

Nexxt Labs BV Affiliate Program Terms and Conditions

Effective Date: 09-10-2023

Last updated: 12-08-2024

PLEASE READ THIS AFFILIATE PROGRAM AGREEMENT CAREFULLY.

This is a contract between you (the “Affiliate”) and us (“Nexxt Labs BV”). It describes how we will work together and other aspects of our business relationship. It is a legal document, so some of the language is necessarily “legalese”, but we have tried to make it as readable as possible.

The Affiliate Program Agreement applies to your participation in our Affiliate Program (the “Partner Program”). These terms are so important that we cannot have you participate in our Affiliate Program unless you agree to them.

1. Definitions

- 1.1. Affiliate: Refers to an individual or entity that has been accepted into the Nexxt Labs BV Affiliate Program and has agreed to abide by these terms and conditions.
- 1.2. Commission: Payment earned by affiliates for direct sales.
- 1.3. Referral: A lead or customer referred by an affiliate to Nexxt Labs BV.

2. Enrollment and Eligibility

- 2.1. To become an affiliate, individuals or entities must apply through our Affiliate Program form and undergo a short screening process.
- 2.2. To be eligible, you need to be at least 18 years old. Once you apply for our Affiliate Program, you confirm that you are 18 years or older.
- 2.3. Submission of a valid VAT number is required for registration, and additional information may be requested during the screening process.
- 2.4. Affiliates must also be active Apexx01 customers to be eligible for participation in the Affiliate Program.
- 2.5. Your application will be reviewed, and Nexxt Labs BV might ask for additional information. Nexxt Labs BV reserves the right to reject applications or terminate partnerships at any time without prior notice and for any reason.
- 2.6. Upon acceptance into the Affiliate Program, affiliates will receive an email with further instructions and access to our partner system.
- 2.7. No fees or costs are associated with joining the Affiliate Program.

3. Commission Structure

- 3.1. Affiliates will receive a 20% commission on every referral who opts for automatic delivery.
- 3.2. This commission will be applicable from the referral’s second purchase onwards. The first month, an affiliate can give away a 20% discount to its customer.
- 3.3. Commissions are lifelong – as long as the referral remains active. If a referral pauses or cancels their

automatic delivery, the affiliate will lose the commission. If the referral reactivates their account, the referral will automatically be linked again to the affiliate, and the commission will continue. However, if a referral has paused or canceled their account for more than 3 months and restarts with another discount code, the referral will no longer be linked to the original affiliate.

3.4. Commissions are only applicable to referrals who opt for automatic delivery, not one-time purchases.

3.5. Additional earnings displayed in the partner system are shown excluding 9% VAT (VAT on Apexx01).

3.6. When invoicing, affiliates with a Dutch CoC must add 21% VAT. Affiliates from other EU countries don't include VAT on their invoice.

3.7. Affiliates have the option to provide their referrals with a one-time 20% discount coupon for their first purchase. This discount can be applied only once per referral on their first purchase.

4. User Requirement

4.1. Affiliates are required to bring in at least 5 active customers per year.

4.2. If an affiliate does not meet this requirement, their account will be deactivated after 1 year.

5. Referral Tracking

5.1. Referrals will be tracked through unique affiliate links.

5.2. Referrals will be credited to an affiliate for 60 days after a click on the affiliate's link.

6. Payment Terms

6.1. Affiliates can request a payout once a month if their earnings exceed 100 euros.

6.2. Affiliates must submit their invoice with the payout request form to info@nexxtlabs.nl. Subject: payout request partner. Invoice details: Nexxt Labs BV, Verdunplein 17, Unit A8584, 5627 SZ Eindhoven, the Netherlands, CoC: 90175441, VAT-nr.: NL865231734B01.

6.3. Payouts will be processed within 7 days by Nexxt Labs BV.

6.4. If the affiliate is not active, they will not receive commissions. Reactivation of the affiliate's account will reinstate commission payments.

7. Marketing and Promotional Guidelines

7.1. Affiliates can request marketing and promotional content for usage. This can be done by sending an e-mail to info@nexxtlabs.nl.

7.2. False or misleading advertising is strictly prohibited.

7.3. Affiliates must disclose their affiliate relationship when promoting Nexxt Labs BV products.

7.4. The use of Nexxt Labs BV's or the product's (Apexx01) name, logos, and intellectual property is forbidden.

7.5. Affiliates are only allowed to use content for promotion or advertising that is made available for affiliates. Creating custom content for promotion purposes is not permitted without prior approval from Nexxt Labs BV. Nexxt Labs BV will provide written consent if the content can be used.

7.6. Affiliates should immediately comply if we request that you discontinue use.

7.7. Content available on Nexxt Labs' social channels may be shared.

8. Termination

8.1. Either party may terminate this agreement for any reason.

8.2. Consequences of termination may include the forfeiture of unpaid commissions.

9. Limitation of Liability

Nexxt Labs BV shall not be held liable for disputes or issues arising from the affiliate's promotion of its products.

10. Dispute Resolution

Any disputes shall be resolved through litigation in the Netherlands.

11. Return and Chargeback Policy

Returns or chargebacks may affect commissions, and Nexxt Labs BV reserves the right to claw back commissions as necessary.

12. Training and Support

Training and support provided to affiliates will be outlined separately. Affiliates can always seek support by contacting Nexxt Labs per e-mail (info@nexxtlabs.nl).

13. Code of Conduct

Affiliates must adhere to Nexxt Labs BV's code of conduct to maintain the brand's image and ethos. These guidelines can be found in the Nexxt Labs BV's brand representation guidelines in the affiliate's account.

14. Changes to the Agreement

14.1. Nexxt Labs BV reserves the right to modify these terms and conditions at any given time. Nexxt Labs periodically updates these terms. It is the affiliate's responsibility to stay informed of these updates.

14.2. Nexxt Labs might also choose to replace these terms in their entirety if, for example, the Partner Program changes, ends, or becomes part of another program. If we replace the terms we will let all affiliates know via electronic means. If the affiliate doesn't agree to the update or replacement, the affiliate can choose to terminate the agreement at any given moment.

15. Relationship of Parties

Affiliates are independent contractors and not employees of Nexxt Labs BV.

16. Tax Responsibilities

Affiliates are responsible for reporting and paying taxes on their earnings in compliance with applicable tax laws.

17. Indemnification

Affiliates agree to indemnify Nexxt Labs BV against any claims arising from their actions.

18. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Netherlands.

19. Entire Agreement

This agreement constitutes the entire agreement between the parties, superseding any prior understandings or agreements.

20. Acceptance

By becoming an affiliate, you acknowledge that you have read, understood, and agreed to these terms and conditions.

