PREPARE FOR AMENDMENT

Form C

ADD AMENDMENTS

Admin Only

Permission Level

We set the permission level for issuers and others invited to the Form C so that they can't edit the Form C until an admin deems it okay to edit the form.

admins

Cover Page

Name of Issuer:

TurboPass Corporation

Legal status of issuer:

Form: **Corporation**
Jurisdiction of Incorporation/Organization: DE
Date of Organization: 6/19/2018

Physical address of issuer:

2100 Manchester Ln
Austin TX 78703

Website of issuer:

http://www.nextpa.com

Name of Intermediary through which the offering will be conducted:

Wefunder Portal LLC

CIK number of intermediary:

0001787154

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 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:

Convertible Note

Target number of securities to be offered:

65,000

Price:

$1.09100

Method for determining price:

Principal portion of the total principal value of $65,000. Interests will be sold in increments of $1, each investment is convertible to one unit as described under Item 13.

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):

$1,070,000.00

Deadline to reach the target offering amount:

1/31/2020

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 canceled and committed funds will be returned.

Current number of employees:

3

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets	$24,871.00	$0.00
Cash & Cash Equivalents	$24,871.00	$0.00
Accounts Receivable	$0.00	$0.00
Short-term Debt	$16,870.00	$0.00
Long-term Debt	$80,000.00	$0.00
Revenues/Sales	$12,000.00	$0.00
Cost of Goods Sold	$7,000.00	$0.00
Taxes Paid	$821.00	$0.00
Net Income	($41,870.00)	$0.00

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, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, MS, GU, PR, VI, NY

Offering Statement

Respond to each question in each paragraph of this part. Set forth each question and any series, but not any instructions thereto, in their entirety. If disclosure in response to any question in response 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:

TurboPass Corporation

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 the 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 an acquisition with an unidentified company or companies.

INSTRUCTION TO QUESTION 2: If any of these statements are not true, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

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
Michael Jarman	Co-Founder/CEO	TurboPass Corporation	2018
Kenneth Jarman	Co-Founder/COO	TurboPass Corporation	2018
Julio Somon	CTO Board Member	Somon Advisory	2018

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
Michael Jarman	President	2018

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

INSTRUCTION TO QUESTION 5: For purposes of this question 5, the term officer means a president, vice president, secretary, treasurer or principal financial officer, comptroller or principal accounting officer, and any person that is routinely performing similar functions.

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
Kenneth Jarman	4,000,000.0 Common Stock	50.0
Michael Jarman	4,000,000.0 Common Stock	50.0

INSTRUCTION TO QUESTION 6: The above information must be provided as of a date that is no more than 120 days prior to the date of filing of this offering statement.

To calculate total voting power, include all securities for which the person directly or indirectly has or shares the voting power, which includes the power to vote or to direct the voting of such securities. If the person has the right to acquire voting power of such securities within 60 days including through the exercise of any option, warrant or right, the conversion of a security, or other arrangement, or through a revocable proxy or similar device, the shares subject to and outstanding immediately on exercise, conversion and other change in such power will be deemed to be outstanding for the purpose of voting power of the person and the percentage of voting power of the class will be calculated on the basis of such voting power. In calculating the percentage of voting power held by a person upon the exercise, conversion or change of power as to specified securities, all outstanding voting securities subject to any exercise, conversion or change of power possessed by any other person upon the exercise, conversion or change of power as to specified securities shall be deemed to be outstanding for the purpose of computing the percentage of voting power held by such other person but shall not be deemed to be outstanding for the purpose of computing the percentage of voting power held by any other person. The same securities may be deemed to be beneficially owned by more than one person if, for example, persons share voting power by virtue of joint ownership with right of survivorship, a revocable trust, or a general partnership, or otherwise in a manner that would allow a group to direct or control the voting of the securities (in whole or in such direction or control – or, for example, as a trustee). Any doubt be included as being "beneficially owned". You should include an explanation of these circumstances in a footnote to the "Number of and Class of Securities Now Held." To calculate outstanding voting securities, assume that all outstanding options are exercised and all outstanding convertible securities converted.

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 B: Business Plan and Appendix C: Risks.

INSTRUCTIONS TO QUESTION 7: Information provided by the company's Wefunder profile as an appendix (Appendix A) to this Form C is NOT format. The submission will include all "plain name and "read more" links to an unconfigured format. All tables will be transcribed.

The issuer has any information provided in your Wefunder profile will be provided to the SEC's Commission and to investors. Please review your Wefunder profile carefully and ensure that all statements or references in your profile make the business plan a legal, which requires you to provide material information about your business and anticipated business plans. Please review your Wefunder profile carefully to ensure it provides all material information, is not false or misleading and does not omit any information that would cause the information included to be false or misleading.

RISK FACTORS

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.

Material changes in State and Federal Regulations like the Fair Credit Reporting Act, TILA, last State Retail Installment Acts could materially affect our ability to grow the business.

There can be no assurance that we will be successful in attracting and retaining other personnel we require to successfully grow our business.

Our future success depends on the efforts of our management team to attract sufficient long-term capital to grow and sustain business operations.

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.

We can provide no assurance that our current or potential competitors will not provide products or services comparable or superior to those provided by us or adapt more quickly than we do to evolving industry or market trends. Increased competition may result in price reductions, reduced gross margins and loss of market share, any of which could materially and adversely affect our business, prospects, financial condition or results of operations. We cannot assure investors that we will be able to compete effectively against current and future competitors.

We operate in competitive markets and our future success will be largely dependent on our ability to provide quality products and services at competitive prices. Our market is intensely competitive and sensitive to national and regional economic conditions. The demand for our products and services is highly discretionary affected by consumer spending, which may be adversely impacted by economic conditions such as consumer confidence in future economic and business conditions, interest rate risks, employment levels, salary and wage levels and weather patterns affecting food production. Our competitors may be better capitalized than we are and thus better able to respond to that volatility.

INSTRUCTION TO QUESTION 8: Avoid generalized statements and include only those factors that are unique to the issuer. Do not state that the offering is speculative or risky. Do not list risks that could be applicable to other issuers in the future or that are boilerplate. Be specific, number of risk factors is required to be identified.

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 for the net proceeds to be received upon the completion of the 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:

- 40%: Customer acquisition mostly through paid ads targeting **consumers, local, and motorsport dealerships, banks, and finance companies.**
- 40%: Product development through increasing tech stack and outsourced engineering.
- 12.5%: Legal and administrative costs.
- 7.5%: Wefunder intermediary fee.

If we raise: **$1,070,000**

Use of Proceeds:

- 35%: 2-3 sales and marketing hires.
- 28%: Customer acquisition through paid ads and attending 12-15 trade shows.
- 25%: Product development through full-time engineering hires in addition to increasing our tech stack.
- 7.5%: Legal and administrative fees.
- 7.5%: Wefunder intermediary fees.

INSTRUCTION TO QUESTION 10: An issuer must provide a reasonably detailed description of any intended use of proceeds, including the allocation of proceeds among the principal purposes, in order to understand how the offering proceeds will be used. If an issuer has identified a range of possible uses, the issuer should identify and describe each probable use and the factors the issuer may consider in allocating proceeds among the potential uses. If the issuer will accept proceeds in excess of the target offering amount, the issuer must describe its purpose, method for allocating proceeds to such purpose and anticipated use of such proceeds. Such description must include all potential uses of the proceeds of the offering, including how they may apply only in the case of oversubscription. If you do not do so, you may later be required to amend your Form C. Wefunder is not responsible for any failure by you to describe potential use of offering proceeds.

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 early, provided that we provide notice to you 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). 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 electronic signature process.
2. Acceptance of the Investment. If the Investor Agreement is complete, the investor's commitment will typically be recorded within a few minutes. The investor will receive an email confirming the commitment. This confirmation 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 available for viewing in the "My Investments" section of the investor's account.
3. Investor Transfer of Funds. Upon successful completion of the offering, funds will be released to the Company. You are responsible for transferring funds from a source that is accepted by Wefunder Portal into an escrow account held with a U.S. bank designated by Wefunder Portal, as directed by 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" screens when the offering successfully closes.
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 Business Day following the Deadline (as 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 identified in this Form C, we may, at our option, hold early closings 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 to be at least 21 days after the date information about the offering is posted. We 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 investment will be recorded in our records and you will not receive a stock certificate. Any 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 contract executed by the Company. Investors may find the contract 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 reached the target offering amount prior to the deadline identified in these offering materials, it may conduct an early closing of the securities 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 investment commitment will be canceled 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 investor about the offering and/or the Company, the investor will receive notice of the material change and will be required to reconfirm the 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 canceled, 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 offering deadline, the offering deadline will be extended for five days 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 the Company gives 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 450 Non-Accredited Investors have committed to invest in the offering (or a lesser number if we so determine), the Company may cancel the offering, or limit 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.

Convertible note with $5,000,000.00 valuation cap, 20.000% discount, 4% interest.
See exact security attached as Appendix B, Investor Contracts.

Type of Security: Convertible Promissory Notes ("Notes").

Amount to be Offered: The goal of the raise is $50,000.00

Valuation Cap: $5,000,000.00

Discount Rate: 80%

Maturity Date: 18 months from the Effective Date.

Investors: A "Major Investor" shall be an investor that purchases a Note or Notes with an aggregate original principal balance of $25,000.00 or more.

Interest Rate: Interest shall accrue on the unpaid principal amount at a rate equal to 4% per annum, compounded annually, from the actual date Funds were received by the Company and shall payable at the Maturity Date (defined hereafter).

Early-Bird: Investors investing in the first $100,000.00, will receive a valuation cap of
$4,500,000.00

Conversion and Repayment

(a) Conversion upon a Change of Control.

Conversion upon a Change of Control. If the Company consummates a Change of Control (as defined below) while this Note remains outstanding, the Company shall convert the outstanding principal amount of this Note and any unpaid accrued interest into shares of Preferred Stock of the Company ("Preferred Shares") at a conversion price equal to the quotient resulting from dividing (1) the Valuation Cap by (2) the number of Equity Shares (defined below) of outstanding shares of equity securities of the Company immediately prior to the Change of Control (assuming conversion of all securities convertible into Common Stock and exercise of all outstanding options and warrants, but excluding the shares of equity securities of the Company issuable upon the conversion of Notes or other convertible securities issued for capital raising purposes (e.g., Simple Agreements for Future Equity) (the "Equity Shares"). A "Change of Control" means: (1) a 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, merge or reorganization in which the stock of the Company immediately prior to such consolidation, merger or reorganization, continue to represent a majority of the voting power
of the surviving entity immediately after such consolidation, merger or reorganization; (2) the sale, lease or transfer of all or substantially all of the assets of the Company, or a series of related transactions in which the Company is a party, in which in excess of 50% of the Company's voting power is transferred; (3) the sale or transfer of all or substantially all of the Company's assets, or the exclusive license of all or substantially all of the Company's material intellectual property; or (4) the closing of the Company's first firm commitment underwritten initial public offering of its Equity Shares under the Securities Act of 1933, as amended, pursuant to this paragraph (the "Conversion Price") is less than the price per share at
which Equity Shares
are issued to investors in the Qualified Financing, the Company may, solely at its option,
issue to the holder of this Note (in lieu of shares of a newly created series of Preferred Stock having the identical or similar rights, privileges, preferences and restrictions as the Equity Shares issued in the
Qualified Financing, but otherwise on the same terms and conditions, other than with respect to, if
applicable): (i) the pre-share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Conversion Price; and (ii) the per share dividend, which will be the same percentage of the Conversion Price as the percentage that the per
share dividend of the investors in the Qualified Financing relative to the purchase price paid by
the investors.

(c) Conversion At or After Maturity. In the event that this Note remains outstanding on the
Maturity Date, then the outstanding principal balance of this Note and any unpaid accrued interest
shall, upon the election of the majority of Holders prior to the Maturity Date, either: (i) repay the
Company to pay the outstanding principal amount of the Note plus any unpaid accrued interest; or
(ii) convert into Preferred Shares at a conversion price equal to the quotient resulting
from dividing $5,000,000 by the number of outstanding shares of Equity Shares of the Company
as of the Maturity Date.

(d) Procedure for Conversion. In connection with any conversion of this Note into equity securities of the Company (the "Conversion Securities"), the Holder shall surrender this Note to the Company and deliver to the Company any documentation reasonably requested by the Company. The Company shall not be required to issue or deliver the Conversion Securities until the Holder has surrendered this Note to the Company and delivered to the Company any such documentation. Upon the conversion of this Note into the Conversion Securities, in lieu of any fractional Conversion Securities to which the Holder would otherwise be entitled, the Company will pay to the Holder an amount in cash equal to such fraction multiplied by the price at which this Note converts. To secure this Holder's obligations to execute and deliver the documentation required by this subsection, the Holder hereby appoints the Chief Executive Officer of the Company as the Holder's true and lawful attorney, with the power to act alone and with full power of substitution, in the name of the Holder, to execute documentation on his or his sole discretion if, and only if, the Holder fails to execute or deliver such documentation as required by this subsection. The power granted by the Holder pursuant to this subsection is coupled with an interest and is given to secure the performance of the Holder's duties under the Note, and is irrevocable and will survive the death, incompetency, disability, dissolve or reorganization of the Holder.

(e) Interest Accrual. If a Change of Control is consummated, all interest on this Note shall be deemed to have stopped accruing as of a date selected by the Company that is (a) 5 to 10 days prior to the signing of the definitive agreement for the Change of Control.

Pro Rata Rights: *Private Sales for Major Investors.* Investors who invest at least $25,000.00 and are "accredited investors" will receive the right to purchase a pro-rata share of privately placed securities occurring after an equity offering covered by the Notes.

Voting Rights. This Note does not by itself entitle Holder to any voting rights or other ownership or membership rights in the Company's governance. Holder, in his or her capacity as a holder of this Note, and not as a shareholder, hereby waives all rights or privileges of Holder, shall cause Holder to be a shareholder of the Company for any purpose.

Repurchase. If the Company determines, in its sole discretion, that it is likely that within six months the securities of the Company will be held of record by a number of persons that would require the Company to register a class of its securities under Section 12(g) of the Securities Act of 1934, as amended, or as required by Section 3(b) thereof, the Company shall have the option to repurchase this instrument from the investor for the greater of (1) the Purchase Price and (2) the fair market value of the Shares issuable upon conversion as an independent appraiser of securities chosen by the Company (such repurchase, the "Repurchase," and such greater value, the "Repurchase Value"), provided, however, that, in the event an Equity Financing occurs within three months after the Repurchase and the Repurchase Value is less than the Aggregate Value (as defined below), the Repurchase Value shall be the Aggregate Value if Investor received had the Repurchase not occurred (where such value is determined by multiplying the number of shares of Safe Preferred Stock by the Conversion Price and is referred to as the "Aggregate Value"). the Company shall pay to the Investor an amount equal to the difference between the Aggregate Value and the Repurchase Value within 10 days of the Repurchase. The fair market value of such independent appraiser shall be regularly engaged in the valuation of securities. The foregoing repurchase option terminates upon a Change of Control or Dissolution Event.

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 term of this Note may be amended or waived with the written consent of the Designated Lead Investor provided that all holders of the notes are given prompt written notice of such waivers and amendments.

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 Company,
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 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
Common	10000000	6900000	Yes

Class of Security	Securities Reserved for Issuance upon Exercise or Conversion
Warrants:	
Options:	

Describe any other rights:

The company has not yet authorized preferred stock which, if converted, investors in the Convertible Note will receive. Preferred stock will not allow investors voting rights, but will have liquidation preferences over common stock.

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, the holders of a majority in interest of the Company's Class A Common Stock will have the power to vote on all matters. 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 changes could result in further limitations on the voting rights the investor will have as an owner of equity in the Company, for example by diluting these rights or limiting them to certain type(s) of events or consents.

To the extent applicable, in cases where the rights of holders of convertible debt, SAFES, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an investor's interests in the Company may be diluted. This means that the pro rata portion of the Company represented by the investor's investment may decrease, and may also decrease the investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional equity, an investor's interest will typically also be diluted.

Based on the risk that an investor's rights would be limited, diluted or otherwise qualified, the investor could lose all or part of his or her investment in his securities is this offering, and may never see positive returns.

Additional risks related to the rights of other security holders are discussed below, in Question 26.

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 shareholder(s)** may make decisions with which the investor disagrees, or that

regulatory action the value of the investor's securities in the Company, and the investor will have no recourse to change these decisions. The investor's interests may differ from those of the Company's founders or other investors, and the Company will develop in a way that is suboptimal for or unbeneficial 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 forces out minority investors, such as the investor, through a merger or consolidation. The value and treatment of the Company in ways that are unfavorable to you but favorable to them. They may also vote to engage in rare offerings and/or to register certain of their securities for resale to the public, thereby increasing the supply of such securities the investor owns. 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.

The shareholders have the right to redeem their securities at any time. **Shareholders** could decide to force the Company to redeem their **securities** at a time that is not favorable to the investor and is damaging to the Company. Investors' exit may affect the value of the Company and its viability.

In cases where the rights of holders of convertible debt, SAFE's, or other outstanding convertible securities to convert into equity of the Company are triggered under our equity compensation plans, an investor's interests in the Company may be diluted. Upon the occurrence of such events, the percentage of the Company that an investor's securities will decrease, which could also diminish the investor's voting power in the Company. Similarly, the Company's issuance of a majority interest of holders of securities with voting rights cause the Company to issue additional stock, an investor's interest will typically also be diluted.

21. How are the securities being offered being valued? Include examples of methods for how the 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 asset or earnings history, net worth or other generally accepted valuation criteria. In determining the offering price, the Company did not consult any investment banking firm or other outside unaffiliated party. The offering price for the securities should not be regarded as an indicator of any future value and is considered to be indicative of the actual value of the securities offered hereby.

The initial amount invested in a Convertible Note is determined by the investor, and we do not guarantee that the Convertible Note will be converted into any particular number of shares of Preferred Stock. In the event of a qualified equity offering of equity investing Stock, investors may receive a number of shares of Preferred Stock calculated as either the conversion price equal to the lesser of (1) the product of (a) one minus the Discount Rate and (b) the price paid per share in Qualified Financing or (2) the price equal to the quotient of the valuation cap of $5,000,000.00 (the "Valuation Cap") divided by the aggregate number of outstanding shares of Company Stock (the "Stock") on a fully-diluted basis (the full closing of No Qualified Financing (assuming full conversion or exercise of all convertible and exercisable securities then outstanding, but excluding the shares reserved for future issuance under the Company's equity incentive plans and the shares of any other SAFE). Because there will likely be no public market for our securities prior to an initial public offering or similar liquidity event, the price of the Stock sold in this offering has been determined by the Company. The Conversion Amount will be determined by our board of directors. Among the factors we may consider in determining the price of Stock are prevailing market conditions, our financial condition and results of operations in recent periods, the market value and comparability to us, estimates of our business potential, the present state of our development and other factors deemed relevant. In the future, we will perform valuations of our units that take into account, as applicable, factors such as the following:

- unrelated third-party valuations;
- the price at which we sell other securities in light of the relative rights, preferences and privileges of those
- our results of operations, financial position and capital resources;
- current business conditions and projections;
- the marketability or lack thereof of the securities;
- the hiring of key personnel and the experience of our management;
- the introduction of new products;
- the risk inherent in the development and expansion of our products;
- our stage of development and material risks related to our business;
- the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company given the
- market conditions and the nature and history of our business;
- industry trends and competitive environment;
- trends in consumer spending, including consumer confidence;
- overall economic indicators, including gross domestic product, employment, inflation and interest rates;
- the general economic outlook.

We will analyze factors such as those described above using a combination of generally accepted valuation methods in order to arrive at a fair, arm's-length value. For example, we may use methodologies that assume that businesses operating in the same industry will share similar characteristics and that the Company will be valued in a manner similar to businesses in the same industry that conduct transactions in similar securities issued by as that were conducted in the market.

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

An investor in the Company will likely hold a minority position in the Company, and thus 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 objectives and decisions made by the Company's officers and directors and will have no independent right to name or remove an officer or member of the Board Of Directors of the Company.

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 decision to sell interests to such investors 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.

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.

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 decision to sell interests to such investors 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 outstanding securities following the sale of the securities offered. Any such 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 ownership and control of the Company to make decisions with respect to 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 determines to cause the sale of the Company or a substantial portion 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 with related parties. Such parties may be officers, directors, equity owners and Board of Directors of the Company will be guided by 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 officers and directors to the Company under applicable law. By acquiring 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:

None

INSTRUCTION TO QUESTION 24: Describe the material terms of any indebtedness of the issuer, including the face amount of each class of outstanding indebtedness, the interest rate and maturity date of each class of outstanding indebtedness, any default or acceleration provisions relating to the indebtedness, any rights of the holders of the indebtedness that are senior or subordinate to the rights of the holders of the securities being offered, any limitations on the issuer's ability to incur additional indebtedness, any limitations on the issuer's ability to repay indebtedness to its officers, directors, managers or affiliated entities, and any indebtedness not listed above. For purposes of this question, "indebtedness" includes, but is not limited to, loans, bonds, lines of credit, notes payable, accounts payable, mortgages, and other agreements governing borrowed money, whether secured or unsecured, and specifically includes capital lease obligations and the present value of future payments under lease agreements. Indebtedness excludes ordinary course accounts payable that are not overdue by more than 90 days.

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

Offering Date	Exemption	Security Type	Amount Sold	Use of Proceeds
9/2019	Regulation D, Rule 506(b)	SAFE	$125,000	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) during the current and 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. any immediate family member of any of the foregoing persons.

☐ Yes
☒ No

INSTRUCTIONS TO QUESTION 26: The term transaction includes, but is not limited to, any financial transaction, arrangement or relationship (including any indebtedness or guarantee of indebtedness) or any series of similar transactions, arrangements or relationships.

Beneficial ownership for purposes of paragraph (2) shall be determined as of a date that is no more than 30 days prior to the date of filing of this offering statement and using the same calculation described in Question 9 of this Question and Answer format.

The term "member of the family" includes any 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 person, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

Compute the amount of a related party's interest in any transaction without regard to the amount of the profit or loss involved in the transaction. Where it is not practicable to state the approximate amount of the interest, disclose the fact and a narrative explanation of the interest.

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 of the information contained in this discussion and analysis or set forth elsewhere in this offering includes forward-looking statements that involve risks and uncertainties, such as statements of our plans, objectives, expectations and intentions. 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

TurboPass seeks to transform credit and is becoming a leader of "consumer finance 2.0" – one that leverages data and technology to enable real-time predictive validation. TurboPass is a SaaS platform for income, employment and asset validation for the automotive finance and general shelter paper (credit sales) ecosystem. We have to deliver more valuable credit opportunities for Americans.

Milestones

TurboPass Corporation was incorporated in the State of Delaware in June 2018.

Since then, we have:

- Secured first active dealer users in November 2017
- Filed Provisional Patent March 2018 TurboPass Corporation Delaware C-Corp Formation in June 2018
- Launched a pilot with Westlake Financial in December 2018
- Completed SAFE financing round with friends and family from January-September 2019
- Secured customers like New England Audiovox who began paid subscriptions in February 2019
- Charles Maund Toyota becomes the first Franchise Dealer customer (Largest Toyota Dealer in South Zone and 3rd Largest in Texas) in April 2019
- Become an Auto Finance News DriveVision Challenge Finalist in May 2019

Historical Results of Operations

Our company was organized in June 2018 and has limited operations upon which prospective investors may base an evaluation of its performance.

- *Revenues & Gross Margin.* For the period ended December 31, 2018, the Company had revenues of $17,000. Our gross margin was 0.58%.
- *Assets.* As of December 31, 2018, the Company had total assets of $24,671, all of which is cash.
- *Net Loss.* The Company has had net losses of $41,879 for 2018.
- *Liabilities.* The Company's liabilities totaled $66,670 for 2018.

Liquidity & Capital Resources

To-date, the Company has been financed with $135,000 in SAFEs at a $10,000,000 valuation cap and 20% discount. Currently, the Company is in discussions with Angel Investors to issue a convertible note with a $3,500,000 valuation cap and 20% discount.

After the conclusion of this Offering, should we hit our minimum funding target, 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 don't 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 9 months. Except as otherwise described in this Form C, we do not have additional sources of capital other than the proceeds from the offering. Additional financing may not be available on reasonable terms or at all. If our strategy, it is not possible to adequately project whether the proceeds of this offering will be sufficient to enable us to 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 to fund operations or otherwise execute its long-term business plan. If it is unsuccessful in raising additional funds, there is no guarantee that the Company will receive any investments from investors.

Runway & Short/Mid Term Expenses

TurboPass Corporation cash in hand is $17,000, as of September 2019. Over the last three months, revenues have averaged $2,500/month, cost of goods sold has averaged $1,500/month, and operating expenses have averaged $4,000/month, for an average burn rate of $3,000 per month. Our intent is to be profitable in 18 months.

We raised a small friends and family round over the first half of 2018 to get us to the crowdfunding campaign and we are looking at a concurrent Reg D Raise over the next 3-6 months to finish out our bridge round with. We are hoping to raise $1,500,000 from that round, but cannot guarantee we reach that goal.

We have (although variant guarantee) to bring on 15-20 new dealership subscribers per month with the addition of a part-time outside sales associate, brought aboard in September 2019.

INSTRUCTIONS TO QUESTION 28: The discussion must cover each year for which financial statements are provided. For issuers with a prior operating history, the discussion should focus on financial milestones and operational, liquidity and other challenges. For issuers with no operating history, the discussion should focus on financial milestones and the operational, liquidity and other challenges management anticipates in the future. Take into account the proceeds of the offering and any other known or pending sources of capital. Discuss how the proceeds from the offering will affect liquidity, whether existing assets or funds and any other additional funds are necessary to the viability of the business, and how quickly the issuer anticipates using its available cash. Describe the other available sources of capital to the business, such as lines of credit or shareholder loans. For shareholders, reference to the issuer in the questions should mean instructions refer to the issuer and its predecessors, if any.

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

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 the 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 partner 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 Securities Exchange Act of 1934 or Section 203(e) or (f) of the Investment Advisers Act of 1940, 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

(5) 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 subject to 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 convictions, 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.

INSTRUCTIONS TO QUESTION 3A: A Final order means a written directive or declaratory statement issued by a federal or state agency, described in Rule 503(a)(3), of Regulation Crowdfunding, under applicable statutory authority that provides for notice and an opportunity for hearing, which constitutes a final disposition or action by that federal or state agency.

No matter is required to be disclosed with respect to events relating to any affiliated issuer that occurred before the affiliation arose unless the affiliated issuer (1) is presently affiliated or (2) is under common control with the issuer by a third party that was in control of the affiliated entity at the time of such events.

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.

INSTRUCTIONS TO QUESTION 31: If information is presented to investors in a format, media or manner that enables them to interact with it, such as through a mobile or web browser, the issuer should include:
(1) a description of the material content of such information;
(2) a description of the format in which such disclosure is presented; and
(3) the means of disclosure (i.e. video, audio or other dynamic media or file type, a transcript or description of such disclosure.

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:

https://www.nantux.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

- Turbopass Convertible Note
- Early Bird TurboPass Convertible Note

Appendix C: Financial Statements

- Financials 1

Appendix D: Director & Officer Work History

- Jude Samson
- Kenneth Jarman
- Michael Jarman

Appendix E: Supporting Documents

Add new Form C attachment (admin only)

Signatures

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

The following documents will be filed with the SEC:

Cover Page, XML

Offering Statement (this page)

Appendix A: Business Description & Plan

Appendix B: Investor Contracts

- Turbopass Convertible Note
- Early Bird TurboPass Convertible Note

Appendix C: Financial Statements

- Financials 1

Appendix D: Director & Officer Work History

- Jude Samson
- Kenneth Jarman
- Michael Jarman

Appendix E: Supporting Documents

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

TurboPass Corporation

By
Michael Jarman
Co-Founder/CEO

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), this Form C has been signed by the following persons in the capacities and on the dates indicated.

Jude Samson
Board Member, CTO
9/25/2019

Ken Jarman
Co-Founder / COO
9/25/2019

Michael Jarman
Co-Founder/CEO
9/25/2019

HAVE ANOTHER PERSON TO SIGN

This Form C must be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.

I authorize Wefunder Portal to submit a Form C to the SEC based on the information I provided through this online form and my company's Wefunder profile.

As an authorized representative of the company, I appoint Wefunder Portal as the company's true and lawful representative and attorney-in-fact, in the company's name, place and stead to make, execute, sign, acknowledge, swear to and file a Form C on the company's behalf. This power of attorney is coupled with an interest and is irrevocable. The company hereby waives any and all defenses that may be available to contest, negate or disaffirm the actions of Wefunder Portal taken in good faith under or in reliance upon this power of attorney.

WEFUNDER READY TO SUBMIT FORM C TO SEC

I MADE A MISTAKE, LET ME EDIT FORM C

Wefunder Inc was verified/created in the parent company of **Wefunder Advisers LLC** and Wefunder Portal LLC. Wefunder Advisers is a registered investment adviser with the United SEC's Advisers Act of 1940 (pg. Wefunder Portal LLC is a registered broker-dealer and member of FINRA/SIPC (for updated information on securities offered in Regulation D or Regulation A offerings, please visit FINRA's BrokerCheck). Wefunder Portal LLC is not a bank, and its products are not insured by the FDIC. Investments in securities involve risk, including the loss of all or a portion of your investment, and there is no guarantee that any investment will be profitable. Please read our **Terms of Service**, **Privacy Policy**, **Investment Agreement**, and **Investor Education** materials before investing. See our **Privacy Notice**.