

INFINITA CREDIT MANAGEMENT LLC
AGREEMENT OF COLLABORATION FOR VENDORS
TERMS AND CONDITIONS

Last Update: July 10, 2025

These Terms and Conditions (“Terms”) govern the participation of vendors in the LIVES program, operated by Infinita Credit Management LLC (“Infinita”), a limited liability company incorporated in Próspera ZEDE, with principal place of business in Beta Building, Oficina 6 Próspera ZEDE St. John's Bay, Roatán, Islas de Bahia 34101 Honduras.

By entering into an agreement with Infinita as a vendor, the vendor agrees to be bound by the terms set forth herein. These Terms and Conditions may be amended or updated periodically, and the most current version will be made available at <https://www.infinita.city/legal/icc-compliance>. Continued participation in the LIVES program or use of related services following any such updates shall constitute the vendor’s acknowledgment and acceptance of the revised Terms and Conditions, and agreement to comply with the version then in effect.

1. Purpose of Participation

These Terms set forth the framework for the collaborative relationship between Infinita and vendors in relation to the use and acceptance of \$LIVES tokens, previously known as \$ICC. \$LIVES are blockchain-based payment tokens designed to power economic activity within the Próspera ZEDE jurisdiction and the broader Infinita City community. The LIVES program aims to incentivize residents and visitors of Infinita City to transact with affiliated vendors in a compliant and efficient manner.

2. Infinita's Responsibilities

Infinita shall reimburse each vendor at the rate individually agreed upon with that vendor. This rate may vary among vendors and may be adjusted in the future upon mutual agreement. Reimbursements shall be made in accordance with the terms specified in each vendor's agreement, typically on a weekly basis, unless an alternative schedule is mutually established. Infinita shall also provide any documentation reasonably required by vendors for accounting or tax reporting purposes.

Infinita may, at its discretion, direct customer traffic to participating vendors through exclusive listings, promotions, or features, thereby increasing visibility and purchase activity.

3. Vendor Responsibilities

Vendors entering into an agreement under the LIVES program agree to accept \$LIVES tokens as a valid form of payment for all goods and services provided to customers referred by Infinita,

using a fixed conversion rate of one \$LIVES token per one US dollar. Vendors shall ensure that the \$LIVES token payment option is clearly visible and presented with equal prominence to other accepted methods of payment. In addition, vendors are responsible for ensuring that their staff are properly trained to process LIVES transactions in an accurate and professional manner.

\$LIVES may only be accepted in exchange for the sale of goods and services and shall not be used for speculative purposes, price arbitrage, or any form of trading activity.

Vendors must not increase the price of any product or service solely based on the customer's choice to pay with \$LIVES token; prices must remain consistent regardless of the payment method. Vendors are also expected to promote \$LIVES token as a payment method in all locations where their business operates.

Vendors agree to use the official SimpleFi Paylink POS infrastructure approved by Infinita to receive \$LIVES token payments, or other infrastructure solutions formally informed to vendors as approved by Infinita. All registered transactions must be processed via this infrastructure to be eligible for redemption and accounting purposes. LIVES amounts accepted through other payment solutions or cryptoasset wallets, not using approved infrastructure, WILL NOT be redeemed by Infinita into stablecoins or fiat currencies. Vendors may not redeem more than the total amount of registered transactions not yet reimbursed

Vendors are responsible for maintaining an up-to-date redemption balance within the system and agree that only registered transactions are eligible for conversion into fiat or stablecoin.

4. General Obligations

All participating vendors agree to dedicate sufficient time and personnel to meet the responsibilities outlined in these Terms. Both vendors and Infinita commit to engaging in a cooperative and good-faith manner, sharing relevant information and working collaboratively to support the success and ongoing development of the LIVES program. Regular communication, including meetings or other forms of coordination, may be conducted to review progress, address any concerns, and implement necessary adjustments to ensure the effective execution of the program.

5. Compliance Requirements

Vendors acknowledge that participation in the LIVES program may be subject to Due Diligence procedures in accordance with applicable Anti-Money Laundering and Countering Financing of Terrorism standards. As part of these requirements, any addresses used by vendors may be screened against relevant blacklists, and in the event of a flagged result, funds may be frozen within thirty minutes. Vendors shall be required to complete a Know Your Business (KYB) process if the cumulative value of \$LIVES tokens within a month transactions exceeds five

thousand US dollars (USD 5,000.00). Infinita follows the most recent international standards established by the Financial Action Task Force, along with any other applicable regulatory obligations.

6. Risk Management

Vendors understand and agree that they assume all risk of loss beyond the coverage provided by any applicable regulatory insurance held by Infinita.

Infinita currently operates under the general Common Law framework of Próspera ZEDE and may change its Regulatory Election as disclosed at <https://www.infinita.city/legal/icc-compliance>.

7. Confidentiality

Vendors agree to maintain strict confidentiality regarding the existence and performance of these Terms, as well as any related trade secrets or proprietary information obtained through participation in the LIVES program.

This obligation shall survive termination of participation, except for information that becomes publicly available, is required by legal process, or is disclosed by a third party not bound by confidentiality obligations.

8. Termination

These Terms remain in effect for the duration of the vendor's participation in the LIVES program. Either party may terminate participation at any time by providing written notice with at least thirty calendar days' notice. Upon termination, all pending obligations, including reimbursements and the return of confidential materials, shall be fulfilled in accordance with these Terms and any applicable agreement.

9. Limitation of Liability

To the extent permitted by applicable law, Infinita shall not be held liable for any indirect, incidental, special, or consequential damages arising out of or related to the vendor's participation in the LIVES program, including but not limited to loss of profits, data, or business opportunities.

10. Governing Law and Arbitration:

Any dispute or claim arising out of or related to the Terms & Conditions or any related agreement amongst the parties, or breach or termination thereof, will be finally settled by binding arbitration in Próspera ZEDE, Honduras, pursuant to the Private Alternative Dispute Resolution

Rules of the Prospera Arbitration Center (“PAC”), licensed under the laws of the State of Texas, USA, then in effect considered by a single PAC arbitrator with substantial experience in resolving commercial disputes. The parties will agree on a suitable arbitrator from PAC within ten (10) business days after the request for arbitration is notified to the defendant party; in case no agreement is reached, PAC will appoint the arbitrator. The arbitration will be conducted under the management of PAC. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will apply Prospera ZEDE’s law to the merits of any dispute or claim, in accordance with this agreement, without reference to rules of conflict of law, and shall have the authority to award any and all available remedies. The Term & Conditions’s Governing Law is Próspera ZEDE’s valid laws and regulations, in accordance with the provisions of The Term & Conditions. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator. The arbitral proceedings and all pleadings and written evidence shall be in the English language. Any written evidence originally in a language other than English shall be submitted in English translation accompanied by the original or true copy thereof. The prevailing party will be entitled to receive from the non-prevailing party all costs, damages and expenses, including reasonable attorneys’ fees, incurred by the prevailing party when it is considered by the Arbitrator that the non-prevailing party presented frivolous claims or counterclaims, in connection with that action or proceeding, whether or not the controversy is reduced to judgment or award. The prevailing party will be that party who may be fairly said by the Arbitrator to have prevailed on the major disputed issues.

11. Class Action Waiver:

By accepting these Terms and Conditions, vendors waive any right to participate in class actions, collective actions, or representative proceedings against Infinita. Any dispute or claim arising from or related to these Terms shall be resolved on an individual basis. Vendors agree to bring claims solely in their individual capacity and not as a plaintiff or member in any class, collective, or representative action.

12. . Binding Acceptance Upon Agreement

These Terms may be accepted through the execution of an agreement as a vendor with Infinita. Such acceptance shall be considered valid, binding, and enforceable.