



PRIVATE PLACEMENT AGREEMENT SC INTRASTATE OFFERING STOCK (SHARES) PURCHASE AGREEMENT

Who is ZPHR. ZPHR Software Services is a SC C Corporation with a SAAS business model. The company has developed a ride share software that it currently uses through a secondary company called Ridester, LLC dba ZPHR. ZPHR is a company that provides rides to individuals and businesses by using independent contractors and their vehicles. Our model is similar to that of Uber, Lyft and Wridz. Ridester, LLC is a Delaware corporation and the agreements with Riders and Drivers are through that company.

WHO IS ZPHR AND WHY WAS IT STARTED.

ZPHR IS a collection of people from all walks of life who are drivers or riders of ride hailing/sharing services.

ZPHR was founded by a repeat successful entrepreneur who after a serious illness started driving a few hours a day for something to do while he recovered. He quickly realized how poorly the drivers and riders were being treated and after over 4,000 rides determined that there needs to be a better way for drivers and riders in a ride sharing environment.

WHAT MAKES US DIFFERENT.

Why Be A Driver For ZPHR



- Earn more per ride, minimum of 42% commission*.
- Drive more, make more, up to 60% commission*.
- Invest in ZPHR and make even more per ride.
- No unprofitable rides.
- Work in a geographic area.
- Faster issue resolution.
- Be a favorite driver for riders.
- A company that cares about its riders and drivers. (*after state taxes, airport fees and insurance.)

Why Sign Up As A Rider With ZPHR



- No Surge pricing!
- Women riders can select Women drivers.
- Select a favorite driver.
- Safe: Experienced and vetted drivers.
- Reserve rides at no additional charges.
- Invest in ZPHR and pay less per ride.
- A portion of each ride is donated to Charity.
- A company that cares about its riders and drivers.

CURRENT TEAM. Billie Attaway, CEO; Julie Wormwood, Support/Admin. Ashish Gupta, CTO (India). Hans Zithsi, Driver Engagement. We currently use various contractors around the world for advertising, social media, and tech support.

AMOUNT TO BE RAISED: Up to \$500,000 with no minimum amount.

SHARES AVAILABLE AND TYPE OF SHARES. Up to 1,500,000 shares representing 10% of the companies' total shares.

CLASS OF SHARES. Common stock. Number of shares will be determined by the amount of the investment per person or entity. Hereinafter known as the "Shares."

TYPE OF OFFERING: SC INTRASTATE OFFERING. At this time, this offering can only be participated in by residents of South Carolina.

REGISTRATION. This offering has been registered with the State of SC Securities Division and is exempt from registration with the [SEC under rule 147 and 147A](#). ZPHR is claiming the Intrastate Offering Exemption and the information required by [Rule 13-206](#) of the South Carolina Code of Regulations.

The exemption is only available to issuers organized and based in South Carolina, and all offers and sales of securities under the exemption must be limited to residents of South Carolina.

INTRASTATE OFFERING INVESTOR RULES. Investments less than \$5,000 do not have to be an accredited investor. Investments over \$5,000 the investor must be an accredited investor. [Accredited Investor](#) definition.

WHERE WE ARE TODAY: ZPHR has been sourcing drivers and marketing to riders. At this time (Aug. 2024 ZPHR has over 30 drivers and almost 200 riders.

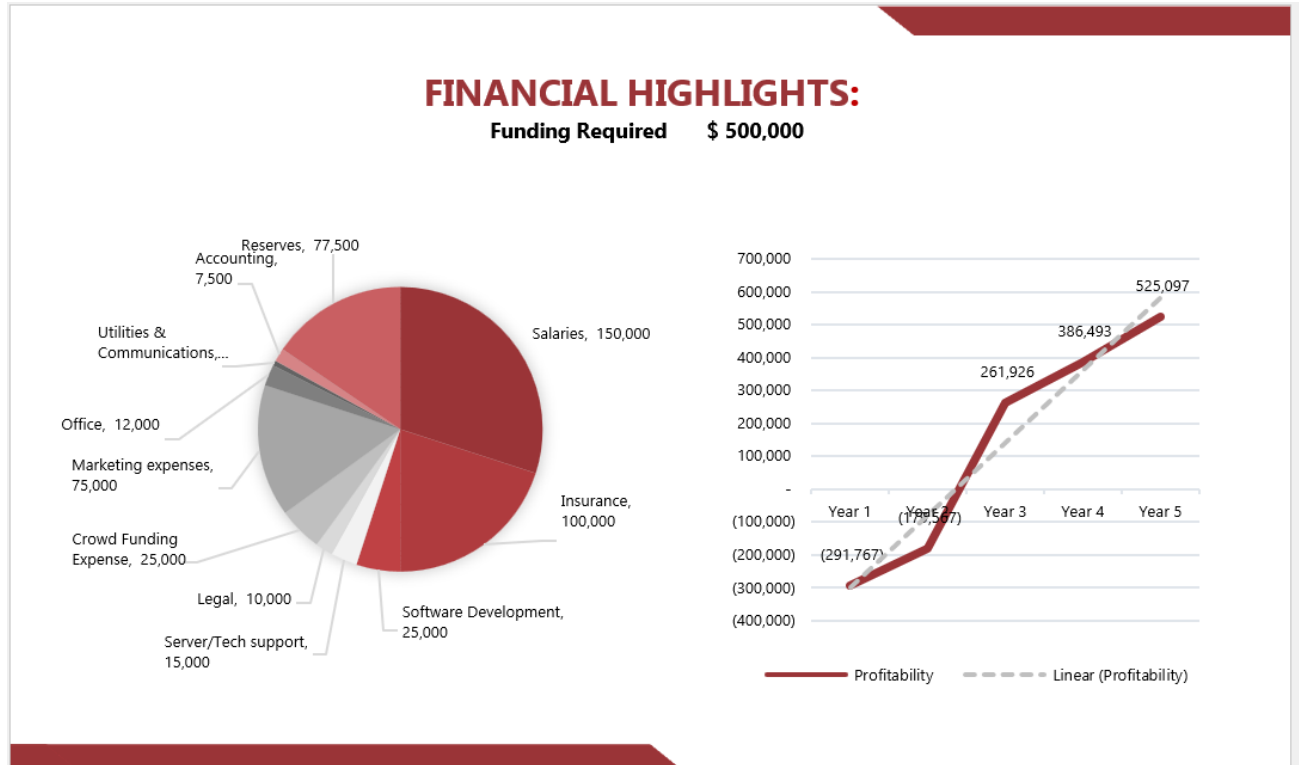
We have met all the requirements and are permitted to operate as a rideshare operator at the Charleston International Airport.

Ridester LLC dba ZPHR has met all the requirements of the State of SC ORS and registered with the State of SC ORS as a TNC (Ride Share Company). ZPHR.

Insurance through Ridester, LLC, is in force to meet the State of SC requirements.

ZPHR became operational in a soft launch on August 1, 2024.

USE OF FUNDS.



RISK AND DISCLOSURES: Start-up ventures are inherently risky. The fact that the Seller is taking on the largest player in the ride share business should be cause for concern.

In an attempt to reduce the risk to investors. ZPHR developed the software and became operational at it's own expense without outside investors.

There are all types of risk for this type of investment such as political, insurance, malfeasance, poor decision making, competition, changes in rules and regulations, loss of insurance, just to name a few, really too many to list.

The bottom line is that you could lose some or all of your investment in this business and you should not risk any amount that you are not willing to lose.

SHARE PRICE

Amount Invested	Bonus Shares	Actual cost per share	Total Shares
\$ 100	100	\$.50	200
\$ 250	350	\$.42	600
\$ 500	750	\$.40	1250
\$ 1,000 and greater	2,000	\$.33	3000

THE PARTIES. This Stock (Shares) Purchase Agreement (“Agreement”) is dated as of _____ and is made and entered into by and between:

Seller: ZPHR Software Services, Inc. (ZPHR in this document) a SC C Corporation, with a mailing address of P O Box 1 Mt. Pleasant, SC 29465

Buyer: Individual or Corporate Entity.

Individual:

Entity Name (if not an individual):

Mailing Address:

City: _____ State: _____ Zip: _____

If Individual SSN:

If Entity, State of Incorporation / Organization:

If Entity, FEIN:

Entity Type: (check one)

- Corporation
- LLC (Company)
- Partnership
- General Partnership (GP)
- Limited Partnership (LP)
- Other. [OTHER]

Hereinafter known as the “Business Entity.” Buyer and Seller are each referred to herein as a “Party” and, collectively, as the “Parties.”

CLOSING DATE. The closing shall occur on the day and time of the investor signing the subscription agreement and remitting funds.

PAYMENT METHODS. On the Closing Date, the Buyer shall deliver the full amount of the Purchase Price in any of the following methods: (check all that apply)

- ACH/Bank Wire
- Check
- Other: Venmo, Zelle, Paypal

DEPOSIT. As part of this Agreement, the Seller: (check one)

- **Does not require a Deposit.** The Buyer's consideration shall be their full-faith commitment to purchase the Shares of Stock under the terms of this Agreement.

DUE DILIGENCE PERIOD. The Buyer: (check one)

- **Does NOT Require a Due Diligence Period.** The Buyer does not require a due diligence period to review the finances, agreements, or any other information of the Business Entity.

DELIVERY. The delivery of the Shares of Stock, along with any stock certificates, shall be transferred to the Buyer within sixty days of the fund raising closing and the buyers funds being received by the Seller in an approved method.

AUTHORITY OF SELLER. To induce the Buyer to enter into and perform its obligations under this Agreement, the Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

- a.) **Capacity.** The Seller has all requisite power, authority, and capacity to enter into this Agreement. The execution, delivery, and performance of this Agreement by the Seller does not, and the consummation of the transaction contemplated hereby will not result in a breach of or default under any agreement to which the Seller is a party by which the Seller is bound.
- b.) **Binding Agreement.** This Agreement has been duly and validly executed and delivered by the Seller and constitutes the Seller's valid and binding agreement, enforceable against the Seller in accordance with and subject to its terms.
- c.) **Title to Shares of Stock.** The Seller is the lawful, record and beneficial owner of all the Shares of Stock, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares of Stock in accordance with the terms of this Agreement transfers to the Buyer legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.

AUTHORITY OF BUYER. To induce the Seller to enter into and perform their obligations under this Agreement.

SELLING AGENTS. The seller may use selling agents and their fees will be paid by the company out of proceeds.

WARRANTY. The Buyer represents and warrants to the Seller as follows:

- a.) **Capacity.** The Buyer has all requisite power, authority, and capacity to enter into this Agreement. The execution, delivery, and performance of this Agreement by the Buyer does not, and the consummation of the transaction contemplated hereby will not result in a breach of or a default under any agreement to which the Buyer is a party or by which Buyer is bound.
- b.) **Disclosure.** The Buyer is aware of the risks involved in purchasing the Shares of Stock and accepts that its value can change rapidly and unpredictably.

DATE AND TIME. Time is of the essence.

- a.) **Calendar Days.** Calendar days shall represent all days of the year except Saturdays, Sundays, and Federal Holidays (“Calendar Days”).
- b.) **Effective Date.** The effective date of this Agreement shall be the day the Parties authorize this Agreement and acceptance has been given.

GOVERNING LAW. This Agreement shall be construed, interpreted, and enforced in accordance with, and shall be governed by, the laws in the State of South Carolina without reference to, and regardless of, any applicable choice or conflicts of laws principals.

COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the Parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the Parties hereto with respect to the subject matter hereof.

Buyer’s Signature: _____ **Date:** _____

Print Name: _____

Seller’s Signature: _____ **Date:** _____
Billie Attaway, CEO Zephyr Software Services, Inc.

