

PRIVATE PROFIT PARTICIPATION AGREEMENT – \$100,000 - Note

This Private Profit Participation Agreement ("Agreement") is entered into as of

M: _____ D: _____ Y: _____, by and between:

Manager (Borrower):

*Name Redacted

*Address Redacted

Investor (Lender):

Print: _____

Signature: _____

1. Purpose of Agreement

The Investor agrees to provide risk capital for active intraday trading in U.S. equities. This Agreement is **not** a debt instrument; repayment is contingent on the Manager generating sufficient net trading profits and profitability.

2. Capital Contribution

Investor contributes **One Hundred Thousand and 00/100 U.S. Dollars (\$100,000.00)** ("Investment Capital").

3. Term

Twenty-four (24) months from that date funds clear the Manager's brokerage account, unless terminated earlier by mutual written consent.

4. Profit Participation

The manager will distribute a total fixed return of **One Hundred Seventy-Two Thousand and One Hundred U.S. Dollars (\$172,100.00)** representing a **72.1(%) percent total return over principal**, paid in **eight (8) equal quarterly installments of Twenty-One Thousand Five Hundred Twelve and 50/100 U.S. Dollars (\$21,512.50)**, contingent upon sufficient net trading profits.

See section 12 & 13 for tax statements

5. Loss of Capital

The Investor understands the entire Investment Capital is at risk. If cumulative trading losses reduce capital below amounts required for scheduled distributions, payments may be delayed, reduced, or eliminated. The Manager is not personally liable for unrecovered capital absent fraud or intentional misconduct.

6. Manager Responsibilities

The Manager shall trade with professional care, risk controls, and full transparency. All Investor funds shall be used exclusively for trading activities and reasonable business operating expenses directly related to the management and execution of such trading, including administrative costs, professional services, technology, data subscriptions, utilities, taxes, and home office expenses associated with maintaining trading operations. MNS Investing LLC may conduct monthly withdrawals from the trading account to cover these operating costs, provided such withdrawals are made in good faith and maintain sufficient working capital within the trading account to prudently support trading activity and protect investor interests. The Manager shall provide quarterly performance summaries upon request.

7. No Equity or Control Rights

The Investor receives no equity, voting rights, or managerial authority in the Manager's business entities.

8. Early Termination /Payout Option

Either party may terminate this Agreement by mutual written consent. The Manager retains the right to **repay the Investor's full principal and agreed profit participation at any time within the 24-month term**, at the Manager's sole discretion. Upon such payment, the Agreement shall be deemed fully satisfied and concluded in good faith based on the trading results to date.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

10. Acknowledgment of Risk

The Investor affirms understanding of the speculative nature of active trading and accepts potential total loss of capital. The Investor waives any claim against the Manager for market-related losses, except in cases of proven fraud or intentional misconduct.

11. Fiduciary Commitment

At MNS Investing, the Manager operates with a fiduciary mindset. Protecting investor capital and maintaining transparency, integrity, and accountability guides every decision. The Manager does not earn a return unless investors do; your interests come first.

12. Tax Obligations

All profit distributions under this Agreement represent **gross returns** before applicable federal, state, or local taxes. The **Investor is solely responsible** for reporting and paying any taxes due on profits received under this Agreement. The Manager does **not withhold or remit taxes** on behalf of the Investor and will provide a summary of distributions upon request for the Investor's records. The parties acknowledge that trading profits generated under this Agreement are taxable to MNS Investing LLC. The stated return has been structured to ensure the Investor receives approximately **\$62,000 in net profit after applicable taxes**, with the Manager absorbing a portion of the tax liability.

13. Tax Adjustment for Manager

The parties acknowledge that trading profits generated under this Agreement are taxable to MNS Investing LLC. To ensure the Investor receives approximately \$62,000 in net profit after applicable taxes, the stated return has been structured with a partial tax-adjustment.

The Manager may absorb a portion of the tax liability and reserves the right to make minor adjustments to investor distributions to account for taxes, fees, or costs directly incurred in connection with such trading activity. Any adjusted payment shall fully satisfy the Manager's obligations under this Agreement, provided the total amount distributed reflects the Investor's agreed profit participation net of applicable taxes paid by the Manager.

14. Reg D Disclosure

This investment is offered solely through a private placement exempt from registration under Section 4(a)(2) of the Securities Act of 1933 and Rule 506(b) of Regulation D. These securities have not been registered with the U.S. Securities and Exchange Commission and may not be sold or transferred without registration or an applicable exemption.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Manager Signature: _____

Name: Redacted

Date: _____

Investor Signature: _____

Name: [Investor Full Name]

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF MICHIGAN

COUNTY OF _____

On this ____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

Notary Public Signature: _____

My Commission Expires: _____

Acting in the County of: _____

The term this contract goes live is on the following date:

M: ____ **D:** ____ **Y:** ____
