

## **TERMS AND CONDITIONS OF THE INDEPENDENT DISTRIBUTOR OF TODO INFINITY UNITED STATES**

1. In accordance with the terms and conditions stipulated herein, I hereby submit my Distributor Application and Agreement to become an Independent Distributor (hereinafter referred to as "Affiliate") of TODO INFINITY CORP, hereinafter referred to as "TODO INFINITY" or the "Company").
2. The Rules, Procedures, and Compensation Plan of TODO INFINITY are incorporated by reference into the terms and conditions of this Agreement, in their current form and as they may be modified by TODO INFINITY at its sole discretion. As used throughout this document, the term "Agreement" refers to this Affiliate Application and Agreement, the Rules and Procedures, and the TODO INFINITY Compensation Plan.
3. This Agreement shall come into effect from the date of acceptance by the Company. The Company must receive an original printed copy, a mailed copy, or an online processed copy of this Agreement within thirty (30) days for TODO INFINITY to officially accept me as a TODO INFINITY Affiliate. If the Company does not receive an original printed copy, a mailed copy, or an online processed copy of this Agreement from me, I understand that this Agreement will be canceled. I accept that the Company considers my signature on my online application or my email sent application as original. Applications sent by mail must include both the front and the back of this Agreement.
4. Once this application is accepted, I understand that I will become an Affiliate of the Company and will be eligible to participate in the sale and distribution of the Company's products and to receive commissions in connection with such sales in accordance with the Company's Rules, Procedures, and Compensation Plan.
5. I understand that as an Affiliate, I am an independent contractor in service provision — not an agent, employee, or co-owner of a franchise of the Company. I UNDERSTAND AND AGREE THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF TODO INFINITY FOR FEDERAL OR STATE TAX PURPOSES, nor will I be treated as an employee for purposes of the Federal Unemployment Tax Act, Federal Insurance Contributions Act, Social Security Act, State Unemployment Act, or State Employment Security Act. I understand and agree that I will pay all applicable federal and state taxes, self-employment taxes, sales taxes, local taxes, and/or local licensing fees that are due as a result of my activities under this Contract.
6. I understand and agree that my compensation will consist solely of commissions, premiums, and/or bonuses for the sale of TODO INFINITY products. I will not receive commissions merely for enrolling others in the program and will not tell others that it is possible to earn any income simply by enrolling others in the program.
7. I agree that as an Affiliate, I will conduct my activities legally, ethically, and morally, and that I will make every effort to promote the sale of the products offered by the Company to the general public. I understand that as an Affiliate, my conduct must be in harmony with the public interest, and I will avoid all discourteous, deceptive, false, or unethical practices. Furthermore, I agree to obey all federal, state, and local laws governing the operations of my TODO INFINITY business.
8. I understand that no income is guaranteed to me, nor am I assured any profit or success. I have the freedom to set my own schedule, determine my own location and sales

methods, within the guidelines and requirements of this Contract. I agree that I am responsible for my own business expenses in connection with my activities as an Affiliate.

9. I certify that neither the Company nor my sponsor has made any statement of guaranteed earnings or representations of expected earnings that could result from my efforts as an Affiliate. I understand that my success as an Affiliate comes from retail consumer sales, Preferred Consumer sales, and the development of a marketing network. I understand and agree that I will not make statements, disclosures, or representations in selling the Company's goods or in sponsoring Preferred Consumers, except for those found in the Company-approved literature.
10. If I sponsor other Consumers or Distributors, I agree to perform the duties of supervision, distribution, sales, and training in good faith in connection with the sale of the Company's goods to the end user.
11. I understand and agree that the Company may make modifications to the Contract upon mutual agreement between the parties. However, regarding the Rules and Procedures and the TODO INFINITY Compensation Plan, which have been established generally and uniformly for all TODO INFINITY Affiliates worldwide, I accept that these may be modified by the Company. If I consider that the modifications to the Contract affect my interests, I may terminate it immediately, without being subject to any penalty for unilateral termination of the Contract. The continuation of my TODO INFINITY business or my acceptance of bonuses or commissions will constitute my acceptance of any and all modifications. All changes to the Contract will become effective once published in the Company's official literature and will be mandatory.
12. I understand that acceptance of this Contract does not constitute the sale of a franchise, that there are no exclusive territories granted to any person, and that no franchise fee has been paid nor am I acquiring any securities through the acceptance of this Contract.
13. Affiliates may not assign any right or delegate any duty arising under this Contract without the prior written consent of the Company. Any unauthorized assignment or delegation may be annulled at the option of the Company.
14. I understand that no income is guaranteed to me, nor am I assured any profit or success. I have the freedom to set my own schedule, determine my own location and sales methods, within the guidelines and requirements of this Contract. I agree that I am responsible for my own business expenses in connection with my activities as an Affiliate.
15. I agree to indemnify and hold the Company harmless from all of my claims, damages, and expenses, including legal fees, arising from my actions or conduct, and the conduct of my GUESTS, distributors, AFFILIATES, and agents in violation of this Contract. This Contract shall be governed by and interpreted in accordance with the laws of the State of New York. Except as stated in the Rules and Procedures of TODO INFINITY, or unless the laws of the state in which I reside expressly prohibit consensual jurisdiction and venue provisions of this Contract, in which case the laws of that state shall govern, all disputes and claims relating to TODO INFINITY, the Affiliate Contract, the TODO INFINITY Compensation Plan, its products, the rights and obligations of an

Independent Affiliate of TODO INFINITY, or any other claims or causes of action relating to the performance of the Independent Affiliate or of TODO INFINITY under the Contract or the Rules and Procedures of TODO INFINITY, shall be settled totally and finally by arbitration in the State of New York, United States of America. If an Affiliate brings a legal claim or counterclaim against TODO INFINITY, an Affiliate must do so on an individual basis and not with any other Affiliate or as part of a class action lawsuit. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be entered as a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This arbitration agreement shall survive any termination or expiration of the Contract.

16. The parties waive all of their rights to incidental, consequential, indirect, exemplary and punitive damages arising out of any breach of the Agreement. any breach of the Contract.
17. The parties consent to jurisdiction and venue in any federal or state court in the City of New York, for the purpose of enforcing an award by an arbitrator or any other The parties consent to jurisdiction and venue in any federal or state court in New York City for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which I reside prohibits consensual jurisdictions and venue for purposes of arbitration and litigation, the law of that state shall govern matters relating to arbitration and venue. If the law of the state in which I reside prohibits consensual jurisdiction and venue for purposes of arbitration and litigation, the law of that state shall govern issues relating to jurisdiction and venue.
18. For the settlement of any controversy, dispute or claim arising out of or relating to this Agreement, or any subsequent amendments to this Agreement, including, without limitation, its breach, termination subsequent amendments to this Agreement, including without limitation, its breach, termination, validity or invalidity, or any matter relating to the Agreement or its the Contract or the performance thereof, which cannot be resolved by mutual agreement of the parties, the parties, waiving their exclusive jurisdiction and venue, shall seek to resolve the same by mutual agreement of the parties, waiving jurisdiction and domicile, shall seek the assistance of a mediator from the Arbitration and Mediation Center. If the parties agree to submit their dispute to an Arbitration Court in New York City or one of its branches. New York City or one of its counties, which shall be subject to the provisions of the Arbitration and Mediation Act. The parties waive ordinary jurisdiction, agree to abide by the award rendered by the arbitral tribunal, and agree not to appeal the award in any way. (iv) For the enforcement of the interim measures, the arbitral tribunal is empowered to request the public officials to take the necessary measures to enforce the arbitral award. (iv) For the enforcement of the interim measures, the arbitral tribunal is empowered to request from public, judicial, police and administrative officials
19. I will be subject to such disciplinary sanctions as may be specified in the TODO INFINITY Policies and Procedures at the discretion of the Company for violation of any term or provision of the Agreement. of the Company for violation of any term or

provision of the Agreement. Upon voluntary or involuntary termination of this Agreement, I will forfeit, and waive this Agreement, I will forfeit, and expressly waive, all rights, including ownership rights, in my downline organization and to any bonuses, commissions or other compensation resulting from sales generated by me or my generated by myself or my previous downline organization. However, upon termination of the contract voluntarily or involuntarily, TODO INFINITY will proceed with the appropriate financial settlement as of the date of cancellation. cancellation of the contract.

20. I certify that the number appearing on this form is my correct Taxpayer Identification Number and that I am not subject to backup withholding, withholding tax, or withholding tax. I certify that the number shown on this form is my correct Taxpayer Identification Number and that I am not subject to backup withholding, either because I have not been notified that I am subject to backup withholding as a result of my failure to I have not been notified that I am subject to backup withholding as a result of my failure to declare all of my interest or dividends, or because the Internal Revenue Service has informed me that I am no longer subject to backup withholding. I have been informed by the Internal Revenue Service that I am no longer subject to backup withholding.
21. The Company shall be entitled to deduct and set off against my commissions, bonuses, or any other monies payable to me, any amounts outstanding and unpaid to me. paid to me, any outstanding and unpaid amounts for purchases of the Company's products, or any other monies owed by me to the Company. owe the Company.
22. I have read this Contract, acknowledge having received and read all documents incorporated by reference, and agree to comply with and be subject to the Terms and Conditions contained therein.
23. Any waiver or abandonment of a right by the Company related to any breach of this Contract must be made in writing and signed by an authorized official of the Company. The waiver or abandonment of a right by the Company related to any breach of this Contract by me shall have no effect and shall not be interpreted as a waiver or abandonment of rights related to the breach.