

December 4, 2024

TERMS & CONDITIONS

I hereby apply to become an Independent Promoter of the xosialX Corporation (hereinafter "The Company") marketing and/or customer program. As an Independent Promoter, I understand and agree that:

1. I am of legal age in the state in which I enter this agreement.
2. I shall become a Company Promoter upon acceptance of this application by The Company. As a Promoter, I shall have the right to sell the services and products offered by The Company in accordance with The Company's marketing program and statement of policy, which may be amended and changed from time to time.
3. Upon notification to Promoters, The Company, at its discretion, may amend the marketing plan, product pricing, statement of policy, etc.
4. I have carefully reviewed The Company's marketing plan, rules and regulations, and policies procedures, and acknowledge that they are incorporated as part of this agreement in their present form and as modified from time to time by The Company.
5. A Promoter shall be entitled to cancel participation in the marketing program at any time and for any reason upon notice to The Company.
6. Upon acceptance of this application by The Company, I will be an Independent Promoter responsible for my own business and not an employee of The Company. I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding at source or for any federal or state tax laws. It is my responsibility to pay self-employment, state and federal income taxes as required by law.
7. I will not use The Company's trade name and/or trademark except in the advertising provided to me by The Company or in other advertising without prior written approval by The Company.
8. Prior written approval from The Company is required for the following: A. To produce and advertise Company products with sales materials not sold or distributed by The Company; B. Issuance of a position in a Company or corporate name.
9. The Company may immediately terminate a Promoter who discredits The Company's name, violates any requirement contained in this Agreement, Company Policy and Procedures, or training manuals or misrepresents The Company's products or business opportunity by making claims contrary to The Company's product literature and labels, unless in writing.

10. This agreement constitutes the entire agreement between the Promoter and Company and no other additional promises, representations, guaranties or agreements of any kind shall be valid unless in writing.

11. This agreement shall be governed by the laws of the state of Nevada, and all claims, disputes and other matters between the parties of this agreement shall be brought in Washoe County District Court, in Reno, Nevada, or in the U.S. District Court, in Reno, Nevada.

12. I acknowledge that I have read and understand and agree to the terms set forth in this agreement.

Some of our Policies and Procedures (Complete Policies listed in your back office): Media Inquires: To maintain accuracy and consistent image, it is required that all media inquiries (including radio, television, and print publication) be referred directly to The Company and requires prior written approval. Testimonial Endorsements and Media Release: Promoter hereby confirms any testimonial endorsements are true and accurate to the best of their knowledge and waive any right of inspections or compensation for such endorsement. Promoter hereby releases and discharges The Company, with respect to any endorsement, photograph, audio or video image and its reuse or rebroadcast, from any and all liability that may arise out of or in connection to such endorsement or image. Also, use of Promoter's names may be used in announcing sales and /or contest leaders. No Guarantee of Income: There is no guarantee of income nor, any assurance of profit or success. Individual incomes earned are solely dependent upon the efforts of each Promoter and/or participant of the group. It is understood that an Promoter's income, if any, will consist solely of commissions and bonuses related to the sales and solicitation of orders from the ultimate consumers. Territorial Rights: Member can conduct business anywhere in the U.S. and Canada without franchise or territorial restrictions.

A Promoter may not offer any non-xosialX opportunity or products at any Company-related meeting, seminar or convention, or immediately following a Company event. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between The Company and its Promoters and would inflict irreparable harm on The Company. In such event, The Company may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Promoter or such Promoter's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond.

A Promoter may not display or bundle Company products, in sales literature, on a website or in sales meetings, with any other products to avoid confusing or misleading a prospective Customer or Promoter into believing there is a relationship between The Company and non-xosialX products.

A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between The Company and its Promoters and would inflict irreparable harm on the Company. In such event, The Company may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Promoter or such Promoter's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond.