

SUBSCRIPTION AGREEMENT

This Subscription Agreement (“Agreement”) is made effective as of _____ day of _____, 2025 (“Effective Date”), by and between _____ (“Subscriber”) and CityCheers Media Corporation, a California corporation (“Company”). Company and Subscriber are collectively referred to as the “parties”.

RECITALS

- A. Company is a California corporation in good standing. The total number of shares of common stock that Company is authorized to issue is 50,000,000 shares, of which 20,430,721 shares are currently issued leaving 29,569,279 outstanding on a fully-diluted basis, not including shares issuable pursuant to the Company’s Stock Incentive Plan.
- B. Company is offering shares of its common stock to investors, with the intention of raising up to **\$6,000,000** in gross proceeds, at a purchase price of **\$4.00 per share** (“Offering”).
- C. Subscriber desires to acquire, and Company desires to issue, certain shares of the Company’s common stock on the terms and conditions set forth herein.

Therefore, in consideration of the mutual covenants, conditions, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

AGREEMENT

1. Subscription. Subscriber hereby irrevocably subscribes for and agrees to acquire _____ (“Shares”) of Company’s common stock at a price of \$ _____ **per share**, for a total purchase price of \$ _____ (“Purchase Price”). Subscriber understands and agrees that the within offer and subscription is irrevocable and is subject to acceptance or rejection in the sole discretion of Company.
2. Deliverables. Together with this Agreement, Subscriber shall immediately deliver to Company the following (collectively, the “Deliverables”):
- (a) Purchase Price by wire transfer or by delivery of a check payable to CityCheers Media Corporation.
 - (b) A duly executed Stock Purchase Agreements in the form attached hereto as **Exhibit A** and incorporated herein by this reference (“**Purchase Agreement**”).

A duly executed Investor Rights Agreements in the form attached hereto as **Exhibit B** and incorporated herein by this reference (“**Investor Rights Agreement**”).
 - (c) A duly executed and completed copy of the Prospective Investor Suitability Questionnaire in the form attached hereto as **Exhibit C** and incorporated herein by this reference (“**Investor Questionnaire**”).

Company’s receipt of any of the foregoing Deliverables shall not constitute acceptance of this Agreement or Subscriber’s investment.

3. Representations and Warranties of Subscriber. Subscriber represents and warrants to Company, and to each of its officers and directors, with full knowledge of their intention to rely thereon, as follows:
- (a) Subscriber has all necessary power and authority to enter into and perform Subscriber’s obligations under this Agreement;
 - (b) Subscriber is acquiring the Shares for Subscriber’s own account, and Subscriber has no intent to distribute or sell the Shares in connection with a distribution thereof, except as and to the extent permitted under the Securities Act of 1933, as amended (“1933 Act”), the securities laws of the State of California, and the applicable rules and regulations promulgated thereunder, as the 1933 Act, the California securities laws and such rules and regulations may from time to time be amended;

(c) Subscriber has been advised that the Shares are not registered under the 1933 Act, as amended, because of the exemptions provided by Sections 3(b) and 4(2) thereof and Regulation D promulgated thereunder, and that the Shares have not been qualified pursuant to the California Corporations Code or the securities laws of any other state pursuant to exemptions therefrom. The officers and directors of Company have informed Subscriber, and Subscriber is aware, that such non-registration and non-qualification is based in substantial part in reliance upon the representations of Subscriber contained in this Agreement;

(d) Subscriber understands that the Shares must be held indefinitely unless subsequently registered under the 1933 Act and qualified under applicable state securities laws, or unless an exemption from such registration and qualification is applicable to any subsequent transfer. Subscriber agrees that the Shares will not be sold without registration under the 1933 Act and qualification under applicable state securities laws or an exemption therefrom. Subscriber understands that Company has no present plans to register or qualify the Shares for sale, and that Company has no obligation to register or to qualify the Shares for any future sale thereof;

(e) Subscriber is an “accredited investor” as defined in Rule 501(a) under Regulation D of the 1933 Act. Subscriber agrees to furnish any additional information requested to assure compliance with applicable federal and state securities laws in connection with the sale of the Shares, and further acknowledges that Subscriber has completed the Investor Questionnaire and that the information contained therein is complete and accurate as of the date hereof.

(f) Subscriber has a preexisting personal or business relationship with the officers and/or directors of Company; or by reason of Subscriber’s business or financial experience, or by reason of the business or financial experience of Subscriber’s financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by Company or any affiliate or selling agent of Company, Subscriber is capable of evaluating the risks and merits of an investment in the Shares and of protecting Subscriber’s own interests in connection with this investment;

(g) Subscriber has not received any general solicitation or general advertising concerning this investment, and is not aware that any such solicitation or advertising was received by anyone else;

(h) Subscriber’s overall commitment to investments that are not readily marketable is not disproportionate to Subscriber’s net worth, and the purchase of the Shares will not cause Subscriber’s overall commitments to such investments to become disproportionate or excessive;

(i) Subscriber has adequate means of providing for Subscriber’s current needs and personal contingencies, and has no need for liquidity in this investment;

(j) Subscriber is financially capable of bearing the loss of the entire investment, which Subscriber understands may be illiquid for an indefinite period of years. Subscriber has no guarantee of financial gain or any assurance that Subscriber will realize a profit, and Subscriber may suffer a total loss of such investment.

(k) Subscriber has been advised and is aware that the Shares, when issued, are to be subject to substantial restrictions on transfer and that legend conditions, as described below, will be placed on the back of the certificate for the Shares that references the restrictions on transfer;

(l) Subscriber has been advised and is aware that: (i) there is no public market for the Shares and it is not likely that any public market for the Shares will develop; (ii) Subscriber may not at any time demand the withdrawal of Subscriber’s capital from Company; (iii) it may not be readily possible to liquidate the Subscriber’s investment; (iv) the Shares have not been registered under the 1933 Act, and, therefore, cannot be sold unless they are subsequently registered under the 1933 Act or unless an exemption from such registration is available; (v) Company does not have any intention of supplying the information that may be necessary to enable such Subscriber to sell the Shares; (vi) Rule 144 under the 1933 Act will not be available as a basis for exemption from registration of the Shares under the 1933 Act; and (vii) a notation of the restrictions on transferability of the Shares will be made on the certificate evidencing the Shares and in the appropriate records of the Company;

(m) Subscriber recognizes that this investment is highly speculative in nature. Subscriber acknowledges that Subscriber has had an opportunity to ask the CEO and management of the Company questions and to meet with the key officers of Company regarding an investment in Company, and Subscriber has concluded that Subscriber has sufficient information with which to make a decision to purchase the Shares. Subscriber has evaluated the merits and risks of making an investment in the Shares.

(n) Subscriber has received and read the Company’s Offering Package and this Agreement.

(o) Neither the execution and delivery of this Agreement, nor the performance thereof (i) will result in any violation or breach of any agreement or other instrument to which Subscriber is a party or by which Subscriber is bound, or (ii) will result in a violation of any law, rule, regulation, treaty, ruling, directive, order, arbitration award, judgment or decree to which Subscriber is subject; and

(p) No representation or warranty by Subscriber contained in this Agreement or in any statement or certificate furnished or to be furnished by Subscriber to Company or its representatives in connection herewith or pursuant

hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make the statements herein or therein contained not misleading. All representations and warranties of a Subscriber set forth in this Agreement and the Investor Questionnaire, are true and correct as of the date hereof, and will be true and correct as of the date of Closing as if made on that date.

4. Acceptance or Rejection of Subscription. This Agreement and the subscription it evidences are not binding on Company until they have been accepted by Company, as indicated by the execution of this Agreement by Company. SUBSCRIBER UNDERSTANDS AND AGREES THAT THIS SUBSCRIPTION IS MADE SUBJECT TO THE CONDITION THAT COMPANY HAS THE RIGHT TO ACCEPT OR REJECT IT IN ITS SOLE AND ABSOLUTE DISCRETION. If this Agreement is not accepted, then this Agreement and the subscription are deemed to be rejected and canceled, and the Purchase Price received by Company will be returned to Subscriber, without interest.

5. Closings. The Initial Closing and any subsequent purchase and sale of the Shares (each a "Closing") will occur at the offices of the Company, at such times as Company shall designate; provided, however, that no Closing shall occur after the Final Termination Date.

6. Company's Obligations at Closing. At each Closing, Company will deliver to Subscriber, against delivery of the Deliverables (a) the duly executed Purchase Agreement and Investor Rights Agreement and (b) a certificate representing the number of the Shares to be acquired by Subscriber as set forth herein, registered as designated by Subscriber below. The Shares to be issued to Subscriber will be fully paid and non-assessable shares of the common stock of Company.

7. Federal Law Transfer Restrictions. The Shares are shares as defined in the 1933 Act and may only be transferred if registered under the 1933 Act or upon the opinion of counsel satisfactory to Company that registration is not required. Subscriber understands that only Company may file a registration statement with the Securities Exchange Commission, and agrees that Company is under no obligation to do so with respect to the Shares. Subscriber has also been advised that an exemption from registration may not be available or may not permit Subscriber to transfer the Shares in the amounts or at the times proposed by Subscriber. Specifically, Subscriber has been advised that Rule 144 promulgated under the Act, as currently in effect, imposes a holding period of a minimum of one year after the Shares have been fully paid for before the Shares may be resold under such Rule. Rule 144 further imposes certain volume and manner of sale restrictions and requires that current public information about Company be available and that a notice of the transaction be filed. Subscriber understands and agrees that Company is under no obligation to file any disclosure statement with the SEC and understands that, if Company does not file disclosure statements and does not otherwise satisfy the public information requirements imposed

by Rule 144, affiliates (as defined in the 1933 Act and the rules and regulations thereunder) who have held shares for more than one year cannot sell their shares in reliance upon Rule 144.

9. Legend Condition. In accordance with the restrictions on transfer of the Shares, and in compliance with the 1933 Act and the regulations promulgated thereunder, the Shares to be acquired by the Subscriber are subject to legend conditions to be printed on the certificate as follows:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR HYPOTHECATED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT COVERING SUCH SECURITIES, THE SALE IS MADE IN ACCORDANCE WITH RULE 144 UNDER THE ACT, OR COMPANY RECEIVES AN OPINION OF COUNSEL FOR THE HOLDER OF THE SECURITIES REASONABLY SATISFACTORY TO COMPANY STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SUCH ACT.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER SET FORTH IN VARIOUS AGREEMENTS BETWEEN COMPANY AND THE ORIGINAL PURCHASER OF THE SHARES, COPIES OF WHICH ARE ON FILE AT THE PRINCIPAL OFFICE OF COMPANY, AND AS PROVIDED BY LAW. SUCH TRANSFER RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES.

10. Indemnity. Subscriber agrees to indemnify, defend, and hold Company, its officers, directors, controlling persons, incorporator, representatives, successors, and assigns harmless from and against all losses, claims, demands, judgments, liabilities, costs, and expenses (including attorneys' fees), which are imposed on, incurred by or asserted against Company and arising as a result of (a) any misrepresentation or omission of a material fact by Subscriber in this Agreement, (b) any breach by Subscriber of any warranty or covenant made to Company in this Agreement, and (c) any distribution of the Shares that Subscriber makes in violation of the registration provisions of the 1933 Act, or any rules and regulations thereunder, or in violation of any state securities laws.

11. Generally.

(a) Expenses. Each party hereto shall bear all fees and expenses incurred by such party in connection with, relating to or arising out of the negotiation, preparation, execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby, including, without limitation, attorneys', accountants' and other professional fees and expenses.

(b) Effect of Headings. The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only, and will not affect the construction or interpretation of any of its provisions.

(c) Entire Agreement; Modification; Waiver. This Agreement, and all schedules and exhibits hereto, constitute the entire agreement between the parties pertaining to the subject matter contained herein, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver. To the extent there is any conflict between the terms of this Agreement and any of the Purchase Agreement, the Investor Rights Agreement or the Investor Questionnaire, the terms of this Agreement shall govern.

(d) Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts, individually or taken together, will bear the signatures of all of the parties reflected as signatories.

(e) Assignment. This Agreement will be binding on, and will inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns. Notwithstanding the foregoing, neither this Agreement, nor the rights, duties or obligations of the parties hereto, may be assigned or transferred without the prior written consent of the other party.

(f) Severability. If any provision of this Agreement, or the application of any provision, will for any reason and to any extent be invalid or unenforceable, the remainder of the Agreement, and application of such provision to other persons or circumstances, will be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

(g) Governing Law. The laws of the State of California will govern the validity of this Agreement, without regard to its conflict of laws provisions and without construing any ambiguities against the drafter. If any court action is necessary to enforce the terms and conditions of this Agreement, Subscriber and Company agree that the Superior Court of California, County of Santa Clara, shall be the sole jurisdiction and venue for the bringing of such action.

The parties have executed this Subscription Agreement as of the Effective Date.

SUBSCRIBER:

Signature

Printed Name

AGREED AND ACCEPTED: COMPANY:

CityCheers Media Corporation,
a California corporation

By: _____

Winston S. Jaeb, Founder/ CEO