OFFERING MEMORANDUM

PART II OF OFFERING STATEMENT (EXHIBIT A TO FORM C)

Abstract Tube Inc.

82 Chittenden Ave
Columbus, OH 43201

http://www.abstract.tube/

Abstract Tube

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

THE OFFERING

INVESTMENT OPPORTUNITY

Convertible Promissory Notes

Note converts to equity when the company raises $1,000,000 in a qualified equity financing

Maturity Date: 31 Dec 2019

$500,000 Valuation Cap

20% Discount Rate

5% Annual Interest Rate*

**Annual Interest Rate subject to adjustment 10% bonus for StartEngine shareholders. See 10% Bonus below*

Maximum ($107,000) of Convertible Promissory Notes

Minimum ($10,000) of Convertible Promissory Notes

Company	Abstract Tube Inc.
Corporate Address	82 Chittenden Ave Columbus, Ohio 43201
Description of Business	A video portal site for short videos dedicated only for abstracts of journal articles, thesis, dissertations , conference papers, unpublished work or any project in general. Other services to be offered: script writing, video preparation etc.
Type of Security Offered	Convertible Promissory Notes
Minimum Investment Amount (per investor)	$100

What is a Convertible Note?

A convertible note offers you the right to receive shares in Abstract Tube Inc.. The number of shares you will receive in the future will be determined at the next equity round in which the Company raises at least $1,000,000 in qualified equity financing.

The highest conversion price per share is set based on a $500,000 Valuation Cap or if less, then you will receive a 20% discount on the price the new investors are purchasing. You also receive 5% interest per year added to your investment. When the maturity date is reached, if the note has not converted then you are entitled to either receive your investment and interest back from the company or convert into equity.

The 10% Bonus for StartEngine Shareholders

Abstract Tube, Inc. will offer a 10% bonus on the annual interest rate for all investments that are committed by StartEngine Crowdfunding Inc. shareholders (with ≥ $1,000 invested in the StartEngine Reg A+ campaign) within 24 hours of this offering going live.

StartEngine shareholders who have invested $1,000+ in the StartEngine Reg A+ campaign will receive a 10% increase in the annual interest rate on Convertible Promissory Notes in this Offering if they invest **within a 24-hour window of their campaign launch date.** For example, if invest in the first 24 hours, your annual interest rate will be 5.5% instead of 5%.

This 10% Bonus is only valid for one year from the time StartEngine Crowdfunding Inc. investors receive their countersigned StartEngine Crowdfunding Inc. subscription agreement.

Multiple Closings

If we reach the target offering amount prior to the offering deadline, we may conduct the first of multiple closings of the offering early, if we provide notice about the new offering deadline at least five business days prior (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment).

THE COMPANY AND ITS BUSINESS

The company's business

Description of Business

Abstract Tube Inc. is primarily a **software and services company** which works as an **online platform to upload and publish academic videos online.** What makes us unique is that there are no other dedicated video portals (that we know of) in the market which offers **video hosting for academic abstracts such as journal, conference papers, thesis and dissertation abstracts or even any project summary as abstract video** (or academic work publication in short and concise video formats). Therefore, it was much needed to have a dedicated video portal for this purpose. And thus, Abstract Tube Inc. was born to meet that need. Studies have found that scientific video abstracts engage people more. Scientific journals are encouraging authors to provide video abstracts. Abstract Tube Inc. is planning to be the next generation search engine for abstract videos from journal article, thesis, dissertations etc. We are planning to collaborate with journal publishers, universities and even scientific conference events. Soon, we will start offering services for video production, script writing, background music creation and others. We don't find any direct competitors yet (that we aware of) in terms of dedicated video portal for academic abstract videos. But there are some service providers who help with abstract video creation. We are **currently in the testing stage** and will begin mobile and web development after finalizing our funding round. We are hoping for a **late 2018** web and mobile application launch.

Sales & Customer Base

Abstract Tube Inc. is planning on making revenue from a number of sources.

Revenue Streams (Projected)

1. Freemium subscription Model.

2. Sponsored Videos.

3. Landing Page Advertisements.

4. Paid Content.

5. Affiliate Earning.

6. Video Preparation Service FEE.

7. Embedded Advertisements.

Competition

Abstract Tube Inc. has no direct competitor yet in the market (that we know of).

Liabilities and Litigation

Abstract Tube Inc. has no liabilities and litigation so far.

The team

Officers and directors

Sarbojeet Jana, PhD	President, CEO, & Director

Sarbojeet Jana, PhD

Sarbojeet Jana is a seasoned entrepreneur with more than 6 years of experience. He previously started an outdoor rental company in 2014 and sold. He founded a food-tech company "Cook Social" in 2016. Recently he founded "Abstract Tube Inc." in 2017 and is acting as the CEO & Director of the Company. Sarbojeet Jana holds a PhD degree from Utah State University. He was previously working as a Post-Doctoral Researcher at the Ohio State University in Columbus, Ohio. He recently attended Best of Student Startups (BOSS) Finale (Fall Edition 2017) in Columbus. He is an avid supporter of college Entrepreneurship. He likes the invitation of "Professional Development Opportunity: Starting a Tech Company" offered by the Ohio State Center for Innovation and Entrepreneurship.

Number of Employees: 1

Related party transactions

The company has not conducted any related party transactions.

RISK FACTORS

These are the principal risks that related to the company and its business:

- **Emulating our Idea** As our idea is unique in terms of getting started, there is a potential risk that any other startup could copy our idea. There are several video portals that exist already for any kind of video uploading. There is a potential threat that they could implement this idea in their platform. If a giant video portal company starts offering this service as we are planning for, we might not even be able to succeed.
- **Even if we raise the maximum sought in this offering, we may need to raise another fund.** Although the maximum sought amount is not enough to keep the company running for more than two years, we will need to have additional round of financing. If we are unable to do so we may need to raise money from bank loans, future sales of securities or some combination thereof. The Company may need additional capital, which may not be available. The Company may require funds in excess of its existing cash resources to fund operating deficits, develop new products or services, establish and expand its marketing capabilities, and finance general and administrative activities. Due to market conditions at the time the Company may need additional funding, or due to its financial condition at that time, it is possible that the Company will be unable to obtain additional funding as and when it needs it. If the Company is unable to obtain additional funding, it may not be able to repay debts when they are due and payable. If the Company is able to obtain capital it may be on unfavorable terms or terms which excessively dilute then-existing equity holders. If the Company is unable to obtain additional funding as and when needed, it could be forced to delay its development, marketing and expansion efforts and, if it continues to experience losses, potentially cease operations.
- **The purchase of convertible notes is speculative and involves substantial risk.** An investment in the Company should be considered a speculative investment.

There is no guarantee that the Company will earn a profit either from the management and operation of the Company or from their sale. There is no assurance that an investor's capital will be returned. Each investor is encouraged to individually evaluate the risks and benefits of the investment and to make an investment decision based on his or her own evaluation. Investors are advised and encouraged to obtain independent counsel regarding the legal, financial, and tax consequences of the investment before investing.

- **Startup Investment Risk** Investments in small businesses and start-up companies are often risky. The Company's management may be inexperienced and investors will not be able to evaluate the Company's operating history. Our small business could face risks from lawsuits, governmental regulations, and other potential impediments to growth. No assurance can be given that we will be successful in our efforts.
- **Limited Operating History** The Company has limited operating history. The Company is still in an early phase, and is just beginning to implement its business plan. There can be no assurance that it will ever operate profitably. The likelihood of its success should be considered in light of the problems, expenses, difficulties, complications and delays usually encountered by companies in their early stages of development, particularly companies in the mobile ad network industry with low barriers to entry. The Company may not be successful in attaining the objectives necessary for it to overcome these risks and uncertainties.
- **Management Discretion** The Company's management may have broad discretion in how the Company use the net proceeds of an offering. Unless the Company has agreed to a specific use of the proceeds from an offering, the Company's management will have considerable discretion over the use of proceeds from their offering. You may not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately.
- **Operations and Growth** The Company may not be able to manage its potential growth. For the Company to succeed, it needs to experience significant expansion. There can be no assurance that it will achieve this expansion. This expansion, if accomplished, may place a significant strain on the Company's management, operational and financial resources. To manage any material growth, the Company will be required to implement operational and financial systems, procedures and controls. It also will be required to expand its finance, administrative and operations staff. There can be no assurance that the Company's current and planned personnel, systems, procedures and controls will be adequate to support its future operations at any increased level. The Company's failure to manage growth effectively could have a material adverse effect on its business, results of operations and financial condition.
- **Market Acceptance** The Company's growth relies on market acceptance. While the Company believes that there will be significant customer demand for its products/services, there is no assurance that there will be broad market acceptance of the Company's offerings. There also may not be broad market acceptance of the Company's offerings if its competitors offer products/services which are preferred by prospective customers. In such event, there may be a

material adverse effect on the Company's results of operations and financial condition, and the Company may not be able to achieve its goals.

- **Financial Statements** The Company may not have audited financial statements nor is it required to provide investors with any annual audited financial statements or quarterly unaudited financial statements. The Company may not have audited financial statements or audited balance sheets reviewed by outside auditors. In addition, the Company is not required to provide investors in the offering with financial information concerning the Company to which the investors may use in analyzing an investment in the Company. Therefore, your decision to make an investment in the Company must be based upon the information provided to the investors in its private placement documents without financial statement information and therefore, the limited information provided herewith with which investors will make an investment decision may not completely or accurately represent the financial condition of the company. Furthermore, as a non-reporting SEC company, the Company is not required to provide you with annual audited financial statements or quarterly unaudited financial statements.
- **Corporate Governance and control over the Company's business** Because the Company's founders, directors and executive officers may be among the Company's largest stockholders, they can exert significant control over the Company's business and affairs and have actual or potential interests that may depart from those of subscribers in the offering. The Company's founders, directors and executive officers own or control a significant percentage of the Company. Additionally, the holdings of the Company's directors and executive officers may increase in the future upon vesting or other maturation of exercise rights under any of the options or warrants they may hold or in the future be granted or if they otherwise acquire additional interest in the Company. The interests of such persons may differ from the interests of the Company's other stockholders, including purchasers of securities in the offering. As a result, in addition to their board seats and offices, such persons will have significant influence over and control all corporate actions requiring stockholder approval, irrespective of how the Company's other stockholders, including purchasers in the offering, may vote, including the following actions: to elect or defeat the election of the Company's directors; - to amend or prevent amendment of the Company's Certificate of Incorporation or By-laws; - to effect or prevent a merger, sale of assets or other corporate transaction; and - to control the outcome of any other matter submitted to the Company's stockholders for vote.
- **Relying on Third Party Personnel** There is no guarantee that we can attract and retain highly qualified personnel. Senior personnel are required to provide trusted, advisory and consultative services. We might rely on third parties to provide a variety of essential business functions for us, including software development, financing, website design, accounting, legal work, public relations, advertising, retailing, and distribution. It is possible that some of these third parties will fail to perform their services or will perform them in an unacceptable manner. It is possible that we will experience delays, errors, or other problems with their work that will materially impact our operations and we may have little

or no recourse to recover damages for these losses. As a result, your investment could be adversely impacted by our reliance on third parties and their performance.

OWNERSHIP AND CAPITAL STRUCTURE; RIGHTS OF THE SECURITIES

Ownership

- sarbojeet jana, 100.0% ownership, Common Stock

Classes of securities

- Common Stock: 1,500

Common Stock

The Company is authorized to issue up to 1,500 shares of Common Stock. There are a total of 1,500 shares currently outstanding.

Voting Rights

The holders of shares of the Company's Common Stock, no par value per share ("the "Common Stock"), are entitled to one vote for each share held of record on all matters submitted to a vote of the shareholders.

Dividend Rights

Subject to preferences that may be granted to any then outstanding preferred stock, holders of shares of Common Stock are entitled to receive ratably such dividends as may be declared by the Board out of funds legally available therefore as well as any distribution to the shareholders. The payment of dividends on the Common Stock will be a business decision to be made by the Board from time based upon the results of our operations and our financial condition and any other factors that our board of directors considers relevant. Payment of dividends on the Common Stock may be restricted by law and by loan agreements, indentures and other transactions entered into by us from time to time. The Company has never paid a dividend and does not intend to pay dividends in the foreseeable future, which means that shareholders may not receive any return on their investment from dividends.

Rights to Receive Liquidation Distributions

Liquidation Rights. In the event of our liquidation, dissolution, or winding up, holders of 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.

Rights and Preferences

The rights, preferences and privileges of the holders of the Company's Common Stock are subject to and may be adversely affected by, the rights of the holders of any additional classes of stock that we may designate in the future.

- Convertible Promissory Notes: 0

Terms

Note converts to stock when the company raises $1,000,000 in a qualified equity financing

Valuation Cap: $500,000

Discount Rate: 20%

Interest Rate: 5% yearly

Maturity Date: December 31, 2019

Conversion; Repayment Premium Upon Sale of the Company.

(a) In the event that the Company issues and sells shares of its stock to investors (the "Equity Investors") on or before the date of the repayment in full of this Note in a transaction or series of transactions pursuant to which the Company issues and sells shares of its stock resulting in gross proceeds to the Company of at least $1,000,000 (excluding the conversion of the Notes and any other debt) (a "Qualified Financing"), then it converts into that same class of stock at conversion price equal to the lesser of (i) 80% of the per share price paid by the Investors or (ii) the price equal to the quotient of $500,000 divided by the aggregate number of outstanding common shares of the Company as of immediately prior to the initial closing of the Qualified Financing (assuming full conversion or exercise of all convertible and exercisable securities then outstanding other than the Notes.)

(b) If the conversion of the Note would result in the issuance of a fractional share, the Company shall, in lieu of issuance of any fractional share, pay the Investor otherwise entitled to such fraction a sum in cash equal to the product resulting from multiplying the then current fair market value of one share of the class and series of capital stock into which this Note has converted by such fraction.

(c) Notwithstanding any provision of this Note to the contract, if the Company consummates a Sale of the Company (as defined below) prior to the conversion or repayment in full of this Note, then (i) the Company will give the Investor at least 15 days prior written notice of the anticipated closing date of such Sale of the Company and (ii) at the closing of such Sale of the Company, in full satisfaction of the Company's obligations under this Note, the Company will pay to the Investor an aggregate amount equal to the greater of (a) the aggregate amount of interest then outstanding under this Note plus 1x the outstanding principal amount of this Note or (b) the amount the Investor would have been entitled to receive in connection with such Sale of the Company if the aggregate amount of principal and interest then outstanding under this Note had been converted into shares of Common Stock of the Company pursuant to Section 3(a) immediately prior to the closing of such Sale of the Company.

(d) For the purposes of this Note: "Sale of the Company" shall mean (i) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; (ii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; provided, however, that a Sale of the Company shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; or (iii) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

Maturity.

Unless this Note has been previously converted in accordance with the terms of this Note, the entire outstanding principal balance and all unpaid accrued interest shall become fully due and payable on the Maturity Date.

Default.

In the event of any "Event of Default" hereunder, the Convertible Notes shall accelerate and all principal and unpaid accrued interest shall become due and payable. Each of the following shall constitute an "Event of Default", provided, however that the 51% of the interest of Investors may waive any Event of Default as set forth;

a) The Company's failure to pay when due any amount payable by it hereunder and such failure continues for 10 business days.

b) The Company's failure to comply with any of its reporting obligations under Regulation Crowdfunding and such failure continues for 10 business days.

c) Voluntary commencement by the Company of any proceedings to have itself adjudicated as bankrupt.

d) The entry of an order or decree under any bankruptcy law that adjudicates the Company as bankrupt, where the order or decree remains unstayed and in effect for 90 days after such entry.

e) The entry of any final judgment against the Company for an amount in excess of $100,000, if undischarged, unbonded, undismissed or not appealed within 30 days after such entry.

f) The issuance or entry of any attachment or the receipt of actual notice of any lien against any of the property of the Company, each for an amount in excess of $100,000, if undischarged, unbonded, undismissed or not being diligently contested in good faith in appropriate proceedings within 30 days after such issuance, entry or receipt.

g) Any representation or warranty made by the Company under the Convertible Note Subscription Agreement shall prove to have been false or misleading in any material respect when made or deemed to have been made; provided that no Event of Default will occur under this clause if the underlying issue is capable of being remedied and is remedied within 30 days of the earlier of the Company becoming aware of the issue.

Voting Rights

Convertible Promissory Notes do not confer any voting rights until they have converted into equity.

What it means to be a Minority Holder

As a holder of Convertible note, you have no voting power. Even upon conversion of the notes, you will be a minority holder and will have limited ability, if all, to influence our policies or any other corporate matter, including the election of directors, changes to the Company's governance documents, additional issuances of securities, company repurchases of securities, a sale of the Company or of assets of the Company, or transactions with related parties.

Dilution

When the company issues a larger amount of capital, the notes will have the option to "convert" into the newly issued securities to the price of the follow-on round.

The type of dilution that hurts early-stage investors mostly occurs when the company sells more shares in a "down round," meaning at a lower valuation than in earlier offerings.

If you are making an investment expecting to own a certain percentage of the Company or expecting each share to hold a certain amount of value, it is important to realize how the value of those shares can decrease by actions taken by the Company.

Dilution can make drastic changes to the value of each share, ownership percentage, voting control, and earnings per share.

Transferability of securities

For a year, the securities can only be resold:

- In an IPO;
- To the company;
- To an accredited investor; and
- To a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

FINANCIAL STATEMENTS AND FINANCIAL CONDITION; MATERIAL INDEBTEDNESS

Financial Statements

Our financial statements can be found attached to this document. The financial review covers the period ending in 2017-12-09.

Financial Condition

Results of Operation

We have not yet generated any revenues and do not anticipate doing so until we have completed the building and delivery of product, which we do not anticipate occurring until December 2018. Based on our forecast, with the liquidity of the anticipated full raise amount, we anticipate that we can operate the business for 12 months without revenue generation. Going forward, the major expenses are technology development and marketing.

We are not only just a Technology Company but also a Service Company. As per the timing, we are already online. We are at this stage mostly reaching out to students and scholars and educating them how to create abstract video. If we raise more than the minimum amount, we are planning to host a conference event (by selling tickets) for students and scholars for the video guidelines. We are also accepting scientific conference and journal abstract videos. Students and researchers are not clear how to create an abstract video. Therefore, we are planning on hosting events to provide guidelines on creating good abstract videos.

We are projecting a minimum of $10,000 will be required to develop the platform and the technology development process should be done within next 6 months.

Financial Milestones

The company is investing for continued growth of the brand. The Company is investing in product development and user growth that will result in modest losses yet sizeable and rapid growth, due to the scalability of the product and business model innovation.

Our revenue projections are driven by our Freemium subscription fee for hosting and advertisement. Management currently forecasts that the company will generate positive net income beginning in 2020.

We are targeting to have a minimum of 5000 paid subscriber at $18/month subscription fee (billed annually). This will generate a revenue of $1,080,000 by 2020.

We also anticipate another revenue event by ticket selling (and sponsorship) of a (or more than one) conference event for association of students and researchers. The object of the event will be focused towards the preparation and organization of a good abstract video for a thesis and dissertation. We also anticipate another revenue from abstract video preparation service charges.

Liquidity and Capital Resources

The company requires the continued infusion of new capital to continue business operations. If the company is successful in this offering, we will likely seek to continue to raise capital under crowdfunding offerings, equity or debt issuances, or any other method available to the company. At the moment, Abstract Tube Inc. is self sufficient and do not anticipate going out of business anytime soon, but unfortunately growing the business will be tough without the funds to accelerate user acquisition.

We are seeking to raise a minimum of $10,000 (target amount) and up to $107,000 (over allotment amount) in this offering through Regulation Crowdfunding. With the minimum amount raise, we will utilize $8,500 in technology development and design and $900 for marketing expenses. If we manage to raise our overallotment amount of $107,000, we believe the amount will last us 12 months and plan to use the net proceeds of approximately $100,580 over the course of that time as follows: 1) $34,580 for marketing and branding, 2) $20,000 for general and administrative, 3) $10,000 for design and 4) the rest of the amount for development purposes.

Indebtedness

The Company currently does not have any material terms of indebtedness.

Recent offerings of securities

None

Valuation

$500,000.00

We have not undertaken any efforts to produce a valuation of the Company. The pre-money valuation merely reflects the opinion of the board as to what would be fair market value.

USE OF PROCEEDS

	Offering Amount Sold	**Offering Amount Sold**
Total Proceeds:	$10,000	$107,000
Less: Offering Expenses		
StartEngine Fees (6% total fee)	$600	$6420
Net Proceeds	$9400	$100,580
Use of Net Proceeds:		
Development	$6500	$36,000
Design	$2000	$10,000
Marketing	$900	$34,580
General & Administrative	-	$20,000
Total Use of Net Proceeds	$9400	$100,580

USE OF PROCEEDS

We are seeking to raise a minimum of $10,000 (target amount) and up to $107,000 (over allotment amount) in this offering through Regulation Crowdfunding. If we manage to raise our overallotment amount of $107,000, we believe the amount will last us 12 months and plan to use the net proceeds of approximately $100,580 over the course of that time as follows: 1) $34,580 for marketing and branding, 2) $20,000 for general and administrative, 3) $10,000 for design and 4) the rest of the amount for development purposes.

We have agreed to pay Start Engine Capital LLC ("Start Engine"), which owns the intermediary funding portal StartEngine.com, a fee of 6% on all funds raised. We will pay Start Engine $600 if we only raise the minimum target amount and $6420 if we raise the maximum offering amount.

The identified uses of proceeds are subject to change at the sole discretion of the executive officers and directors based on the business needs of the Company.

Irregular Use of Proceeds

The Company might incur Irregular Use of Proceeds that may include but are not limited to the following over $10,000: Vendor payments and salary made to one's self, a friend or relative; Any expense labeled "Administration Expenses" that is not strictly for administrative purposes; Any expense labeled "Travel and Entertainment"; Any expense that is for the purposes of inter-company debt or back payments.

REGULATORY INFORMATION

Disqualification

No disqualifying event has been recorded in respect to the company or its officers or directors.

Compliance failure

The company has not previously failed to comply with Regulation CF.

Annual Report

The company will make annual reports available at http://www.abstract.tube/#Annual-Reports. The annual reports will be available within 120 days of the end of the issuer's most recent fiscal year."

EXHIBIT B TO FORM C

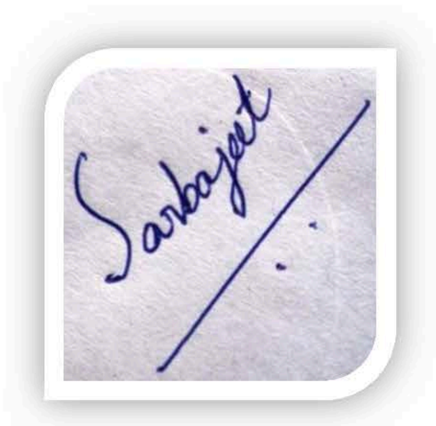
FINANCIAL STATEMENTS AND INDEPENDENT ACCOUNTANT'S REVIEW FOR Abstract Tube Inc.

[See attached]

I, SARBOJEET JANA, the Principal Executive Officer of Abstract Tube Inc., hereby certify that the financial statements of Abstract Tube Inc. and notes thereto for the periods ending 2017 (first Fiscal Year End of Review) included in this Form C offering statement are true and complete in all material respects and that the information below reflects accurately the information reported on our federal income tax returns.

"[Abstract Tube Inc.] was not in existence for the previous tax year."

IN WITNESS THEREOF, this Principal Executive Officer's Financial Statement Certification has been executed as of the 12/09/2017.



President, CEO, & Director

12/09/2017

Abstract Tube, Inc.

FINANCIAL STATEMENT
(UNAUDITED)

AS OF
[12/09/2017]

Abstract Tube, Inc.
Index to Financial Statement
(unaudited)

Abstract Tube, Inc.
BALANCE SHEET
AS OF [12/09/2017]
(unaudited)

	December 09, 2017
Assets	
Current Assets	
Cash & Cash Equivalents	$ 500
Other Assets	$ 4,500
Total Assets	$ 5,000
Liabilities and Stockholders' Equity	
Total Liabilities	$ 0
Stockholders' Equity	$ 5,000

Abstract Tube, Inc.
STATEMENTS OF OPERATIONS
AS OF [12/09/2017]
(unaudited)

	December 09, 2017
Revenues	$ 0.00
Expenses	$ 0.00
Net Income	$ 0.00

Abstract Tube, Inc.
STATEMENTS OF STOCKHOLDERS' EQUITY
AS OF [12/09/2017]
(unaudited)

	December 09, 2017
Shareholders' Equity at the beginning	$ 5,000
Additions	
Sale of Common Stock at Par	$ 0.00
Additional Paid-In Capital	$ 0.00
Net Income	$ 0.00
Dividends Paid	$ 0.00
Stockholders' Equity at the end	$ 5,000

Abstract Tube, Inc.
STATEMENTS OF CASH FLOWS
AS OF [12/09/2017]
(unaudited)

	December 09, 2017
Net Income	$ 0.00
Cash from Operating Activities	$ 0.00
Cash at the beginning of the period	$ 500.00
Cash at the end of the period	$ 500.00

NOTE 1 – NATURE OF OPERATIONS

[Abstract Tube Inc.] was formed on [11/14/2017] ("Inception") in the State of [DE]. The balance sheet of [Abstract Tube Inc.] (which may be referred to as the "Company", "we," "us," or "our") are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Company's headquarters are located in [Columbus, Ohio].

Abstract Tube Inc. is a corporation that was organized under the laws of the State of Delaware on November 14, 2017. Abstract Tube Inc. is primarily a software and services company which works as an online platform to upload and publish academic videos online. What makes us unique is that there are no other dedicated video portals in the market which offers video hosting for academic abstracts such as journal and conference papers, thesis and dissertation abstracts or even any project summary as abstract video. Soon, we will start offering services for video production, script writing, background music creation and others. Abstract Tube Inc. is also planning on engaging with academic conferences and universities in the near future.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America ("US GAAP").

Use of Estimates
The preparation of balance sheet in conformity with US GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities, and the reported amount of revenues and expenses during the reporting period. Actual results could materially differ from these estimates. It is reasonably possible that changes in estimates will occur in the near term.

Fair Value of Financial Instruments
Fair value is defined 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 as of the measurement date. Applicable accounting guidance provides an established hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in valuing the asset or liability and are developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the factors that market participants would use in valuing the asset or liability. There are three levels of inputs that may be used to measure fair value:

Level 1 - Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 - Include other inputs that are directly or indirectly observable in the marketplace.

Level 3 - Unobservable inputs which are supported by little or no market activity.

The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

I, SARBOJEET JANA, the Principal Executive Officer of Abstract Tube Inc., hereby certify that the financial statements of Abstract Tube Inc. and notes thereto for the periods ending 2017 (first Fiscal Year End of Review) included in this Form C offering statement are true and complete in all material respects and that the information below reflects accurately the information reported on our federal income tax returns.

"[Abstract Tube Inc.] was not in existence for the previous tax year."

IN WITNESS THEREOF, this Principal Executive Officer's Financial Statement Certification has been executed as of the 12/31/2017.

President, CEO, & Director

12/31/2017

Abstract Tube, Inc.

FINANCIAL STATEMENT
(UNAUDITED)

AS OF
[12/31/2017]

Abstract Tube, Inc.
Index to Financial Statement
(unaudited)

Abstract Tube, Inc.
BALANCE SHEET
AS OF [12/31/2017]
(unaudited)

	December 31, 2017
Assets	
Current Assets	
Cash & Cash Equivalents	$ 5,500
Other Assets	$ 10,500
Total Assets	$ 16,000
Liabilities and Stockholders' Equity	
Total Liabilities	$ 0
Stockholders' Equity	$ 16,000

Abstract Tube, Inc.
STATEMENTS OF OPERATIONS
AS OF [12/31/2017]
(unaudited)

	December 31, 2017
Revenues	$ 0.00
Expenses	$ 0.00
Net Income	$ 0.00

Abstract Tube, Inc.
STATEMENTS OF STOCKHOLDERS' EQUITY
AS OF [12/31/2017]
(unaudited)

	December 31, 2017
Shareholders' Equity at the beginning	$ 5,000
Additions	
Sale of Common Stock at Par	$ 0.00
Additional Paid-In Capital	$ 0.00
Net Income	$ 0.00
Dividends Paid	$ 0.00
Stockholders' Equity at the end	$ 16,000

Abstract Tube, Inc.
STATEMENTS OF CASH FLOWS
AS OF [12/31/2017]
(unaudited)

	December 31, 2017
Net Income	$ 0.00
Cash from Operating Activities	$ 0.00
Cash at the beginning of the period	$ 500.00
Cash at the end of the period	$ 5,500.00

NOTE 1 – NATURE OF OPERATIONS

[Abstract Tube Inc.] was formed on [11/14/2017] ("Inception") in the State of [DE]. The balance sheet of [Abstract Tube Inc.] (which may be referred to as the "Company", "we," "us," or "our") are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Company's headquarters are located in [Columbus, Ohio].

Abstract Tube Inc. is a corporation that was organized under the laws of the State of Delaware on November 14, 2017. Abstract Tube Inc. is primarily a software and services company which works as an online platform to upload and publish academic videos online. What makes us unique is that there are no other dedicated video portals in the market which offers video hosting for academic abstracts such as journal and conference papers, thesis and dissertation abstracts or even any project summary as abstract video. Soon, we will start offering services for video production, script writing, background music creation and others. Abstract Tube Inc. is also planning on engaging with academic conferences and universities in the near future.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America ("US GAAP").

Use of Estimates
The preparation of balance sheet in conformity with US GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities, and the reported amount of revenues and expenses during the reporting period. Actual results could materially differ from these estimates. It is reasonably possible that changes in estimates will occur in the near term.

Fair Value of Financial Instruments
Fair value is defined 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 as of the measurement date. Applicable accounting guidance provides an established hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in valuing the asset or liability and are developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the factors that market participants would use in valuing the asset or liability. There are three levels of inputs that may be used to measure fair value:

Level 1 - Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 - Include other inputs that are directly or indirectly observable in the marketplace.

Level 3 - Unobservable inputs which are supported by little or no market activity.

The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

Fair-value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of Inception. Fair values were assumed to approximate carrying values because of their short term in nature or they are payable on demand.

Risks and Uncertainties
The Company has a limited operating history and has not generated revenue from intended operations. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse conditions may include: [insufficient cash flow, delay in launching, slow customer acquisition, and other unforeseeable events]. These adverse conditions could affect the Company's financial condition and the results of its operations.

Revenue Recognition
The Company will recognize revenues from [Subscription of video hosting and advertisements] transactions when (a) pervasive evidence that an agreement exists, (b) the product or service has been delivered, (c) the prices are fixed and determinable and not subject to refund or adjustment, and (d) collection of the amounts due are reasonably assured.

Income Taxes
The Company applies ASC 740 Income Taxes ("ASC 740"). Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial statement reported amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax expense for the period, if any and the change during the period in deferred tax assets and liabilities.

ASC 740 also provides criteria for the recognition, measurement, presentation and disclosure of uncertain tax positions. A tax benefit from an uncertain position is recognized only if it is "more likely than not" that the position is sustainable upon examination by the relevant taxing authority based on its technical merit.

Concentration of Credit Risk
The Company maintains its cash with a major financial institution located in the United States of America, which it believes to be creditworthy. The Federal Deposit Insurance Corporation insures balances up to $250,000. At times, the Company may maintain balances in excess of the federally insured limits.

Recent Accounting Pronouncements
The FASB issues ASUs to amend the authoritative literature in ASC. There have been a number of ASUs to date, that amend the original text of ASC. Management believes that those issued to date either (i) provide supplemental guidance, (ii) are technical corrections, (iii) are not applicable to us or (iv) are not expected to have a significant impact our balance sheet.

NOTE 3 – COMMITMENTS AND CONTINGENCIES

The Company is not currently involved with, and does not know of any pending or threatening litigation against the Company or its member.

Note 4 – SUBSEQUENT EVENTS

There have been no other events or transactions during this time that would have a material effect on the Balance sheet.

Note 5 – STOCKHOLDER EQUITY

Common Stocks. We have authorized the issuance of 1500 shares of our common stock with par value of $0. 00. As of [12/31/2017] the company has currently issued 1500 shares of our common stock.

Fair-value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of Inception. Fair values were assumed to approximate carrying values because of their short term in nature or they are payable on demand.

Risks and Uncertainties
The Company has a limited operating history and has not generated revenue from intended operations. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse conditions may include: [insufficient cash flow, delay in launching, slow customer acquisition, and other unforeseeable events]. These adverse conditions could affect the Company's financial condition and the results of its operations.

Revenue Recognition
The Company will recognize revenues from [Subscription of video hosting and advertisements] transactions when (a) pervasive evidence that an agreement exists, (b) the product or service has been delivered, (c) the prices are fixed and determinable and not subject to refund or adjustment, and (d) collection of the amounts due are reasonably assured.

Income Taxes
The Company applies ASC 740 Income Taxes ("ASC 740"). Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial statement reported amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax expense for the period, if any and the change during the period in deferred tax assets and liabilities.

ASC 740 also provides criteria for the recognition, measurement, presentation and disclosure of uncertain tax positions. A tax benefit from an uncertain position is recognized only if it is "more likely than not" that the position is sustainable upon examination by the relevant taxing authority based on its technical merit.

Concentration of Credit Risk
The Company maintains its cash with a major financial institution located in the United States of America, which it believes to be creditworthy. The Federal Deposit Insurance Corporation insures balances up to $250,000. At times, the Company may maintain balances in excess of the federally insured limits.

Recent Accounting Pronouncements
The FASB issues ASUs to amend the authoritative literature in ASC. There have been a number of ASUs to date, that amend the original text of ASC. Management believes that those issued to date either (i) provide supplemental guidance, (ii) are technical corrections, (iii) are not applicable to us or (iv) are not expected to have a significant impact our balance sheet.

NOTE 3 – COMMITMENTS AND CONTINGENCIES

The Company is not currently involved with, and does not know of any pending or threatening litigation against the Company or its member.

Note 4 – SUBSEQUENT EVENTS

There have been no other events or transactions during this time that would have a material effect on the Balance sheet.

Note 5 – STOCKHOLDER EQUITY

Common Stocks. We have authorized the issuance of 1500 shares of our common stock with par value of $0. 00. As of [12/09/2017] the company has currently issued 1500 shares of our common stock.

EXHIBIT C TO FORM C

PROFILE SCREENSHOTS

[See attached]

Upload, share and explore academic abstract videos.

What is the Science and Journalism Communities Are Saying about Video Abstracts

Problems

Solution

Discover Academic Abstracts in Video

A DEDICATED VIDEO PORTAL FOR ABSTRACT VIDEOS OF THESIS, DISSERTATION, JOURNAL, AND CONFERENCE PAPERS

Market Size and Description

Business Model

Competition

Revenue Streams

Source

"By 2019, **video content** will be the driving factor behind **85% of search traffic in the US**." Source

"The global digital video content market was valued at $38.71 billion in 2015 and it is expected to grow at a CAGR of 25.7% during the forecast period **to reach $121.47 billion by 2020**. Till 2009, digital video content market was limited to content on YouTube, video ads on Facebook, and promotional videos on company websites. Since then, digital video content market has grown exponentially." Source

ProQuest Dissertations & Theses Global: "The largest single repository of graduate dissertations and theses, includes 4 million works – grows by 130K each year. International scope – deposits from universities in 88 countries. Accessed by 3000 institutions – over 45,000 downloads every month."

Gale Virtual Reference Library (GVRL) is growing significantly.

"The **conference industry is booming**, and it is only getting bigger." Source

dissertations and theses studying blended learning"). Source

One example of conference abstract submission numbers: The **59th Annual Meeting & Exposition of the American Society of Hematology** hosted in Atlanta from the 9th to the 12th of December 2017. Source

Amazon is also planning for their own video portal launch and does not want to be dependent on Youtube.

Source

Users Growth Chart (Next Four Years Projection)

Number of Abstract Video Submissions Per Year (Projected)

Plans Moving Forward

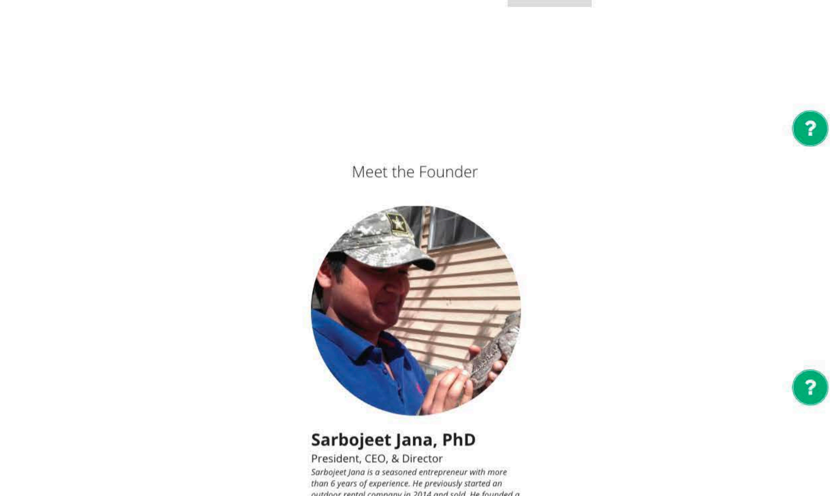
- A minimum of 50 students appreciated the idea and showed interest to create and send their abstract videos of conference papers and thesis abstracts (once they graduate) from different universities.
- Several students liked the idea of a meetup event for abstract video preparation help and guidelines.
- We are also focusing on building a group of campus representatives at different institutions.
- We will start developing helpful guidelines for better abstract video creation.
- We have done a patent search for our intellectual property. We will soon file our first provisional patent.
- We will start developing our online platform and start doing beta-testing with our MVP.

Exit Plan: In next 3-7 years via M&A or IPO

Thank you!

PLEASE INVEST IN ABSTRACT TUBE INC.

Please share with your friends and colleagues



Meet the Founder

Sarbojeet Jana, PhD

President, CEO, & Director

Sarbojeet Jana is a seasoned entrepreneur with more than 6 years of experience. He previously started an outdoor rental company in 2014 and sold. He founded a food-tech company "Cook Social" in 2016. Recently he founded "Abstract Tube Inc." in 2017 and is acting as the CEO & Director of the Company. Sarbojeet Jana holds a PhD degree from Utah State University. He was previously working as a Post-Doctoral Researcher at the Ohio State University in Columbus, Ohio. He recently attended Best of Student Startups (BOSS) Finale (Fall Edition 2017) in Columbus. He is an avid supporter of college Entrepreneurship. He likes the invitation of "Professional Development Opportunity: Starting a Tech Company" offered by the Ohio State Center for Innovation and Entrepreneurship.

And the Rest of the Team

Saptarshi Mallick
Advisor
He is currently working as a Senior Programmer at Cornell Dyson School of Applied Economics & Management, Ithaca, New York. He has completed Master of Science in Computer Engineering from Utah State University. He lives and breathes technology. He has

Prabal Basu
Advisor
He is currently pursuing his PhD program in Electrical and Computer Engineering at Utah State University. His research interests include reliable Network-on-Chip design, energy efficient GPU circuit-architecture co-design, and security of low power computing.

Jing Yi, PhD
Advisor
She is currently working as a Postdoctoral Research Associate at Cornell University. She has two Bachelor's degree: first from Beijing Forestry University and second from Michigan State University. She has one Master's degree from Auburn University

Roberta Claro Silva, PhD
Advisor
She is a newly joined Assistant Professor at North Carolina Agricultural and Technical State University. She was previously a Postdoctoral researcher at Utah State University. She hails from São Paulo, Brazil.

Sarmistha Mallick
Advisor
She is pursuing a PhD at North-Eastern Hill University, Shillong, India. Her study focuses on Fluvial Geomorphology.

Tanwir Zaman, PhD
Advisor
He is currently working as a Senior Software Engineer at ContentWatch, Philadelphia, Pennsylvania.

Tijana Drincic
Marketing Manager
She is currently Working as Social Media Marketing Manager in several startups. She hails from Serbia.

Sudipta Shaw, PhD
Advisor
He is currently working as a Postdoctoral Researcher at University of Minnesota. He earned a PhD in Biochemistry from Utah State University.

Anway Mukherjee
Advisor
He is currently working as a Research Assistant and completing his PhD program in Computer Engineering at Virginia Tech National Capital Region

Asmita Pal
Advisor
She is currently completing her graduate program in Computer Engineering at Utah State University. She was previously working as a System Engineer at Infosys Ltd.

Bhaswati Deka Talukdar
Advisor
She is currently working as Embedded Software Engineer at Sigma Designs, San Francisco Bay Area, California.

Shamik Saha
Advisor
He is currently working as a R&D Engineer II at Synopsys, Durham, North Carolina.

Swadesh Patra, PhD
Advisor
He is currently working as a Postdoctoral scholar at University of Oslo, Norway with expertise in electromagnetics, space physics, data analysis, adaptive algorithms, and machine learning.

Anis Chikhoune
Advisor
He is currently working as a Teacher and Researcher at université mentouri de constantine, Algeria.

Debrup Hui, PhD
Advisor
He is currently working as a Post-doctoral scholar. He holds a PhD degree in Physics with the dissertation entitled "Altitudinal Variability of Quiet-time Plasma Drifts in the Equatorial Ionosphere".

Soumyanil Banerjee
Advisor
He is currently working as a Research Associate at University of Massachusetts Medical School.

Melanie Bruce
Advisor
She is currently working as a Geographic Information System (GIS) Programmer at Cornell University, Ithaca, New York. She holds a Bachelor's degree in Environmental Studies from Richard Stockton College of New Jersey and a Master's degree in Applied Information Technology from Towson University, Maryland.

Prajwal Kasturi
Advisor
He is currently working as a Hardware Engineer at Cisco, Ontario, Canada.

Offering Summary

INVESTMENT OPPORTUNITY

Convertible Promissory Notes

Note converts to equity when the company raises $1,000,000 in a qualified equity financing

Maturity Date: 31 Dec 2019

$500,000 Valuation Cap

20% Discount Rate

5% Annual Interest Rate

Maximum ($107,000) of Convertible Promissory Notes

Minimum ($10,000) of Convertible Promissory Notes

Company	Abstract Tube Inc.
Corporate Address	Columbus, Ohio
Description of Business	A video portal site for short videos dedicated only for abstracts of journal articles, thesis, dissertations , conference papers, unpublished work or any project in general. Other services to be offered: script writing, video preparation etc.
Type of Security Offered	Convertible Promissory Notes
Minimum Investment Amount (per investor)	$100

What is a Convertible Note?

A convertible note offers you the right to receive shares in Abstract Tube Inc.. The number of shares you will receive in the future will be determined at the next equity round in which the Company raises at least $1,000,000 in qualified equity financing. The highest conversion price per share is set based on a $500,000 Valuation Cap or if less, then you will receive a 20% discount on the price the new investors are purchasing. You also receive 5% interest per year added to your investment. When the maturity date is reached, if the note has not converted then you are entitled to either receive your investment and interest back from the company or convert into equity.

Irregular Use of Proceeds

The Company might incur Irregular Use of Proceeds that may include but are not limited to the following over $10,000: Vendor payments and salary made to one's self, a friend or relative; Any expense labeled "Administration Expenses" that is not strictly for administrative purposes; Any expense labeled "Travel and Entertainment"; Any expense that is for the purposes of inter-company debt or back payments.

SHOW MORE

Risks

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment. In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document. The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature. These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

Updates

Follow Abstract Tube to get notified of future updates!

Comments (0 total)

Add a public comment...

0/2500

Post

VIDEO TRANSCRIPT (Exhibit D)

Cover Video:

Hello…do you know of any video portal site to upload and discover exclusively academic abstract videos…..I mean not the general ones like Youtube, Vimeo, Dailymotion and others…

Truth is, there is none. Therefore, we are introducing today "Abstract Tube". Let me give you a brief description about it.

Abstract Tube is the ONLY dedicated video portal site specifically made for abstract videos. Abstract videos can be uploaded in a short and concise video format from scientific journals, conference papers, theses, dissertations, unpublished works or even academic synopses.

So, why should we make and upload short abstract videos? Because videos engage audiences better, presents quick and rich content, and above all, videos get shared more and improves search engine results.

Now you might ask, why Abstract Tube – especially when there are so many other video portals that exist already? To answer this question is simple!

There are so many social media/networking platforms that exist such as Facebook, Linkedin and Twitter. Yet, generally speaking, they are all unique and different in terms of how users tend to use them!

For example - Facebook is the social networking site that's mostly used for family and friends. Linkedin, on the other hand is ALSO a social networking site but geared towards professionals only. You get the idea - Right?

We are trying to develop a specialty video portal that is, above all, dedicated for students, researchers, professors and scholars. Ultimately anyone that's looking for abstract videos.

Wouldn't it be great to send your master's thesis abstract to your mom in a video format so she can understanding it better? Imagine abstract videos in a format most can understand.

Please join us today for our crowdfunding campaign and help us succeed to reach our goal - Thank You!

"This is a paid promotional material. Participants in this video were paid."

Videos used in the story:

Video 1 Transcript in English:

As a professor, I like the idea of Abstract Tube. I think it's really helpful if there is a specific video portal for academic abstract videos. I think it's really a good idea of creating conference paper abstracts in video formats and have it online. We live in a social media age now. According to the social media experts, graphical video content is the new era of engagement. I think linking journal full paper link with the abstract video will gain more visibility and that will also help in more full paper reading. Abstract Tube will surely gain popularity among millennials in the coming years. Thesis and Dissertation public abstract video production and putting it on Abstract Tube and then sharing those in Linkedin and other professional social media will gain more visibility. That way, professional recruiters will also help understand a student's previous research or project work. I would recommend every student to create an abstract video of their thesis or project and send that to support@abstract.tube. They are still accepting FREE abstract videos now.

"This is a paid promotional material. Participants in this video were paid."

Video 2 Transcript in English:

Hey, It's Yu Chi. I want to recommend you a unique video platform. It's called Abstract Tube. Abstract tUbe is a new video portal dedicated for thesis, dissertations, journal and conference publications. Abstract Tube designed this platform particularly for students, professors and researchers. Like thesis, dissertations, journal and conference publications. After people read the abstract part, they will understand what the main point of this article is. If they are interested in the article, they will continue reading the whole article. But Abstract Tube turns boring text into alive. Why you should turn thesis into video format? Because videos engage audiences better, presents quick and rich content, and above all, makes your content bubblier. Videos get shared more and improves search engine results. If you are at school or at workplace, you will need to write scientific journals, conference papers, thesis, dissertations, unpublished works or academic paper. You can make your papers into video format, then upload them onto Abstract Tube, or you are graduating from school, need a job and have an interview, you can turn your resume into video format, then upload it onto Abstract Tube, then show it to the interviewer. So what are you waiting for? Go to www.Abstract.tube Upload your video.

"This is a paid promotional material. Participants in this video were paid."

Video 3 Transcript in English:

Hello…do you know of any video portal site to upload and discover exclusively academic abstract videos…..I mean not the general ones like Youtube, Vimeo, Dailymotion and others… Truth is, there is none. Therefore, we are introducing today "Abstract Tube". Let me give you a brief description about it. Abstract Tube is the ONLY dedicated video portal site specifically made for abstract videos. Abstract videos can be uploaded in a short and concise video format from scientific journals, conference papers, theses, dissertations, unpublished works or even academic synopses. So, why should we make and upload short abstract videos? Because videos engage audiences better, presents quick and rich content, and above all, videos get shared more and improves search engine results. Now you might ask, why Abstract Tube – especially when there are so many other video portals that exist already? To answer this question is simple! There are so many social media/networking platforms that exist such as Facebook, Linkedin and Twitter. Yet, generally speaking, they are all unique and different in terms of how users tend to use them! For example - Facebook is the social networking site that's mostly used for family and friends. Linkedin, on the other hand is ALSO a social networking site but geared towards professionals only. You get the idea - Right? We are trying to develop a specialty video portal that is, above all, dedicated for students, researchers, professors and scholars. Ultimately anyone that's looking for abstract videos. Wouldn't it be great to send your master's thesis abstract to your mom in a video format so she can understanding it better? Imagine abstract videos in a format that most can understand. See you on Abstract Tube!

"This is a paid promotional material. Participants in this video were paid."

Video 4 Transcript in English:

Greetings!

I am Yohan. Hello…do you know of any video portal site to upload and discover exclusively academic abstract videos?

One new startup called "Abstract Tube" is trying this idea to build a dedicated video portal site for academic abstracts. Abstract Tube is similar as 'YouTube' but more focused at academic videos only. Abstract videos can be uploaded in a short and concise video format from scientific journals, conference papers, theses, dissertations, unpublished works or even academic synopses.

Well, we all make our wedding video for a beautiful memory; for better rumination of research work, let's make a video of research work and upload it at Abstract Tube.

Hey students, graduating soon? Why don't you put your project or thesis work in a video format and upload that at Abstract Tube? You can also share that in 'LinkedIn' or other social networks or even show that to recruiters, that way they can understand you better.

Can't wait to see your abstract videos at Abstract Tube!

"This is a paid promotional material. Participants in this video were paid."

Video 5 Transcript in English:

Greetings!
I am Farouk. Hello… students, graduating soon? Why don't you put your project or thesis work in a video format and upload that at Abstract Tube?

Don't know what Abstract Tube is ? Abstract Tube is similar as 'YouTube' but more focused at academic videos only. Abstract videos can be uploaded in a short and concise video format from scientific journals, conference papers, theses, dissertations, unpublished works or even academic synopses.

One new startup called "Abstract Tube" is trying this idea to build a dedicated video portal site for academic abstracts. They are also planning to provide video making and editing, script writing services.

Actually, you can also share that video in 'LinkedIn' or other social networks or even show that to recruiters, that way they can understand you better.

We all make our wedding video for a beautiful memory, why not making a good video and upload that at Abstract Tube ? Youtube is not a good place to upload and share this type of content because it does not look that professonal for this type of content. Send them your project video today ! For inquiries email them at support@abstract.tube

"This is a paid promotional material. Participants in this video were paid."

STARTENGINE SUBSCRIPTION PROCESS (Exhibit E)

Platform Compensation

- As compensation for the services provided by StartEngine Capital, the issuer is required to pay to StartEngine Capital a fee consisting of a 6-8% (six to eight percent) commission based on the dollar amount of securities sold in the Offering and paid upon disbursement of funds from escrow at the time of a closing. The commission is paid in cash and in securities of the Issuer identical to those offered to the public in the Offering at the sole discretion of StartEngine Capital. Additionally, the issuer must reimburse certain expenses related to the Offering. The securities issued to StartEngine Capital, if any, will be of the same class and have the same terms, conditions and rights as the securities being offered and sold by the issuer on StartEngine Capital's website.

Information Regarding Length of Time of Offering

- Investment Cancellations: Investors will have up to 48 hours prior to the end of the offering period to change their minds and cancel their investment commitments for any reason. Once within 48 hours of ending, investors will not be able to cancel for any reason, even if they make a commitment during this period.
- Material Changes: Material changes to an offering include but are not limited to: A change in minimum offering amount, change in security price, change in management, material change to financial information, etc. If an issuer makes a material change to the offering terms or other information disclosed, including a change to the offering deadline, investors will be given five business days to reconfirm their investment commitment. If investors do not reconfirm, their investment will be cancelled and the funds will be returned.

Hitting The Target Goal Early & Oversubscriptions

- StartEngine Capital will notify investors by email when the target offering amount has hit 25%, 50% and 100% of the funding goal. If the issuer hits its goal early, and the minimum offering period of 21 days has been met, the issuer can create a new target deadline at least 5 business days out. Investors will be notified of the new target deadline via email and will then have the opportunity to cancel up to 48 hours before new deadline.
- Oversubscriptions: We require all issuers to accept oversubscriptions. This may not be possible if: 1) it vaults an issuer into a different category for financial statement requirements (and they do not have the requisite financial statements); or 2) they reach $1.07M in investments. In the event of an oversubscription, shares will be allocated at the discretion of the issuer.
- If the sum of the investment commitments does not equal or exceed the target offering amount at the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.
- If a StartEngine issuer reaches its target offering amount prior to the deadline, it may conduct an initial closing of the offering early if they provide notice of the new offering deadline at least five business days prior to the new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment). StartEngine will notify investors when the issuer meets its

target offering amount. Thereafter, the issuer may conduct additional closings until the offering deadline.

Minimum and Maximum Investment Amounts

- In order to invest, to commit to an investment or to communicate on our platform, users must open an account on StartEngine Capital and provide certain personal and non-personal information including information related to income, net worth, and other investments.
- Investor Limitations: Investors are limited in how much they can invest on all crowdfunding offerings during any 12-month period. The limitation on how much they can invest depends on their net worth (excluding the value of their primary residence) and annual income. If either their annual income or net worth is less than $107,000, then during any 12-month period, they can invest up to the greater of either $2,200 or 5% of the lesser of their annual income or net worth. If both their annual income and net worth are equal to or more than $107,000, then during any 12-month period, they can invest up to 10% of annual income or net worth, whichever is less, but their investments cannot exceed $107,000.

SUBSCRIPTION AGREEMENT TEMPLATE (EXHIBIT F)

CONVERTIBLE NOTE SUBSCRIPTION AGREEMENT

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THIS OFFERING.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND STATE SECURITIES OR BLUE SKY LAWS. ALTHOUGH AN OFFERING STATEMENT HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), THAT OFFERING STATEMENT DOES NOT INCLUDE THE SAME INFORMATION THAT WOULD BE INCLUDED IN A REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND IT IS NOT REVIEWED IN ANY WAY BY THE SEC. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO SUBSCRIBER IN CONNECTION WITH THIS OFFERING OVER THE WEB-BASED PLATFORM MAINTAINED BY STARTENGINE CAPITAL LLC (THE "INTERMEDIARY"). ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

INVESTORS ARE SUBJECT TO LIMITATIONS ON THE AMOUNT THEY MAY INVEST, AS SET OUT IN SECTION 4(d). THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH SUBSCRIBER IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY SUBSCRIBER IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PROSPECTIVE INVESTORS MAY NOT TREAT THE CONTENTS OF THE SUBSCRIPTION AGREEMENT, THE OFFERING STATEMENT OR ANY OF THE OTHER MATERIALS AVAILABLE ON THE INTERMEDIARY'S WEBSITE (COLLECTIVELY, THE "OFFERING MATERIALS") OR ANY COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS AS INVESTMENT, LEGAL OR TAX ADVICE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND THE RISKS INVOLVED. EACH PROSPECTIVE INVESTOR SHOULD CONSULT THE INVESTOR'S OWN COUNSEL, ACCOUNTANT AND OTHER PROFESSIONAL ADVISOR AS TO INVESTMENT, LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING THE INVESTOR'S PROPOSED INVESTMENT.

THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY'S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS "ESTIMATE," "PROJECT," "BELIEVE," "ANTICIPATE," "INTEND," "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT'S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY'S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THE INFORMATION PRESENTED IN THE OFFERING MATERIALS WAS PREPARED BY THE COMPANY SOLELY FOR THE USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THIS OFFERING. NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY

OFFERING MATERIALS, AND NOTHING CONTAINED IN THE OFFERING MATERIALS IS OR SHOULD BE RELIED UPON AS A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF SECURITIES SUCH INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.

TO: %%NAME_OF_ISSUER%%
%%ADDRESS_OF_ISSUER%%

Ladies and Gentlemen:

1. Note Subscription.

(a) The undersigned ("Subscriber") hereby subscribes for and agrees to purchase a Convertible Note (the "Securities"), of %%NAME_OF_ISSUER%%, a %%STATE_INCORPORATED%% %%COMPANY_TYPE%% (the "Company"), upon the terms and conditions set forth herein. The rights of the Securities are as set forth in the Convertible Note and any description of the Securities that appears in the Offering Materials is qualified in its entirety by such document.

(b) By executing this Subscription Agreement, Subscriber acknowledges that Subscriber has received this Subscription Agreement, a copy of the Offering Statement of the Company filed with the SEC and any other information required by the Subscriber to make an investment decision.

(c) This Subscription may be accepted or rejected in whole or in part, at any time prior to a Closing Date (as hereinafter defined), by the Company at its sole discretion. In addition, the Company, at its sole discretion, may allocate to Subscriber only a portion of the number of Securities Subscriber has subscribed for. The Company will notify Subscriber whether this subscription is accepted (whether in whole or in part) or rejected. If Subscriber's subscription is rejected, Subscriber's payment (or portion thereof if partially rejected) will be returned to Subscriber without interest and all of Subscriber's obligations hereunder shall terminate.

(d) The aggregate value of Securities sold shall not exceed $%%MAX_FUNDING_AMOUNT%% (the "Oversubscription Offering"). Providing that subscriptions for $%%MIN_FUNDING_AMOUNT%% Securities are received (the "Minimum Offering"), the Company may elect at any time to close all or any portion of this offering, on various dates at or prior to the Termination Date (each a "Closing Date").

(e) In the event of rejection of this subscription in its entirety, or in the event the sale of the Securities (or any portion thereof) is not consummated for any reason, this Subscription Agreement shall have no force or effect.

2. Purchase Procedure.

(a) Payment. The purchase price for the Securities shall be paid simultaneously with the execution and delivery to the Company of the signature page of this Subscription Agreement, which signature and delivery may take place through digital online means. Subscriber shall deliver a signed copy of this Subscription Agreement, along with payment for the aggregate purchase price of the Securities in accordance with the online payment process established by the Intermediary.

(b) Escrow arrangements. Payment for the Securities shall be received by %%ESCROW_AGENT_NAME%% (the "Escrow Agent") from the undersigned by transfer of immediately available funds or other means approved by the Company prior to the applicable Closing, in the amount as set forth in Appendix A on the signature page hereto and otherwise in accordance with Intermediary's payment processing instructions. Upon such Closing, the Escrow Agent shall release such funds to the Company. The undersigned shall receive notice and evidence of the digital entry of the number of the Securities owned by undersigned reflected on the books and records of the Company as recorded by CrowdManage, (a "Cap Table Mangement service owned and operated by StartEngine Crowdfunding, Inc."), which books and records shall bear a notation that the Securities were sold in reliance upon Regulation CF.

3. Representations and Warranties of the Company.

The Company represents and warrants to Subscriber that the following representations and warranties are true and complete in all material respects as of the date of each Closing Date, except as otherwise indicated. For purposes of this Agreement, an individual shall be deemed to have "knowledge" of a particular fact or other matter if such individual is actually aware of such fact. The Company will be deemed to have "knowledge" of a particular fact or other matter if one of the Company's current officers has, or at any time had, actual knowledge of such fact or other matter.

(c) Organization and Standing. The Company is a %%COMPANY_TYPE%% duly formed, validly existing and in good standing under the laws of the State of %%STATE_INCORPORATED%%. The Company has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Subscription Agreement, and any other agreements or instruments required hereunder. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

(d) Eligibility of the Company to Make an Offering under Section 4(a)(6).The Company is eligible to make an offering under Section 4(a)(6) of the Securities Act and the rules promulgated thereunder by the SEC.

(e) Issuance of the Securities. The issuance, sale and delivery of the Securities in accordancewith this Subscription Agreement has been duly authorized by all necessary corporate action on the part of the Company. The Securities, when so issued, sold and delivered against payment therefor in accordance with the provisions of this Subscription Agreement, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms. The company will take measures necessary so the conversion of shares will be authorized and issued when required.

(f) Authority for Agreement. The execution and delivery by the Company of this Subscription Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale and delivery of the Securities) are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon full execution hereof, this Subscription Agreement shall constitute a valid and binding agreement of the Company, enforceable against the Company 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, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or state securities laws.

(g) No filings. Assuming the accuracy of the Subscriber's representations and warranties set forth in Section 4 hereof, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with the execution, delivery and performance by the Company of this Subscription Agreement except (i) for such filings as may be required under Section 4(a)(6) of the Securities Act or the rules promulgated thereunder or under any applicable state securities laws, (ii) for such other filings and approvals as have been made or obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Company to perform its obligations hereunder.

(h) Financial statements. Complete copies of the Company's financial statements consisting of the statement of financial position of the Company as at %%END_DATE_FINANCIAL_REVIEW%% and the related consolidated statements of income and cash flows for the two-year period then ended or since inception (the "Financial Statements") have been made available to the Subscriber and appear in the Offering

Statement and on the site of the Intermediary. The Financial Statements are based on the books and records of the Company and fairly present the financial condition of the Company as of the respective dates they were prepared and the results of the operations and cash flows of the Company for the periods indicated. The Financial Statements comply with the requirements of Rule 201 of Regulation Crowdfunding, as promulgated by the SEC.

(i) Proceeds. The Company shall use the proceeds from the issuance and sale of the Securities as set forth in the Offering Materials.

(j) Litigation. There is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, manager, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.

4. Representations and Warranties of Subscriber. By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Securities subscribed for hereby in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) represents and warrants, which representations and warranties are true and complete in all material respects as of the date of the Subscriber's Closing Date(s):

(a) Requisite Power and Authority. Such Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement, the Operating Agreement and other agreements required hereunder and to carry out their provisions. All action on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement and other agreements required hereunder have been or will be effectively taken prior to the Closing. Upon their execution and delivery, this Subscription Agreement and other agreements required hereunder will be valid and binding obligations of Subscriber, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) Investment Representations. Subscriber understands that the Securities have not been registered under the Securities Act. Subscriber also understands that the Securities are being offered and sold pursuant to an exemption from registration contained in the Act based in part upon Subscriber's representations contained in this Subscription Agreement.

(c) Illiquidity and Continued Economic Risk Subscriber acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. Subscriber must bear the economic risk of this investment indefinitely and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended) with respect to facilitating trading or resale of the Securities. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Securities. Subscriber also understands that an investment in the Company involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of Securities.

(d) Resales. Subscriber agrees that during the one-year period beginning on the date on which it acquired Securities pursuant to this Subscription Agreement, it shall not transfer such Securities except:

(i) To the Company;

(ii) To an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act;

(iii) As part of an offering registered under the Securities Act with the SEC; or

(iv) To a member of the Subscriber's family or the equivalent, to a trust controlled by the Subscriber, to a trust created for the benefit of a member of the family of the Subscriber or equivalent, or in connection with the death or divorce of the Subscriber or other similar circumstance.

(e) Investment Limits. Subscriber represents that either:

(i) Either of Subscriber's net worth or annual income is less than $107,000, and that the amount it is investing pursuant to this Subscription Agreement, together with all other amounts invested in offerings under Section 4(a)(6) of the Securities Act within the previous 12 months, is either less than (A) 5% of the lower of its annual income or net worth, or (B) $2,200; or

(ii) Both of Subscriber's net worth and annual income are more than $107,000, and that the amount it is investing pursuant to this Subscription Agreement, together with all other amounts invested in offerings under Section 4(a)(6) of the Securities Act within the previous 12 months, is less than 10% of the lower of its annual income or net worth, and does not exceed $107,000.

(f) Subscriber information. Within five days after receipt of a request from the Company, the Subscriber hereby agrees to provide such information with respect to its status as a shareholder (or potential shareholder) and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject. **Subscriber further agrees that in the event it transfers any Securities, it will require the transferee of such Securities to agree to provide such information to the Company as a condition of such transfer.**

(g) Company Information. Subscriber has read the Offering Statement. Subscriber understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Materials. Subscriber has had an opportunity to discuss the Company's business, management and financial affairs with managers, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Subscriber has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Subscriber acknowledges that except as set forth herein, no representations or warranties have been made to Subscriber, or to Subscriber's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

(h) Valuation. The Subscriber acknowledges that the price of the Securities was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. The Subscriber further acknowledges that future offerings of Securities may be made at lower valuations, with the result that the Subscriber's investment will bear a lower valuation.

(i) Domicile. Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address shown on the signature page.

(j) Foreign Investors. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

5. Revisions to Manner of Holding.

In the event that statutory or regulatory changes are adopted such that it becomes possible for companies whose purpose is limited to acquiring, holding and disposing of securities issued by a single company ("Crowdfunding SPVs") to make offerings under Section 4(a)(6) of the Securities Act, Subscriber agrees to exchange the Securities for securities issued by a Crowdfunding SPV in a transaction complying with the requirements of Section 3(a)(9) of the Securities Act. Subscriber agrees that in the event the Subscriber does not provide information sufficient to effect such exchange in a timely manner, the Company may repurchase the Securities at a price to be determined by the Board of Directors. Subscriber further agrees to transfer its holdings of securities issued under Section 4(a)(6) of the Securities Act into "street name" in a brokerage account in Subscriber's name, provided that the Company pay all costs of such transfer. Subscriber agrees that in the event the Subscriber does not provide information sufficient to effect such transfer in a timely manner, the Company may repurchase the Securities at a price to be determined by the Board of Directors.

6. Indemnity. The representations, warranties and covenants made by the Subscriber herein shall survive the closing of this Agreement. The Subscriber agrees to indemnify and hold harmless the Company and its respective officers, directors and affiliates, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction.

7. Governing Law; Jurisdiction. This Subscription Agreement shall be governed and construed in accordance with the laws of the State of New York.

EACH OF THE SUBSCRIBERS AND THE COMPANY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE %%STATE_INCORPORATED%% AND NO OTHER PLACE AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS SUBSCRIPTION AGREEMENT MAY BE LITIGATED IN SUCH COURTS. EACH OF SUBSCRIBERS AND THE COMPANY ACCEPTS FOR ITSELF AND HIMSELF AND IN CONNECTION WITH ITS AND HIS RESPECTIVE PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT. EACH OF SUBSCRIBERS AND THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN THE MANNER AND IN THE ADDRESS SPECIFIED IN SECTION 9 AND THE SIGNATURE PAGE OF THIS SUBSCRIPTION AGREEMENT.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE ACTIONS OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF, EACH OF THE PARTIES HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF SUCH PARTY. EACH OF THE PARTIES HERETO FURTHER WARRANTS AND REPRESENTS THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS SUBSCRIPTION AGREEMENT. IN THE EVENT OF LITIGATION, THIS SUBSCRIPTION AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

8. Notices. Notice, requests, demands and other communications relating to this Subscription Agreement and the transactions contemplated herein shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed, telecopied or cabled, on the date of such delivery to the address of the respective parties as follows:

	If to the Company, to:	
	If to a Subscriber, to Subscriber's address as shown on the signature page hereto	

or to such other address as may be specified by written notice from time to time by the party entitled to receive such notice. Any notices, requests, demands or other communications by telecopy or cable shall be confirmed by letter given in accordance with (a) or (b) above.

9. Miscellaneous.

(a) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

(b) This Subscription Agreement is not transferable or assignable by Subscriber.

(c) The representations, warranties and agreements contained herein shall be deemed to be made by and be binding upon Subscriber and its heirs, executors, administrators and successors and shall inure to the benefit of the Company and its successors and assigns.

(d) None of the provisions of this Subscription Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and Subscriber.

(e) In the event any part of this Subscription Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement.

(f) The invalidity, illegality or unenforceability of one or more of the provisions of this Subscription Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Subscription Agreement in such jurisdiction or the validity, legality or enforceability of this Subscription Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

(g) This Subscription Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

(h) The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person.

(i) The headings used in this Subscription Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(j) This Subscription Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(k) If any recapitalization or other transaction affecting the stock of the Company is effected, then any new, substituted or additional securities or other property which is distributed with respect to the Securities shall be immediately subject to this Subscription Agreement, to the same extent that the Securities, immediately prior thereto, shall have been covered by this Subscription Agreement.

(l) No failure or delay by any party in exercising any right, power or privilege under this Subscription Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

[*SIGNATURE PAGE FOLLOWS*]

%%NAME_OF_ISSUER%%

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

The undersigned, desiring to purchase Convertible Notes of %%NAME_OF_ISSUER%%, by executing this signature page, hereby executes, adopts and agrees to all terms, conditions and representations of the Subscription Agreement.

(a) The aggregate purchase price for the Convertible Notes the undersigned hereby irrevocably subscribes for is:	%%VESTING_AMOUNT%% (print aggregate purchase

	price)
(b) The Securities being subscribed for will be owned by, and should be recorded on the Company's books as held in the name of: %%SUBSCRIBER_DETAILS_WITH_TAX_ID%% %%SUBSCRIBER_SIGNATURE%% Date	

* * * * *

This Subscription is accepted on %%TODAY%%.	%%NAME_OF_ISSUER%% By: %%ISSUER_SIGNATURE%%

[CONVERTIBLE NOTE FOLLOWS]

THIS INSTRUMENT AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE ACT. FOR ONE YEAR FROM THE DATE OF THIS INSTRUMENT, SECURITIES SOLD IN RELIANCE ON REGULATION CROWDFUNDING UNDER THE ACT MAY ONLY BE TRANSFERRED TO THE COMPANY, TO AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 OF REGULATION D UNDER THE ACT, AS PART OF AN OFFERING REGISTERED UNDER THE SECURITIES ACT WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), OR TO A MEMBER OF INVESTOR'S FAMILY OR THE EQUIVALENT, TO A TRUST CONTROLLED BY THE INVESTOR, TO A TRUST CREATED FOR THE BENEFIT OF A MEMBER OF THE FAMILY OF THE INVESTOR OR EQUIVALENT, OR IN CONNECTION WITH THE DEATH OR DIVORCE OF THE INVESTOR OR OTHER SIMILAR CIRCUMSTANCE. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO INVESTOR IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

$%%VESTING_AMOUNT%%	%%TODAY%% %%ISSUER_CITY%%, %%ISSUER_STATE%%

For value received %%NAME_OF_ISSUER%%, a %%STATE_INCORPORATED%% corporation (the "Company"), promises to pay to %%VESTING_AS%%, the investor party hereto ("Investor") who is recorded in the books and records of the Company as having subscribed to this convertible promissory note (the "Note") the principal amount set forth above and on the signature page of his/her subscription agreement (the "Subscription Agreement"), together with accrued and unpaid interest thereon, each due and payable on the date and in the manner set forth below. This Note is issued as part of a series of similar convertible promissory notes issued by the Company pursuant to Regulation Crowdfunding (collectively, the "Crowdfunding Notes") to qualified purchasers on the funding portal StartEngine Capital LLC (collectively, the "Investors").

Repayment. All payments of interest and principal shall be in lawful money of the United States of America and

shall be made pro rata among all Investors. All payments shall be applied first to accrued interest, and thereafter to principal. The outstanding principal amount of the Note shall be due and payable on the first business following the date %%MATURITY_DATE%% months after the Issuance Date (the “Maturity Date”). The “Issuance Date” is the date of the final closing held by Company under the Subscription Agreement.
Interest Rate. The Company promises to pay simple interest on the outstanding principal amount hereof from the date hereof until payment in full, which interest shall be payable at the rate of %%INTEREST_RATE%%% per annum or the maximum rate permissible by law, whichever is less. Interest shall be due and payable on the Maturity Date and shall be calculated on the basis of a 365-day year for the actual number of days elapsed.
Conversion; Repayment Premium Upon Sale of the Company.
In the event that the Company issues and sells shares of its Convertible Promissory Notes to investors on or before the date of the repayment in full of this Note in a transaction or series of transactions pursuant to which the Company issues and sells shares of its Convertible Promissory Notes resulting in gross proceeds to the Compnay of at least $
If the conversion of the Note would result in the issuance of a fractional share, the Company shall, in lieu of issuance of any fractional share, pay the Investor otherwise entitled to such fraction a sum in cash equal to the product resulting from multiplying the then current fair market value of one share of the class and series of capital stock into which this Note has converted by such fraction.
Notwithstanding any provision of this Note to the contract, if the Company consummates a Sale of the Company (as defined below) prior to the conversion or repayment in full of this Note, then (i) the Company will give the Investor at least [days] days prior written notice of the anticipated closing date of such Sale of the Company and (ii) at the closing of such Sale of the Company, in full satisfaction of the Company’s obligations under this Note, the Company will pay to the Investor an aggregate amount equal to the greater of (a) the aggregate amount of interest then outstanding under this Note plus [multiple] the outstanding principal amount of this Note or (b) the amount the Investor would have been entitled to receive in connection with such Sale of the Company if the aggregate amount of principal and interest then outstanding under this Note had been converted into shares of [preferred stock] of the Company pursuant to Section 3(b) immediately prior to the closing of such Sale of the Company.
For the purposes of this Note: The legal existence of the company shall not terminate upon the addition of a new owner or the transfer of an owner's interest under this agreement, or the death, withdrawal, bankruptcy, or expulsion of an owner. If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.
Maturity. Unless this Note has been previously converted in accordance with the terms of this Note, the entire outstanding principal balance and all unpaid accrued interest shall become fully due and payable on the Maturity Date.
Expenses. In the event of any default hereunder, the Company shall pay all reasonable attorneys’ fees and court costs incurred by Investor in enforcing and collecting this Note.
Prepayment. The Company may not prepay this Note prior to the Maturity Date without the consent of the Requisite Holders.
Default. if there shall be any ***"Event of Default"*** hereunder, If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “Dissolving Investors”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and pro rata among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive.
Waiver.
Governing Law. This Note shall be governed by and construed under the laws of the state of %%STATE_INCORPORATED%%, as applied to agreements among %%STATE_INCORPORATED%% residents, made and to be performed entirely within the state of %%STATE_INCORPORATED%%, without giving effect to conflicts of laws principles.

Parity with Other Notes. The Company's repayment obligation to the Investor under this Note shall be on parity with the Company's obligation to repay all Notes issued pursuant to the Agreement. In the event that the Company is obligated to repay the Notes and does not have sufficient funds to repay the Notes in full, payment shall be made to Investors of the Notes on a pro rata basis. The preceding sentence shall not, however, relieve the Company of its obligations to the Investor hereunder.
Modification; Waiver. Any term of this Note may be amended or waived with the written consent of the Company and 51% in interest of investors
Assignment. Subject to compliance with applicable federal and state securities laws (including the restrictions described in the legends to this Note), this Note and all rights hereunder are transferable in whole or in part by the Investor to any person or entity upon written notice to the Company. Thereupon, this Note shall be registered in the Company's books and records in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such interest and principal.
Electronic Signature. The Company has signed this Note electronically and agrees that its electronic signature is the legal equivalent of its manual signature on this Note.

[CONVERTIBLE NOTE FOLLOWS]

%%NAME_OF_ISSUER%%:
By: ____%%ISSUER_SIGNATURE%%____
Name: %%NAME_OF_ISSUER%%
Title: %%ISSUER_TITLE%%
Investor:
By: ____%%SUBSCRIBER_SIGNATURE%%____
Name: %%VESTING_AS%%
Title: %%INVESTOR_TITLE%%
Email: %%VESTING_AS_EMAIL%%