

COOPERATION AGREEMENT (MEMORANDUM OF UNDERSTANDING)

№2 dated June 10, 2026

This Cooperation Agreement (the “Agreement”) is entered into and effective as of June 10, 2026 (the “Effective Date”), by and between:

World Horting Federation, Inc. (“First Party”), a corporation duly organized and existing under the laws of the State of New Jersey, United States, with its principal place of business located at **42 Vesey St, STE 513, Newark, NJ 07105-7114**;

and

AVA Cargo LLC (“Second Party”), a limited liability company duly organized and existing under the laws of the State of New Jersey, United States, with its principal place of business located at **1905 E Mill PLain Blvd, Vancouver, WA 98661-3948**.

The First Party and the Second Party may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties desire to establish a cooperative business relationship and to work together on mutually agreed projects and activities; and

WHEREAS, the Parties wish to set forth their respective intentions, objectives, rights, and obligations with respect to such cooperation;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

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 **AVA Cargo 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 **AVA Cargo LLC**.

The Parties agree to cooperate in the development, planning, implementation, and promotion of the project entitled “Introduction of Recovery and Wellness Methods into the Construction Industry” (the “Project”).

The Project is intended to facilitate the integration of recovery, wellness, and health-enhancement practices into the operational and workforce management activities of construction companies, initially within the State of New Jersey and, where appropriate, throughout the United States of America.

The Parties shall collaborate in identifying, developing, and implementing strategies, programs, and initiatives designed to improve employee well-being, productivity, workplace safety, and overall organizational performance through the adoption of such recovery and wellness methods.

2. FUNDING AND BUDGET

At the current stage of cooperation between the Parties, this Agreement does not create or impose any financial obligations on either Party. However, should any paid services, transactions, or financial arrangements arise in connection with the Parties’

cooperation, each Party shall comply with all applicable federal, state, and local laws and regulations of the United States of America, including, without limitation, the laws of the *State of New Jersey and the State of Washington* relating to payments, receipt of funds, accounting, taxation, tax registration, reporting, and the timely payment of all applicable taxes and governmental charges.

3. COOPERATION OF THE PARTIES

The Parties shall cooperate in developing, implementing, and promoting initiatives under this Agreement. Neither Party shall unreasonably withhold or delay its approval of any material activity or initiative proposed pursuant to this Agreement.

For purposes of this Agreement:

Party 1 – World Horting Federation, Inc., an international sports federation;

Party 2 – AVA Cargo LLC, a transportation and logistics company organized under the laws of the United States.

3.1 Areas of Cooperation

The Parties agree to cooperate in the following areas:

3.1.1. Mutual distribution of informational materials, including employment opportunities, internship programs, educational resources, wellness programs, and other approved communications, subject to the prior written consent of the receiving Party.

3.1.2. Provision by Party 1 of advisory, educational, wellness, and organizational support to Party 2's management, personnel, contractors, and affiliated representatives under terms mutually agreed upon by the Parties.

3.1.3. Joint organization and implementation of seminars, workshops, training programs, conferences, educational sessions, and other professional development activities relating to employee wellness, workplace safety, physical conditioning, leadership development, and workforce performance.

3.1.4. Participation of sports instructors, coaches, consultants, and specialists affiliated with Party 1 in the development of wellness, health, safety, and workforce enhancement programs for Party 2 upon Party 2's request.

3.1.5. Participation of Party 2's employees, drivers, dispatchers, managers, and other personnel in health, fitness, training, educational, and research programs organized or conducted by Party 1, subject to separate arrangements between the Parties.

3.1.6. Joint development, implementation, and updating of employee wellness programs, physical conditioning initiatives, fatigue-management practices, injury-prevention programs, workplace ergonomics recommendations, and other health-related activities intended to improve workforce performance and safety within the transportation and logistics industry.

3.1.7. Support and participation by Party 2 in public, educational, charitable, athletic, and community events organized by Party 1, including informational and promotional support for Party 1's projects, programs, and research activities.

3.1.8. Conducting joint marketing, advertising, public relations, media, and promotional campaigns designed to increase public awareness of Party 2's transportation and logistics services and Party 1's sports, wellness, and educational activities.

3.1.9. Providing promotional and advertising support, where legally permissible and subject to prior consent, for Party 2 and for instructors, coaches, educators, consultants, and participants affiliated with Party 1.

3.1.10. Participation by Party 2 in surveys, studies, research projects, and other analytical activities conducted by Party 1 for the purpose of evaluating wellness, workforce development, and organizational effectiveness programs.

3.1.11. Cooperation in organizing and conducting wellness programs, health-maintenance initiatives, recovery practices, internships, educational projects, and self-development programs for employees engaged in transportation, logistics, warehousing, and related industries.

3.1.12. Assistance by Party 1, upon request, in identifying qualified candidates for employment opportunities within Party 2 and providing information regarding professional development and career advancement opportunities.

3.1.13. Performance by Party 1 of research, analytical, consulting, educational, or other professional services requested by Party 2, subject to separate written agreements defining the scope of work, compensation, and applicable terms.

3.1.14. Any other lawful forms of cooperation that may be mutually agreed upon by the Parties and documented in writing in accordance with applicable laws of the United States.

3.2 Implementation

The specific procedures, timelines, responsibilities, financial arrangements, and operational details relating to any activity described in this Section shall be established through separate written agreements, memoranda, work orders, or other documents executed by the Parties.

3.3 Independent Parties

Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency relationship, employment relationship, fiduciary relationship, or any other legal association between the Parties. Except as expressly provided in a separate written agreement, neither Party shall incur any financial, property, contractual, or other obligations on behalf of the other Party.

4. COOPERATION PRINCIPLES

4.1. The Parties shall cooperate solely within the scope of activities expressly set forth in this Agreement.

4.2. Each Party shall comply with all applicable laws and regulations in force. The Parties agree to maintain the confidentiality of all non-public, proprietary, or confidential information received or obtained in connection with the cooperation under this Agreement. Such information may be disclosed to third parties only with the prior written consent of the Party that has designated such information as confidential or proprietary, unless disclosure is required by applicable law.

4.3. The Parties shall use commercially reasonable efforts to support the implementation of the cooperation contemplated herein, including timely and good-faith exchange of relevant information within the scope of their respective competencies, rights, and obligations.

4.4. The Parties agree to act on the basis of equality and mutual respect, and to create and maintain constructive conditions conducive to effective cooperation under this Agreement.

4.5. Nothing in this Agreement shall be construed as modifying, limiting, or affecting any existing contractual obligations of either Party with third parties, including legal entities, individuals, or sole proprietors.

4.6. Any disputes, issues, or disagreements arising in connection with the performance of this Agreement shall be resolved through good-faith negotiations between the Parties, taking into account their mutual interests and intent to maintain effective cooperation.

4.7. The Parties may, subject to prior mutual written consent, use each other's name, trademarks, logos, symbols, and other identifying marks in connection with activities conducted under this Agreement for the purpose of promoting the cooperation and the Parties' respective activities.

4.8. Each Party shall obtain prior written approval from the other Party before using such Party's trademarks, trade names, logos, images, or other proprietary identifiers (collectively, the "Proprietary Marks") in any manner related to this Agreement.

4.9. The requirements set forth in Clause 4.8 apply to all forms of media and communication, including digital, print, audiovisual, and any other formats. Once written approval is granted for a specific use in a defined context, substantially similar uses in the same context and format shall not require additional approval. Upon termination or expiration of this Agreement, each Party shall cease all use of the other Party's Proprietary Marks, except where (i) prior written consent for continued use has been expressly granted, or (ii) such use is required or permitted under applicable law, including the laws of the State of New Jersey and the United States of America.

4.10. In connection with the development and use of any methodological materials, external resources, or third-party works, **World Horting Federation, Inc.** shall be solely responsible for obtaining all necessary rights, licenses, consents, and authorizations required for such use in accordance with applicable law. Such obligations may include, without limitation, permissions relating to copyright, trademarks, trade names, publicity rights, patents, contractual rights, literary and artistic works, moral rights, privacy rights, and any other intellectual property or proprietary rights.

5. GENERAL PROVISIONS, NATURE OF AGREEMENT

5.1. The specific forms, projects, programs, activities, and procedures for cooperation contemplated under this Agreement shall be determined, documented, and governed by separate written agreements, memoranda, project plans, or other written instruments mutually approved by the Parties.

5.2. This Agreement is intended solely to establish a framework for cooperation and mutual understanding between the Parties. Except as expressly set forth in a separate written agreement, nothing contained herein shall create any financial, monetary, contractual, employment, partnership, agency, fiduciary, or other legally binding obligation upon either Party. The Parties acknowledge that this Agreement constitutes a statement of intent regarding future cooperation.

5.3. The Parties represent and warrant that they conduct their activities in compliance with all applicable anti-corruption, anti-bribery, and ethical conduct laws and regulations of the *United States of America and the State of New Jersey, State of Washington*. The Parties shall not directly or indirectly offer, promise, authorize, solicit, or provide any improper payment, benefit, gift, or thing of value to any public official, government employee, private individual, or other person for the purpose of obtaining an improper advantage or influencing any decision in violation of applicable law. Either Party may immediately terminate this Agreement upon written notice if it reasonably

believes that the other Party has violated or intends to violate applicable anti-corruption laws.

5.4. Each Party shall comply with all applicable federal, state, and local laws relating to privacy, data protection, and the processing of personal information. To the extent either Party processes personal information in connection with activities under this Agreement, such Party shall implement reasonable administrative, technical, and organizational measures to protect such information and shall process such information only in accordance with applicable law.

5.5. Any amendment, modification, or supplement to this Agreement shall be valid only if made in writing and signed by authorized representatives of both Parties. Any such amendment shall become an integral part of this Agreement.

5.6. In the event of a merger, consolidation, reorganization, or other lawful succession involving either Party, the rights and responsibilities arising under this Agreement may be assigned to the successor entity upon written notice to the other Party, provided that such assignment does not materially alter the nature of the cooperation contemplated herein.

5.7. This Agreement is executed in the English language in two (2) original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument. Each Party shall retain one fully executed counterpart.

5.8. NO FINANCIAL OBLIGATIONS / NON-COMMERCIAL NATURE

5.8.1. This Agreement is non-financial and non-commercial in nature. It is entered into solely for the purpose of establishing a framework for cooperation between the Parties.

5.8.2. No payment, fee, compensation, reimbursement, profit distribution, or other monetary consideration shall be due or payable by either Party to the other Party under this Agreement, unless expressly agreed in a separate written agreement executed by both Parties.

5.8.3. The Parties acknowledge and agree that this Agreement does not constitute a contract for the sale of goods or services, does not create any obligation to invoice or account for payments, and shall not be treated as generating any revenue, income, or financial liability for either Party.

5.8.4. Nothing in this Agreement shall be construed as creating any accounting, bookkeeping, or tax reporting obligations between the Parties solely by virtue of this Agreement.

5.8.5. Any financial arrangements, if any, shall be subject exclusively to separate written agreements executed in compliance with applicable law.

6. TERM AND TERMINATION

6.1. This Agreement shall become effective on the date of its execution by both Parties and shall remain in effect for a period of ten (10) years unless earlier terminated in accordance with the provisions of this Agreement.

6.2. The Parties may extend the term of this Agreement by mutual written consent through the execution of a written amendment or extension agreement signed by authorized representatives of both Parties.

6.3. This Agreement may be terminated at any time by mutual written agreement of the Parties.

6.4. Either Party may terminate this Agreement without cause by providing the other Party with at least thirty (30) calendar days' prior written notice.

7. PARTIES' ADDRESSES AND CONTACT INFORMATION

The Parties' legal names, addresses, and contact information are set forth below and may be updated from time to time by written notice to the other Party.

PARTY 1

World Horting Federation, Inc., a New Jersey corporation; EIN / Taxpayer ID No.: 39-4924988 ("Party 1")

Address:

42 Vesey St, Suite 513

Newark, NJ 07105-7114

United States of America

Phone: (973) 530-6524

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

E-mail: world.horting@gmail.com


Authorized Representative / President:

Eduard YEROMENKO

PARTY 2

AVA Cargo LLC, a Washington State limited liability company; UBI No.: 605 640 900

("Party 2")

Address:

1905 E Mill Plain Blvd

Vancouver, WA 98661-4170

United States of America

Phone: (971) 224-9356

E-mail: kontarievalex@gmail.com


Authorized Representative / President:

Oleksandr KONTARIEV