

# INTEC BIOPLASTICS, INC.

## OFFERING PACKAGE

A Private Stock Purchase Offering to Accredited Investors

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May 6, 2024

### ITEMS

- I. Subscription and Payment Instructions
- II. Description of Risk Factors and Offering Summary
- III. Purchaser Questionnaire and Statement\*\*\*
- IV. Form of Subscription Agreement\*\*\*
- V. Royalty Agreement
- VI. Investment Memorandum

\*\*\* To be completed and executed by Investor and returned to Intec Bioplastics, Inc., as provided below.

THE ENCLOSED DOCUMENTS RELATE TO A PRIVATE PLACEMENT OF SECURITIES BY INTEC BIOPLASTICS, INC. THE SHARES THAT ARE THE SUBJECT OF THE ENCLOSED SUBSCRIPTION DOCUMENTS ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK AND SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT AFFORD THE LOSS OF HIS, HER OR ITS ENTIRE INVESTMENT. PROSPECTIVE INVESTORS SHOULD CAREFULLY REVIEW THE ENCLOSED DOCUMENTS.

**ITEM I.**  
**Subscription and Payment Instructions**

## SUBSCRIPTION INSTRUCTIONS

**1. Complete the Purchaser Questionnaire and Statement (Item III in this Package).**

**2. Complete the Subscription Agreement by signing the signature page as follows:**

1.1 If the Investor is an individual sign over the line “Signature of Investor”. If there is a second individual Investor (not a partnership), that person should sign on “Co-Investor” line.

1.2 If the Investor is not an individual, an authorized signatory of the entity should sign under the line “If Entity Investor” and fill in the requested information.

1.3 Print the Investor’s name and mailing address where indicated on the signature page.

**3. Send in your payment following these PAYMENT INSTRUCTIONS:**

Unless the funds have been tendered previous to the date of this Agreement, send the funds for your participation either by wire transfer or by check in accordance with the following instructions:

**-- Wire Funds**                      Wire the funds to Intec Bioplastics, Inc. to the following account:

Chase Bank

ABA Routing No.: 322271627

Account No: 589181372

**-- Check**                              Make your check payable to “INTEC BIOPLASTICS, INC. and  
continue:

**RETURN CHECK AND AN ORIGINAL COMPLETED AND SIGNED COPY OF THESE MATERIALS TO THE COMPANY**

**Mailing Address:**

Intec Bioplastics, Inc.

2118 Wilshire Blvd #1175

Santa Monica, CA 90403

Telephone:

Email: [info@intecbioplastics.com](mailto:info@intecbioplastics.com)

**Physical Address**

Intec Bioplastics, Inc.

520 Broadway

Suite 200

Santa Monica, CA 90401

**THE SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND ARE BEING OFFERED AND SOLD ONLY TO ACCREDITED INVESTORS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT. SUCH SECURITIES MAY NOT BE REOFFERED FOR SALE OR RESOLD OR OTHERWISE TRANSFERRED UNLESS THEY ARE REGISTERED UNDER THE APPLICABLE PROVISIONS OF THE ACT OR ARE EXEMPT FROM SUCH REGISTRATION.**

**ITEM II.**  
**Description of Intec Bioplastics, Risk Factors**  
**and Offering Summary**

## **DESCRIPTION OF INTEC BIOPLASTICS, INC. AND RISK FACTORS**

### **OVERVIEW**

Intec Bioplastics, Inc. is a bio-resin engineering company that assists its customers to achieve their sustainability goals of net zero carbon footprint, net zero plastic and waste to landfills.

Intec was incorporated in 2019. The corporate offices are located in Santa Monica with two manufacturing facilities in Los Angeles County, a 12,500 sq ft facility and a 5,000 sq ft facility. Intec is negotiating a lease purchase for a 99,520 sq ft facility to be utilized for production and Intec's first ESSF Facility. Intec offers its customers a circular economy through sustainable products and packaging at the most economically feasible pricing in the world. Intec currently has over \$100 million in LOI's from active customers. Intec is currently in production shipping products monthly.

Market focus in food service, housewares, medical packaging, cosmetic packaging, toys, footwear, automotive, cannabis packaging, construction and building materials. Intec's manufacturing processes are compounding bio-resins, injection and blow molding, thermoform and extrusion.

Intec's EarthPlus™ bio-resins are biodegradable, compostable, and can be recycled with regular plastics. EarthPlus bio-resins are FDA-food grade compliant. The Intec 12,500 sq ft facility is SQF - Food Safety Certified. Intec's other Facilities will also be Food Safety Certified. Intec offers its customers an all-in-one platform in a sustainability partnership to solve their ESG goals, products and packaging needs. Packaging legislation globally is making it more and more challenging for

companies to find manufacturers and suppliers for their products and packages ESG goals, that are in compliance with these laws.

Phase I –Intec’s business model is to vertically integrate our patented technology to solve our customers’ ESG sustainable goals. The plastic global market will exceed \$4 trillion this year. Countries around the world are following the United Nations’ sustainability goals to eliminate single-use toxic plastic by 80 percent over the next 20 years, with sustainable materials that can be recycled and be bio-compostable. Intec is already the world leader in this space, holding the only U.S. patent in the world in this technology.

With the increasingly stringent global legislation being passed by government bodies, the plastic problem is finally coming into the spotlight. Intec’s patented plant-based material called EarthPlus™, which can replace toxic petroleum-based plastic with an economically feasible, environmentally sustainable material. The average human eats a credit card worth of plastic every week.

## Phase II

The Problem: The world has faced an uphill battle to simplify plastic recycling, diverting food waste away from landfills, as well as recycling other materials such as glass, aluminum cans, tin cans and lids, paper –cardboard soiled with food waste, as well as all types of plastics with labels on them.

The Solution: Intec Bioplastics’ ESSF technologies solves the recycling and trash to landfills issue. Through all consumer trash collection of materials ALL-IN-ONE BIN.

Intec's technology will eliminate the need for composting sites, which are nasty, landfills, which are killing the planet, and inadequate recycling centers that are sending billions of pounds of plastic waste to landfills. One single trash bin for all consumer disposables. Intec's ESSF landfill diversion and recycling technology is the answer. Intec's first ESSF plant will be located in Los Angeles County, in a 99,520 sq ft building and land. The cost to build an ESSF is between \$75 and \$100 million not including the building. An ESSF will generate \$440 million in annual revenue with an EBITDA of 16 to 34 percent and will employ 500 workers. Development time for this project is 24 to 30 months.

The ESSF technology can be adapted to existing MRF plants. Intec's management team is currently in talks with the City of Los Angeles and other surrounding municipalities to divert the trash collection from landfills to the ESSF plant. Intec would receive the tipping fees for the trash collection. The trash collection infrastructure of garbage trucks would stay the same, except only one trash truck would pick up all trash instead of 4 trash trucks coming to pick up trash in 4 different bins. Then the trash truck would go to the ESSF instead of a landfill.

ESSF plants are completely enclosed. No smell! No methane gas release, reduces the carbon footprint that landfills produce. Recycling issues often come down to confusion and inconvenience. People don't know how to recycle, what can be recycled, which bin does it go in. The top reason Americans say they don't recycle regularly is a lack of convenience. Then there's the fact that items put in recycling aren't always recycled.

Per the most recent report, U.S. landfills released an estimated 109.3 million metric tons of carbon dioxide equivalent of methane into the atmosphere in 2020; this represents 16.8% of the total U.S. atherogenic methane emissions across all sections. Intec's technology would reduce landfills in the



U.S. and around the world. This could significantly reduce methane emissions going into the atmosphere.

In September 2023, Intec's team met with Ms. Ma, California's State Treasurer and presented a plan to eliminate 70 to 77 landfills in the state of California over a 10-year period. The ESSF in Los Angeles County is the first one! Intec had identified a building in Los Angeles County that is approximately 99,520 sq ft. that Intec is moving forward with the approval process to hopefully house Intec's first ESSF technology. Intec has located a building in the City of South Gate for Intec's first ESSF Factory. Intec met with the City of South Gate. They are extremely interested in moving forward with the approval process for Intec's first ESSF Facility located in the City of South Gate. That process is currently moving forward. Intec is contemplating moving all of its operations out of the two smaller facilities into the larger 99,520 sq ft. facility with all operations under one roof for easier management.

### **Patents and Proprietary Rights**

Intec is a bio-resin engineering company that assists its customers to achieve their sustainability goals of net carbon footprint, net zero plastic and waste to landfills. Intec's technology was substantially created by its founder, Edward Showalter. Mr. Showalter holds multiple trademarks and U.S. patents for various devices and bio-resins with 65 patents pending in 35 countries. Mr. Showalter has licensed his trademarks, trade secrets, patents and patent rights to Intec on an exclusive basis. Intec has expressed interest to Showalter to acquire his IP.

As a result of its license of Mr. Showalter's intellectual property, Intec has over 590 different EarthPlus bio-resin formulas from which its products may be commercialized. Intec's EarthPlus

bio-resin can be used for products that are manufactured through injection molding, blow molding, thermoform, extrusion and roll molding processes. EarthPlus is Intec's trademark bio-resin brand.

Our success will depend upon our ability, and upon the ability of any future collaborators of ours, to obtain and maintain intellectual property protection in the United States and other key markets around the world for our product candidates and technologies, defend and enforce our intellectual property rights, preserve the confidentiality of our trade secrets and operate without infringing valid and enforceable intellectual property rights of others. We have sought, and plan to continue to seek, patent protection in the United States and other markets, that is intended to cover the composition of matter of our product candidates, their methods of use, related technologies and other inventions that are important to our business. In addition to patent protection, we also rely on trade secrets to protect aspects of our business that are not amenable to, or that we do not consider appropriate for, patent protection.

### **Regulatory Requirements - ESSF**

Our proposed ESSF business is subject to extensive and evolving federal, state, and local environmental protection, health, safety, land use, zoning, transportation, and other related laws and regulations. These laws and regulations are administered by the EPA, and various other federal, state, and local environmental, zoning, transportation, land use, health, and safety agencies. Many of these agencies may regularly examine our operations to monitor compliance with these laws and regulations and have the power to enforce compliance, obtain injunctions or impose civil or criminal penalties in cases of violations.

In connection with the development of ESSFs, we expect to be required to spend considerable time, effort and money to obtain and maintain required permits and approvals. There are no assurances that we will be able to obtain or maintain permits or other required governmental approvals. Compliance with current regulations and future requirements could require us to make significant capital and operating expenditures.

The regulatory environment in which we operate is influenced by changes in leadership at the federal, state, and local levels. Increasing regulation may have a negative impact on our operating costs.

#### Federal Regulation

The primary federal statutes affecting our proposed ESSF business includes the following:

The Resource Conservation and Recovery Act of 1976 (“RCRA”), as amended, regulates handling, transporting and disposing of hazardous and non-hazardous waste and delegates authority to states to develop programs to ensure the safe disposal of solid waste. Landfills are regulated under Subtitle D of RCRA, which sets forth minimum federal performance and design criteria for solid waste landfills, and Subtitle C of RCRA, which establishes a federal program to manage hazardous wastes entire life-cycle. These regulations are typically implemented by the states, although states can impose requirements that are more stringent than the federal standards. We incur costs in complying with these standards in the ordinary course of our operations.

*The Comprehensive Environmental Response, Compensation and Liability Act of 1980*  
(“CERCLA”)

CERCLA provides for federal authority to respond directly to releases or threatened releases of hazardous substances into the environment that have created actual or potential environmental hazards. CERCLA's primary means for addressing such releases is to impose strict liability for cleanup of disposal sites upon current and former site owners and operators, generators of the hazardous substances at the site and transporters who selected the disposal site and transported substances thereto. Liability under CERCLA is not dependent on the intentional release of hazardous substances; it can be based upon the release or threatened release of hazardous substances, even resulting from lawful, unintentional and attentive action, as the term is defined by CERCLA and other applicable statutes and regulations. The EPA may issue orders requiring responsible parties to perform response actions at sites, or the EPA may seek recovery of funds expended or to be expended in the future at sites. Liability may include contribution for cleanup costs incurred by a defendant in a CERCLA civil action or by an entity that has previously resolved its liability to federal or state regulators in an administrative or judicially-approved settlement. Liability under CERCLA could also include obligations to a potentially responsible party ("PRP") that voluntarily expends site clean-up costs. Further, liability for damage to publicly-owned natural resources may also be imposed. We are subject to potential liability under CERCLA as an owner or operator of facilities at which hazardous substances have been disposed and as a generator or transporter of hazardous substances disposed of at other locations.

### *The Federal Water Pollution Control Act of 1972*

This act, known as the Clean Water Act, regulates the discharge of pollutants into streams, rivers, groundwater, or other surface waters from a variety of sources, including solid and hazardous waste disposal sites. If our operations discharge any pollutants into federally protected surface waters, the

Clean Water Act requires us to apply for and obtain discharge permits, conduct sampling and monitoring, and, under certain circumstances, reduce the quantity of pollutants in those discharges. The EPA also requires landfills and other waste-handling facilities to obtain storm water discharge permits, and if a landfill or other facility discharges wastewater through a sewage system to a publicly-owned treatment works, the facility must comply with discharge limits imposed by the treatment works.

### *The Clean Air Act of 1970*

The act provides for federal, state and local regulation of the emission of air pollutants. Our proposed ESSFs may be subject to regulations implemented under the Clean Air Act, including new source performance standards, emission guidelines and national emission standards for hazardous air pollutants.

### *The Occupational Safety and Health Act of 1970*

The act establishes certain employer responsibilities, including maintenance of a workplace free of recognized hazards likely to cause death or serious injury, compliance with standards promulgated by the Occupational Safety and Health Administration, and various reporting and record keeping obligations as well as disclosure and procedural requirements. Various standards for notices of hazards, safety in excavation and demolition work and the handling of asbestos, may apply to our operations. The Department of Transportation and the Occupational Safety and Health Administration, along with other federal agencies, have jurisdiction over certain aspects of hazardous materials and hazardous waste, including safety, movement and disposal. Various state

and local agencies with jurisdiction over disposal of hazardous waste may seek to regulate movement of hazardous materials in areas not otherwise preempted by federal law.

### *State, and Local Regulations*

There are also various state, and local regulations that affect our proposed ESSF operations. Each state and province in which we may operate has its own laws and regulations governing solid waste disposal, water and air pollution, and, in most cases, releases and cleanup of hazardous substances and liabilities for such matters. States have also adopted regulations governing the design, operation, maintenance and closure of landfills, and laws governing where recyclable materials can be sold. Some counties, municipalities and other local governments have adopted similar laws and regulations that apply to our facilities and operations.

Many states, provinces and local jurisdictions have enacted “fitness” laws that allow the agencies that have jurisdiction over waste services contracts or permits to deny or revoke these contracts or permits based on the applicant’s or permit holder’s compliance history. Some states, provinces and local jurisdictions also consider the compliance history of the parent, subsidiaries or affiliated companies, in addition to the applicant or permit holder. These laws authorize the agencies to make determinations of an applicant’s or permit holder’s fitness to be awarded a contract to operate, and to deny or revoke a contract or permit because of unfitness, unless there is a showing that the applicant or permit holder has been rehabilitated through the adoption of various operating policies and procedures put in place to assure future compliance with applicable laws and regulations. **Intec issued its first royalty payments to investors at the end of the First Quarter March 2024.**

## **RISK FACTORS**

The Subscriber to this Offering Package represents and warrants that it has had access to the management of the Seller, has had the opportunity to review the books and records of the Seller and to discuss certain risks of investing in the Seller. A summary of some of these risks recognized by the Subscriber, include the following:

**Immediate use of funds.** The Seller shall be entitled to the immediate use of Subscriber's investment. There is no minimum amount of investment or number of investors required before the Seller starts using the Subscriber's investment in the Seller business.

**Risky investment.** An investment in the Shares may result in a total loss to subscribers and no person should invest in the Seller unless they can afford the total loss of their investment.

**The Seller will need more money.** The Seller has limited cash and currently estimates that it needs up to an additional \$10 million for Phase I production, \$85 million to execute its business plan for ESSF Los Angeles as understood by the management at this time. Significant additional capital will be necessary to fund development of our business and there can be no assurance that capital will be available. In order to complete development, manufacturing scale up, such that we can attract debt financing includes many tens of millions of dollars. Phase I - \$10 million, Phase II - \$85 million ESSF Los Angeles.

**Competition.** None of the Seller planned products are impervious to competition. However, Intec's exclusive rights to a large patent portfolio does give Intec a market advantage. There may be products that are superior, cheaper, better marketed and/or better distributed could erode potential sales and profits, if any. There is always the risk that potential competitors, including

those who have greater resources and experience than we do, may develop products or technologies that make the Seller products obsolete or noncompetitive. However, Intec's products are currently superior and less expensive than any bio-resins or products in the Global Market today.

**Use of Proceeds.** The Seller management will have broad discretion in using the net proceeds of Subscriber's investment and you may have no opportunity to approve the use of proceeds of this Offering.

**Illiquid investment.** There are restrictions on transfer of the Shares which significantly restrict your ability to sell these securities. There is no market for the Seller common stock and there can be no assurance that a market will develop in the future.

**No government review of offering.** This private offering has not been reviewed by the SEC, or any other federal or state government or securities regulators.

**Arbitrary Share price and valuation.** The \$1.00 Share price may not reflect the value of the Shares.

**Dilution.** The Seller has the right, and expects, to issue additional Shares without Shareholder approval. The Seller is authorized to issue up to 5,000,000,000 shares of common stock, of which approximately 1,222,050,000 Shares are issued and outstanding as of the date of this Offering Package. In addition to the Seller's Board of Directors having authority, without action or vote of its shareholders, to issue all or part of the authorized but unissued Shares, the Board of Directors has the power to increase the Seller's authorized shares above 5,000,000,000 which could lead to additional share issuances leading to significant dilution.



**We have incurred net losses since inception. We may continue to incur losses and may not achieve or maintain profitability in the near term. Intec's current revenue is approximately \$100,000 per month. With the installation of additional equipment at our factory, Intec expects to achieve its revenue goals of \$100 million in annual sales.**

Despite the fact that we have recently begun producing and shipping customer orders and anticipate these monthly orders to increase over the next few months and years, we have incurred net losses since our inception in 2019. The net losses have been a result of Intec being a Research and Development company. We have financed our operations primarily through sales of common stock and incurrence of debt and have devoted substantial efforts to research and development, as well as building our team. Although we believe that our business plan has significant profit potential, we may not attain profitable operations and management may not succeed in realizing our business objectives. If we are not able to develop our business as anticipated, we may not be able to generate revenues or achieve profitability. We cannot guarantee that we will ever be successful in generating revenue in the future. If we are unable to generate revenues, we will not be able to earn profits or continue operations.

**We may not be able to execute our business plan or stay in business without additional funding.**

Despite the fact that we have recently begun producing and shipping customer orders, our ability to successfully commercialize our business and generate future revenues depends on whether we can obtain the necessary financing to implement our business plan, on acceptable terms. We will require additional financing through a combination of the issuance of debt, equity, and/or joint

ventures and/or government incentive programs to establish profitable operations, and such financing may not be forthcoming. We are pursuing financial incentives and financing for our proposed projects with several countries through multiple programs that involve various branches of government. If we are unable to attract government incentives and financing to our projects or investors to invest in our business, we may not be able to acquire additional financing through debt or equity markets. Our failure to secure additional financing on favorable terms when it becomes required would have an adverse effect on our ability to execute our business plan or remain in business.

### **Disclosure Regarding Intec's Founder, Edward Showalter**

Mr. Showalter is a brilliant scientist and businessman, having created technology that solves the planet's plastic pollution problem. Nevertheless, in 2006 Mr. Showalter was a party to a real estate case United States v. Edward Showalter, United States District Court of Central District of California, action 06-cr-00129 (2006) for one count of wire fraud of \$15,200.

Federal Law recognizes that after 10 years a defendant has a technical "clean slate", and so called "Bad Acts" of officers and directors are not required to be disclosed under SEC Regulation SK. However, Mr. Showalter wishes to be completely transparent to his investors regarding the above action. Mr. Showalter entered a plea agreement against his will and per the incorrect advice of Mr. Showalter's counsel. For instance, Mr. Showalter's plea states twice that Mr. Showalter was indicted; however, Mr. Showalter was and has never been indicted of any crime. Mr. Showalter appealed his conviction and prevailed on his appeal to the Ninth Circuit Court of Appeals which vacated his sentence. On appeal remand, the international law firm Jones Day represented Mr. Showalter pro bono and proved that Mr. Showalter did not cause any loss to his investors.

Mr. Showalter received a letter of accommodation by the U.S. Department of Justice for his teaching educational classes while at camp, and Mr. Showalter is the only person in United States' history to ever receive multiple U.S. Patents while at a Federal Prison Camp.

Intec's Board of Directors, attorneys, suppliers, and team members fully support Mr. Showalter's exceptional ability to develop amazing technology. Mr. Showalter has clearly demonstrated that he deserves this second chance and has exclusively licensed his technology to Intec Bioplastics, Inc.

**If we are unable to successfully scale our manufacturing processes, we may not meet customer demand.**

Despite the fact that we are currently installing new equipment at our facility in Los Angeles in an effort to keep up with our customer orders, to be successful, we will have to scale our manufacturing processes while maintaining high product quality and reliability. If we cannot maintain high product quality at a large scale, our business will be adversely affected. We may encounter difficulties in scaling up production, including problems with the supply of key components. However, we have successfully developed a solid supply chain that will be able to support our growth, global supply chain issues could disrupt our business. In order to fully implement our business plan, we will need to scale the operations to a larger industrial commercial facility, develop strategic partnerships or find other means to produce greater volumes of finished product. The Los Angeles ESSF Plant would assist in Intec's growth and customer product delivery.

**We are vulnerable to fluctuations in the supply and price of raw materials.**

Despite the fact that we believe that we have long term supply commitments from suppliers with whom we have had relationships with since 2019, we purchase raw materials and packaging supplies from several sources. While all such materials are available from independent suppliers, raw materials are subject to fluctuations in price and availability attributable to several factors, including general economic conditions, commodity price fluctuations, the demand by other industries for the same raw materials and the availability of complementary and substitute materials. The profitability of our business also depends on the availability and proximity of these raw materials to our factories. The choice of raw materials to be used at our facility is determined primarily by the price and availability, yield loss of lower quality raw materials, and the capabilities of the producer's production facility. Additionally, the cost of transportation could favor suppliers located in close proximity to our factories. If the quality of these raw materials is lower, the quality of our product may suffer. Economic and financial factors could impact our suppliers, thereby causing supply shortages. Increases in raw material costs could have a material adverse effect on our business, financial condition or results of operations. Our feedstock supply strategy, including any hedging procedures, may be insufficient, and our results could be materially impacted if costs of materials increase. The quality of the products that we purchase for our food service business are Title 21 FDA Food Contact Compliant. Our manufacturing facility is food safety certified.

**Our failure to protect our intellectual property and proprietary technology may significantly impair our competitive advantage.**

Our success and ability to compete depend in large part upon protecting our proprietary technology. We intend to use a combination of patent, trademark and trade secret protection, confidentiality, nondisclosure and non-use agreements to protect our proprietary rights. The steps we have taken may not be sufficient to prevent the misappropriation of our intellectual property, particularly in

foreign countries where the laws may not protect our proprietary rights as fully as in the United States. The patent and trademark law and trade secret protection may not be adequate to deter third party infringement or misappropriation of our patents, trademarks and similar proprietary rights. However, we have three law firms that we can rely on to protect and prosecute companies that may infringe on our I.P.

**We rely in part on trade secrets to protect our technology, and our failure to obtain or maintain trade secret protection could harm our business.**

We rely on trade secrets to protect some of our technology and proprietary information, especially where we believe patent protection is not appropriate or obtainable. However, trade secrets are difficult to protect. Litigating a claim that a third party had illegally obtained and used our trade secrets would be expensive and time-consuming, and the outcome would be unpredictable.

**We are subject to various federal, state and local laws and regulations and failure to secure and maintain permits could result in costs that have a material adverse effect on our business, results of operations and financial condition.**

Many federal, state and local regulations govern plants and facilities and licenses to be held by individuals. We are in the process of obtaining all necessary permits and approvals for the operation of our business; however, any of these permits or approvals may be subject to denial, revocation or modification under various circumstances. The requirements for such permits vary depending on the location where our regulated activities are operated. As these are governmental permitting processes, there is a degree of uncertainty as to whether a permit will be granted, the

time it will take for a permit to be issued, the duration of the permit and the conditions that may be imposed in connection with the granting of the permit.

We believe that we have all licenses required to conduct our operations and are in material compliance with applicable regulatory requirements. Failure to comply with applicable regulations could result in substantial fines or revocation of our permits and licenses or an inability to perform work, which could adversely affect our business.

**If we are unable to create and maintain sales, marketing and distribution capabilities or enter into agreements with third parties to perform those functions, we will not be able to commercialize our product candidates.**

Despite the fact that Intec has letters of intent from customers requesting products made in the USA and have a seasoned and expanding sales team, our sales, marketing, and distribution capabilities are limited relative to our ambitions. To fully commercialize our products, we may need to collaborate with third parties to perform some or all of these functions. We will either need to share the value generated from the sale of any products and/or pay a fee to the contract sales organization. If we establish any such relationships, we will be dependent upon the capabilities of our collaborators or contract service providers to effectively market, sell, and distribute our product. If they are ineffective at selling and distributing our product, or if they choose to emphasize other products over ours, we may not achieve the level of product sales revenues that we would like.

### **Risks Related to Product Liability Claims**

**We may be sued for product liability, which could adversely affect our business.**

Despite the fact that our factory has a food safety certificate and we attempt to inspect every unit produced prior to shipping to our customers, because our business strategy involves the development and sale by either us or our collaborators of commercial products, we may be sued for product liability. We may be held liable if any product we develop and commercialize, or any product our collaborators commercialize that incorporates any of our technology, causes injury or is found otherwise unsuitable during product testing, manufacturing, marketing, sale or consumer use.

**Risks relating to our Environmental Sustainable Solutions Facilities (ESSF)**

**Our ESSF operations must comply with extensive existing regulations, and changes in regulations and/or enforcement of regulations can restrict or alter our operations, increase our operating costs, increase our tax rate, or require us to make additional capital expenditures.**

Federal, state, and local government is anticipated to have a substantial impact on our ESSF operations. There are complex laws, rules, orders, and interpretations that govern environmental protection, health, safety, land use, zoning, transportation and related matters that can impact, and increase the costs of, our ESSF business. Among other things, governmental regulations and enforcement actions restrict our operations at times and may adversely affect our financial condition, results of operations and cash flows by imposing conditions such as limitations on siting and constructing new ESSF facilities or on expanding existing ESSF facilities, limitations, regulations or levies on collection and disposal prices, rates and volumes, and/or limitations, bans,

taxes or charges on disposal of certain categories of waste. Our ESSF facilities could also be affected by environmental regulatory changes; new information about waste types previously collected, such as Polyfluoroalkyl (PFAS) or other contaminants and other reasons.

Additionally, regulations establishing extended producer responsibility (“EPR”) are being considered or implemented in many places around the world, including in the U.S. and Canada. EPR regulations are designed to place either partial or total responsibility on producers to fund the post-use life cycle of the products they create. Along with the funding responsibility, producers may be required to undertake additional responsibilities, such as taking over management of local recycling programs by taking back their products from end users or managing the collection operations and recycling processing infrastructure. There is no federal law establishing EPR in the U.S. or Canada; however, federal, state, provincial and local governments could, and in several cases have, taken steps to implement EPR regulations for packaging, including traditional recyclables such as cardboard, bottles and cans. If wide-ranging EPR regulations were adopted, they could significantly impact the waste and recycling streams we manage and how we operate our business, including contract terms and pricing. A significant reduction in the waste, recycling and other streams we manage could have a material adverse effect on our financial condition, results of operations and cash flows.

**Our business is subject to operational and safety risks, including the risk of personal injury to employees and others.**

Providing environmental and waste management services, including constructing and operating ESSFs or other facilities, involves risks such as truck accidents, equipment defects, malfunctions and failures, and improper use of dangerous equipment. Additionally, there is a risk of waste mass



instability, releases of hazardous materials, and odors despite enclosure of the ESSF. Risks of operation of the ESSFs could potentially result in injury or death of employees and others, a need to shut down or reduce operation of facilities, increased operating expense and exposure to liability for pollution and other environmental damage, and property damage or destruction.

While we intend to seek to minimize our exposure to such risks through comprehensive training, compliance and response and recovery programs, as well as vehicle and equipment maintenance programs, if we were to incur substantial liabilities more than any applicable insurance, our business, results of operations and financial condition could be adversely affected. A major operational failure, even if suffered by a competitor, may bring enhanced scrutiny and regulation of our industry, with a corresponding increase in operating expense.

### **Other Risks Relating to our Business**

**Many potential competitors, including those who have greater resources and experience than we do, may develop products or technologies that make ours obsolete or noncompetitive.**

There is significant competition to penetrate the plastic markets we are targeting now. Historically and currently, there are a number of companies that are actively developing similar technologies. We face a significant risk that any such competitor will enter the market with a substantially similar or improved product. Our future success will depend on our ability to maintain a competitive position with respect to technological advances. Technological developments by others may result in our technologies becoming obsolete.

We are subject to significant competition from chemical companies, waste management companies, academic and research institutions, and government or other publicly funded agencies that are

pursuing or may pursue the development of products and technologies that are substantially similar to our proposed products and technologies, or that otherwise address the potential products we are pursuing. Most of our current and potential competitors have substantially greater research and development capabilities and financial, scientific, regulatory, manufacturing, marketing, sales, human resources, and experience than we do.

Many of our potential competitors have several products that have already been developed, approved and successfully commercialized. Many of these companies have substantially greater capital resources, research and development resources and experience, manufacturing capabilities, regulatory expertise, sales and marketing resources, established relationships with consumer products companies and production facilities.

Universities and public and private research institutions are also potential competitors. While these organizations primarily have educational objectives, they may develop proprietary technologies related to plastics that we may need for the development of our technologies and products. We may attempt to license these proprietary technologies, but these licenses may not be available on acceptable terms, if at all. Our competitors, either alone or with their collaborative partners, may succeed in developing technologies or products that are more effective, safer, more affordable or more easily commercialized than ours, and our competitors may obtain intellectual property protection or commercialize products sooner than we do.

**OFFERING SUMMARY**

Securities Offered.....	Restricted Shares of Common Stock
Number of Shares Being Offered.....	10,000,000 Shares
Price Per Share.....	\$1.00 per share
Bonus Shares.....	Will be issued to the first 400 investors of this offering at a 25% bonus on their investment.  Example: Investment \$100,000 - investor would receive 100,000 shares plus an additional 25,000 shares for a total of 125,000 shares, if they are one of the first 400 investors.
Minimum Subscription per Investor.	\$25,000 (25,000 Shares) provided that we may, at our sole discretion, accept subscriptions for fewer Shares.
Capitalization of Intec Bioplastics..	Our authorized capital consists of 5,000,000,000 Shares of Common Stock and no shares of Preferred Stock. As of the date of Offering Package, there are 1,222,050,000 Shares of Common Stock and no Shares of Preferred Stock issued and outstanding.

Use of Proceeds ..... The cash raised in this offering will be used in connection with business operations and may be used in the sole discretion of the management. Standing the foregoing comma the management intends to use the proceeds of this offering if fully funded as follows:

Production Equipment	\$ 1,000,000
Thermoform High Speed Cup Line	\$ 2,000,000
Five Injection Molding lines	\$ 400,000
Two Blow Mold Lines	\$ 200,000
Five Extrusion Compounding Lines	\$ 500,000
One Thermoform Sheet Line	\$ 500,000
IP, Patents, Trademark	\$ 390,000
Legal	\$ 175,000
Reg. D Cost and Marketing	\$ 500,000
Materials	\$ 500,000
Equipment Installation; Engineering	\$ 375,000
Molds	\$ 200,000
General & Administrative	\$ 3,335,000
TOTAL	\$10,000,000

Plan of Distribution ..... The Shares are being sold directly by Intec solely to accredited investors.

Stock Purchase Agreement ..... Investment may only be accepted pursuant to an executed Subscription Agreement that, among other matters, contains certain Seller and Investor representations and warranties.

Subscription..... All checks should be made payable to “Intec Bioplastics, Inc.”

Investor Qualifications ..... Stock Purchase and is open only to accredited investors.

Restricted Transferability ..... The Common Stock being sold by Intec in the accompanying Subscription Agreement has not been registered under federal law or registered or qualified under applicable state securities laws, and are being offered in reliance upon the exemption from registration specified in the Securities Act of 1933, as amended. Therefore, the transferability of the Common Stock will be restricted.

**ITEM III**  
**Purchaser Questionnaire and Statement**

**PURCHASER QUESTIONNAIRE AND STATEMENT**

INTEC BIOPLASTICS, INC.  
(a Wyoming corporation)

**Questionnaire**

Unless you are an existing Shareholder in the above-captioned Company and have previously completed this form of questionnaire, before any sale of securities can be made to you, this Purchaser Questionnaire and Statement (the "Questionnaire") must be completed and returned (with one original) to us, care of Edward Showalter, Founder/CEO, 2118 Wilshire Blvd #1175, Santa Monica, CA 90403, Telephone: ( ) \_\_\_-\_\_\_\_. The purpose of this Questionnaire is to determine whether you are an "accredited investor," as defined in Rule 501 of Regulation D promulgated by the Securities and Exchange Commission under The Securities Act of 1933, as amended (the "Act").

1. Name: \_\_\_\_\_

2. Address:

a. Home: \_\_\_\_\_

\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

b. Business: \_\_\_\_\_

\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

3. Social Security No. or Taxpayer ID No.: \_\_\_\_\_

4. Occupation: \_\_\_\_\_

5. Age: \_\_\_\_\_

6. The following information is required to ascertain whether you would be deemed an "accredited investor" as defined in Rule 501 of Regulation D under the Act. Please check whether you are any of the following:

1. A bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance

company as defined in Section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

Yes\_\_\_\_\_ No\_\_\_\_\_

2. A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

Yes\_\_\_\_\_ No\_\_\_\_\_

3. An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Shares offered, with total assets in excess of \$5,000,000;

Yes\_\_\_\_\_ No\_\_\_\_\_

4. A director or executive officer of Intec;

Yes\_\_\_\_\_ No\_\_\_\_\_

5. A natural person whose individual net worth, or joint net worth with your spouse, at the time of your purchase exceeds \$1,000,000 (Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, for the purposes of this category, the value/equity of your primary residence is excluded from your individual net worth calculation);

Yes\_\_\_\_\_ No\_\_\_\_\_

6. A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with your spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

Yes\_\_\_\_\_ No\_\_\_\_\_

- 7. A natural person with professional certifications, designations or credential or other credential issued by accredited educational institutions, which the SEC may designate from time to time by order. The SEC has designated those holders in good standing of the Series 7, Series 65, and Series 82.

Yes\_\_\_\_\_ No\_\_\_\_\_

- 8. A natural person who is a “knowledgeable employee” of the fund.

Yes\_\_\_\_\_ No\_\_\_\_\_

- 9. A trust, with total assets in excess of \$5,000,000 not formed for the specific purpose of acquiring the Shares offered, whose purchase is directed by a sophisticated person (i.e., directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment); or

Yes\_\_\_\_\_ No\_\_\_\_\_

- 10. An entity in which all of the equity owners are accredited investors.

Yes\_\_\_\_\_ No\_\_\_\_\_

11. Investment, business, and educational experience:

a. Educational background:\_\_\_\_\_

b. Principal employment positions held during last five years:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Frequency of prior investments (check one in each column):

Stocks & Bonds

Venture Capital Investments



Frequently \_\_\_\_\_

Occasionally \_\_\_\_\_

Never \_\_\_\_\_

12. If you do not require the assistance or advice of a Purchaser Representative, please indicate below whether you believe you have sufficient knowledge and experience in financial and business matters generally to be capable of evaluating the merits and risks of this investment and, if so, please sign the Purchaser Statement below:

Yes\_\_\_\_\_ No\_\_\_\_\_

Remitting Bank or Financial Institution

If you are wiring funds, please identify the bank or other financial institution (the “Wiring Institution”) from which the Subscriber’s funds will be wired. Please note that any amounts paid to the Subscriber will be paid to the same account from which its subscription funds were originally remitted, unless the Company agrees otherwise.	
1. Name of Wiring Institution:	
Address:	
Account Representative:	
Telephone:	
2. Is the Subscriber a customer of the Wiring Institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	

**If you responded “No,” please contact the Company for additional information that may be required.**

Bank or Financial Institution for Distributions and Withdrawals

1. Name of Wiring Institution:	
2. SWIFT or ABA#:	
3. Name on Subscriber’s Acct:	
4. Subscriber’s Account #:	
5. Further credit instructions:	

6. Address:	
Account Representative:	
Telephone:	
2. Is the Subscriber a customer of the Wiring Institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Wiring Instructions of Record:

Please note that royalty, redemption and/or dividend payments, in accordance with both the current Anti-Money Laundering regulatory environment and industry best practice, will be paid only to the bank account used for the subscription payment which should be noted below and certified as the bank account of record for the Investor. The titling of the bank account must match the titling of this subscription. If not, the Registrar and Transfer Agent and the Company must be notified now regarding the discrepancy and its reason. The Registrar and Transfer Agent and/or the Company may reject any subscription at any time where payment is sourced from a different bank account than the bank account of record or a bank account with different titling than the subscription, regardless of whether such payment was received in advance or accordance with the payment deadline requirements.

Purchaser Statement

I represent that the foregoing information is true and correct, and that I will notify we immediately if any material change in any of such information, which occurs prior to the closing of the purchase of our securities by me. I agree to furnish to us additional information requested by it in connection with its determination of whether an offer and sale of Intec securities may be made to me.

In connection with the proposed purchase of securities, the undersigned represents that he has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of this proposed investment.

The undersigned has considered that he might have to hold the proposed investment for an indefinite period of time, and might have to bear a complete economic loss. The undersigned represents that the information contained in the Purchaser Questionnaire and Statement, which has been completed by the undersigned and delivered to us, is true and correct.

The purchase of the Shares of Intec by the undersigned will be solely for the account of the undersigned and not for the account of any other person and will not be made with a view to any resale or distribution thereof.

The undersigned recognizes that the proposed investment is being offered in a manner that is intended to comply with the requirements of Regulation D under The Securities Act of 1933, as amended, and that any acceptance of the undersigned's Subscription Agreement by

Intec will have been induced by the reliance of Intec on the correctness of the representations contained therein and herein.

**The undersigned acknowledges his, her or its understanding of the Risk Factors set forth in Item II “Description of Intec Bioplastics, Risk Factors and Offering Summary” incorporated by reference herein.**

EXECUTION BY AN INDIVIDUAL  
(Not applicable to entities)

I represent that the foregoing information is true and correct.

Dated: [date], 2024

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(Name of Investor - Please Print)

---

(Signature)

---

(Name of co-Investor - Please Print)

---

(Signature of Co-Investor)

EXECUTION BY AN ENTITY  
(Not applicable to individuals)

I represent that the foregoing information is true and correct.

Dated: [date], 2024

\_\_\_\_\_  
(Print Name of Company/Partnership)

By: \_\_\_\_\_  
(Signature of authorized corporate officer/partner)

\_\_\_\_\_  
(Print Name and Capacity)

**ITEM IV.**  
**Form of Subscription Agreement**

## SUBSCRIPTION AGREEMENT

**THIS SUBSCRIPTION AGREEMENT** (this “Agreement”), dated as of [date], 2024, by and between **Intec Bioplastics, Inc.**, a Wyoming corporation (the “Company”), and the subscriber listed on the signature page hereof (the “Subscriber”).

**WHEREAS**, we and Subscriber are executing and delivering this Agreement in reliance upon an exemption from securities registration afforded by the provisions of Section 4(a)(2) and/or Regulation D (“Regulation D”) promulgated by the United States Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”); and

**WHEREAS**, the parties hereto desire that, upon the terms and subject to the conditions contained herein, on the Closing Date we shall issue and sell to Subscriber, and Subscriber shall purchase, the number of shares of common stock, no par value per share (the “Shares”) of Intec set forth on the signature page hereof, at the aggregate purchase price set forth on the signature page hereof, which shall be a price of **\$1.00 per Share** (the “Purchase Price”).

**NOW, THEREFORE**, in consideration of the mutual covenants and other agreements contained in this Agreement, we and Subscriber hereby agree as follows:

1. Purchase and Sale. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing Date we hereby agree to sell, assign, transfer and deliver to Subscriber, and Subscriber hereby agrees to purchase and accept delivery from we, the Shares free of all liens, pledges, mortgages, security interests, charges, restrictions, adverse claims or other encumbrances of any kind or nature whatsoever (“Encumbrances”), for the Purchase Price.

2. Subscriber Representations and Warranties. Subscriber hereby represents and warrants to and agrees that:

(a) Standing of Subscriber. Subscriber has the legal capacity and power to enter into this Agreement.

(b) Authorization and Power. Subscriber has the requisite power and authority to enter into and perform this Agreement and to pay the Purchase Price and accept the Shares, (the “Securities”). The execution, delivery and performance of this Agreement by the Subscriber, and the consummation by the Subscriber of the transactions contemplated hereby, have been duly authorized by all necessary action, and no further consent or authorization of Subscriber is required. This Agreement has been duly authorized, executed and delivered by the Subscriber and constitutes, or shall constitute, when executed and delivered, a valid and binding obligation of the Subscriber, enforceable against Subscriber in accordance with the terms hereof.

(c) Information on Subscriber. Subscriber is, and reasonably believes he will be at the Closing Date, an “accredited investor,” as such term is defined in Regulation D promulgated by the Commission under the 1933 Act, is experienced in investments and business matters, has made investments of a speculative nature and has purchased securities of United States

publicly-owned companies in private placements in the past and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable the Subscriber to utilize the information made available by Intec to evaluate the merits and risks of, and to make an informed investment decision with respect to, the proposed purchase, which the Subscriber hereby agrees represents a speculative investment. The Subscriber has the authority and is duly and legally qualified to purchase and own the Shares. The Subscriber is able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

(d) Purchase of Securities. The Subscriber will purchase the Shares for its own account for investment and not with a view toward, or for resale in connection with, the public sale or any distribution thereof in violation of the Securities Act or any applicable state securities law, and has no direct or indirect arrangement or understandings with any other person or entity to distribute or regarding the distribution of such Shares;

(e) Compliance with Securities Act. The Subscriber understands and agrees that the Shares have not been registered under the 1933 Act or any applicable state securities laws by reason of their issuance in a transaction that does not require registration under the 1933 Act (based in part on the accuracy of the representations and warranties of Subscriber contained herein), and that such Securities must be held indefinitely unless a subsequent disposition is registered under the 1933 Act or any applicable state securities laws or is exempt from such registration.

(f) Share Legend. The Shares shall bear the following or similar legend:

**“THE ISSUANCE AND SALE OF THE SHARES REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR APPLICABLE STATE SECURITIES LAWS. THE SHARES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SHARES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER AND REASONABLY APPROVED BY THE COMPANY), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SHARES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SHARES.”**

(g) Communication of Offer. Subscriber has a preexisting personal or business relationship with Intec or one or more of its directors, officers, brokers, advisors or control persons, and the offer to issue the Shares was directly communicated to Subscriber by Intec. At no time was Subscriber presented with or solicited by any leaflet, newspaper or magazine article, radio or television advertisement, or any other form of general advertising or solicited or invited to attend a promotional meeting otherwise than in connection and concurrently with such communicated offer;



(h) No Governmental Endorsement. Subscriber understands that no United States federal or state agency or any other governmental or state agency has passed on or made recommendations or endorsement of the Shares, or the suitability of the investment in the Shares, nor have such authorities passed upon or endorsed the merits of the offering of the Shares;

(i) Receipt of Information. Subscriber believes it has received all the information it considers necessary or appropriate for deciding whether to invest in Intec and to accept the Shares. Subscriber further represents that through its representatives it has had an opportunity to ask questions and receive answers from we regarding the terms and conditions of the offering of the Shares and the business, properties and financial condition of Intec and to obtain additional information (to the extent we possessed such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information furnished to it or to which it had access; and

(j) Acknowledgement of Risk Factors. Subscriber understands that an investment in the Shares is an extremely high risk investment. An investment in the Shares will subject an investor to the following and to other significant risk factors. The risk factors set out in Item II “Description of Intec Bioplastics, Risk Factors and Offering Summary” of this Offering Package (“Risk Factors”), among other things, describe the risks to investing in the plastic and waste management industry in general and specific risks relating to investing in Intec. The Risk Factors have been reviewed by the Subscriber and are incorporated by reference herein. A sample of these risk factors include but are not limited to:

- (i) Intec has generated limited revenues since our inception and there can be no assurance that we be able to generate and sustain significant revenues or operate profitably in the future.
- (ii) Significant additional capital will be necessary to fund our full development of our business and there can be no assurance that capital will be available.
- (iii) Even if all Shares offered are sold, it will only fund our operations for a period of time, if we do not raise additional funds, our operations may be terminated potentially resulting in a total loss of your investment.
- (iv) Intec’s management will have broad discretion in using the net proceeds of this Offering and you may have no opportunity to approve the use of proceeds of this Offering.
- (v) There are restrictions on transfer of the Shares which significantly restrict your ability to sell these securities.
- (vi) This is a private offering, which means you do not have the benefit afforded by a review of the offering or this Offering Package by securities regulators.
- (vii) There is no market for Intec’s common stock and there can be no assurance that a market will develop in the future.
- (viii) An investment in the Shares may result in a total loss to subscribers and no person should invest in Intec unless they can afford the total loss of their investment.
- (ix) The \$2.00 Share price may not reflect the value of the Shares.
- (x) There is a substantial likelihood of dilution of Shares purchased herein if and when Intec funds its business through the sale of additional shares of its common stock.

3. Company Representations and Warranties. Intec represents and warrants to Subscriber that:

(a) Due Incorporation. Intec is a corporation duly organized and in good standing under the laws of Wyoming, and is duly organized, validly existing and in good standing;

(b) Authority; Enforceability. This Agreement has been duly authorized, executed and delivered by Intec and are the valid and binding agreements of Intec, enforceable in accordance with their terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally, or principles of equity. We have full power and authority necessary to enter into and deliver this Agreement and to perform its obligations thereunder;

(c) Company Capitalization and Voting Rights. The authorized capital stock of Intec consists of 5,000,000,000 shares of common stock, no par value and no shares of Preferred Stock. As of the date hereof approximately 497,255,000 shares of our common stock issued. No shares of preferred stock have been authorized and no shares of preferred stock are currently outstanding. All outstanding shares of the capital stock of Intec are, and all such shares that may be issued prior to the date hereof will be when issued, duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of Wyoming law, our Articles of Incorporation, our Bylaws or any Contract to which we is a party or otherwise bound.

(d) Consents. No consent, approval, authorization or order of any court, governmental agency or body having jurisdiction over Intec or of any other person is required for the execution by Intec of this Agreement and compliance and performance by Intec of its obligations hereunder and thereunder, including, without limitation, the issuance of the Shares;

(e) No Violation or Conflict. Neither the issuance of the Shares or nor the performance of our obligations herein will violate, conflict with, result in a breach of, or constitute a default (or an event which with the giving of notice or the lapse of time or both would be reasonably likely to constitute a default) under (a) the Articles of Incorporation or Bylaws of Intec or (b) any decree, judgment, order or determination applicable to us of any court, governmental agency or body having jurisdiction over we or over the properties or assets of Intec.

(f) No General Solicitation. Neither we, nor any of its affiliates, nor any person or entity acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with the offer or sale of the Shares;

4. Placement Agent Fees/Expenses. Intec may retain one or more placement agents (who are appropriately FINRA registered) to act as its managing placement agent in connection with the sale of the Shares. Intec has reserved and may pay a cash commission of up

to 10% of the amount raised, and blue-sky related costs. Intec may also be required to pay any legal fees (of its own as well as placement agent counsel), escrow and disbursement costs, printing, consulting or due diligence fees of a placement agent in connection with any financing.

5. Covenants Regarding Indemnification. Each party hereto agrees to indemnify, hold harmless, reimburse and defend the other party and the other party's officers, directors, agents, counsel, affiliates, members, managers, control persons, and principal shareholders, as applicable, against any claim, cost, expense, liability, obligation, loss or damage (including reasonable legal fees) of any nature, incurred by or imposed upon the indemnified party or any such person which results, arises out of or is based upon (i) any breach of any representation or warranty by the indemnifying party in this Agreement or (ii) any breach or default in performance by the indemnifying party of any covenant or undertaking to be performed by the indemnifying party.

6. Miscellaneous.

(a) Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery or facsimile, addressed as set forth in the preamble paragraph hereto or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery at the address designated in the preamble paragraph hereto (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties hereto. Neither we nor Subscriber has relied on any representations not contained or referred to in this Agreement and the documents delivered herewith.

(c) Counterparts/Execution. This Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed by facsimile transmission, PDF, electronic signature or other similar electronic means with the same force and effect as if such signature page were an original thereof.

(d) Law Governing this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming without regard to principles of conflicts of laws. Any action brought by either party hereto against the other concerning the

transactions contemplated by this Agreement shall be exclusively brought in the state or federal courts located in the County of Los Angeles, State of California. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum *non-conveniens*.

**EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(e) Severability. In the event that any provision of this Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

(f) Counsel; Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement or the other documents contained in the overlying Offering Package. The parties understand and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement or the other documents contained in the Offering Package. The language in this Agreement and the other documents contained in the Offering Package shall be interpreted as to its fair meaning and not strictly for or against any party.

(g) Captions. The captions of the various sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement (and Royalty Agreement – See Item V) as of the day and year set forth above.

(a) \_\_\_\_\_  
Signature of Investor

\_\_\_\_\_  
Signature of Co-Investor

\_\_\_\_\_  
Printed Name of Investor

\_\_\_\_\_  
Printed Name of Co-Investor

\_\_\_\_\_  
Address of Investor

\_\_\_\_\_  
Address of Co-Investor

\_\_\_\_\_  
Social Security Number of Investor

\_\_\_\_\_  
Social Security Number of Co-Investor

(b) If Entity Investor:

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

Name:

Title: \_\_\_\_\_

\_\_\_\_\_  
Address of Investor

\_\_\_\_\_  
Taxpayer Identification Number of Investor

(c) \_\_\_\_\_  
Shares of Common Stock (#)

\$ \_\_\_\_\_  
Amount of Investment

Subscription Accepted:

INTEC BIOPLASTICS, INC.

By: \_\_\_\_\_  
Edward Showalter, Founder/CEO

**ITEM V.**  
**Royalty Agreement**

## ROYALTY AGREEMENT

This **ROYALTY AGREEMENT** (“Agreement”), is entered into as of [date], 2024 (“Effective Date”), between Intec Bioplastics, Inc. a Wyoming corporation (“Intec”), and \_\_\_\_\_ (“Subscriber”). Intec Bioplastics, Inc. and Subscriber may be referred to herein collectively as the “Parties” or individually as a “Party”.

### AGREEMENT

1. Stock Subscription Agreement. Concurrent with the execution of this Agreement, Subscriber has entered into a Subscription Agreement where Subscriber agreed to purchase \_\_\_\_\_ Shares of Intec Common Stock for an aggregate purchase price of \$ \_\_\_\_\_ (“Purchase Price”).
2. Intec Sales: Intec is attempting to commence manufacture and sale of its products (“Intec Products”), but requires additional financing. Sales of Intec Products are anticipated to start as early as 2024. The Company intends to pay royalties on the gross sales from Intec Products (“Intec Gross Sales”).
3. Royalty Payment. Subject to the terms and conditions of this Agreement, Intec shall pay Subscriber *pro rata* a royalty (“Royalty”) from a pool of 2% of Intec Gross Sales. As used in this Agreement, “Intec” or “Intec Products” means all Intec Sales revenue (collectively, “Royalty Bearing Product”.) The Subscriber’s *pro rata* share of the 2% Gross Revenue Royalty pool shall be calculated from Subscriber’s portion of the total investor participation in the \$10 million-dollar private placement dated March 12, 2024.
4. Royalty Cap. In no event shall the aggregate Royalty paid by Intec to any individual Subscriber exceed **5x** of the Subscriber’s Purchase Price set out in Subscriber’s Subscription Agreement entered into contemporaneously with this Agreement (“Royalty Cap”). For example, where Subscriber’s Purchase Price for Intec Shares is \$100,000 USD, the maximum, total Royalty return to that individual Subscriber would be \$500,000.
5. Sale of Intec Bioplastics, Inc. If Intec Bioplastics, Inc. is sold, and Subscriber has not been paid his Royalty Cap at the time of the sale, the Royalty Cap balance will be paid out of the sale proceeds. However, notwithstanding anything to the contrary herein, in the event of a sale within two (2) years of this Agreement, the Royalty Cap shall be reduced to 1x from 5x. In the event that Royalty payments prior to the date of such a sale of Intec has exceeded 1x, such overpayments shall [not] be returned to Intec by the Subscriber or withheld from any proceeds allocated to the Subscriber.

6. No Other Payments; Taxes. All of Intec's B-to-B and B-to-C sales, including online Intec product sales (e.g., Amazon) will be included in Intec Gross Sales and the royalty pool. The Subscriber shall not be entitled to any royalty or other payment in connection with any product or service that is not a Royalty Bearing Product. Subscriber shall be responsible to pay all their own taxes, including all federal, state, and local income or other taxes stemming in any way from the Royalty, this Agreement, and/or the Subscription.

7. Timing of Royalty. Intec shall pay the Royalty on a Quarterly basis within fifteen (15) days after the close of the previous calendar month for all Intec products sold by Intec the previous calendar quarter. Returns to Intec or credits given by Intec on Intec products shall be deducted from any Royalty payments to Subscriber. From time to time, upon Subscriber's request, Intec shall provide Subscriber with a statement reflecting Intec Royalty Bearing Products sold, and the resulting Royalty to be paid during the relevant period, and such other information, calculations, documents, or data as Subscriber may reasonably request.

8. Verification of Royalty. Intec shall keep complete and accurate books and records setting forth details reasonably evidencing and necessary to calculate the Royalty payment hereunder. Intec shall permit Subscriber to examine such books and records (i) at any reasonable time provided that such examinations may be made no more than once each twelve (12) calendar month period, (ii) only Intec's standard business hours, and (iii) on at least (5) business days prior to written notice to Intec.

9. Acknowledgement of Other Royalty Pools. Subscriber acknowledges that Intec has previously entered into other royalty agreements and created other revenue pools, and that Intec may in the future entered into other royalty agreements and create additional royalty pools. Subscriber further acknowledges that such other royalty agreements and royalty pools are and/or may entitle other parties to share in larger portions of Intec's revenues and/or that such royalty agreements may entitle the participants to royalty caps that greatly exceed the 5x cap to which Subscriber is subject.

10. Confidentiality. Subscriber and Intec shall keep this Agreement, the terms hereof, and any statements, documents, books, and records disclosed to Subscriber hereunder ("Confidential Information") on a confidential basis and use all commercially reasonable efforts to protect such Confidential Information from disclosure. Following Intec's satisfaction of the obligations arising hereunder, Subscriber shall destroy all Confidential Information in Subscriber's possession or control.

11. Entire Agreement; Amendments. This Agreement sets forth the entire understanding and agreement between the Parties regarding all royalty obligations between the Parties and supersedes and terminates all prior agreements and understandings between the



Parties regarding such subject. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding unless reduced to writing and signed by the respective Party. This agreement may be executed in counterparts, each of which will be deemed an original, and all of which together, will constitute one and the same instrument. A digital copy or electronic copy (such as a .PDF file) of a signed, delivered signature page will have the same effect and validity as if the page with the original signature was delivered.

12. Construction of Agreement. Each of the Parties hereby waives the application in connection with the interpretation and construction hereof any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party whose attorney prepared the executed draft or any earlier draft hereof. In the event a court of competent jurisdiction holds any portion of this Agreement void or unenforceable, such holding shall not invalidate the remainder of this Agreement, which shall survive and continue.

13. Governing Law. This Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of the State of California in Los Angeles County without reference to conflicts of laws principles.

**IN WITNESS WHEREOF**, Intec and Subscriber have executed this Agreement as of the Effective Date in Los Angeles County, California.

**COMPANY:**  
INTEC BIOPLASTICS, INC.

(See signature above)

**SUBSCRIBER:**  
(See name and signature above)

**ITEM VI.**  
**Investment Memorandum**  
**Reg. D Series A Funding**  
**\$10 Million Raise**  
**2/29/2024**