

Wholesale Agreement

This Wholesale Agreement (this "Agreement") is made effective on _____, 2025, by and between Diffuser World, Inc., a Utah corporation ("DIFFUSER WORLD") and _____, ("COMPANY"). DIFFUSER WORLD and COMPANY are referred to collectively as the "Parties."

WHEREAS DIFFUSER WORLD provides products for distribution.

WHEREAS COMPANY wishes to purchase products from DIFFUSER WORLD in accordance with this Agreement.

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

1. Products. DIFFUSER WORLD on an as requested basis shall distribute products to COMPANY in accordance with the pricing tier selected by COMPANY. This Agreement permits COMPANY to sell DIFFUSER WORLD product(s) online and through brick-and-mortar retail locations. This Agreement prohibits COMPANY from selling any DIFFUSER WORLD products through any online Marketplaces, including, but not limited to; Amazon, Wal-Mart, Etsy, Pinterest, et. al.

2. Branding. COMPANY agree to purchase and sell all DIFFUSER WORLD product lines without removing, covering, or rebranding any product in any way.

3. Adherence to Laws and Regulations. The parties shall in all material respects, comply with the requirements of all laws, regulations, orders, writs, injunctions, and decrees applicable hereto, except in such instances in which such requirement of law, regulation, order, writ, injunction, or decree is being contested in good faith by appropriate proceedings diligently conducted.

4. Taxes. COMPANY must provide DIFFUSER WORLD with the following items: Tax ID number, company certificate and/or business registration information, and COMPANY's reseller permit or license on the state specific form which qualifies COMPANY with state tax exemption status. DIFFUSER WORLD shall not be responsible for COMPANY regarding COMPANY's state or federal tax requirement. If COMPANY is based outside of the United States, additional or alternative documentation may be required, in which case additional Agreement(s) or Addenda may be required.

5. Term. The term of this agreement shall commence on the date of execution and shall continue for the period of one year from the date of execution and shall renew on an annualized basis if not cancelled prior to the end of the initial term or subsequent terms. Annual renewal shall be in place unless either Party provides notice, within thirty (30) days prior to the expiration of the Agreement term.

6. Termination. Without limiting any rights which either party to this Agreement may have by reason of any default by the other Party, each party reserves the right to terminate this Agreement at its or his convenience by written notice given to the other Party of no less than thirty (30) days. Such termination shall be effective upon the date not earlier than thirty (30) days following the date of such notice as shall be specified in said notice. Notwithstanding the forgoing, either Party may terminate this Agreement, effective immediately, in the event that the other Party: (i) ceases operations; (ii) becomes insolvent or makes a general assignment for the benefit of creditors; or (iii) commences or is subject to proceedings for bankruptcy, insolvency, receivership, liquidation or winding-up, and such proceedings are not discharged within thirty (30) days of the date of filing

7. Obligation to Maintain Confidentiality. Subject to and in accordance with the Mutual NonDisclosure Agreement, between COMPANY and DIFFUSER WORLD (the "MNDA") both parties acknowledges that at all times during the term of this Agreement, and for a period of one (1) year following the date of termination, whether voluntary or involuntary, the Parties will hold in strictest confidence and not disclose Confidential Information, as defined below, to anyone who is not an employee of the Parties or who does not also have access to such Confidential Information, without the other Party's prior written authorization. Both Parties shall keep in strictest confidence, and trust, all Confidential Information.

8. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will submit to resolution through binding arbitration under the rules of the American Arbitration Association. Any Arbitration associated with this Agreement would take place in Iron County, UT. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator's award will be final, and any judgment may be entered upon it by any court having proper jurisdiction. Upon the arbitrator's final decision, the prevailing party shall be reimbursed all legal and other costs associated with the proceedings. 4

9. Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

10. Modification; Waiver; Counterparts. This Agreement may not be modified, altered, or amended except in writing and signed by each of the Parties. No waiver of any provision of this Agreement will be valid unless in writing and signed by the Party against whom such waiver is charged. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A digital copy of this Agreement may be deemed an original.

11. Amendment. No amendment, waiver, or discharge of any provision of this Agreement shall be effective against COMPANY or DIFFUSER WORLD without the written consent of both parties.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Utah. In the event of any legal action brought as a result of this Agreement, such action shall be brought in the appropriate federal or state court in Iron County, Utah. The prevailing party shall be entitled to all costs and reasonable attorney fees.

13. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and discussions. This Agreement may be amended or modified only by a written agreement signed by all Parties.

14. Severability. If any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be unenforceable or invalid, the validity and enforceability of the remaining provisions of the Agreement shall continue in full force and effect and shall not be adversely affected.

15. Waiver. No waiver by DIFFUSER WORLD to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available to it will constitute a waiver. No breach or default of any provision of this Agreement will be waived, altered, or modified, and DIFFUSER WORLD may not waive any of its rights, except by a written instrument executed by the DIFFUSER WORLD. No waiver of any breach or default will affect or alter any term or condition of this Agreement, and such term or condition will continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

16. Indemnification. DIFFUSER WORLD shall indemnify COMPANY and DIFFUSER WORLD shall be exclusively liable for any claim made against DIFFUSER WORLD. COMPANY may not make any claims on behalf of DIFFUSER WORLD and COMPANY shall indemnify and hold DIFFUSER WORLD harmless in the event any claims are brought against COMPANY.

17. Successors And Assigns. This Agreement is binding upon and shall insure to the benefit of the Parties hereto, their respective agents, employees, representatives, assigns, heirs and successors in interest.

18. Notices. All notices, requests, or any other communications under this Agreement must be in writing and sent by email or registered mail, return receipt requested.

For DIFFUSER WORLD:

DeAnn Sevy
Diffuser World, Inc.
support@diffuserworld.com

For COMPANY:

In Witness Whereof, the parties formalize this Agreement through their respective representative(s) duly authorizing by signature in the spaces provided below:

On Behalf of DIFFUSER WORLD

On Behalf of COMPANY

(Signature)

(Signature)

DeAnn Sevy, CEO

_____, _____

Date _____

Date _____

ADDENDUM I

Wholesale pricing tiers are set to maintain proper stock and timeliness for delivery of product quantities to DIFFUSER WORLD channel sales relationships. There are two tiers as specified in Exhibit A. The Parties agree to specify and maintain proper communication to ensure pricing tiers and services remain active. All wholesale pricing will require a minimum purchase greater than \$1,000.00 USD in case quantities.

Exhibit A.

TIER 1	TIER 2
\$10,000/quarterly minimum	<\$10,000/quarter
If minimum orders are not met, COMPANY will not qualify for this tier again until the next calendar year and would default down to Tier 2 pricing.	Minimum Order Quantities \$1,000 in case quantities

Exhibit B.

Affiliates

Should COMPANY no longer desire to carry DIFFUSER WORLD stock, COMPANY may elect to be an Affiliate. Affiliates shall receive 15% of the NET Revenue produced for DIFFUSER WORLD for any sales of products through tracking digital media links.

Initials

COMPANY_____

DIFFUSERWORLD_____