultant has assigned to the Company all intellectual property rights he or she owns that are related to the Company's business.

(i) *Property and Assets.* With the exception of those properties and assets that are leased or licensed from a third party, the Company has good title to all of its material properties and assets, including all material properties, assets and intellectual property, and none of such material properties, assets or intellectual property is subject to any mortgage, pledge, lien, security interest, lease, charge or other encumbrance.

(j) *Compliance.* The Company has, in all material respects, complied with all laws, regulations, and orders applicable to its business, including, without limitation, laws and regulations with respect to privacy and data and credit card security. The Company has all permits, licenses and any similar authority necessary for the conduct of its business, the lack of which could reasonably be expected to have a Material Adverse Effect.

(k) *Employees.* To the Company's knowledge, none of its employees is obligated under any contract or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with such employee's ability to promote the interest of the Company or that would materially conflict with the Company's business.

(l) *Taxes.* There are no federal, state, county, local or foreign taxes due and payable by the Company which have not been timely paid. There are no accrued and unpaid federal,

state, local or foreign taxes of the Company which are due, whether or not assessed or disputed. There have been no examinations or audits of any tax returns or reports by any applicable federal, state, local or foreign governmental agency. The Company has timely filed all federal, state, county, local, and foreign tax returns required to have been filed by it, and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year.

(m) *Brokers or Finders.* Neither the Company nor any of its shareholders have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement.

(n) *Bad Actor.* None of the Company, any of its predecessors, any manager, executive officer, other officer of the Company participating in the offering of the Notes, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to any of the "**Bad Actor**" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event.

4.

Representations and Warranties of the Investors

Each Investor hereby, severally and not jointly, represents and warrants to the Company as follows:

(a) *No Registration.* The Investor understands that the Notes (and any securities to be issued upon exercise of the associated Warrants) have not been, and will not be, registered under the Securities Act of 1933, as amended (the "**Securities Act**"), by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Investor's representations as expressed herein or otherwise made pursuant hereto.

(b) *Investment Intent.* The Investor is acquiring the Note for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and that the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor further represents that it does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to any of the Note.

(c) *Investment Experience.* The Investor has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company and acknowledges that the Investor can protect its own interests. The Investor has such knowledge and experience in financial and business matters so that the Investor is capable of evaluating the merits and risks of its investment in the Company.

(d) *Speculative Nature of Investment.* The Investor understands and acknowledges that the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks. The Investor can bear the economic risk of the Investor's investment and is able to hold the Note for an indefinite period of time and to suffer a complete loss of such Investor's investment.

(e) *Access to Data.* The Investor has had an opportunity to ask questions of, and receive answers from, the managers and officers of the Company concerning this Agreement, the exhibits and schedules attached hereto, and the transactions contemplated by this Agreement, as well as the Company's business, management and financial affairs, which questions were answered to its satisfaction. The Investor understands that such discussions, as well as any information issued by the Company, were intended to describe certain aspects of the Company's business and prospects, but were not necessarily a thorough or exhaustive description. The Investor acknowledges that any business plans or other materials prepared by the Company have been, and continue to be, subject to change and that any such projections are necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the projections will not materialize or will vary significantly from actual results. The Investor also acknowledges that it is not relying on any statements or representations of the Company or its agents for legal advice with respect to this investment or the transactions contemplated by this Agreement. Nothing contained in this Section 4, however, limits or modifies the representations and warranties of the Company contained in Section 3 of this Agreement or any other agreement entered into by the Investor and the Company or the right of the Investor to rely thereon.

(f) *Accredited Investor.* The Investor is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission under the Securities Act and shall submit to the Company such further assurances of such status as may be reasonably requested by the Company.

(g) *Residency.* The residency of the Investor (or, in the case of an entity, such entity's principal place of business) is correctly set forth on such Investor's Addendum.

(h) *Rule 144.* The Investor acknowledges that the Note (and any securities acquired upon exercise of the associated Warrants) must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. The Investor is aware of the provisions of Rule 144 promulgated under the Securities Act which may permit limited resale of the Note purchased in a private placement subject to the satisfaction of certain conditions, including among other things, the existence of a public market for the Notes, the availability of certain current public information about the Company, the resale occurring not less than one year after a party has purchased and paid for the security to be sold, the sale being effected through a "broker's transaction" or in transactions directly with a "market maker" and the number or dollar amount of Notes being sold during any three-month period not exceeding specified limitations. The Investor understands that the current public information referred to above is not now available and the Company has no present plans to make such information available. The Investor acknowledges and understands that the Company may not be satisfying the current public information requirement of Rule 144 at the time the Investor wishes to sell the Note and that, in such event, the Investor may be precluded from selling such securities under Rule 144, even if the other requirements of Rule 144 have been satisfied. The Investor

acknowledges that, in the event all of the requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Note.

(i) *No Public Market.* The Investor understands and acknowledges that no public market now exists for any of the securities issued by the Company and that the Company has made no assurances that a public market will ever exist for the Company's securities.

(j) *Authorization; Organization; Good Standing.*

(i) The Investor, if an entity, is duly organized, validly existing, and in good standing under the laws of the State or jurisdiction in which it was incorporated or otherwise organized.

(ii) The Investor has all requisite power and authority to execute and deliver this Agreement, to purchase the Note hereunder and to carry out and perform its obligations under the terms of such documents. All action on the part of the Investor necessary for the authorization, execution, delivery and performance of this Agreement has been taken or will be taken prior to the Closing.

(iii) The Agreement, when executed and delivered by the Investor, will constitute a valid and legally binding obligation of the Investor, enforceable in accordance with their terms except: (A) to the extent that the indemnification provisions contained in the Company's organizational documents may be limited by applicable law and principles of public policy, (B) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (C) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general principles of equity.

(iv) No consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be obtained by the Investor in connection with the execution and delivery of this Agreement by the Investor or the performance of the Investor's obligations hereunder.

(k) *Brokers or Finders.* The Investor has not engaged any brokers, finders or agents, and neither the Company nor any other Investor has, nor will, incur, directly or indirectly, as a result of any action taken by the Investor, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement.

(l) *Advisors.* The Investor has reviewed with its own advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. With respect to such matters, the Investor relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Investor understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

(m) *Understanding of Risks.* The Investor recognizes that an investment in the Notes involves significant risks, including without limitation, those risks described in Exhibit C hereto, and the Investor understands and accepts such risks.

(n) *No Disqualification Event.* Such Investor nor, to the extent it has them, any of its shareholders, members, managers, general or limited partners, directors, affiliates or executive officers (collectively with the Investor, the “**Investor Covered Persons**”), are subject to any Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) of Regulation D. Such Investor has exercised reasonable care to determine whether any Investor Covered Person is subject to a Disqualification Event. The purchase of the Notes by the Investor will not subject the Company to any Disqualification Event.

(o) *Legends.* The Investor understands and agrees that the Note and any other securities issued in respect of the conversion of the Note, shall bear the following legend or substantially similar legend (in addition to any legend required by applicable state securities laws):

“THE SECURITIES REPRESENTED BY THIS INSTRUMENT 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, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”

5.

Conditions to Investors’ Obligation to Close

Each Investor’s obligation to purchase a Note at a Closing is subject to the fulfillment on or before such Closing of each of the following conditions, unless waived in writing by the applicable Investor purchasing the Note in such Closing:

(a) *Representations and Warranties.* The representations and warranties made by the Company in Section 3 shall be true and correct in all respects as of the date made and in all respects as of the date of such Closing.

(b) *Covenants.* All covenants, agreements and conditions contained in this Agreement to be performed by the Company on or prior to such Closing shall have been performed or complied with in all respects.

(c) *Authorizations.* All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state or third party that are required in connection with the lawful issuance and sale of the Notes pursuant to this Agreement shall be obtained and in full force and effect at each Closing.

(d) *Other Documents.* All corporate and other proceedings in connection with the transactions contemplated by this Agreement and all documents incident hereto shall be reasonably satisfactory in form and substance to the Investors, and the Investors (or their counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested.

6.

Conditions to Company's Obligation to Close

The Company's obligation to sell and issue the Notes at each Closing is subject to the fulfillment on or before such Closing of the following conditions, unless waived in writing by the Company:

(a) *Representations and Warranties.* The representations and warranties made by the Investors in Section 4 shall be true and correct in all respects as of the date of such Closing.

(b) *Covenants.* All covenants, agreements and conditions contained in the Agreements to be performed by Investors on or prior to the date of such Closing shall have been performed or complied with in all respects.

(c) *Compliance with Securities Laws.* The Company shall be satisfied that the offer and sale of the Notes shall be qualified or exempt from registration or qualification under all applicable federal and state securities laws (including receipt by the Company of all necessary blue sky law permits and qualifications required by any state, if any).

7.

Covenants of the Company

(a) *Use of Proceeds.* The proceeds of the sale and issuance of the Notes shall be used and applied by the Company for general working capital and other business uses.

8.

General Provisions

(a) *Amendment.* Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the Investors holding Notes representing a majority of the aggregate principal balance of all outstanding Notes held by all Investors; *provided, however*, that Investors purchasing Notes at a Subsequent Closing may become parties to this Agreement in accordance with Section 2(a)(ii) without any amendment of this Agreement pursuant to this paragraph or any consent or approval of any other Investor. Any such amendment, waiver, discharge or termination effected in accordance with this paragraph shall be binding upon each holder of any securities purchased under this Agreement at the time outstanding (including securities into which such securities have been converted or exchanged or for which such securities have been exercised) and each future holder of all such securities. Each Investor acknowledges that by the operation of this paragraph, the holders of Notes representing a majority of the outstanding principal balance of all Notes held by Investors will have the right and power to diminish or eliminate all rights of such Investor under this Agreement.

(b) *Notices.* All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand or by messenger addressed:

(i) if to an Investor, at the Investor's address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof; or

(ii) if to the Company, one copy should be sent to the address set forth beneath the Company's signature line to this Agreement, Attn: President, or at such other address as the Company shall have furnished to the Investors.

With respect to any notice given by the Company under any provision of the Act or this Agreement, each Investor agrees that such notice may be given by facsimile or by electronic mail. Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid or, if sent by facsimile, upon confirmation of facsimile transfer or, if sent by electronic mail, upon confirmation of delivery when directed to the applicable electronic mail address.

(c) *Expenses.* The Company and the Investors shall each pay their own expenses in connection with the transactions contemplated by this Agreement.

(d) *Governing Law; Venue.* This Agreement shall be governed in all respects by the internal laws of the State of Texas without regard to provisions regarding conflicts of laws. The parties agree that any suit, action or other legal proceedings arising out of this Warrant shall be brought solely in any federal or state court located in or exercising jurisdiction over Tarrant County, Texas. Each party hereby submits to the jurisdiction of such court(s) and waives any rights such party may have to request a change of venue or removal to another court.

(e) *Further Assurances.* Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to effectuate this Agreement.

(f) *Successors and Assigns.* This Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by any Investor without the prior written consent of the Company. Any attempt by an Investor without such permission to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

(g) *Entire Agreement.* This Agreement, including the exhibits attached hereto, constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof. No party shall be liable or bound to any other party in any manner

with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.

(h) *Delays or Omissions.* Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

(i) *Severability.* If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

(j) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

(k) *Telecopy Execution and Delivery.* A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

IN WITNESS WHEREOF, this Note Purchase Agreement is executed as of the date first written above.

ZIPHUB, INC.

By: _____

Name: _____

Title: _____

Address: _____

SCHEDULE 1

Addendum and Signature Page to Note Purchase Agreement

The undersigned investor (“**Purchaser**”) agrees to purchase a Promissory Note in the original principal amount of \$_____ together with the associated Warrant attached thereto, in accordance with the terms of that certain Note Purchase Agreement dated as of _____, 2016, by and among Company and the other Purchasers becoming a party thereto by executing an Addendum in the form of this Schedule 1 (the “**Note Purchase Agreement**”). Purchaser hereby acknowledges that he, she or it has been provided a copy of the Note Purchase Agreement and all exhibits thereto and further acknowledges and agrees to be bound by all of the terms thereof to the same extent as if Purchaser had been an original party thereto. All capitalized terms not defined herein have the meaning set forth in the Note Purchase Agreement.

By:_____

Print Name:_____

Title (if applicable):_____

Address:_____

Date:_____

EXHIBIT A

Form of Note and Warrant

(attached)

EXHIBIT B

Capitalization Table

(attached)

EXHIBIT C

Risk Factors

*The purchase of a Promissory Note and associated Warrant (collectively, a “**Note**”) of Ziphub, Inc., a Wyoming corporation (the “**Company**”), is speculative and involves a high degree of risk. A Note should only be purchased by persons who can afford to lose their entire investment. Certain of the risks are set forth below and should be considered by investors, among others, as a part of their overall evaluation of Company and its prospects before making a decision to purchase a Convertible Note.*

Risks With Respect To Company

Risk of Loss of Investment. The Company is a Wyoming corporation with its principal business operations in the State of Texas and has limited revenues and operating history to date. Investment in a startup company with minimal prior operating history involves a high degree of risk. Any potential investor must be willing to risk the entire loss of his, her or its investment. No assurance or guarantee can be given as to the actual amount of financial return, if any, which may result from an investment in the Note. ***As a result, any investment in a Note should be considered a high risk investment and any such investment should be restricted to an investor’s risk capital only.***

Competition. The Company does business in a market that is highly competitive, and management expects competition to intensify in the future. The Company will compete or potentially compete with a variety of companies, many of which have significantly greater financial, technical, marketing and other resources. Management is aware of similar companies that are focusing significant resources on marketing similar products and related services that will compete directly with those proposed to be offered by the Company.

Early Stage of Development. The Company is still at an early stage of development. Accordingly, it is subject to all of the risks inherent in the establishment of a new business and the operation of a business generally, including the need for substantial capital to support its business development efforts, the need to attract and retain qualified personnel and experienced management, changes in market conditions and costs, competition, inflation, production efficiency, quality control, governmental laws and regulations and the other risks described herein. There can be no assurance that the Company will successfully implement its business plan to generate any revenue or return any investor’s investment.

Limited Availability of Funds; Need for Additional Financing. The Company’s existing capital resources are extremely limited. Even if all Notes are sold and all associated Warrants are exercised, additional funding for the implementation of the Company’s business plan will be required either through borrowings or through the offer and sale of additional equity securities in the future. The availability and terms of such additional financings cannot now be determined and no assurance can be given that such terms will not be more favorable to the future investors, in terms of price or equity interest in the Company, than the terms applicable to the Notes.

Demands of Growth. If the Company is successful in implementing its business plan, the Company hopes to experience rapid growth. Such growth would require rapid expansion of the Company's operating and support capabilities, including sales staff and customer service and development, support, operational and financial systems personnel. The Company may be unable to attract sufficient qualified personnel or successfully manage expanded operations. As the Company expands, however, it may periodically experience constraints that would adversely affect its ability to satisfy customer demand in a timely fashion. Failure to manage growth effectively could adversely affect the Company's financial condition and results of operations.

Intellectual Property. The Company intends to rely on a combination of trade secrets, confidentiality policies, non-disclosure and other contractual licensing arrangements, and copyright and trademark laws to help protect its intellectual property rights. The steps the Company takes in this regard may not be adequate to prevent or deter infringement or other misappropriation of its intellectual property, and it may not be able to detect unauthorized use or take appropriate and timely steps to enforce its intellectual property rights. Protecting the Company's intellectual property rights may also consume significant management time and resources. Additionally, certain critical intellectual property rights, including patent and trade secret rights, are being licensed from third parties by the Company and are subject to certain restrictions, milestones, and other terms as set forth in the respective license agreements. The Company's ability to use such assets will be conditioned on its compliance with such agreements.

Uncertainty of Assumptions and Financial Projections. Descriptions of the future results of operations of the Company that may be described in the Company's business presentation summary and other materials provided to prospective investors are based on numerous assumptions that may not occur; thus, there can be no assurance that such projections will prove correct. Future operations will also be affected by many factors over which the Company has no control. Financial and other projections are, by their nature, uncertain forecasts of future results which are not susceptible to precise measurement and are dependent upon many variables. Accordingly, the profitability (loss) of the Company may differ significantly and perhaps materially and adversely from that projected and any such projections may not be relied upon to indicate actual future results.

Risks With Respect to the Notes

Absence of Registration Under Securities Laws. The Notes being offered hereby have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or any applicable state securities laws. The Notes are being offered and sold pursuant to exemptions from the registration requirements of such laws. Therefore, no regulatory authority has reviewed the terms of the offering of the Notes. Further, investors do not necessarily have any of the protections afforded by applicable federal and state securities laws that may be afforded in registered offerings of securities.

The Notes are being offered by the Company and may be sold without the use of an independent broker-dealer. Consequently, no independent review of the offering of the Notes or the Company has been, or will be, made by any broker-dealer.

Lack of Liquidity. Investors in the Company should be fully aware of the long-term nature of their investment. No public market presently exists or will develop for the Notes (or any equity securities issued upon the exercise of the associated Warrants) as a result of the transactions contemplated in the Note Purchase Agreement. The Notes (or any equity securities issued upon the exercise of the associated Warrants) may not be resold unless they are registered under the Securities Act and other applicable state securities laws (which may be prohibitively expensive or not possible in any event) or an exemption from such registration is available and an opinion of counsel that an exemption is available is furnished to the Company. In addition, the transferability of any equity securities issued upon the exercise of the associated Warrants will be restricted by the terms of the Company's organization documents and any shareholders' agreement or other similar documents among the Company and its equity holders. For these and other reasons, the Notes (or any equity securities issued upon the exercise of the associated Warrants) will not be readily marketable, and purchasers thereof must bear the economic risk of investment for an indefinite period of time and may not be able to liquidate their investment in the event of an emergency.

Dilution. The Company may require substantial additional equity financing subsequent to the sale of the Notes, and if required, investors may suffer additional dilution in subsequent financings. The Company will be subject to the risks normally associated with raising capital, including the risk that the Company may not be able to find such sources as are necessary or that the terms of such financing may not be favorable to the Company or its shareholders. Additionally, if adequate funds are not available, the Company may be required to discontinue operations or otherwise significantly curtail a portion of its planned operations or attempt to obtain funds through arrangements with collaborative partners or others on less favorable terms than might otherwise be available.