

## 1. Agreement Overview & Affiliate Termination

This Agreement is entered into by Nuvex LLC (the "Company") and the individual creator (the "Affiliate") and governs the Affiliate's participation in the Nuvex Partner Program. It authorizes the Affiliate to promote digital products offered by the Company through their assigned referral link and to receive commissions for all sales they make. This Agreement takes effect immediately upon account creation and remains in force until terminated under the provisions outlined herein or in Section 9.

The Affiliate may terminate this Agreement at any time, for any reason, by using the account deletion function within the affiliate dashboard. Upon termination, the Affiliate's referral link will be deactivated, and no further earnings may be generated. However, any commissions already accrued from valid sales made prior to termination shall remain payable. A payout of the Affiliate's entire available balance will be issued automatically to the Affiliate's designated PayPal account upon deletion confirmation.

The Company maintains custody of Affiliate funds solely for the purpose of processing payouts. However, all commissions, balances, and withdrawals are calculated through system-enforced automation. The Company may not alter, reclaim, interfere with, or suspend any Affiliate's earnings or payout logic under any circumstance, except as explicitly outlined in Section 9.

## 2. Commission Structure

The Affiliate's onboarding period begins immediately upon account creation and continues for three full calendar days, ending at 12:00 AM (Eastern Time) on the fourth calendar day. During this time, the Affiliate shall earn 90% of the revenue from all sales made through their referral link.

After the onboarding period, and excluding any bonus rates defined in Section 4, the Affiliate shall earn 50% of the revenue from all future sales made through their link. "revenue" refers to the total sale amount (e.g. 20 dollars) No deductions, such as taxes, service fees, or operational costs, shall affect the earnings calculation under any circumstances.

All commissions are calculated automatically and enforced by system logic. The Company does not review, approve, or interfere with traffic or earnings. The Affiliate may generate unlimited traffic, referrals, and sales without restriction or cap.

## 3. Refunds & Chargebacks

All sales made through the Nuvex platform are final and non-refundable. Due to the digital and instantly accessible nature of the Company's products, no refunds shall be issued under any circumstances.

The Affiliate shall not advertise, imply, or suggest that refunds are available, and shall not offer or attempt to arrange refunds on behalf of any customer. Refund requests are not reviewed and cannot be processed by either the Company or the Affiliate.

In the event of a chargeback or payment dispute initiated by a customer, the Company shall absorb the full cost of the chargeback. Under no circumstance shall the Affiliate's previously issued commission be reversed, reclaimed, deducted, or otherwise impacted. The Company assumes all financial liability for refunds and disputes and agrees never to retrieve funds from the Affiliate, regardless of outcome.

All sales and commissions are final, and all refund/chargeback risks are the sole responsibility of the Company.

#### 4. Loyalty Bonuses

The Affiliate shall receive a temporary increase in commission rate during the following calendar periods each year: December 1st through December 31st, the commission rate shall be 80% of revenue; and January 1st through January 7th, the commission rate shall be 90% of revenue. Each bonus period begins at 12:00 AM Eastern Time on the first day and ends at 11:59 PM Eastern Time on the final day.

If the Affiliate's account is created during the month of December, the standard 3-day onboarding period will still apply, during which the Affiliate will receive 90% of revenue. Following the onboarding period, the remaining days in December will be paid at the 80% bonus rate. Onboarding and the December bonus period may stack.

If the Affiliate's account is created between January 1st and January 7th, only the 3-day onboarding rate shall apply, and the January loyalty bonus will be skipped to avoid stacking. Loyalty bonuses do not stack with onboarding unless explicitly stated.

All bonus rates override the standard 50% commission and are applied automatically by the system. No manual action is required by either party.

#### 5. Payments, Taxes & Fees

All affiliate payouts are issued through PayPal to the payout address provided by the Affiliate in the dashboard. Payouts are available immediately after each sale, with no maturity period, cooldown window, or processing delay of any kind.

The Affiliate may initiate a payout at any time using the "Cash Out" function in the dashboard. Upon initiation, the payout is executed automatically by the system with no manual review, approval, or batching. There are no payout minimums or scheduling restrictions. When initiated, the Affiliate's entire available balance is paid out in full.

The Affiliate's commission rate is applied directly to the sale value (e.g. 20 dollars). No deductions, such as taxes, service fees, or operational costs, shall impact the earnings calculation under any circumstances.

While the Company holds funds temporarily for disbursement purposes, all commission calculations and payout logic are enforced by system

automation. The Company shall not alter, delay, or interfere with affiliate earnings or payouts under any circumstance.

The Affiliate is solely responsible for reporting and remitting any taxes related to their payouts. The Company does not withhold taxes and shall not issue 1099s, W-2s, or any other tax documentation.

#### 6. Promotion Guidelines & Usage

The Company shall never impose minimum promotion requirements, content approval steps, or usage restrictions under any circumstances. The Affiliate is free to promote Company products at their sole discretion and may collaborate with any other brand, product, or platform without limitation, regardless of whether or not such categories are in direct competition to the Company or its products.

The Affiliate may not upload, leak, modify, rebundle, or distribute the Company's products in any unauthorized manner. This includes but is not limited to: sharing files publicly, altering or rebranding the materials, removing attribution or formatting, translating or rehosting the content, or enabling redistribution outside of official Nuvex purchase channels.

#### 7. Brand Reference & Confidentiality

The Company shall not use, reference, display, imply, or otherwise associate the Affiliate's name, likeness, branding, profile, identity, or past participation in any public or private marketing, sales material, platform, advertisement, pitch, or communication under any circumstance. This restriction includes all forms of internal and external messaging, whether direct, indirect, private, or public.

The Company shall not use the Affiliate's name or reputation to secure new partnerships, build social proof, or imply endorsement, and no brand reference is permitted at any time, for any reason, without the Affiliate's prior explicit written consent. Any such consent is automatically revoked at the termination of this agreement, or at the discretion of the Affiliate.

All communications, earnings, performance metrics, account data, and private disclosures between the Company and the Affiliate shall be treated as strictly confidential. The Company shall not share, forward, quote, summarize, or otherwise disclose any information about the Affiliate's activity, relationship with the Company, or communications, publicly or privately. This restriction does not apply to entire platform metrics or anonymized summaries that do not reference or imply the identity of any specific Affiliate.

In the event of a legal request, subpoena, arbitration, or third-party investigation, the Company shall assert all applicable constitutional and statutory protections to avoid disclosure, including but not limited to the First and Fifth Amendments of the United States Constitution. No verbal or written testimony regarding the Affiliate shall be offered voluntarily.

If compelled to respond to a formal legal demand, the Company shall immediately notify the Affiliate and exhaust all available legal remedies

to prevent or limit disclosure, including motions to quash, protective orders, and appeals.

Upon termination or expiration of this Agreement, the Company shall no longer maintain, access, or retain any data related to the Affiliate. It shall be considered a non-custodian of all such information and shall have no ongoing authority or ability to access, reproduce, or produce it.

Notwithstanding the above, any previously received confidential information shall remain permanently protected and may not be disclosed to any party under any circumstances.

#### 8. Creator Consistency & Transparency

All Affiliates shall receive the same minimum revenue share percentages and privacy protections outlined in this Agreement. No alternate terms, individualized modifications, or special arrangements shall be offered to any Affiliate, regardless of performance, reach, affiliation, or relationship to the Company. The Company shall not negotiate, adjust, or override the commission structure, payout system, or contractual terms for any individual creator.

All commissions are calculated and enforced by system automation. The Company shall not alter, delay, or interfere with affiliate earnings or payouts under any circumstance. All Affiliates earn from the same structure, operate under the same rules, and have access to the same tools, rights, and dashboard functionality.

The Company shall not operate more than 500 active Affiliate agreements at any given time. Once this cap is reached, no new Affiliates shall be accepted unless an existing agreement is terminated in accordance with Section 1 or Section 9. Each Affiliate agreement remains in effect indefinitely unless terminated by either party.

The Company may, at its sole discretion, apply temporary commission increases to individual Affiliates or groups of Affiliates for limited-time campaigns or promotional events. Any such increase shall reduce the Company's share and shall not affect the earnings of any other Affiliate. No Affiliate's commission shall ever be reduced below the guaranteed percentages defined in Sections 2 and 4 under any circumstance.

No company, platform, brand, or entity wholly or partially owned, operated, or controlled by the founder of Nuvex LLC shall launch, operate, or participate in any affiliate marketing program or creator-driven sales initiative for digital or physical products outside of the Nuvex ecosystem. This restriction is absolute and shall not be bypassed by proxy ownership, rebranding, delegation, or any other indirect means.

#### 9. Inactive Links & Company Termination

This Agreement imposes no minimum promotion obligations on the Affiliate. However, if an Affiliate account generates no sales for a continuous period of three (3) full calendar months, the Company may, at its discretion, terminate the Agreement for administrative purposes. In such cases, the Company shall provide at least seven (7) days' written notice prior to termination. Upon termination, the Affiliate's referral link

will be permanently deactivated, and this Agreement shall be considered null and void.

Termination for inactivity shall not affect the Affiliate's right to receive payouts for any revenue generated prior to link deactivation. All matured earnings shall remain withdrawable and will continue to be disbursed through the standard payout process.

The Affiliate may reapply to the program at any time following termination due to inactivity, subject to availability within the 500-Affiliate cap and at the discretion of the Company.

The Company also reserves the right to terminate this Agreement immediately in the event that the Affiliate is found to have engaged in fraudulent activity, unlawful conduct, or behavior that materially harms the reputation of the Company, its affiliates, or its products. Any such termination shall require documented cause, which shall be made available to the Affiliate in writing prior to termination.

#### 10. Arbitration Agreement

All disputes, claims, or controversies arising out of or relating to this Agreement shall be resolved through binding arbitration administered by the American Arbitration Association (AAA) in Radford, Virginia, United States, under its rules for commercial arbitration. The arbitration may take place remotely, by phone or video conference, if mutually agreed upon. Both parties agree to resolve all disputes in an expedited, cost-effective, and confidential manner. Both parties waive any right to argue that arbitration in Radford, Virginia is an inconvenient forum.

The decision of the arbitrator will be final and binding. Neither party shall have the right to file a claim in court, except as provided under the laws of the Commonwealth of Virginia, United States. If the Affiliate is located outside of the United States, the Affiliate agrees to submit to the jurisdiction and venue in Radford, Virginia, United States, for any arbitration or legal proceeding under this Agreement.

If the Affiliate provides a legally articulable reason, supported by counsel or documentation, that a specific claim cannot be reasonably or lawfully resolved through arbitration (e.g., due to a statutory right or procedural barrier), the Company shall review and may grant an exemption on a case-by-case basis. In such cases, the Affiliate agrees that any legal proceeding must be filed exclusively in Radford, Virginia, United States, and waives any objection to venue or jurisdiction.

Both parties agree that this arbitration clause survives termination of the Agreement.

IN WITNESS WHEREOF, when both the Company and the Affiliate mutually agree to engage in promotional activity under this program, this Agreement shall take effect immediately upon the Affiliate's account activation, with both parties intending to be legally bound by its terms.