



## **WORLD HORTING FEDERATION BRANCH AFFILIATION AGREEMENT**

**No. 015 from June 26, 2026**

**Charlotte, North Carolina, United States of America – Branch and Official Representation**

This Branch Affiliation Agreement (the "Agreement") is entered into as of **June 26, 2026** (the "Effective Date"), by and between:

**WORLD HORTING FEDERATION, INC.**, a New Jersey State corporation and an international sports federation engaged in the promotion and development of the sport of Horting worldwide, EIN No. 39-4924988, with its principal office located at:

42 Vesey St, Suite 513, Newark, New Jersey 07105-7114, USA (the "Federation");  
**AND**

**ZABANDZHALA OLEH**, an individual residing in the United States of America,  
**Branch Director and Official Representative of the World Horting Federation in Charlotte, North Carolina, United States of America**,

with the Branch office located at:

3305 Open Field Line, Apt 513, Charlotte, NC 28226, USA (the "Branch").

The World Horting Federation, Inc. (the "Federation") and the Branch may be referred to individually as a "Party" and collectively as the "Parties."

The Parties acknowledge that this Agreement constitutes a framework affiliation and recognition agreement establishing a structured relationship for the development, regulation, and promotion of the sport of Horting within a defined Territory, in accordance with the Federation's governing authority.

### **1. PURPOSE**

#### **1.1. General Purpose**

The purpose of this Agreement is to formally recognize and appoint the Branch as an officially authorized representative structure of the Federation within the Territory defined herein, and to establish the terms under which the Branch may participate in the promotion, development, organization, and support of the sport of Horting.

#### **1.2. Federation Authority and Governance Framework**

All activities conducted under this Agreement shall be carried out strictly in accordance with the Federation's statutes, technical rules, regulations, policies, ethical standards, and strategic development objectives. The Federation shall retain full authority over the governance, interpretation, and development of the sport of Horting on a national and international level.

### 1.3. Non-Commercial and Institutional Nature

The Parties expressly acknowledge that this Agreement is of an institutional and organizational nature and is not intended to create a commercial partnership, franchise, joint venture, or service-based contractual relationship. No provision of this Agreement shall be interpreted as granting ownership rights or independent governing authority to the Branch.

### 1.4. Development of the Horting

The Branch shall support the Federation in advancing the sport of Horting by assisting in the establishment of training systems, educational programs, competitions, referee and coaching development, and other activities consistent with Federation standards and international sporting practices.

### 1.5. Territorial Scope

The rights and obligations established under this Agreement shall apply exclusively within the Territory defined herein, subject to the Federation's global governance authority and regulatory framework.

## 2. APPOINTMENT AND RECOGNITION

### 2.1. Official Appointment

The Federation hereby formally recognizes, appoints, and designates the Branch as an **Official Branch Representative of the World Horting Federation** within the Territory defined herein, subject strictly to the terms and conditions of this Agreement.

Such appointment is of a limited, non-exclusive, non-transferable, and revocable nature and shall not be construed as granting the Branch any ownership rights, governance rights, or independent international authority over the Federation or the sport of Horting.

Territory: **Charlotte, North Carolina, United States of America**

### 2.2. Acceptance of Appointment

The Branch hereby expressly accepts such appointment and agrees to act exclusively within the scope of authority granted under this Agreement, and strictly in accordance with: this Agreement;

the statutes, rules, regulations, technical standards, and policies of the Federation; and any amendments, interpretations, or directives issued by the Federation from time to time.

### 2.3. Nature of Relationship

The Parties acknowledge and agree that this appointment does not create any partnership, joint venture, franchise, agency, employment, or fiduciary relationship. The Branch shall operate as an independent licensed representative entity exercising delegated sporting and organizational functions only within the Territory.

### 2.4. Limited Authority

The Branch shall not have the authority to act on behalf of, represent as, or bind the Federation in any manner beyond the express rights granted under this Agreement, including but not limited to:

entering into international agreements;

issuing binding statements on behalf of the Federation;

creating or recognizing independent national or international governing bodies; representing itself as the Federation itself or as having supra-territorial authority.

#### 2.5. Supremacy of Federation Rules

The Branch acknowledges that the Federation retains full and exclusive authority over the governance, regulation, and development of the sport of Horting internationally. In the event of any conflict between this Agreement and Federation rules, policies, or directives, the Federation rules shall prevail.

#### 2.6. Revocability of Appointment

The Federation retains the right to suspend, limit, or revoke this appointment in accordance with the termination and disciplinary provisions of this Agreement, including but not limited to breaches of Federation rules, reputational harm, or non-compliance with applicable standards.

### 3. STATUS OF THE BRANCH

#### 3.1. Independent Legal Entity

The Branch shall at all times remain an independent and separately organized legal entity under the laws of its jurisdiction. Nothing in this Agreement shall be interpreted as creating, merging, or integrating the Branch into the legal structure of the Federation.

#### 3.2. No Partnership or Corporate Relationship

Nothing in this Agreement shall be construed to create any partnership, joint venture, association, consortium, agency, franchise, fiduciary relationship, or employment relationship between the Parties. The Branch shall operate independently and shall bear sole responsibility for its own organizational, financial, operational, and administrative activities.

#### 3.3. No Authority to Bind the Federation

The Branch shall have no authority, express or implied, to bind the Federation in any manner whatsoever, including but not limited to entering into contracts, incurring obligations, making representations, issuing commitments, or assuming liabilities on behalf of the Federation, without the Federation's prior express written consent in each specific instance.

#### 3.4. Separate Legal and Financial Responsibility

The Branch shall be solely responsible for all debts, obligations, liabilities, taxes, claims, personnel matters, insurance requirements, and regulatory compliance arising from its activities. The Federation shall not be liable for any acts, omissions, debts, or obligations of the Branch under any circumstances.

#### 3.5. Limitation of Representation

The Branch may represent itself as an **“Official Branch of the World Horting Federation”** solely within the scope expressly permitted under this Agreement. Such designation shall be strictly limited to sporting and promotional purposes and shall not imply legal agency, corporate affiliation, ownership, or control.

#### 3.6. No Implied Authority

No action, conduct, communication, or historical practice between the Parties shall be interpreted as granting any implied authority to the Branch to act on behalf of the Federation beyond what is expressly stated in this Agreement.

### 3.7. Independence in Operations

The Branch shall independently manage its personnel, facilities, internal governance, budgeting, and local operations. All operational decisions shall be made solely by the Branch, subject only to compliance with Federation rules and standards, and not subject to Federation management or direction.

### 3.8. No Liability of Federation

The Federation shall not be responsible or liable for any injury, loss, damage, claim, or dispute arising from the activities of the Branch, its members, participants, employees, contractors, or affiliates.

### 3.9. Public Representation Limitation

The Branch shall not represent itself as the Federation, nor shall it imply or suggest that it is the Federation or a division thereof with independent international authority. All public representations must clearly reflect its status as a licensed Branch operating under Federation authorization.

## **4. RIGHTS OF THE BRANCH**

Subject to full compliance with this Agreement and the governing rules, policies, and directives of the Federation, the Branch is granted the following limited, non-exclusive, non-transferable rights solely within the designated Territory.

### 4.1. Official Representation Status

To represent itself as an officially recognized Branch of the World Horting Federation within the Territory, strictly in accordance with the terms of this Agreement. Such status does not constitute ownership of the Federation, nor does it grant any independent authority beyond the scope expressly defined herein.

### 4.2. Development and Promotion of Horting

To promote, develop, and expand the sport of Horting within the Territory, including educational, cultural, and sporting initiatives aligned with the Federation's mission, standards, and long-term development strategy.

### 4.3. Organization of Events and Activities

To organize and conduct, subject to prior compliance with Federation standards and requirements, Horting-related activities including but not limited to:

- tournaments and championships
- training camps and workshops
- seminars, clinics, and educational programs
- referee and coaching development courses
- youth and community engagement programs

All such activities shall be conducted in accordance with Federation technical rules, safety standards, and event authorization procedures.

### 4.4. Membership and Talent Development

To recruit, register, and develop athletes, coaches, instructors, referees, and members within the Territory, in accordance with Federation registration procedures, qualification standards, and eligibility requirements.

### 4.5. Use of Federation Intellectual Property (Licensed Use)

To use the Federation's approved trademarks, logos, names, symbols, and promotional materials strictly for authorized activities under this Agreement and in

accordance with Federation branding guidelines. Any use outside such scope shall require prior written approval of the Federation.

#### 4.6. Athlete and Official Representation

To submit athletes, coaches, referees, and delegates for participation in Federation-sanctioned national and international events, subject to selection criteria, qualification standards, and approval by the Federation.

#### 4.7. Local Sporting Operations

To establish and manage local training centers, clubs, and affiliated academies under the Federation's system, provided that all such entities operate in compliance with Federation rules and do not claim independent international status.

#### 4.8. Event Sanctioning Rights (Conditional)

To apply for Federation sanctioning of competitions and events within the Territory. No event shall be considered official or internationally recognized without prior written approval of the Federation.

#### 4.9. Educational and Certification Activities

To conduct training, grading, and certification activities for athletes, coaches, and referees in accordance with Federation standards, curriculum, and technical requirements.

#### 4.10. Promotional Activities

To engage in promotional, marketing, and outreach activities aimed at increasing awareness of Horting, provided that all materials, messaging, and branding are consistent with Federation identity and subject to its approval where required.

### **5. OBLIGATIONS OF THE BRANCH**

The Branch undertakes to fully comply with the following obligations:

#### 5.1. Promotion and Development

Promote, develop, and advance the sport of Horting within the Territory in a professional, ethical, and structured manner, in accordance with the mission, values, and strategic objectives of the Federation.

#### 5.2. Compliance with Federation Authority

Strictly comply with all rules, regulations, statutes, technical standards, competition rules, grading systems, referee standards, coaching methodologies, safeguarding policies, and any other directives issued by the Federation, as may be amended from time to time. The Federation shall have final interpretative authority over all such rules and standards.

#### 5.3. Organizational Discipline and Governance

Ensure proper internal governance, including transparent management structure, qualified leadership, and responsible administration of all Branch activities in accordance with Federation requirements and applicable law.

#### 5.4. Record Keeping and Reporting

Maintain complete, accurate, and up-to-date records of all Branch activities, including but not limited to:

- membership lists

- athlete registration

- training and certification activities

- events, seminars, and competitions

- disciplinary matters

The Branch shall provide periodic written reports to the Federation upon request or in accordance with Federation policies.

#### 5.5. Legal and Regulatory Compliance

Conduct all activities in full compliance with applicable local, state, and federal laws and regulations, including but not limited to safety regulations, sports governance rules, and public event requirements.

#### 5.6. Protection of Federation Reputation

Act at all times in a manner that protects, preserves, and enhances the reputation, integrity, and public image of the Federation. The Branch shall refrain from any conduct that may reasonably be expected to bring the Federation into disrepute.

#### 5.7. Notification Obligation

Promptly notify the Federation in writing of any material changes affecting the Branch, including but not limited to:

- leadership or management changes
- legal claims, investigations, or proceedings
- disciplinary sanctions or suspensions
- operational or structural changes
- loss of compliance with Federation standards

#### 5.8. Exclusivity of Representation

The Branch shall not represent, affiliate with, or promote any other organization using the Federation's name, brand, or reputation in a manner that may create confusion or imply unauthorized association or endorsement.

#### 5.9. Participation in Federation Activities

Actively participate in Federation-sanctioned events, programs, training systems, and international initiatives, and ensure proper representation of the Federation at such events.

#### 5.10. Cooperation with Federation Oversight

Cooperate fully with audits, inspections, evaluations, and compliance reviews conducted by the Federation or its authorized representatives.

### **6. INTELLECTUAL PROPERTY AND BRAND PROTECTION**

#### 6.1. Ownership

The Federation retains sole and exclusive ownership of all intellectual property rights, including but not limited to trademarks, service marks, logos, trade names, symbols, slogans, copyrights, domain names, digital assets, publications, audiovisual materials, and any other proprietary rights associated with the World Horting Federation (collectively, the "Federation IP").

#### 6.2. Limited License

Subject to strict compliance with this Agreement, the Federation grants the Branch a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Federation IP solely for the purpose of performing authorized activities under this Agreement within the defined Territory.

#### 6.3. No Ownership Rights

Nothing in this Agreement shall be construed as transferring, assigning, or granting any ownership rights in the Federation IP to the Branch. All goodwill arising from the use of the Federation IP shall inure exclusively to the benefit of the Federation.

#### 6.4. Brand Usage Control

The Branch shall use the Federation IP strictly in accordance with the Federation's branding guidelines, policies, and written instructions. Any use of the Federation IP outside the scope of this Agreement or without prior written approval shall be deemed unauthorized.

#### 6.5. Prohibited Uses

The Branch shall not, without prior written consent of the Federation:

- (a) modify, alter, or create derivative works of the Federation IP;
- (b) register or attempt to register any trademark, domain name, social media account, or similar identifier containing or confusingly similar to the Federation IP;
- (c) use the Federation IP for commercial sale, merchandising, or fundraising activities;
- (d) use the Federation IP in a manner that may damage the reputation, integrity, or goodwill of the Federation.

#### 6.6. Enforcement and Protection

The Federation retains the exclusive right to enforce its intellectual property rights worldwide. The Branch shall promptly notify the Federation of any known or suspected infringement, misuse, or unauthorized use of the Federation IP.

#### 6.7. Termination of Rights

Upon termination or expiration of this Agreement:

- (a) all rights granted to the Branch under this Section shall immediately cease;
- (b) the Branch shall immediately discontinue all use of the Federation IP;
- (c) the Branch shall remove all references to the Federation from websites, social media, printed materials, signage, and digital platforms;
- (d) any continued use of the Federation IP shall constitute unauthorized use.

#### 6.8. Survival of Rights

The Federation's intellectual property rights shall survive termination of this Agreement in full force and effect.

### **7. NON-FINANCIAL AND NON-COMMERCIAL NATURE OF AGREEMENT**

#### 7.1. Nature of Agreement

This Agreement is entered into solely for the purpose of establishing a non-commercial affiliation and cooperation framework between the Parties. The Parties expressly acknowledge and agree that this Agreement does not constitute a contract for the sale of goods or services and is not intended to create any commercial relationship between the Parties.

#### 7.2. No Financial Obligations

Except as expressly provided in a separate written agreement signed by both Parties, this Agreement does not create, and shall not be construed as creating, any obligation for either Party to make any payment, compensation, remuneration, reimbursement, profit sharing, or any other transfer of monetary value to the other Party.

#### 7.3. No Revenue Generation or Billing Relationship

The Parties agree that this Agreement, by itself, does not create any invoicing, billing, accounting, or revenue-generating relationship between them. Neither Party shall issue invoices to the other Party solely in connection with this Agreement.

#### 7.4. Separate Commercial Agreements

Any sponsorship, donation, grant, licensing arrangement, co-branding arrangement, event participation fee, service provision, or any other financial or commercial activity shall be governed exclusively by a separate written agreement executed by the Parties in compliance with applicable federal and state laws.

#### 7.5. Independent Tax Treatment

Each Party shall be solely responsible for its own tax reporting, accounting, and compliance obligations. Nothing in this Agreement shall be interpreted as creating any joint tax obligation, partnership taxation status, or shared financial liability between the Parties.

#### 7.6. No Partnership or Joint Venture

Nothing contained in this Agreement shall be construed to create a partnership, joint venture, fiduciary relationship, agency, or employer-employee relationship between the Parties.

### **8. COMPLIANCE**

8.1. The Parties shall comply with all applicable laws and regulations.

8.2. The Parties shall maintain high standards of ethics, integrity, and fair sporting conduct.

8.3. The Parties shall comply with applicable anti-corruption, anti-discrimination, and safeguarding requirements.

### **9. TERM AND TERMINATION**

#### 9.1. Term

This Agreement shall become effective upon execution by both Parties and shall remain in full force and effect for a period of ten (10) years (the “Term”), unless earlier terminated in accordance with this Agreement.

#### 9.2. Renewal

The Agreement may be renewed for additional terms upon mutual written agreement of the Parties executed prior to the expiration of the then-current Term.

#### 9.3. Termination Without Cause

Either Party may terminate this Agreement without cause upon thirty (30) calendar days’ prior written notice to the other Party.

#### 9.4. Immediate Termination by the Federation

The Federation shall have the right to immediately suspend or revoke Branch recognition and terminate this Agreement upon written notice in the event of:

- (a) material breach of this Agreement or Federation rules, statutes, or policies;
- (b) unlawful, unethical, or fraudulent conduct by the Branch or its representatives;
- (c) actions or omissions that may reasonably be expected to harm the reputation, integrity, or interests of the Federation;
- (d) unauthorized use of the Federation’s intellectual property or brand;
- (e) failure to comply with applicable laws or regulatory requirements.

#### 9.5. Effect of Termination

Upon termination or expiration of this Agreement:

- (a) the Branch shall immediately cease all representation of the Federation;

(b) all rights to use the Federation's name, trademarks, logos, and symbols shall immediately cease;

(c) the Branch shall remove all branding, signage, and public references to affiliation with the Federation;

(d) any accrued obligations that by their nature should survive shall remain in effect.

#### 9.6. Survival

Sections relating to intellectual property, confidentiality, governing law, dispute resolution, and any provisions which by their nature should survive termination shall remain in full force and effect.

### **10. GOVERNING LAW AND DISPUTE RESOLUTION**

#### 10.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, United States of America, without regard to its conflict of laws principles.

#### 10.2. Good Faith Negotiation

The Parties shall first attempt to resolve any dispute, controversy, or claim arising out of or in connection with this Agreement through good faith negotiations.

#### 10.3. Jurisdiction

If the dispute cannot be resolved amicably, the Parties agree that the courts of the State of New Jersey shall have jurisdiction, unless otherwise mutually agreed in writing.

### **11. ENTIRE AGREEMENT**

#### 11.1. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations, and communications, whether written or oral.

#### 11.2. No Reliance

Each Party acknowledges that it has not relied on any representation, warranty, or statement not expressly set forth in this Agreement.

#### 11.3. Amendments

No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties.

### **12. NOTICES, CONTACT INFORMATION AND SIGNATURES**

#### 12.1. Notice Requirement

All notices, requests, approvals, consents, and other communications under this Agreement shall be in writing and shall be deemed validly given if delivered by email, hand delivery, or recognized courier service to the contact details specified below (or to such other contact details as a Party may designate by written notice from time to time).

#### 12.2. Federation Contact Details

**WORLD HORTING FEDERATION, INC.**

a New Jersey State corporation

EIN No.: 39-4924988

Address: 42 Vesey St, Suite 513, Newark, NJ 07105-7114, USA

Email: world.horting@gmail.com

Website: <https://horting.us>  
Attention: President / Legal Department

### 12.3. Branch Contact Details

#### **ZABANDZHALA OLEH**

An individual residing in the United States of America,  
Branch Director and Official Representative of the World Horting Federation in  
Charlotte, North Carolina, United States of America

Address: 3305 Open Field Line, Apt 513, Charlotte, NC 28226, USA

Phone: +1 (704) 287-3549

E-mail: [zaxter505@gmail.com](mailto:zaxter505@gmail.com)

### 12.4. Change of Contact Information

Either Party may change its notice address or email address by providing written notice to the other Party. Any such change shall become effective ten (10) business days after receipt of such notice.

### 12.5. Effect of Notices

Notices delivered by email shall be deemed received on the date of transmission, provided no delivery failure or bounce-back is received. Notices delivered by courier or hand shall be deemed received upon confirmed delivery.

IN WITNESS WHEREOF

The Parties have executed this Agreement as of the Effective Date.

## **PARTY 1**

**World Horting Federation, Inc.**, a New  
Jersey corporation; EIN No.: 39-4924988  
President of the **World Horting Federation**  
Eduard YEROMENKO

Address:

42 Vesey St, Suite 513

Newark, NJ 07105-7114, USA

Phone: +1 (973) 530-6524

E-mail: [world.horting@gmail.com](mailto:world.horting@gmail.com)

Website: <https://horting.us/>



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## **PARTY 2**

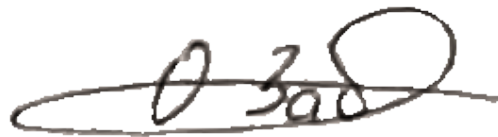
#### **ZABANDZHALA OLEH**

An individual residing in the USA,  
Branch Director and Official Representative  
of the World Horting Federation in Charlotte,  
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