Form C

Cover Page

Name of issuer:

Tribe Pilot Inc.

Legal status of issuer:

Form: Other
Other (specify): Public Benefit Corporation
Jurisdiction of Incorporation/Organization: OR
Date of organization: 6/22/2017

Physical address of issuer:

2692 NW Nordic Ave.
Bend OR 97703

Website of issuer:

http://www.tribepilot.com

Name of intermediary through which the offering will be conducted:

Wefunder Portal LLC

CIK number of intermediary:

0001670254

SEC file number of intermediary:

007-00033

CRD number, if applicable, of intermediary:

283503

Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the offering amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the offering, including the amount of referral and any other fees associated with the offering:

7.5% of the offering amount upon a successful fundraise, and be entitled to reimbursement for out-of-pocket third party expenses it pays or incurs on behalf of the Issuer in connection with the offering.

Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest:

No

Type of security offered:

☐ Common Stock
☐ Preferred Stock
☑ Debt
☐ Other

If Other, describe the security offered:

Target number of securities to be offered:

50,000

Price:

$1.00000

Method for determining price:

Pro-rated portion of the total principal value of $50,000; interests will be sold in increments of $1.

Target offering amount:

$50,000.00

Oversubscriptions accepted:

☑ Yes
☐ No

If yes, disclose how oversubscriptions will be allocated:

☐ Pro-rata basis
☐ First-come, first-served basis
☑ Other

If other, describe how oversubscriptions will be allocated:

As determined by the issuer

Maximum offering amount (if different from target offering amount):

$107,000.00

Deadline to reach the target offering amount:

8/17/2020

NOTE: 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.

Current number of employees:

4

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets:	$112,601.00	$24,684.00
Cash & Cash Equivalents:	$12,964.00	$12,418.00
Accounts Receivable:	$0.00	$0.00
Short-term Debt:	$2,182.00	$0.00
Long-term Debt:	$0.00	$0.00
Revenues/Sales:	$71.00	$0.00
Cost of Goods Sold:	$3,616.00	$0.00
Taxes Paid:	$200.00	$100.00
Net Income:	($80,228.00)	($78,865.00)

Select the jurisdictions in which the issuer intends to offer the securities:

AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, B5, GU, PR, VI, 1V

Offering Statement

Respond to each question in each paragraph of this part. Set forth each question and any notes, but not any instructions thereto, in their entirety. If disclosure in response to any question is responsive to one or more other questions, it is not necessary to repeat the disclosure. If a question or series of questions is inapplicable or the response is available elsewhere in the Form, either state that it is inapplicable, include a cross-reference to the responsive disclosure, or omit the question or series of questions.

Be very careful and precise in answering all questions. Give full and complete answers so that they are not misleading under the circumstances involved. Do not discuss any future performance or other anticipated event unless you have a reasonable basis to believe that it will actually occur within the foreseeable future. If any answer requiring significant information is materially inaccurate, incomplete or misleading, the Company, its management and principal shareholders may be liable to investors based on that information.

THE COMPANY

1. Name of issuer:

Tribe Pilot Inc.

COMPANY ELIGIBILITY

2. ☑ Check this box to certify that all of the following statements are true for the issuer.

- Organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia.
- Not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.
- Not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding.
- Has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement (or for such shorter period that the issuer was required to file such reports).
- Not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.

3. Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding?

☐ Yes ☑ No

DIRECTORS OF THE COMPANY

4. Provide the following information about each director (and any persons occupying a similar status or performing a similar function) of the issuer.

Director	**Principal Occupation**	**Main Employer**	**Year Joined as Director**
Peter Christoff	Director	Merrill O'Sullivan, LLP	2019
Mark Morrisson	Director	Tribe Pilot	2019
Mathew Smith	CEO	Tribe Pilot	2017

For three years of business experience, refer to Appendix D: Director & Officer Work History.

OFFICERS OF THE COMPANY

5. Provide the following information about each officer (and any persons occupying a similar status or performing a similar function) of the issuer.

Officer	Positions Held	Year Joined
Mathew Smith	President	2017
Mathew Smith	CEO	2017
Mathew Smith	Secretary	2017

For three years of business experience, refer to Appendix D: Director & Officer Work History.

PRINCIPAL SECURITY HOLDERS

6. Provide the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power.

Name of Holder	No. and Class of Securities Now Held	% of Voting Power Prior to Offering
Mathew Smith	710000.0 Class A Common	84.02

BUSINESS AND ANTICIPATED BUSINESS PLAN

7. Describe in detail the business of the issuer and the anticipated business plan of the issuer.

For a description of our business and our business plan, please refer to the attached Appendix A, Business Description & Plan

RISK FACTORS

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.

8. Discuss the material factors that make an investment in the issuer speculative or risky:

> Although there are currently no known similar or direct competitors, we recognize that if one enters the market we may be under capitalized to sufficiently compete and be forced to raise more money.
>
> The COVID-19 crisis could last longer than expected, which would deter people from using our service. It's also possible that the market demand for outdoor adventures will diminish in light of the pandemic, even after quarantine regulations are lifted.
>
> Economic downturns affect the recreation and travel industry early in their cycle and we may find our markets shrink. Though we find our price point today is acceptable with our target user groups, this could change with household income changes.
>
> As with most software companies, as we scale our user base earnings grow faster than our expenses. Certain expenses that we have little control over grow in lock step with revenue. These include mainly Apple and Android store fees, 3 rd party software services, and online advertising costs. If any of these 3 rd parties significantly change their pricing, we could find our margins shrink to unsustainable levels.
>
> Our successes to date have been in small campaigns, cohorts, probes, and tests. We have every reason to believe that these metrics will hold across scale, however this is not a guarantee.
>
> Our future success depends on the efforts of a small management team. The loss of services of the members of the management team may have an adverse effect on the company. There can be no assurance that we will be successful in attracting and retaining other personnel we require to successfully grow our business.
>
> Ours is a consumer market. Consumer protection laws, particularly those addressing privacy or security concerns might require us to divert growth resources to quickly update code. This may harm our growth or margins.

The Offering

USE OF FUNDS

9. What is the purpose of this offering?

The Company intends to use the net proceeds of this offering for working capital and general corporate purposes, which includes the specific items listed in Item 10 below. While the Company expects to use the net proceeds from the Offering in the manner described above, it cannot specify with certainty the particular uses of the net proceeds that it will receive from from this Offering. Accordingly, the Company will have broad discretion in using these proceeds.

10. How does the issuer intend to use the proceeds of this offering?

If we raise:	**$50,000**
Use of Proceeds:	72.5% to operations for scaling, 20% Paid marketing spend (Facebook/Instagram), 7.5% Wefunder intermediary fee

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If we raise:	**$107,000**
Use of Proceeds:	62.5% to operations for scaling through a part-full-time hire, 30% Paid marketing spend (Facebook/Instagram), 7.5% Wefunder intermediary fee

DELIVERY & CANCELLATIONS

11. How will the issuer complete the transaction and deliver securities to the investors?

If we reach our target offering amount prior to the deadline, we may conduct an initial closing of the offering early if we provide notice about 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). Wefunder will notify investors if we conduct an initial closing. Thereafter, we may conduct additional closings from time to time at our and Wefunder's discretion until the deadline date.

The following describes the process to invest in the Company, including how the Company will complete an Investor's transaction and deliver securities to the investor.

1. Investor Commitment. The Investor will submit, through Wefunder Portal, a requested investment amount. When doing so, the Investor will also execute an investment contract with the Company ("Investment Agreement"), using the Investor's electronic signature.
2. Acceptance of the Investment. If the Investor Agreement is complete, the Investor's commitment will typically be recorded within a few minutes. The commitment will also be available on the Investor's "My Investments" screen on the wefunder.com website. After the offering closes, the contract will be counter-signed by the Company. The executed investment contract will then be sent to the investor via email, and is also available to download on the "My Investments" screen.
3. Investor Transfer of Funds. Upon receiving confirmation that an investment has been accepted, the Investor will be responsible for transferring funds from a source that is accepted by Wefunder Portal into an escrow account held with a third party bank on behalf of issuers offering securities through Wefunder Portal.
4. Progress of the Offering. The Investor will receive periodic email updates on the progress of the offering, including total amounts raised at any given time, and will be notified by email and through the "My Investments" screen when the target offering amount is met.
5. Closing: Original Deadline. Unless we meet the target offering amount early, Investor funds will be transferred from the escrow account to the Company on the deadline date identified in the Cover Page to this Form C and the Company's Wefunder Portal Profile.
6. Early Closings. If the target offering amount is met prior to the original deadline date, we may close the offering earlier, but no less than 21 days after the date on which information about the Company, including this Form C, is posted on our Wefunder Portal Profile. We will reschedule the offering deadline, and at least five days prior to the new deadline, investors will receive notice of it by email and through the "My Investments" screen. At the time of the new deadline, your funds will be transferred to the Company from the escrow account, provided that the target offering amount is still met after any cancellations.
7. Book Entry. Investments may be in book entry form. This means that the Investor may not receive a certificate representing his or her investment. Each investment will be recorded in our books and records and will be recorded in each Investors' "My Investments" screen. The Investor will also be emailed the Investment Agreement again. The Investment Agreement will also be available on the "My Investments" screen. At the option of the Company, you may receive an electronic certificate.

12. How can an investor cancel an investment commitment?

NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.

The intermediary will notify investors when the target offering amount has been met. If the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment).

If an investor does not cancel an investment commitment before the 48-hour period prior to the offering deadline, the funds will be released to the issuer upon closing of the offering and the investor will receive securities in exchange for his or her investment.

If an investor does not reconfirm his or her investment commitment after a material change is made to the offering, the investor's investment commitment will be cancelled and the committed funds will be returned.

An Investor's right to cancel. An Investor may cancel his or her investment commitment at any time until 48 hours prior to the offering deadline.

If there is a material change to the terms of the offering or the information provided to the Investor about the offering and/or the Company, the Investor will be provided notice of the change and must re-confirm his or her investment commitment within five business days of receipt of the notice. If the Investor does not reconfirm, he or she will receive notifications disclosing that the commitment was cancelled, the reason for the cancellation, and the refund amount that the investor is required to receive. If a material change occurs within five business days of the maximum number of days the offering is to remain open, the offering will be extended to allow for a period of five business days for the investor to reconfirm.

If the Investor cancels his or her investment commitment during the period when cancellation is permissible, or does not reconfirm a commitment in the case of a material change to the investment, or the offering does not close, all of the Investor's funds will be returned within five business days.

Within five business days of cancellation of an offering by the Company, the Company will give each investor notification of the cancellation, disclose the reason for the cancellation, identify the refund amount the Investor will receive, and refund the Investor's funds.

The Company's right to cancel. The Investment Agreement you will execute with us provides the Company the right to cancel for any reason before the offering deadline.

If the sum of the investment commitments from all investors does not equal or exceed the target offering amount at the time of the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

In addition, we may cap at 450 the total number of investors who will be allowed to invest through the offering that are not "accredited investors," as defined in Rule 501(a) of Regulation D under the Securities Act of 1933. In the event that more than 450 non-accredited investors are initially accepted into an offering in step (2) described in Question 11, the Company may cancel investments based on the order in which payments by Investors were received, or other criteria at the discretion of the Company, before the offering deadline.

Ownership and Capital Structure

THE OFFERING

13. Describe the terms of the securities being offered.

The Company is issuing Revenue Loan Agreements (Promissory Notes) in the form attached hereto as Appendix B, Investor Contracts (the "Notes"). In the event of any discrepancy between this Section 13 and the Notes, the terms of the Notes shall govern. The principal amount of each Note is the amount invested by the investor. The Company will use 5% of its gross revenues to pay back principal and the agreed up investment return. Each Note will be paid based on its pro rata share of all Notes issued in this offering. The Company may prepay the amounts owing under the Notes at any time. The Company will continue payments until investors have received 2.0x their principal investment (the repayment amount), provided however that at any time the Company may defer up to 1 such payment upon notice to the investor.

Early Bird: Investors who fund the first $40,000.00 of the fundraise will receive 2.25x their principal investment.

Upon the occurrence of an event of default (as defined in each Note), all unpaid principal, accrued interest and other amounts owing will automatically be immediately due, payable and collectible by the Company pursuant to applicable law.

To secure payment of all amounts due under the Notes, the Company will grant the investors a security interest in all of its personal property, now existing or hereafter arising, including all accounts, inventory, equipment, general intangibles, financial assets, investment property, securities, deposit accounts, and the proceeds thereof. The Company will authorize Wefunder to file a financing statement to perfect this security interest.

The notes do not provide investors with any voting rights in the company.

See exact security attached as Appendix B, Investor Contracts.

14. Do the securities offered have voting rights?

☐ Yes
☑ No

15. Are there any limitations on any voting or other rights identified above?

☑ Yes: No Voting Rights
☐ No:

16. How may the terms of the securities being offered be modified?

Any provision of this instrument (other than the Repayment Amount) may be amended, waived or modified as follows: upon the written consent of the Borrower and the holders of a majority in principal of the Repayment Amounts of all Notes.

RESTRICTIONS ON TRANSFER OF THE SECURITIES BEING OFFERED:

The securities being offered may not be transferred by any purchaser of such securities during the one year period beginning when the securities were issued, unless such securities are transferred:

1. to the issuer;
2. to an accredited investor;
3. as part of an offering registered with the U.S. Securities and Exchange Commission; or
4. 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.

NOTE: The term "accredited investor" means any person who comes within any of the categories set forth in Rule 501(a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person.

The term "member of the family of the purchaser or the equivalent" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the purchaser, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

DESCRIPTION OF ISSUER'S SECURITIES

17. What other securities or classes of securities of the issuer are outstanding? Describe the material terms of any other outstanding securities or classes of securities of the issuer.

Class of Security	Securities (or Amount) Authorized	Securities (or Amount) Outstanding	Voting Rights
Class A Common	2,000,000	844,992	Yes
Preferred	5,000,000	0	No
Class B Common	1,000,000	0	No

Class of Security	Securities Reserved for Issuance upon Exercise or Conversion
Warrants:	None
Options:	Class B Common, 48,256 Vested, 78,963 unvested, none exercised

Describe any other rights:

Investors in this Offering will not be receiving equity and therefore will not be receiving voting rights.

18. How may the rights of the securities being offered be materially limited, diluted or qualified by the rights of any other class of security identified above?

Because the Investor holds no voting rights in the company, the holders of a majority-in-interest of voting rights in the Company could limit the Investor's rights in a material way. For example, those interest holders could vote to change the terms of the agreements governing the Company's operations or cause the Company to engage in additional offerings (including potentially a public offering). These decisions could affect gross revenues and diminish payments made to Investors.

Based on the risk that the company may never realize revenues or face a Default Event, the Investor may never see any returns.

Additional risks related to the rights of other security holders are discussed below, in Question 20.

19. Are there any differences not reflected above between the securities being offered and each other class of security of the issuer?

No.

20. How could the exercise of rights held by the principal shareholders identified in Question 6 above affect the purchasers of the securities being offered?

As holders of a majority-in-interest of voting rights in the Company, the shareholders may make decisions with which the Investor disagrees, or that negatively affect the gross revenues of the Company, and the Investor will have no recourse to change these decisions. The Investor's interests may conflict with those of other investors, and there is no guarantee that the Company will develop in a way that is optimal for or advantageous to the Investor.

For example, the shareholders may change the terms of the articles of incorporation for the company, change the terms of securities issued by the Company, change the management of the Company, and even force out minority holders of securities. The shareholders may make changes that affect the tax treatment of the Company in ways that are unfavorable to you but favorable to them. Other holders of securities of the Company may also have access to more information than the Investor, leaving the Investor at a disadvantage with respect to any decisions regarding the securities he or she owns.

Based on the risks described above, the Investor could lose all or part of his or her investment in the securities in this offering, and may never see positive returns.

21. How are the securities being offered being valued? Include examples of methods for how such securities may be valued by the issuer in the future, including during subsequent corporate actions.

The offering price for the securities offered pursuant to this Form C has been determined arbitrarily by the Company, and does not necessarily bear any relationship to the Company's book value, assets, earnings or other generally accepted valuation criteria. In determining the offering price, the Company did not employ investment banking firms or other outside organizations to make an independent appraisal or evaluation. Accordingly, the offering price should not be considered to be indicative of the actual value of the securities offered hereby.

The value of the promissory notes will be determined by the Company's senior management in accordance with U.S. generally accepted accounting principles. For example, the notes may be valued based on principal plus anticipated interest payments over the course of the term of the note.

22. What are the risks to purchasers of the securities relating to minority ownership in the issuer?

An Investor in the promissory notes holds no position in the Company and will have no voting rights in the Company, and thus will be limited as to its ability to control or influence the governance and operations of the Company.

The marketability and value of the Investor's interest in the Company will depend upon many factors outside the control of the Investor. The Company will be managed by its officers and be governed in accordance with the strategic direction and decision-making of its board of directors, and the Investor will have no independent right to name or remove an officer or member of the board of directors of the Company.

23. What are the risks to purchasers associated with corporate actions, including additional issuances of securities, issuer repurchases of securities, a sale of the issuer or of assets of the issuer or transactions with related parties?

Additional issuances of securities. Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured. The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

Issuer repurchases of securities. The Company may have authority to repurchase its securities from shareholders, which may serve to decrease any liquidity in the market for such securities, decrease the percentage interests held by other similarly situated investors to the Investor, and create pressure on the Investor to sell its securities to the Company concurrently.

A sale of the issuer or of assets of the issuer. As a minority owner of the Company, the Investor will have limited or no ability to influence a potential sale of the Company or a substantial portion of its assets. Thus, the Investor will rely upon the executive management of the Company and the Board of Directors of the Company to manage the Company so as to maximize value for shareholders. Accordingly, the success of the Investor's investment in the Company will depend in large part upon the skill and expertise of the executive management of the Company and the Board of Directors of the Company. If the Board Of Directors of the Company authorizes a sale of all or a part of the Company, or a disposition of a substantial portion of the Company's assets, there can be no guarantee that the value received by the Investor, together with the fair market estimate of the value remaining in the Company, will be equal to or exceed the value of the Investor's initial investment in the Company.

Transactions with related parties. The Investor should be aware that there will be occasions when the Company may encounter potential conflicts of interest in its operations. On any issue involving conflicts of interest, the executive management and Board of Directors of the Company will be guided by applicable law, the Company's bylaws, and their good faith judgement as to the Company's best interests. The Company may engage in transactions with affiliates, subsidiaries or other related parties, which may be on terms which are not arm's-length, but will be in all cases consistent with the duties of the management of the Company to its shareholders. By acquiring an interest in the Company, the Investor will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

24. Describe the material terms of any indebtedness of the issuer:

Loan

Lender	Seal Payment Group
Issue date	12/31/19
Amount	$165,000.00
Outstanding principal plus interest	$412,500.00 as of 04/16/20
Interest rate	0.0% per annum
Current with payments	Yes

This is an instrument called a Shared Earnings Agreement (SEAL). Terms are: Company Shares 30% Earnings with investor pool after company hits 1,500,000 in revenue. It is similar to Revenue share, except payments come out of earnings. Current SEAL investors consist of shareholders, directors, officers, and spouses of directors.

This is a material liability, not indebtedness. This is the same equity listed under the Regulation D, Rule 506(b) listed in item #25.

25. What other exempt offerings has the issuer conducted within the past three years?

Offering Date	Exemption	Security Type	Amount Sold	Use of Proceeds
	Regulation D, 506(b)		$0	General operations
12/2019	Regulation D, Rule 506(b)	Shared Earnings Agreement	$165,000	General operations

26. Was or is the issuer or any entities controlled by or under common control with the issuer a party to any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, where the amount involved exceeds five percent of the aggregate amount of capital raised by the issuer in reliance on Section 4(a)(6) of the Securities Act during the preceding 12- month period, including the amount the issuer seeks to raise in the current offering, in which any of the following persons had or is to have a direct or indirect material interest:

1. any director or officer of the issuer;
2. any person who is, as of the most recent practicable date, the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting

power;
3. if the issuer was incorporated or organized within the past three years, any promoter of the issuer;
4. or (4) any immediate family member of any of the foregoing persons.

☐ Yes
☑ No

FINANCIAL CONDITION OF THE ISSUER

27. Does the issuer have an operating history?

☑ Yes
☐ No

28. Describe the financial condition of the issuer, including, to the extent material, liquidity, capital resources and historical results of operations.

Management's Discussion and Analysis of Financial Condition and Results of Operations
You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and the related notes and other financial information included elsewhere in this offering. Some o2085f the information contained in this discussion and analysis, including information regarding the strategy and plans for our business, includes forward-looking statements that involve risks and uncertainties. You should review the "Risk Factors" section for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.
Overview and Company History

Tribe Pilot, Inc. ("the Company") is a corporation first formed in June 2017 under the laws of the State of Oregon. It is a registered Benefits Corporation, meaning it has an obligation to consider its impact on society and the environment in the business decision-making process, in addition to earning a profit.
The Company was created to build an app for frustrated outdoorists and adventurers. It has built a social platform, with outdoor-specific tools to help users and their friends and family discover, plan, organize, experience, and remember outdoor adventures. No other unified tool, other than the Tribe Pilot app, currently exists that performs these functions. Dozens of different types of outdoor, and other adventures, can be planned with the Tribe Pilot app, which is available through the Apple and Google Play stores. The Company is now ready to invest in marketing to greatly increase the user base.

2017. Founding of Tribe Pilot, LLC, to research and test demand and potential for an outdoorist-targeted app. Some $68,000 of founder funding supported this work. The $5,000 of revenues recorded in 2017 were prize awards secured at two pitch festivals.

2018. A first version Tribe Pilot app, coded in two different programming languages (one for the Apple store, one for the Google Play store), was released in February, and allowed the Company to conduct extensive testing of product/market fit, user behavior, the reaction of other outdoor industry participants and professionals, and the market itself. This work provided user feedback that was used to focus the app's development on users' stated needs and wishes. In the Fall, the founder and 2 of the founding team went full time, working solely for equity. To support cash-consuming operations such as General and Administrative and contractor costs, an additional $95,000 of capital was contributed by the founder.

2019. In February, the Company changed its structure to become an Oregon C Corporation. This was done to allow for simplified equity-based compensation for the founding team and advisors, and to allow for a better understood vehicle for the first potential outside investors. Founder Matt Smith became CEO of Tribe Pilot, Inc., a 3-person Board of Directors was created, and the first option-compensated advisors joined the company. In April, the company launched its new app, based on React Native, a single code base, ensuring that Android and iOS users were equally well served, now through a single app. In addition to ongoing founder contributions, the Company conducted a small capital raise in the second quarter using a Shared Earnings Agreement. The proceeds raised were used to transition 2 key employees from "sweat equity" to paid compensation. In the fourth quarter the company pursued and was successful in obtaining Benefits Corporation status. The Company launched its first "freemium" version of the app and earned its first product-related (upgrade) revenue.

2020. The company hired a Chief Content Officer to support its scaling plans. It intends now to conduct a crowdfund offering to raise operating and expansion capital.
Due to the COVID-19 outbreak affecting the economy at large, we do not know if we will successfully raise the needed capital. If we hit our minimum funding target, we intend to resume our scaling efforts as soon as "stay at home" orders are lifted and the economy is re-opened.
Milestones
2017. Founding. Outdoor professionals validate the Tribe Pilot idea with awards at 2 pitch festivals.

2018. First version Tribe Pilot app, code specific for each of Google Play and Apple stores. First 3 full time employees. Enthusiastic user feedback received that was used to focus the app's development on users' stated needs and wishes.
2019. First outside investor and successful capital raise with Shared Earnings Agreement. First 2 paid employees. First formal advisors. First paid user acquisition tests conducted. Account creation crosses 3,500, with 3,000+ trips planned to 48 states and 50 countries. Transition to React Native unifies code base, permits Over The Air updates, update cycle accelerates to every two weeks. MapBox integration, Dark Mode, integrated chat function, home screen "memory lane," push notifications and badges, co-planner feature and freemium version launched. First product revenues. First automated QA testing. Monitoring and back end systems prepared for scaling.

2020. Chief Content Officer hired. A crowdfunding capital raise is planned. We plan to use the proceeds to grow our operations as set forth in this Form C under "Use of Funds."
Historical Results of Operations
Our company was organized in June 2017 and has limited operations history upon which prospective investors may base an evaluation of our performance. In particular, our business strategy has been to focus on building for product/market fit, market understanding and freemium conversion prior to scaling, rather than the inverse of "blitzscaling" before other considerations.
Our results reflect this choice with operational results showing a focus on product and business development across 2018 and 2019, with revenue development coming from freemium conversion commencing late in 2019. Cumulative marketing spending since 2017 is less than $1,000.
2020 is the year our strategy calls for expanded marketing spending and paid user acquisition. While we have been pleased with the results of our ongoing acquisition test probes and test exercises and believe that the strategies we have developed will successfully scale our business, our plans are yet to be tested at scale, and we cannot reliably depend on how much revenue we will receive in the future, if any.
Revenues & Gross Margin. For the period ended December 31, 2019, the Company had revenues of $71 compared to the year ended December 31, 2018, when the Company had revenues of $0.
Assets. Our principal asset is capitalized software which we amortize as described in the notes to our financials. As of December 31, 2019, the Company had total assets of $112,601, including $12,964 in cash. As of December 31, 2018, the Company had $24,684 in total assets, including $12,418 in cash.
Net Loss. The Company had net losses of $80,228 and $78,865 for the fiscal years ended December 31, 2019 and December 31, 2018, respectively.
Liabilities. The Company's liabilities totaled $2,182 for the fiscal year ended December 31, 2019 and $0 for the fiscal year ended December 31, 2018.
Liquidity & Capital Resources
To-date, the company has been financed by $6,075 from issuance of common stock, $162,279 of founder cash contributions, and $165,000 of investor Shared Earnings Agreements.
After the conclusion of this Offering, should we reach our funding target of $107,000, our projected runway is 9 months before we need to raise further capital.
We plan to use the proceeds as set forth in this Form C under "Use of Funds." We do not have any other sources of capital in the immediate future.
We will likely require additional financing in excess of the proceeds from the Offering in order to perform operations over the lifetime of the Company. We plan to raise capital in 6 months. Except as otherwise described in this Form C, we do not have additional sources of capital other than the proceeds from the offering.
Because of the complexities and uncertainties in establishing a new business strategy in a post-COVID 19 environment, it is not possible to adequately project whether the proceeds of this offering will be sufficient to enable us to fully implement our strategy. This complexity and uncertainty will be increased if less than the

maximum amount of securities offered in this offering is sold. The Company intends to raise additional capital in the future from investors. Although capital may be available for early-stage companies, there is no guarantee that the Company will receive any investments from investors. The Company's ability to continue as a going concern or to achieve management's objectives may be dependent on the outcome of the offering, or management's other efforts to raise operating and expansion capital.

Runway & Short/Mid Term Expenses
Because we are a new business, and entering a period of scaling and growth, we do not consider our historic cash flows to be representative of what investors should expect in the future. Should we reach our funding target of $107,000 with this Offering, we anticipate a use of funds as set out in "Use of Funds" in this Form C, and a runway of approximately 9 months. In this same time period, if we recruit and convert users at the level achieved in our test exercises, our revenues will increase substantially. If we scale as planned, our monthly recurring revenue will be in the order of $10,800 per month, close to our operational breakeven. It is likely we will be required to raise additional capital before the end of 2020. The use of those funds would be to take the business to the point where it is self-sustaining on operational cash flows. The Company's ability to achieve management's objectives or to continue as a going concern may be dependent on the outcome of the offering, or management's other efforts to raise operating and expansion capital.

FINANCIAL INFORMATION

29. Include financial statements covering the two most recently completed fiscal years or the period(s) since inception, if shorter:

Refer to Appendix C, Financial Statements

I, Mathew Smith, certify that:

(1) the financial statements of Tribe Pilot Inc. included in this Form are true and complete in all material respects ; and

(2) the tax return information of Tribe Pilot Inc. included in this Form reflects accurately the information reported on the tax return for Tribe Pilot Inc. filed for the fiscal year ended 2019.

Mathew Smith
CEO

STAKEHOLDER ELIGIBILITY

30. With respect to the issuer, any predecessor of the issuer, any affiliated issuer, any director, officer, general partner or managing member of the issuer, any beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, any promoter connected with the issuer in any capacity at the time of such sale, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities, or any general partner, director, officer or managing member of any such solicitor, prior to May 16, 2016:

(1) Has any such person been convicted, within 10 years (or five years, in the case of issuers, their predecessors and affiliated issuers) before the filing of this offering statement, of any felony or misdemeanor:

- i. in connection with the purchase or sale of any security? ☐ Yes ☑ No
- ii. involving the making of any false filing with the Commission? ☐ Yes ☑ No
- iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? ☐ Yes ☑ No

(2) Is any such person subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the filing of the information required by Section 4A(b) of the Securities Act that, at the time of filing of this offering statement, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

- i. in connection with the purchase or sale of any security? ☐ Yes ☑ No
- ii. involving the making of any false filing with the Commission? ☐ Yes ☑ No
- iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? ☐ Yes ☑ No

(3) Is any such person subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

- i. at the time of the filing of this offering statement bars the person from:
  - A. association with an entity regulated by such commission, authority, agency or officer? ☐ Yes ☑ No
  - B. engaging in the business of securities, insurance or banking? ☐ Yes ☑ No
  - C. engaging in savings association or credit union activities?☐ Yes ☑ No
- ii. constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct and for which the order was entered within the 10-year period ending on the date of the filing of this offering statement? ☐ Yes ☑ No

(4) Is any such person subject to an order of the Commission entered pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the filing of this offering statement:

- i. suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, investment adviser or funding portal? ☐ Yes ☑ No
- ii. places limitations on the activities, functions or operations of such person? ☐ Yes ☑ No
- iii. bars such person from being associated with any entity or from participating in the offering of any penny stock? ☐ Yes ☑ No

(5) Is any such person subject to any order of the Commission entered within five years before the filing of this offering statement that, at the time of the filing of this offering statement, orders the person to cease and desist from committing or causing a violation or future violation of:

- i. any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Investment Advisers Act of 1940 or any other rule or regulation thereunder? ☐ Yes ☑ No
- ii. Section 5 of the Securities Act? ☐ Yes ☑ No

(6) Is any such person suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?

☐ Yes ☑ No

(7) Has any such person filed (as a registrant or issuer), or was any such person or was any such person named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before the filing of this offering statement, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is any such person, at the time of such filing, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?

☐ Yes ☑ No

(8) Is any such person subject to a United States Postal Service false representation order entered within five years before the filing of the information required by Section 4A(b) of the Securities Act, or is any such person, at the time of filing of this offering statement, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?

☐ Yes ☑ No

If you would have answered "Yes" to any of these questions had the conviction, order, judgment, decree, suspension, expulsion or bar occurred or been issued after May 16, 2016, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

OTHER MATERIAL INFORMATION

31. In addition to the information expressly required to be included in this Form, include:

- (1) any other material information presented to investors; and

- (2) such further material information, if any, as may be necessary to make the required statements, in the light of the circumstances under which they are made, not misleading.

All information presented to investors hosted on Wefunder.com is available in Appendix A: Business Description & Plan.

ONGOING REPORTING

32. The issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than:

120 days after the end of each fiscal year covered by the report.

33. Once posted, the annual report may be found on the issuer's website at:

http://www.tribepilot.com/invest

The issuer must continue to comply with the ongoing reporting requirements until:

1. the issuer is required to file reports under Exchange Act Sections 13(a) or 15(d);
2. the issuer has filed at least one annual report and has fewer than 300 holders of record;
3. the issuer has filed at least three annual reports and has total assets that do not exceed $10 million;
4. the issuer or another party purchases or repurchases all of the securities issued pursuant to Section 4(a)(6), including any payment in full of debt securities or any complete redemption of redeemable securities; or the issuer liquidates or dissolves in accordance with state law.

APPENDICES

Appendix A: Business Description & Plan

Appendix B: Investor Contracts

Early Bird Tribe Pilot Early Bird Revenue Share
Tribe Pilot Revenue Share

Appendix C: Financial Statements

Financials 1

Appendix D: Director & Officer Work History

Mark Morrisson
Mathew Smith
Peter Christoff

Appendix E: Supporting Documents

Tribe_Pilot_Revenue_Share_Final_v3.pdf
Tribe_Pilot_EB_Revenue_Share_Final_v3.pdf