

Cooperation Agreements

№1 dated May 12, 2025

This Co-Operation Agreement (the "Agreement") is effective from the May 12, 2025, between: **World Horting Federation Inc**, ("First Party") a company organized and existing under the laws of the New Jersey, United States with its head office located at/Individual having address at: 42 Vesey St Apt 513, Newark NJ 07105-7114 and: **Max Renovators LLC**, ("Second Party") a company organized and existing under the laws of the New Jersey, United States with its head office located at/Individual having address at: 311 Pine Ave, Garwood, NJ 07027-1441. Whereas, the present Agreement is between two Parties who wish to enter into a working relationship together and the present Agreement shall outline the intentions and goals as well as the conditions of the future working relation/partnership between the Parties.

1. SUBJECT OF THE AGREEMENT

The subject of the Agreement is the organization of partnership and cooperation in the areas determined by the terms of the Agreement.

Now, therefore the Parties here to agree as follows:

World Horting Federation Inc provides methods of health improvement and formalizes health measures for employees of the production area of the company **Max Renovators LLC**. Develops complexes of industrial gymnastics, physical therapy means that contribute to strengthening the health of workers in the construction industry, takes an active part in organizing leisure and health improvement of employees of the company **Max Renovators LLC**.

The Parties shall cooperate on the working and strategizing of the Project **“Introduction of recovery methods into the construction business”**.

The project involves: the active introduction of wellness techniques into the production sectors of construction companies in the state of New Jersey separately, and the United States of America in general.

2. FUNDING AND BUDGET

At this stage of the development of the parties' interaction, this Cooperation Agreement does not provide for financial obligations. However, subject to the provision of paid services, the parties undertake to be guided by the provisions of the laws of the State of New Jersey and the United States of America regarding financing, receipt of funds, registration of taxation and payment of taxes in accordance with applicable law.

3. RIGHTS AND RESPONSIBILITIES. MAIN AREAS OF COOPERATION

The Parties shall work together to determine the key creative elements of the activities under this Agreement. No Party may unreasonably withhold its approval of any key creative element. The Parties' respective rights and responsibilities are as follows:

Party 1 – World Horting Federation Inc

Party 2 – Max Renovators LLC

3.1. The Parties shall cooperate under the Agreement in the following areas:

3.1.1. Distribution by the Parties of information materials (booklets on vacancies, internships) in Party 1 / Party 2. Subject to prior approval of the format for the distribution of such information materials with Party 1 / Party 2 in the manner specified in the clauses of the Agreement;

3.1.2. Provision by Party 1 of support to Party 2 in the manner and on the terms specified by Party 1 in agreement with Party 2 and in the manner specified in the clauses of the Agreement;

3.1.3. Organization by Party 1 together with Party 2 / its representatives / consultants / specialists of educational events (seminars, trainings, master classes, etc.) in the manner and on the terms specified and drawn up in accordance with the requirements of the clauses of the Agreement;

3.1.4. Organization of participation of sports instructors, sports coaches, and students of Party 1 in the development of projects and proposals related to the activities of Party 2, at the request of Party 2, in accordance with the procedure specified in the clauses of the Agreement;

3.1.5. Participation of production employees of Party 2 in health and training events, sports competitions, and research activities conducted by Party 1 on a contractual basis with Party 2, in accordance with the procedure specified in the clauses of the Agreement;

3.1.6. Participation of the Parties in other programs and projects developed taking into account the common interests of the Parties, in particular the development and updating of health programs and industrial gymnastics complexes of Party 2 for all levels of physical training (in a specialty / specialties related to the field of activity of Party 1), implemented in accordance with current legislation by other manufacturing and construction companies in the State of New Jersey and in the United States, etc.;

3.1.7. Support and participation of Party 2 in public events organized by Party 1, as well as information and other support by Party 2 for projects, programs and scientific and research activities of Party 1, in the manner specified in the clauses of the Agreement;

3.1.8. Holding joint events and advertising campaigns, speeches, publications in the media and other actions aimed at popularizing the production process of Party 2 and sports and health activities of Party 1;

3.1.9. Providing advertising support to Party 2, individual sports instructors, trainers, teachers, educators, and students of physical education and health education of Party 1 (upon consent) in accordance with the procedure established by current legislation;

3.1.10. Participation of Party 2 in sociological surveys of Party 1 and determination of Party 1's place in the ranking of sports federations and associations of the United States of America and the world;

3.1.11. Assistance by Party 2 in organizing and conducting all types of health practices for construction industry workers, internships, and self-study methods in the field of health maintenance both at work and at home.

3.1.12. Party 1's assistance in the employment of construction industry professionals in Party 2's production teams and providing information on their further career growth, taking into account Party 2's request and the clauses of the Agreement;

3.1.13. Party 1's performance of research, development and other types of scientific work (provision of scientific and technical services) at the request of Party 2 on the basis of additionally concluded agreements;

3.1.14. Other forms of cooperation on which mutual agreement can be reached in accordance with the current legislation of the United States, which is formalized in the manner specified in the clauses of the Agreement.

3.2. The procedure for implementing the areas specified in the Agreement is determined on the basis of separate agreements.

3.3. No term of the Agreement shall be construed as a joint activity between the Parties or as any other form of agreement that imposes any property, financial or other obligations on the Parties.

4. COOPERATION PRINCIPLES

4.1. The Parties cooperate in the areas specified in the Agreement.

4.2. The Parties act within the framework of current legislation, maintain confidentiality of information, official secrecy regarding information obtained in the process of cooperation, which may be transferred to a third party only with the written consent of the Party that recognized them as having a secret or confidential nature. For the purposes of this Agreement, "Confidential Information" means non-public information disclosed by one Party to the other and identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential given its nature. Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement by the receiving Party; (b) was lawfully known to the receiving Party without obligation of confidentiality before disclosure; (c) is lawfully obtained from a third party without restriction; (d) is independently developed by the receiving Party without use of the other Party's Confidential Information; or (e) is required to be disclosed by law, regulation, or court order, provided the receiving Party gives reasonable prior notice where legally permitted. Each Party's obligations under this clause shall survive for a period of 2 (two) years following the expiration or termination of this Agreement, after which they shall cease.

4.3. The Parties comprehensively use opportunities and means in the performance of interrelated tasks within the scope of their competence, granted rights and obligations, mutually and timely exchange information on cooperation issues.

4.4. The Parties, agreeing, undertake to cooperate on the terms of equal partnership, creating favorable conditions for cooperation.

4.5. The Agreement does not affect the obligations of the Parties under their contractual relations with legal entities, individuals and individual entrepreneurs.

4.6. The Parties undertake to resolve issues, problems and disagreements that may arise in the process of cooperation through mutual constructive negotiations, taking into account the interests of the Parties.

4.7. The Parties agree to use each other's name, trademark, symbols, etc. during the activities agreed upon by the Parties to promote the Parties, having previously agreed.

4.8. Each Party shall obtain prior written approval from the other Party prior to using the other Party's trademarks or trade names, images or holdings (collectively, "Proprietary Marks") in connection with the activities under this Agreement. This approval requirement applies to any and all use of a Party's Proprietary Marks, name, or logo, including without limitation any marketing, advertising, promotional, endorsement, ranking, sociological survey, press, publication, or other media use, whether online, in print, or in any other medium. Approval must be obtained separately and in writing in advance of each such use, and either Party may grant, condition, or withhold such approval in its sole discretion.

4.9. This applies to all uses, regardless of whether on the web, in print, or in any other media. Once approved, similar uses in the same context and format will not require additional approval. In the event that this Agreement expires or terminates for any reason, each Party shall immediately discontinue using the other Party's Proprietary Marks, without exception. Any approval or consent previously granted for use of the other Party's Proprietary Marks shall automatically lapse and be of no further effect upon expiration or termination of this Agreement.

4.10. When developing methodological materials, using external Internet resources, methodological developments of other authors related to the activities of the Parties, **World Horting Federation Inc** is solely and exclusively responsible for obtaining any

necessary clearances, permissions, and/or releases necessary to carry out the activities contemplated in this Agreement. Such clearances, permissions, and/or releases may pertain to but are not limited to copyright, right of publicity, trademarks, trade names, contracts, patents, literary, artistic, dramatic, personal, private, civil or property right or right of privacy or "moral rights of authors.

5. TERM OF THE AGREEMENT

5.1. The Agreement shall enter into force on the date of its signing by the Parties and shall be valid for 2 (two) years.

5.2. The Parties may extend the term of the Agreement by mutual consent by concluding an additional agreement to the Agreement. Any such extension shall be for a successive term of 2 (two) years, and the Agreement shall not renew automatically in the absence of the Parties' mutual written consent.

5.3. The Agreement may be terminated early by agreement of the Parties.

5.4. Each Party may terminate the Agreement unilaterally by notifying the other Party in writing no less than 30 calendar days before the desired date.

6. OTHER CONDITIONS

6.1. Specific forms and types of cooperation for the implementation of the Agreement will be determined and regulated by separate agreements between the Parties.

6.2. The Agreement does not impose any financial obligations on the Parties. The Parties consider the Agreement as an agreement of intent, which does not result in legal and financial obligations for any of them. Notwithstanding the foregoing, the Parties intend that the following provisions, and only the following provisions, shall be legally binding and enforceable: the confidentiality obligations (clause 4.2), the provisions governing intellectual property, Proprietary Marks, and clearances (clauses 4.7–4.10), the anti-corruption obligations (clause 6.3), and the personal-data protection obligations (clause 6.4). All other provisions of this Agreement express the Parties' intentions and goals only, are not intended to create legally binding or financial obligations, and shall not be enforceable against either Party.

6.3. The Parties confirm that they carry out their activities in accordance with the anti-corruption legislation of the United States of America. The Parties undertake to perform the Agreement not to commit or participate in the commission of corruption offenses and not to take any actions that may lead to a violation of the norms of US anti-corruption legislation, including: not to directly or indirectly provide / offer / promise to provide an improper benefit to any officials / officials, as well as not to authorize persons to perform such actions, in order to induce officials / officials to unlawfully use the powers granted to them or the opportunities associated with them. Each Party has the right to unilaterally terminate the Agreement if there are sufficient grounds to believe that the other Party has violated or intends to violate the laws of the State of New Jersey and the USA.

6.4. The Parties must comply with all requirements of applicable legislation on the protection of personal data and properly use all obligations provided for by such legislation and which arise / may arise in connection with the execution of the Agreement. The Parties certify and guarantee that they will process personal data in accordance with the requirements of the current legislation on the protection of personal data and will ensure the protection of this data in accordance with the requirements of such legislation.

6.5. By agreement of the Parties, amendments and supplements may be made to the Agreement, which shall be drawn up as additional agreements to the Agreement and signed by authorized representatives of the Parties and shall constitute an integral part of the Agreement.

6.6. In the event of reorganization of one of the Parties, if there is a successor, its rights and obligations stipulated by the Agreement shall, by agreement of the Parties, be transferred to the successor.

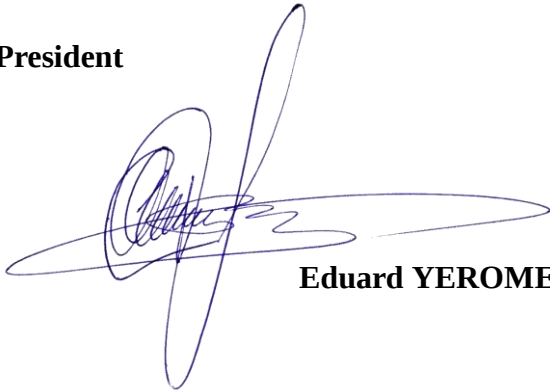
6.7. The Agreement is drawn up in two copies in English, which have equal legal force and are stored in one copy by each Party.

7. LOCATION AND DETAILS OF THE PARTIES

Party 1

World Horting Federation Inc.,
a New Jersey corporation
Address:
42 Vesey St Apt 513,
Newark, NJ 07105-7114
Phone: (973) 530-6524
Website: horting.us
E-mail: world.horting@gmail.com

President



Eduard YEROMENKO

Party 2

Max Renovators LLC.,
a New Jersey LLC
Address:
311 Pine Ave,
Garwood, NJ 07027-1441
Phone: (973) 369-2300
Website: maxrenovators.com
E-mail: info@maxrenovators.com

President



Nick MAXYMIV