

# WaveCode Profit-Sharing Investor Loan Agreement

---

This Profit-Sharing Loan Agreement (“Agreement”) is entered into as of [DATE] by and between NPM Technologies Inc., a Florida corporation (the “Company”), and [FULL\_NAME], an individual (the “Lender”). WaveCode is a research and product division operated by the Company.

## 1. Loan Terms

Lender hereby loans the Company the sum of [AMOUNT] USD (the “Loan Amount”) as a non-collateralized, profit-contingent loan for a term of 3 years from the date of this agreement (the “Loan Period”). This loan carries no guarantee of repayment unless profits are achieved. The Company reserves the right to reject, defer, or return any portion of funds at its sole discretion, and to close this offering at any time prior to reaching the \$2,000,000 maximum goal.

## 2. Repayment Terms

- (a) Repayment begins only after the Company achieves net distributable profit.
- (b) Repayments are made in FIFO order. Principal is repaid first.
- (c) After principal repayment, the Company shall distribute 50% of profits to all Lenders until each Lender has received a total of 2x their Loan Amount.
- (d) The 2x payout shall be issued in 10% tranches across all lenders in a round-robin fashion.

## 3. No Guarantee

The Lender acknowledges and agrees that repayment is not guaranteed. If the Company fails to generate sufficient profit, the Lender may receive partial or no repayment. Participation in this agreement does not confer ownership, equity, or voting rights.

#### **4. Raise Structure and Termination Rights**

The Company may limit total funds raised through this instrument to a maximum of \$2,000,000. The Company retains the right to close the offering early based on capital sufficiency or business needs. The Company may reject, defer, or return any Lender capital without obligation or explanation.

#### **5. Dispute Resolution**

Any dispute arising out of or in connection with this Agreement shall be resolved by binding arbitration in Miami, Florida, under the rules of the American Arbitration Association.

#### **6. Representations and Warranties**

Lender represents that they are an accredited investor and understand the risk associated with this agreement. The Lender enters into this Agreement voluntarily and has had the opportunity to seek independent legal counsel.

#### **7. Governing Law**

This Agreement shall be governed by the laws of the State of Florida, without regard to its conflicts of laws principles.

#### **IN WITNESS WHEREOF**

IN WITNESS WHEREOF, the Company and Lender have executed this Agreement as of the Effective Date.

Company: NPM Technologies Inc.

By: \_\_\_\_\_

Name: Authorized Representative

Title: CEO

Lender:

Signature: \_\_\_\_\_

Name: [FULL\_NAME]

Date: [DATE]