

NEXT CHAPTERS HEALTH AFFILIATE MARKETING AGREEMENT

This Affiliate Marketing Agreement (“Agreement”) is made and entered into by and between **Next Chapters Health, LLC** or “**NCH**” (“Company”), and the **Affiliate** (“Affiliate”), collectively known as the Parties (“Parties”) or Party (“Party”) effective as of the date accepted by the Affiliate.

1. Definitions

- **"Affiliate"**: A party that agrees to promote Company’s Services in exchange for a commission based on referred sales.
- **"Company"**: Next Chapters Health, LLC, or its a provider of health and wellness Services, including a medical cannabis platform to connect patients with a certified medical marijuana doctors in PA.
- **"Customer"**: An individual that use the Services of the Company
- **"Services"**: The products or Services offered by the Company, including but not limited to health consultations, wellness programs, and medical cannabis platform to connect patients with a certified medical marijuana doctor in PA.
- **"Referral"**: A sale of the Company’s Services made by using the Affiliate’s unique promo code to a new Customer.

2. Affiliate Enrollment/Agreement Acceptance

By submitting an application to our Affiliate Program, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please leave the website immediately and do not submit an application to our Affiliate Program. This Agreement specifically incorporates by reference any Terms of Conditions, Privacy Policies, End-User License Agreements, or other legal documents which we may have on our website. If your Affiliate Request is rejected, you may not reapply. If your Affiliate Request is accepted, each of the terms and conditions in this Agreement apply to your participation.

3. Age Restriction

You must be at least 18 (eighteen) years of age to join our Affiliate Program or use this Website. By submitting an application to our Affiliate Program, you represent and warrant that you are at least 18 years of age and may legally agree to this Agreement. The Company assumes no responsibility or liability for any misrepresentation of your age.

4. Promo Code/Referral Link

Upon approval, the Affiliate will be provided with a unique promo code to share with their audience. The promo code must be applied at the time of purchase to track the Referral and credit the Affiliate.

5. Self-Referral and Patient Policy

Affiliates who are also patients of the Company are not eligible to earn commissions on Services they refer to themselves. Any attempt to self-refer will be disqualified from commission eligibility and may result in termination from the Affiliate Program.

The Company reserves the right to verify the eligibility of referred Customers and to determine, in its sole discretion, whether the criteria for the have been met.

6. Commission Structure

The Affiliate will earn a commission of **20%** on each completed purchase of the Company's Services made through their promo code. The commission is calculated based on the gross sale amount before any discounts, taxes, or fees have been applied. The Affiliate agrees and understands that **no commission** will be earned unless the **promo code is used** by the Customer, payment has been collected by the Company, and Services have been rendered to the Customer.

Affiliates will only earn commissions on Referrals once the referred Customer has completed the paid service. For example, if an Affiliate refers a Customer who schedules and pays for a consultation on October 15, but the consultation is not completed until November 1, the commission is not considered earned until November 1, when the consultation takes place. Accordingly, this commission will be included in the November payout cycle, as outlined in Section 7 of this Agreement.

7. Payment Terms

Commission Payments: The Company shall remit commission payments to the Affiliate via the payment method selected by the Affiliate with 15 days following the end of the month for each Customer whose Services have been fully rendered in that month. If a Customer is issued a refund after the Affiliate has received the commission payout, the Affiliate agrees the Company may issue a charge back and offset such charge backs as a reduction against future commissions.

The Company is not responsible for, and shall not reimburse, any fees, charges, conversion costs, taxes, or other expenses incurred by the Affiliate in connection with the receipt of such payments, including but not limited to wire transfer fees, PayPal fees, bank processing fees, or currency conversion fees. The Affiliate acknowledges and agrees that any such costs are the sole responsibility of the Affiliate.

You must have a form of payment on file with the Company and form W-9 or W-8 as may be applicable. The Affiliate is responsible for all its own federal, state, and local tax obligations. Please note that we may be required to report your earnings to the Internal Revenue Service (IRS) and issue a Form 1099 if your total payments meet or exceed the applicable threshold under federal law.

- **Tracking and Reporting:** The Company will provide the Affiliate with a monthly report showing Referrals, sales, and commissions. Customers who purchase the Company's

Services through the Affiliate Program will be deemed to be Customers of the Company and to protect Customer privacy and to comply with HIPAA laws, we cannot provide identifying Customer names and contact information to you.

8. Affiliate Responsibilities

- **Marketing Compliance:** The Affiliate agrees to promote the Company's Services in compliance with all applicable laws, including Federal Trade Commission guidelines. The Affiliate must clearly disclose their affiliate relationship with the Company when sharing the promo code. We may cancel your application or Agreement at any time if we determine that you are unsuitable for our Program, including if you:
 - Promote sexually explicit materials
 - Promote violence
 - Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
 - Promote illegal activities
 - Incorporate any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law
 - Include "Next Chapters Health" or variations or misspellings thereof in a domain name you own or manage.
 - Are otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.
 - Contain software downloads that potentially enable diversions of commission from other affiliates in our program.
 - You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads Customers to believe you are Next Chapters Health or any other affiliated business.
 - You may not advertise Next Chapters Health name, logo, trademarks or website on any pay per click "PPC" platforms such as Google, Facebook, Next Door or any similar platforms.
- **Brand Representation:** The Affiliate agrees to represent the Company and its Services accurately and positively. Misrepresentation or false claims about the Services are prohibited.

9. Intellectual Property

The Company grants the Affiliate a non-exclusive, revocable license to use the Company's trademarks, logos, and marketing materials for the sole purpose of promoting the Company's Services in connection with this Affiliate Program. The Affiliate may not modify or alter any such materials without the Company's prior written consent.

10. Term and Termination

- **Term:** This Agreement will commence upon approval of the Affiliate's application and will remain in effect unless terminated by either party.
- **Termination:** Either party may terminate this Agreement at any time, with or without cause, by providing give (5) days written notice to the other party. Upon termination, the Affiliate will no longer be entitled to commissions on Referrals made after the termination date.

11. Relationship of Parties

The Affiliate and the Company are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, or employment relationship between the parties. This Agreement does not create an exclusive relationship between Company and Affiliate.

12. Program Modification Rights

The Company reserves the right to modify, suspend, or terminate the Affiliate Program, in whole or in part, at any time and without prior written notice. Affiliates acknowledge and accept that any changes to the program may affect their participation and compensation.

13. No Indirect Damages.

To the extent permitted by law, in no event shall either party be liable for any indirect, punitive, or consequential damages, including lost profits or business opportunities.

14. Limitation of Liability

If, notwithstanding the other terms of this Agreement, the Company is determined to have any liability to the Affiliate or any third-party, the Parties agree that the Company's aggregate liability will be limited to the total commission amounts the Affiliate has actually earned for the Customer transactions in the twelve-month period preceding the event giving rise to a claim.

15. Indemnification

Affiliate agrees to defend and indemnify the Company and any of its agents (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Affiliate Program, your breach of this Agreement, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

16. Confidentiality

The Affiliate agrees to keep confidential any proprietary information provided by the Company, including commission rates, Customer data, and marketing strategies.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions.

18. Severability

If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

19. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the Affiliate Program and supersedes all prior agreements or understandings, whether written or oral.