



WOJE, INC.
PRIVATE PLACEMENT MEMORANDUM

*Email scott@wojeinc.com to receive an E-sign version. Put the subject line as,
"PPM Needed."*

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1. Executive Summary

Woje, Inc. is a fintech platform offering geographical revenue licenses to accredited investors under a Regulation D Rule 506(c) exemption. These licenses (the “Geographical Revenue Licenses”) grant to Woje investors (the “Investors”) residual income rights based on interest generated from businesses’ payment plans initiated within a specific geographic territory. Investors will benefit from a growing ecosystem of in-house financed payment plans, both collateral-backed and non-collateralized, utilized by product and service-based businesses.

2. Disclaimer and Notice

This Private Placement Memorandum (the “Memorandum”) is provided for informational purposes only and does not constitute an offer to sell or a solicitation of an offer to purchase any securities. Offers are made only by means of this Memorandum to verified accredited investors under Rule 506(c) of Regulation D of the Securities Act of 1933. The securities described herein are not registered with the SEC or any state authority and involve substantial risk, including the potential loss of the entire investment.

3. Business Overview

Woje, Inc. is a financial technology platform built to empower product and service-based businesses to offer in-house, interest-earning financing to their customers, without relying on third-party lenders, credit card processors, or high-risk collections agencies.

Our platform enables businesses to:

- Keep 100% of their sales revenue—no merchant fee percentage deductions
- Earn interest on financed customer payments
- Offer and control flexible payment plans, often backed by property liens when applicable
- Maintain positive relationships with customers by offering reasonable, flexible, ethical financing options

Woje operates on a unique territory-based licensing model. Instead of a centralized lending institution profiting from interest, Licensees receive a portion of the interest collected on every payment plan within their designated region.

Businesses in each region can:

- Use Woje directly via our web-based system
- Or access it seamlessly through integrated CRM or accounting software

This creates a scalable, decentralized structure in which licensing holders benefit from the overall financing activity in their assigned territory, regardless of whether they directly brought the businesses on board.

Target industries include HVAC, plumbing, electrical services, general contracting, dental and medical practices, manufacturing, local services, local products, and more. The platform will be integrated with CRM and accounting software such as Jobber, Wave, Eaglesoft, Weave, and similar CRMs to accelerate user adoption.

Woje maintains a 90–95% close rate on demos. By giving businesses full control over the creation, terms, and handling of their customer payment plans, Woje empowers them to align financing with their operational style, leading to greater fulfillment and lower default rates.

As of the date of this memorandum, no business using the Woje platform has had to send a customer, client, or patient to collections.

4. Offering Overview

Woje is offering Geographical Revenue Licenses to accredited investors. Each license starting price is \$50,000 and offered with the following two terms:

1. Cash Purchase
2. Financed at
 - a. As low as \$1 down
 - b. \$1,000 per month
 - c. Financed at 6.8% APR
 - d. Approximate term: 59 months
 - e. Total cost with interest: \$58,965

In exchange, the Licensee will receive **10% of the interest Woje collects on all payment plans initiated by businesses within their licensed geographic area.** This includes plans originated directly through the Woje platform or indirectly via CRM and accounting software integrations. Licenses are non-transferable without Woje's written approval and represent a right to revenue, not equity.

The following calculator is for illustrative purposes only and does not depict actual earnings.
PLEASE COPY BEFORE USING

[LICENSE CALCULATOR](#)(Please Copy Before Use)

5. Use of Proceeds

The proceeds from this offering will be used to expand Woje's licensing program, complete regulatory requirements, and accelerate adoption of the platform by both businesses and consumers. Specifically, funds raised will be mainly allocated as follows:

- Legal & Compliance (20%)
- Software & Platform Expansion (30%)
- Marketing, Advertising & License Sales (32%)
- General Operations & Working Capital (15%)
- Current Lending (3%)

6. Market Opportunity

Woje exists at the intersection of three rapidly growing and underserved sectors:

- In-house financing for product and service-based businesses
 - Alternative lending models that bypass traditional banks
 - Ethical fintech platforms prioritizing transparency, flexibility, and local control
-

Problem: The Broken Financing Chain

Millions of product and service-based businesses—contractors, healthcare providers, coaches, trades—struggle to get customers approved through banks or third-party lenders. Those same customers often can and **do** pay over time, but only if the business takes on some of the financing risk.

Traditional options fail them:

- **Banks** reject customers or require excessive documentation.
 - **Lending Companies:** (CareCredit, Klarna, etc.) charge high interest and take 3–14% in merchant or processing fees and limit the number who qualify for financing.
 - **Collection agencies** damage relationships and keep up to 50% of recovered funds.
-

Woje's Solution: Self-Financing with Tech and Trust

Woje turns every business into its own ethical financing source. With Woje:

- Businesses keep **100% of the principal** and **earn interest**.
- There are **no merchant process percentage fees** and **no collections**.
- Customers get approved directly by businesses. Businesses set up manageable payment plans.
- All activity is tracked digitally, lien-ready when available, and bank-reportable.

Growing Market Size

- There are over **33 million small businesses** in the U.S., of which an estimated 87.3% fit Woje's target market.
- An estimated **\$1 trillion+** in services are delivered where financing could be used but is not offered due to fear or friction.
- Home improvement alone accounts for **\$500+ billion** annually, often with repair needs that go unfunded.

Market Entry Opportunity

Woje begins with contractors and lien-capable industries because:

- They can secure payment plans against properties.
- Banks and hedge funds are interested in **buying or lending against** these collateralized agreements.
- These businesses are often locally rooted and more responsive to community-focused financing solutions.

Untapped Expansion Channels

Once integrations begin:

- CRM and accounting software integrations (e.g., Jobber, QuickBooks) allow rapid deployment across sectors and geographical licenses.
- Each geographical license may become a recurring revenue engine.
- A national rollout can follow, with **international expansion ready**, once the platform and regulatory groundwork are laid.

7. Geographical Revenue License Model

Woje offers a unique and scalable framework through its Geographical Revenue License Program. Each license grants the Licensee profit-sharing rights to a defined geographic territory, providing income derived from all payment plans initiated within that area whether directly on the Woje platform or through integrations with approved CRM and accounting software.

License Structure

- Each license is currently priced at \$50,000, financed at \$1 down and \$1,000/month at 6.8% APR
- Licensee receive 10% of Woje's collected interest from businesses operating within their licensed territory.
- **Licensees do not need to onboard businesses** to earn this interest; income is generated from all businesses' payment plan activity within the territory, regardless of the adoption channel.
- Territories are exclusive and defined by population, business density, and market viability.
- Licenses are non-equity instruments and non-transferable without prior written approval by Woje.

Payment Plan Flow

1. A business offers a customer a Woje-financed payment plan
2. The customer repays in installments, often lien-secured
3. The business receives 100% of the principal and 75% of the collected interest
4. Woje receives 25% of the collected interest from each qualifying payment plan
5. The Licensee receives 10% of Woje's collected interest earnings from all qualifying payment plans with payments flowing through the Woje platform within their licensed territory, whether initiated directly or through integrated CRM/accounting software

Distribution Strategy

Licenses are distributed via:

- Direct-to-Licensee sales under this Regulation D Rule 506(c) offering
- Institutional placements (e.g., hedge funds purchasing licenses in bulk)
- Strategic partnerships (e.g., media companies exchanging ad spend for territory rights)

8. Risk Factors

Investing in Woje, Inc. involves a number of significant risks. The following risk factors, while not exhaustive, represent the most material issues that could impact the business, its financial results, or investor returns. All prospective investors should carefully consider these risks before participating in the Offering.

8.1. Early-Stage Nature of the Company

Woje is an early-stage company with limited operating history at scale. While initial results are promising, there can be no assurance that Woje will achieve widespread adoption or sustained profitability.

8.2. Regulatory and Legal Uncertainty

Although Woje does not act as a lender and avoids consumer lending frameworks, changes in local, state, or federal regulations—or the interpretation of existing laws—could impact operations, particularly around self-financing, data handling, or lien recording.

8.3. SEC Compliance and Licensing

This offering is made under Rule 506(c) of Regulation D. Failure to comply with SEC rules or future restrictions on accredited investor solicitation could delay or cancel funding rounds.

8.4. Market Adoption Risk

Woje's success depends on adoption by businesses that are traditionally risk-averse or unfamiliar with managing financing relationships. While the platform is designed to eliminate the fear and complexity, there is no guarantee that target industries will fully embrace this model.

8.5. Bank and Lien Partner Dependencies

A portion of Woje's growth strategy relies on partnerships with banks to secure lines of credit or purchase lien-secured payment plans. If those institutions delay or decline participation, it may restrict available funding or scale speed.

8.6. Team and Execution Risk

As with any startup, Woje's future performance depends on its leadership team's ability to execute the business plan, navigate legal environments, and deliver platform improvements.

8.7. Technology and Integration Challenges

Woje intends to integrate with CRMs, accounting platforms, and other tools. Delays, failed integrations, or platform instability could slow adoption or reduce user satisfaction.

8.9. Competitive Landscape

Woje competes with both traditional financing (banks, credit cards) and new fintech players. The company must continue to differentiate itself through businesses' control over financing, ethical positioning, ease of use, and transparent ownership structure.

8.9. No Guaranteed Return

There is no assurance that any return will be generated or that investors will recover their investment. The offering involves high risk and is suitable only for accredited investors who can afford to lose the full amount invested.

9. Management Team

Scott A. Johnson

Founder, CEO & President

Scott is a visionary rebel with a blueprint. He built Woje from the ground up—not just as a fintech company, but as a **movement**. His entrepreneurial career spans over 20 years, during which he built multiple businesses that never relied on outside investors, collection agencies, or traditional bank financing.

He personally financed customer payment plans for over two decades with high repayment success and no need for collections. His leadership embodies stewardship over capitalism, empowering local businesses to become their own financing solution. Scott designed Woje to replace fear-based lending systems with transparent, ethical, and respectful financing.

He moves like a marketer, thinks like a fintech architect, and leads like a mission-driven CEO. His work combines strategy, spreadsheets, and soul.

Core Leadership Team

- **Chris Johnson – Chief Operating Officer (COO)**
Guides daily operations, licensing strategy, and business compliance across all verticals.
 - **Chris Gylseth – Chief Technology Officer (CTO)**
Oversees product architecture, platform stability, and development integrations.
 - **Benjamin Young – Chief Financial Officer (CFO)**
Brings financial modeling, compliance, and investor reporting expertise to Woje's scalable structure.
 - **Eric Short – Chief Strategy Officer (CSO)**
Responsible for long-term planning, partnership strategy, and alignment of internal initiatives.
-

Strategic Operations & Brand Team

- **Brad Jeppson – Brand Manager ("The Artist")**
Designs Woje's visual identity and cultural alignment across licensing, software, and

outreach.

- **Boyd Peterson – Chief Marketing Officer ("The Catalyst")**
Leads social strategy and national awareness campaigns to scale user onboarding and license sales.
- **Jim Beckstrom – Senior Consultant ("The Catalyst")**
Brings enterprise sales and consultative guidance to help partners implement Woje at scale.
- **M'Taya Morgan – Social Media & Community ("The Highlighter")**
Supports brand credibility with public-facing education and content publishing.
- **Scott Christopher – Spokesperson ("The Voice")**
Supports branding across larger media outlets to promote brand credibility with public-facing education and content.

Legal & Intellectual Property Advisors

- **Pate Peterson PLLC – Trademark Counsel ("The Branding Iron")**
Protects Woje's growing IP portfolio and licensing brand assets.
- **Goff IP Law – Patent Advisor ("The Internal Branding Iron")**
Ensures Woje's fintech innovations are protected domestically and internationally.
- **Denton – Corporate Legal Advisor ("The Law")**
Oversees regulatory compliance, corporate structuring, and initial 506(c) readiness.

Engineering & Fulfillment

- **Amazatic Solutions – Development Team ("The Data")**
A contracted development team of ~100 engineers across frontend, backend, and integrations. (Some of whom are shareholders)
- **Marvin Crowther - Tax Accounting ("The Filer")** maintains tax preparations for the best financial growth.

- **Trifany Bristol – Bookkeeping & Financial Oversight ("The Number Cruncher")**
Maintains accurate reporting and investor-grade financial records.
-

Consultants & Sales Force

- **Adam Chase – Sales Director**
Leads the onboarding and regional training of businesses using Woje.
- **Sales Consultants:**
Jefferson Bryce, Lance Cromwell, Bretton Lind, Sam Diamond, Travis Douglas, Greg Wehland, David Longmore, Andrew Maunder

10. Business Model and Revenue Streams

Woje is a purpose-driven fintech platform that empowers businesses to become their own ethical financing provider. Its business model is designed for **scalable, recurring, and diversified revenue** across all license territories.

10.1. Interest Revenue Sharing

Woje earns **25% of the interest and fees** businesses choose to charge their customers on payment plans. The business keeps 100% of the principal and 75% of the interest. This revenue model ensures that Woje's success is directly aligned with the success of its users.

- **Recurring:** Interest is collected with each customer payment
 - **Aligned:** The more Payment Plans active in a region, the more revenue is generated
 - **Scalable:** Automated collection via Woje's platform ([MyWoje.com](https://mywoje.com))
 - **Spread:** Woje is user friendly to a very wide spread and variety of industries
-

10.2. Subscription Tiers (Business SaaS)

While Woje is free to start and has an auto-tiering subscription, businesses can request upgrade for:

- Advanced contract integration
- Advanced CRM and reporting
- Private Consulting

While the auto-tier subscription generates **monthly recurring revenue (MRR)**, these other added benefits will bring in upsales.

Businesses that receive consulting services may also have subscription fees waived for initial payment plans to incentivize onboarding.

10.3. Geographical License Sales

Woje is offering **2,618 exclusive Geographical Revenue Licenses**. These are currently sold at:

- **\$50,000 each**, with terms of as low as **\$1 down and \$1,000/month at 6.8% APR**
 - Licensees receive **10% of Woje's collected interest** in their territory
 - This provides Woje with both cash and recurring financeable assets that can be used for collateralized lines of credit
-

10.4. Consulting Packages

Woje offers optional, paid consulting packages to help businesses:

- Launch in-house financing
- Navigate regulatory practices
- Implement CRM or lien workflows

Price points vary based on size and scope.

10.5. Strategic Media Partnerships (Non-Cash Revenue)

Some marketing licensees (e.g. Heftel Media) provide **in-kind advertising** in exchange for licensing consideration. These partnerships create:

- Brand equity at scale
 - Accelerated Payment Plan adoption in select regions
 - Convertible licensing revenue
 - Potential \$10,000 in media per geographical license
-

10.6. Future Revenue Streams (Post-Scale Vision)

- **Platform Marketplace:** Integration fees for CRMs, accounting tools, or insurance
- **Payment Plan Portfolios:** Bundling and selling lien-backed Payment Plans to banks or hedge funds

11. Strategic Growth Plan

Woje's growth strategy is built on ethical disruption, predictable licensing revenue, and national scalability through strategic channels. The company is executing a multi-phase expansion plan designed to attract users, generate licensing value, and prepare for eventual international reach.

Phase 1: Foundation & Buildout (*Completed/In Progress*)

- Development of the Woje platform and payment plan system (Completed)
 - Legal readiness for Regulation D Rule 506(c) compliance
 - Completion of ZIP code-based segmentation for 2,618 revenue-balanced license territories (Completed)
 - Strategic agreement with media partners (e.g. Heftel Media) for \$300,000 in ad exposure and a letter of intent for national media of up to \$25,000,000 (Completed)
 - First licensee commitments: \$50,000 cash + 5 geographical licenses tied to high-visibility campaigns
 - Proven onboarding funnel with **95% demo-to-signup close rate for businesses** (Active)
-

Phase 2: Expansion (Licensing + Partnerships)

- **Full launch of** offering to accredited investors and hedge funds
- National sale of **up to 2,618 Geographical Revenue Licenses**
- Licenses financeable at \$1 down / \$1,000 per month / 6.8% APR
- Licensee receive 10% of Woje's collected interest in their territory

Phase 3: Platform Integration & Automation

- Facilitates integration with top CRMs and accounting platforms (e.g. Jobber, HubSpot, QuickBooks, Wave, Weave)
 - Enables thousands of businesses to offer financing instantly through existing software tools
 - Reduces sales lift, expands payment plan creation, and increases residual license value
-

Phase 4: Institutional Lending & Payment Plan Marketplace

- Engage local banks and credit unions with access to **lien-backed, payment-performing portfolios**
 - Offer vetted, trackable, and secure assets originated via the Woje platform
 - Open the door for long-term **financial instruments** backed by Payment Plan streams
-

Phase 5: International Adaptation & Consumer Model

- Begin localization efforts for select foreign markets (Canada, UK, Australia)
 - Develop and launch **consumer-to-consumer financing framework**, keeping all revenue internally
 - Leverage business-based infrastructure to test and deploy a new in-house lending alternative at the consumer level
-

Compass-Driven, Not Capital-Dependent

Woje's roadmap is guided by ethics and efficiency—not capital dependence. Proceeds from licensing and recurring revenue will fuel a lean, fast-moving, compliance-safe expansion strategy.

The goal: **Create the future of financing—built on trust, owned by businesses, and spread by stewardship.**

12. Legal Disclosures and Compliance Notes

This Private Placement Memorandum is intended solely for use by accredited investors under Rule 506(c) of Regulation D, promulgated under the Securities Act of 1933, as amended. The offering described herein has not been registered under the Securities Act or the securities laws of any state and is being offered and sold in reliance on exemptions from the registration requirements of such laws.

The contents of this Memorandum have not been reviewed or approved by the U.S. Securities and Exchange Commission (SEC), FINRA, or any state securities regulator. Woje, Inc. reserves the right to modify, withdraw, or cancel this offering at any time.

Investors should conduct their own independent due diligence and consult with independent legal and tax professionals before making any investment decisions.

This section is subject to further update, expansion, and legal review prior to final distribution of the Memorandum.

Appendix 1:

Subscription Agreement

This Agreement constitutes the Subscriber's intent to purchase a Geographical Revenue License, subject to Woje's acceptance, final territory assignment, and the issuance of a License Agreement (Appendix 4).

WOJE, INC.

SUBSCRIPTION AGREEMENT FOR GEOGRAPHICAL REVENUE LICENSE

This Subscription Agreement (the "Agreement") is entered into by and between Woje, Inc., a Utah corporation ("Company"), and the undersigned subscriber ("Subscriber").

1. Subscription

Subject to the terms and conditions of this Agreement, Subscriber hereby subscribes to purchase one (1) Geographical Revenue License at a total purchase price of \$50,000, payable as follows:

- \$1 due upon execution of this Agreement
- \$1,000 per month at 6.8% APR, amortized over approximately 59 months

Subscriber acknowledges and agrees that this license represents a right to receive interest-based revenue from Woje, Inc. as described in the Private Placement Memorandum ("PPM"), and does not represent equity, voting rights, or ownership in the Company.

2. Territory Selection and Assignment

Upon acceptance of this Agreement, Subscriber may request preferred geographic territories. Final assignment is at the sole discretion of Woje and subject to availability at the time of the 506(c) launch. Territory rights are non-transferable without prior written approval from Woje.

3. Acceptance and Effectiveness

This Agreement shall become binding only when:

- Woje takes reasonable steps to verify Subscriber's status as an accredited investor; and
- Woje formally accepts this subscription in writing

Until acceptance, Woje reserves the right to reject any subscription, in whole or in part, at its sole discretion.

4. Representations and Warranties

Subscriber hereby represents and warrants that:

- Subscriber has received, read, and fully understands the Woje Private Placement Memorandum
- Subscriber is an accredited investor as defined under Rule 501 of Regulation D
- Subscriber has had the opportunity to ask questions and consult independent counsel or advisors
- Subscriber is acquiring the license for investment purposes only

5. Payment Instructions

The initial \$1 down payment may be submitted via check, ACH, or wire transfer. All future monthly payments of \$1,000 shall be automatically withdrawn through the MyWoje.com platform on a recurring basis. Subscriber authorizes Woje to initiate these automated withdrawals until the full purchase amount (plus interest) is paid in full.

6. Miscellaneous

- This Agreement shall be governed by the laws of the State of Utah
- This Agreement may be signed electronically and in counterparts
- Subscriber may not assign or transfer rights without Woje's written consent

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the date written below.

Woje, Inc.

By: _____

Name: Scott A. Johnson

Title: CEO

Date: _____

Subscriber

Name:

Signature:

Entity (if applicable):

Date:

Appendix 2:

Investor Questionnaire

WOJE, INC.

INVESTOR QUESTIONNAIRE FOR GEOGRAPHICAL REVENUE LICENSE SUBSCRIPTION

This questionnaire must be completed by any prospective investor prior to participation in Woje's Regulation D Rule 506(c) offering.

Section 1: Investor Information

Full Name:

Entity Name (if applicable):

Street Address:

City:

State: Zip Code:

Phone:

Email:

Social Security or EIN (last 4 digits):

Section 2: Investor Type

(Check one)

Individual

Joint Individual (Spouse or Spousal Equivalent)

LLC / Corporation

Trust or Other Entity

Section 3: Accredited Investor Qualification

(Check all that apply)

FOR INDIVIDUALS:

My individual income has exceeded \$200,000 in each of the last two years, and I reasonably expect to earn at least \$200,000 this year.

My joint income with my spouse/spousal equivalent has exceeded \$300,000 in each of the last two years, and we reasonably expect to earn at least \$300,000 this year.

My net worth (individually or jointly with spouse/spousal equivalent) exceeds \$1,000,000, excluding the value of my primary residence.

I hold a Series 7, 65, or 82 license and am in good standing.

FOR ENTITIES:

This entity has total assets in excess of \$5 million and was not formed for the purpose of this investment.

All equity owners of this entity are accredited investors.

Section 4: Verification Method

(Check one and provide backup documentation)

☐ I will submit a third-party verification letter (attorney, CPA, broker-dealer, or RIA)

☐ I will submit tax returns, W-2s, or bank statements for income verification

☐ I will submit financial statements, credit report, and declaration of liabilities

☐ I will use a third-party verification service (e.g., VerifyInvestor.com or EarlyIQ)

Section 5: Investment Understanding

(Initial each)

☐ I have received and read the Woje Private Placement Memorandum.

☐ I understand this investment is not publicly traded and is illiquid.

☐ I am investing for my own account and not on behalf of others.

☐ I understand there is no guarantee of income or return.

☐ I have had the opportunity to ask questions and consult my own legal or financial advisor.

Signature

Investor Signature:

Printed Name:

Date:

Appendix 12.3:
Accredited Investor Verification Letter Template

[ON LETTERHEAD OR WITH SIGNATURE BLOCK]

RE: Accredited Investor Verification for [Investor Name]

To Whom It May Concern,

I, the undersigned, am a licensed attorney, certified public accountant (CPA), registered broker-dealer, or investment advisor registered with the SEC or a state securities regulator, and I am writing this letter at the request of my client, [Investor Name], in connection with their potential investment in a private offering conducted by Woje, Inc., pursuant to Rule 506(c) of Regulation D under the Securities Act of 1933.

Based on reasonable steps taken and documentation reviewed within the last 90 days, I hereby confirm that [Investor Name] is an accredited investor as defined in Rule 501(a) of Regulation D, because they meet one or more of the following qualifications:

- ☐ The individual has earned income exceeding \$200,000 (or \$300,000 jointly with spouse) in each of the past two calendar years and has a reasonable expectation of reaching the same income level in the current year.
- ☐ The individual has a net worth exceeding \$1 million, individually or jointly with a spouse, excluding the value of the individual's primary residence.
- ☐ The investor is an entity with assets exceeding \$5 million and not formed for the specific purpose of acquiring the investment.
- ☐ All equity owners of the entity are themselves accredited investors.

I am aware of the definition of "accredited investor" under Rule 501(a) and confirm that the verification performed is consistent with the requirements of Rule 506(c) and the related SEC guidance.

Please feel free to contact me with any questions.

Sincerely,

Name: Title / Role:

Firm Name:

Full Address:

Phone Number: Email:

Professional License / Registration ID:

State or Jurisdiction of License:

Date Signed:

Appendix 12.4:

Geographical License Agreement

This Agreement shall be executed after subscription acceptance (Appendix 1) and serves as the formal issuance of licensing rights and obligations regarding revenue sharing, territory enforcement, and operational terms.

THIS AGREEMENT is entered into as of [Date] by and between Woje, Inc., a Utah corporation ("Licensor"), and [Licensee Name], an accredited investor ("Licensee").

1. Grant of Rights

Licensor hereby grants to Licensee a non-exclusive, non-transferable right to receive revenue from Woje's platform activity occurring within the geographic territory defined in Exhibit A (the "Territory").

Licensee shall receive 10% of the interest revenue collected by Woje from business-initiated payment plans within the Territory. This revenue share applies exclusively to interest paid by customers on payment plans created by businesses. It expressly excludes interest revenue generated through peer-to-peer, consumer-to-consumer, or other non-business transactions on the Woje platform.

2. License Payment Terms

The total cost of the license is \$50,000, payable as follows:

- \$1 down upon execution
- \$1,000/month at 6.8% APR for the remaining balance, amortized over approximately 59 months

Payments will be processed via MyWoje.com on a recurring basis.

3. Duration

This Agreement will remain active so long as the Licensee remains in good standing with Woje, makes timely payments, and abides by the terms of this Agreement.

4. Exclusivity and Territory

Woje will assign a unique, population-based geographic Territory to each Licensee. Licensee shall only receive interest revenue from Woje activity within that assigned Territory. Territories are defined and fixed upon execution of this Agreement.

5. Transfer and Assignment

Licensee may not sell, assign, or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Woje. Woje has the first right of refusal on any potential purchase of each license. Any unauthorized transfer is null and void. Woje reserves the right, at its sole discretion, to repurchase any active license at a price equal to five times (5x) the total amount the Licensee has paid toward the license as of the repurchase date. If the license has been paid in full, Woje may repurchase it at five times (5x) the original full purchase price.

6. Termination

Woje may terminate this Agreement if Licensee:

- Fails to make timely payments;
- Engages in conduct that harms the reputation or business of Woje; or
- Breaches any provision of this Agreement.

In the event of termination, no refund shall be due for payments previously made.

7. Limitation of Rights

This Agreement does not grant equity, board representation, or voting rights. It is solely a right to a defined percentage of collected interest revenue from business activity within the assigned Territory.

8. Governing Law

This Agreement shall be governed by the laws of the State of Utah. Disputes shall be resolved in federal or state located in Utah County, Utah.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WOJE, INC.

By: _____

Name: Scott A. Johnson

Title: CEO

Date: _____

LICENSEE

Name: _____

Signature: _____

Date: _____

Appendix 5:

CRM Integration Vision

Woje's long-term growth strategy includes embedding its payment plan creation and tracking tools directly into the platforms that service-based businesses already rely on, such as CRM, scheduling, invoicing, and accounting systems.

This strategy enables rapid, low-friction adoption while making every geographical license territory more valuable as payment plans are initiated from multiple software ecosystems simultaneously.

Planned Integration Targets:

- **CRM & Scheduling Systems**
 - **GoHighLevel** - multi-industry CRM
 - **Jobber** – Home service CRM for HVAC, landscapers, cleaners, etc.
 - **Housecall Pro** – Field service CRM with invoice automation
 - **HubSpot** – Scalable CRM with broad market penetration
 - **Zoho** – Flexible CRM used by both small and mid-size service firms
- **Communication & Patient Platforms**
 - **Weave** – Used in dental, medical, and chiropractic offices for billing and communications
 - **Eaglesoft** – Dental patient management and billing
 - **Dentrix** – Leading practice management platform for dental offices
- **Accounting & Invoicing Software**
 - **QuickBooks** – Dominant platform for SMB accounting
 - **Xero** – Growing cloud accounting system used globally
 - **Wave** – Free small business accounting tool widely adopted by startups

Integration Architecture

Each integration will follow a multi-layered rollout:

1. **Basic embed or “Zapier-style” automation** for early connectivity
2. **API-based integration** for real-time Payment Plan sync and tracking
3. **White-labeled dashboards** for CRM partners who want co-branded Woje services

License Revenue Impact

Integrations drastically increase the number of Payment Plans created in each license territory:

- Businesses already using CRMs don’t need to learn a new system.
- License holders benefit as **every business’s payment plan initiated by any CRM or other software in their territory still flows through Woje.**
- This builds passive interest income for licensees and recurring interest revenue for Woje.

Appendix 6:

ZIP Code Business and Population Distribution

Woje has designed its national licensing strategy based on an equitable distribution of both business density and population. Each Geographical Revenue License is assigned a collection of ZIP codes that, when combined, represent approximately:

- **13,000 total businesses** per license region
 - A relatively balanced total population per license
 - Marketable ZIP-level data with city, state, and county references
-

Data Sources

The distribution is derived from the following nationally recognized data sets:

- U.S. Census Bureau ZIP Code Tabulation Areas (ZCTA)
 - ZIP Code Business Patterns (ZBP) data
 - Woje's own master file of over 41,000 U.S. ZIP codes with:
 - Total number of businesses (establishments)
 - Total ZIP code population
 - State, county, and city attribution
-

License Grouping Methodology

To ensure fairness and strategic clarity:

- ZIP codes were **sorted and grouped** by cumulative business count
 - Each license region includes a bundled set of adjacent ZIPs
 - The full dataset will be displayed in Woje's mapping tool and territory planner
 - Visual segmentation will be published in an included Woje License Digital Map
-

Included Materials

The following documents and files are provided to support this appendix:

- [Master_Full_License_List_By_ZIP_code.xlsx](#) – includes License Number, ZIP CODES per license number, business count, state, and county
- [Woje_License_Map.pdf](#) – color-coded map of all 2,500 territories with license segmentation (Coming Soon)

This distribution strives to give every licensee access to an equally valuable economic area, supporting investor confidence, regulatory fairness, and Woje's commitment to scalable, transparent growth.

EXHIBIT A – LICENSE TERRITORY SELECTION FORM

EXHIBIT A GEOGRAPHICAL LICENSE TERRITORY ASSIGNMENT

This Exhibit A is incorporated into and forms an integral part of both:

- The **Subscription Agreement** (Appendix 1), and
 - The **Geographical License Agreement** (Appendix 4)
executed between Woje, Inc. (“Woje”) and the undersigned Licensee.
-

1. License Summary

- **Licensee Name:** _____
 - **Total Number of Licenses Purchased:** _____
 - **Cost Per License:** _____
 - **Method of Purchase** (Check One):
 - ☐ \$1 down + \$1,000/month at 6.8% APR
 - ☐ Full Cash Payment
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2. Assigned License Numbers

The following license numbers have been selected by Licensee and confirmed by Woje as **available and assigned** to Licensee upon execution of the agreement and verification of accredited investor status:

License #	Status	Confirmation Initialized
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3. Territory Boundaries

Each license corresponds to a defined ZIP code-based territory as outlined in Woje's master ZIP assignment schedule, maintained on file by Woje. A digital map and ZIP code list for each assigned license number shall be made available to the Licensee upon execution.

4. Acknowledgment

By signing below, Licensee acknowledges that the listed license numbers above are final and non-transferable without Woje's written approval. This Exhibit A binds both parties to the assignment of these territories and shall survive the termination of the Subscription or License Agreement unless expressly revoked in writing by Woje.

Licensee Signature: _____

Printed Name: _____

Date: _____

Accepted by Woje, Inc.

By: _____

Name: Scott A. Johnson

Title: CEO

Date: _____