

Last Revised: 1 February 2021

SECRETLAB AFFILIATE MARKETING PROGRAM AGREEMENT

This Affiliate Program Agreement contains the terms and conditions that govern the relationship between Secretlab SG Pte. Ltd. (**Secretlab, we, us or our**) and each person or entity (**you or Affiliate**) that enrolls in Secretlab's affiliate marketing program (the **Program**).

Clicking on the "Apply" button on the registration form constitutes your electronic acceptance of all of the terms and conditions of this agreement, including the following **Program Policies** that are incorporated by reference into this agreement:

- [Affiliate Marketing Program Participation Policy](#)
- [Guidelines for Using Secretlab Trademarks and Copyright](#)

Please read this agreement carefully before you enroll in the Program.

By registering for the Program, you declare that you have read and understood this agreement, and you agree to be bound by this agreement.

1. How the Program Works

The Affiliate Program is a referral program that allows you to earn commissions on sales of Secretlab's products that are listed in the [Eligible Product List](#) (the **Products**) when you advertise these Products on your website, publishing location (e.g., blog or electronic newsletter), forums, bulletins or social media posts (collectively, **your platforms**) through the placement on your platforms of an Affiliate Link (see Section 2, [Registration in the Program](#)). This advertising allows you to drive traffic to the Secretlab online stores hosted on domains that are owned by us (the **Secretlab Sites**).

Subject to your compliance with the terms and conditions of this agreement, when our customers purchase a Product offered at the Secretlab Sites after being referred there through the Affiliate Link on your platforms, you will earn a commission for those purchases.

From the time that a visitor is first referred to a Secretlab Site from your Affiliate Link contained on your platform, that visitor will have **7 days** to complete a Product purchase for you to receive your commission. Should the visitor: (a) click on another referral link that is not controlled by you or (b) clear her or his browser data and cookies, your Affiliate Link will be overwritten and you will not receive a commission for that visitor's purchase.

2. Registration in the Program

You may apply to enter the Program by submitting a complete and accurate Program registration form on the [registration page](#). We will evaluate your application and notify you via the e-mail address you provided to us in your registration form if you are successful (**Registration Notification**). Our acceptance or rejection of your application is at our sole discretion.

Upon acceptance into the Program, we will create a user account for you that you may use to track the commissions that you have earned in real time (**Program Account**). You will also find a URL link that contains tracking parameters that are linked to your Program Account (**Affiliate Link**) when you log into your Program Account. Your Registration Notification will contain the instructions for you to activate your account and retrieve your Affiliate Link. You must keep your profile information in your Program Account complete, accurate and up-to-date. We will send all communications with you, including any notices, approvals and changes to the terms and conditions of the Program, to the e-mail address that is associated with your Program Account. You shall be deemed to have received all written correspondence that we send to that e-mail address, even if it is no longer current.

In the event that you are deemed to have withdrawn your participation in the Program due to your inactivity, you will receive your withdrawal notice via the aforementioned e-mail address. You will have 30 days from the date of the withdrawal notice to download any information from your Program Account, following which you will lose access to your Program Account and your Program Account will be deleted in accordance with our records retention policy.

3. Commissions

Except as otherwise provided in any Marketing Affiliate Addendum that you have entered with us in addition to this agreement, we will pay you graduated commission rates based on the volume of sales that you generate, with the highest commission rate being 12%. The actual commission rates and the number of sales you have to generate per month to move up to the next tier of higher commission rates are specified in your Program Account. **THE COMMISSION RATES THAT WE OFFER TO PAY YOU UNDER THE PROGRAM CONSTITUTE SECRETLAB'S CONFIDENTIAL AND PROPRIETARY INFORMATION.**

Commission rates are applied against the price of the Products actually invoiced to our customers, after deducting goods and services tax (GST), sales tax, sales and services tax (SST), value added tax (VAT), levies or other taxes typically assessed on the sale of goods (the **Transaction Taxes**) and shipping or fulfillment expenses (whether such expenses were borne by our customers or by us) calculated according to methodology for allocating Transaction Taxes and expenses to Product sales.

DUE TO CERTAIN LIMITATIONS IN THE TECHNOLOGY PLATFORM THAT WE USE TO CALCULATE OUR SALES COMMISSIONS, WE SHOW THE SHIPPING CHARGES THAT WE ALLOCATE TO EACH ORDER IN THE FORM OF A DISCOUNT. A DEDUCTION EQUAL TO THE THE ACTUAL SHIPPING AND

FULFILLMENT EXPENSES ARE SHOWN IN A SEPARATE LINE ITEM AND COMMISSIONS ON VALID SALES WILL BE ADJUSTED ACCORDINGLY.

You will earn a commission only when a Product is shipped out. We reserve the right to reverse commissions due to fraud, unauthorised purchases, chargebacks, refunded payments and erroneous crediting and to adjust or offset any excess payments made to you against subsequent payments due to you under this agreement or any other agreements you have with us, or to require you to pay such excess back to us promptly in immediately available funds.

We pay out commissions to your PayPal or bank account on a monthly basis within 14 days of the end of each calendar month. For transfers to bank accounts, we will pay out commissions only if you have accumulated at least USD100.00 of unpaid commissions as reported in your Program Account. Commissions are paid in United States Dollars only and any currency conversion charges shall be borne by you. We shall bear the bank transfer fees for payments to you. It is your responsibility to ensure your PayPal and bank account details are accurate and up-to-date in order to receive payment.

It is your sole responsibility to use the correctly formatted and tagged Affiliate Link in the promo materials you use on your platform and you agree not to hold Secretlab liable for any lost revenue or commissions resulting from any error made by you.

4. Accuracy of Dashboard Data

You acknowledge and understand that due to several manual adjustments that we may need to undertake to provide for exchange rate conversion, as well as to audit the overall compliance with the terms of the Program by you and other Program participants, the electronic dashboard information that is made available to you through the Program Account is not considered to be final or accurate. We reserve the right to make corrections to any information made available to you via the Program Account, and to adjust the amounts of any commissions payable to you under the Program through deductions and offsets, as applicable.

5. Invoicing and Taxes

The commissions that we pay you shall be inclusive of all Transaction Taxes that you may be required to collect and remit to the relevant tax authority in connection with the services that you have rendered to us under this agreement. If you are an entity that is capable of raising a valid tax invoice under the applicable laws and regulations, you shall (a) within 14 days of the end of every calendar month issue us a valid tax invoice for the commissions you have earned for that month as reflected in your Program Account; and (b) report your Transaction Tax returns within the prescribed time limit to the relevant tax authority so that we can take any input tax credit for the taxes that we have paid to you.

We may withhold or deduct any taxes that we may be legally obligated to withhold or deduct from any amounts payable to you under the Program. From time to time, we may request tax information from

you. If we request tax information from you and you do not provide it to us, we reserve the right (in addition to any other rights or remedies available to us), to hold your commissions until you provide this information or otherwise satisfy us that you are not a person from whom we are required to obtain tax information.

You are responsible for any taxes owed on any commissions that you received under the Program. If you fail to comply with your tax reporting obligations, you shall forfeit your commissions.

6. Program Participation Requirements

You must comply with the spirit and the letter of this Program as described in this agreement and our Program Policies, including without limitation, the [Affiliate Marketing Program Participation Policy](#). You shall promptly provide us with the information that we request to verify your compliance with the terms of the Program. If you violate this agreement or the terms and conditions of any other agreement that you have with us, then, in addition to any rights and remedies that are available to us, we reserve the right to do any one or a combination of the following without advance notice to you:

- a. suspend your participation in this Program;
- b. withhold commission payments during your suspension period, whether such commissions were earned before or during your suspension period;
- c. require the forfeiture of any commissions that have accrued to you during the period that you were in violation of this agreement, whether or not such commissions have been paid to you and even when the commissions were for sales that did not breach the terms of this agreement; and/or
- d. deactivate your Program Account.

Your liability for your breach of this agreement is not limited to the forfeiture of your commissions, and we reserve the right to recover the full extent of damages that you have caused to us as a result of your breach of this agreement.

7. Identifying Yourself as an Affiliate and an Independent Contractor

You may promote the Products in any manner you choose as long as you do not violate the Program Policies.

However, to ensure that you comply with the various legal requirements on disclosing your affiliate relationship with us, on your platforms and in your communications to the public, you must clearly inform the visitors to your platform that you earn commissions from Secretlab as our Affiliate (**Affiliate Relationship**). You may disclose this information by displaying on your platform the following statement

or a substantially similar statement: **"As a Secretlab Affiliate, I earn from qualifying purchases."** If you are live-streaming or producing a video, you must also make sure that you make the Affiliate Relationship known to your viewers for the duration of the segment in which you promote the Products. Except for this disclosure, you shall not make any public communication concerning this agreement or your participation in the Program without our advance written. You shall not misrepresent or embellish our relationship with you.

You are an independent contractor, and are not our agent, representative, employee, partner, franchisee or joint venturer. Therefore, you have no right to represent us or to take on obligations or waive rights on our behalf at any time. Except to the extent we have entered into a sponsorship or endorsement agreement with you, you shall not engage in any act or omission that would cause a reasonable person to believe that we support, sponsor or endorse you or your products or are otherwise affiliated with you or any other person or entity that is beyond the scope of the Program.

Our customers are not, by virtue of your participation in the Program, your customers, and you may not handle any matter concerning the purchase and sale of our Products by any of our customers. All pricing, terms of sale, rules, policies and operating procedures concerning customer orders, customer service and product sales on the Secretlab Sites shall apply to all Product purchases. Should any of our customers contact you for a matter relating to a Secretlab Site or a Secretlab product, you shall inform such customers to contact Secretlab's customer service.

8. Confidential Information

You must keep Secretlab's confidential and proprietary information in strict confidence and not disclose to any third party or use that information for any purpose other than to confirm the commissions you have the right to receive under the terms and conditions of the Program. In the event that you are compelled by law to disclose any of Secretlab's confidential or proprietary information, you must inform us by writing to compliance@secretlab.sg before you make any disclosure. You admit that your breach of this paragraph will cause Secretlab irreparable harm and Secretlab shall be entitled to any remedy available to it to enforce its rights under this Program, including, but not limited to, interim or interlocutory injunctions without the need to provide any undertaking to compensate you for any restraints imposed on you resulting from the granting of such injunctions.

9. Changes to the Terms

We have the sole right and absolute discretion to change or modify the terms of this agreement and any policies or documents that are incorporated by reference herein at any time. Such changes and modifications shall be effective immediately upon posting to the Secretlab Affiliate Marketing Program web pages (the **Program Sites**). You acknowledge and agree that (a) Secretlab may or may not notify you of such changes or modifications prior to posting them to the Program Sites; and (b) your continued participation in the Program (via any platform) after such changes or modifications have been made (as indicated by the "Last Revised" date on this page) shall constitute your acceptance of this agreement as

last revised. If you do not agree to be bound by this agreement as last revised, you must formally terminate your Affiliate status. In addition, while not required, Secretlab may occasionally notify you of changes or modifications to this agreement by e-mail.

10. Warranties

You represent, warrant and covenant that: (a) neither your participation in the Program, nor your creation, maintenance or operation of your platforms shall violate any laws, regulations, ordinances, rules, orders, licenses, permits, guidelines, codes of practice, industry standards, self-regulatory rules, judgments, decisions or other requirements of any governmental authority (including all such rules governing communications, data protection, advertising and marketing); (b) if you submitted your application to participate in the Program on behalf of an entity, that you are authorised to act on behalf of such entity, and that the entity you represent agrees to be bound by the terms of this agreement; (c) you have the legal capacity to enter into this agreement; (d) you have independently evaluated the terms of this agreement and are not relying on any representation, guarantee or statement other than those expressly set forth in this agreement in deciding to be bound by these terms; (e) you are not subject to any sanctions imposed by any government; (f) you shall comply with all U.S. export and re-export restrictions and applicable non-U.S. export and re-export restrictions consistent with U.S. law, that may apply to goods, software, technology and services; (g) you shall not use or abuse your Program Account or the technology platform on which it operates for anything other than to monitor the commissions you have earned under the Program and to access the Affiliate Link assigned to you; (h) you shall not share your passwords or other log-in information with any third party and shall take reasonable steps to prevent unauthorized access to your Program Account, notify us immediately of any known or suspected unauthorized access to your Program Account and use your best efforts to stop such breach; (i) you shall be responsible for your Program Account and your use of the system on which it is operated, including any damages and losses that we may suffer as a result of any unauthorized access to your Program Account; and (j) during the term of this agreement and for 12 months thereafter, you shall not incite or solicit negative reviews or comments, portray in a bad light or negative manner, or otherwise disparage Secretlab or any of its affiliated companies, or any of their respective products or services, employees, directors, officers or shareholders.

11. License Grant and Feedback

Subject to the terms and conditions of this agreement, once we accept you into the Program, we grant you, for the term of this agreement, a limited, revocable, non-transferable, non-sublicensable and non-exclusive license to (a) copy and display the Affiliate Link (including any image assets associated with them that we provide to you) (the **Provided Content**) solely on your platforms that we have approved; and (b) use the name “SECRETLAB” and any trade marks that we make available to you via your Program Account or otherwise (the **Secretlab Marks** and, together with the Provided Content, the

Secretlab IP), solely in connection with your positive promotion of the Products. Your use of the Secretlab IP shall comply with the [Guidelines for Using Secretlab Trademarks and Copyright](#) at all times.

To the extent that you provide any suggestion or idea for improving or otherwise modifying any Product, this Program or any other Secretlab products or services (**Feedback**), you irrevocably grant Secretlab the right to use, profit from, disclose, publish or otherwise exploit such Feedback without compensation or the need to credit you in any manner whatsoever in perpetuity and you irrevocably grant Secretlab and its affiliates and licensors perpetual immunity from any infringement or misappropriation claims, actions and suits based on any act which, if not licensed hereunder, would infringe, contributorily infringe or induce the infringement of the Feedback.

By using the Program Account, you also agree to the [terms of use](#) established by Refersion Inc., the provider of the information system that we use to manage our Program.

Except to the extent expressly provided in this Section 11, [License Grant and Feedback](#), nothing in this agreement shall be construed to mean that there is any transfer of ownership of intellectual property from a party to the other.

12. Term and Termination

The term of this agreement shall begin upon your submission of your Program registration form. In the event that we do not accept your application within 90 days of your submission, this agreement shall expire.

Either you or we may terminate this agreement at any time for any reason (automatically and without recourse to the courts if permitted under the law), by giving the either party written notice of termination. We will both try to give each other at least seven day's notice of termination. In the event either of us terminate this agreement, you acknowledge and agree that we have no obligation to give you continued access to the Program Account and that we may remove your access and delete the Program Account on the date of termination.

In the event that you have breached the terms of this agreement, in addition to the remedies available to us under Section 6, [Program Participation Requirements](#), we may terminate this agreement immediately upon written notice to you. We may also terminate this agreement immediately by giving you written notice if we have reason to believe that: (a) we may face potential claims or liability in connection with your participation in the Program; (b) our brand or reputation may be tarnished by you, whether through association with you via this Program or otherwise; (c) you have engaged in fraud, misrepresentation or any illegal activity; (d) we are or may become subject to tax collection requirements in connection with this agreement or the activities performed by either party under this agreement; or (e) you are acting in concert with others whom we have terminated or suspended from the Program for their breach of the Program terms. We may also terminate this agreement if we terminate this Program for the country in which you reside or in which your organisation is registered to do business.

We will pay you commissions that have accrued from qualifying purchases that were completed before the termination of this agreement. We will pay any accrued and unpaid commissions on qualifying purchases to you after a reasonable time has lapsed following the termination of this agreement to ensure that the correct amount is paid to you to account for cancellations, returns and to ensure payments are made in accordance with the Program terms. You acknowledge and agree that we have the final and exclusive right to decide if a sale was generated in compliance with the Program requirements from your platforms.

In addition to those provisions of this agreement that shall survive by their express terms, the following Sections of this agreement shall survive the expiration or termination of this agreement: Section 5, [Invoicing and Taxes](#); Section 7, [Identifying Yourself as an Affiliate and an Independent Contractor](#) (but excluding the provision requiring you to identify yourself as an Affiliate on your platform); Section 10, [Warranties](#); Section 13, [Limitation of Liability](#); Section 15, [Governing Law and Waiver of Jury Trial](#), Section 16, [Data Protection](#) and Section 17, [Miscellaneous](#) and as specified in the Program Policies. Termination or expiration of this agreement shall not relieve either party from any liability that accrued under this agreement prior to such termination or expiration.

13. Limitation of Liability

Secretlab shall not be liable for any unauthorized access to, or any corruption, erasure, theft, destruction, alteration, or inadvertent disclosure of data, information or content transmitted, received, or stored on the Program Account. With respect to passwords, account identifiers and other systems used to control access to your Program Account, it is your responsibility to safeguard such passwords, account identifiers, and other systems used to control access to your account.

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE OR DATA FOR ANY REASON WHATSOEVER RELATED TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THE PROGRAM ACCOUNT OR THE MATERIALS AND CONTENT THAT WE HAVE PROVIDED TO YOU, OR YOUR PROVISION OF ANY PERSONALLY IDENTIFIABLE INFORMATION TO BACKEND SERVICE PROVIDER OR ANY THIRD PARTY. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE.

OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM ITEMS SHALL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED. YOU HEREBY WAIVE ANY RIGHT OR REMEDY IN EQUITY, INCLUDING THE RIGHT TO SEEK SPECIFIC PERFORMANCE, INJUNCTIVE OR OTHER RELIEF IN CONNECTION WITH THIS AGREEMENT OR ANY PROGRAM ITEMS.

NOTHING IN THIS AGREEMENT SHALL OPERATE TO LIMIT OUR STATUTORY LIABILITIES THAT WE ARE NOT ALLOWED TO DISCLAIM UNDER THE LAW.

14. Indemnification

To the maximum extent permitted by law, we disclaim any and all liability for any matter directly or indirectly relating to the creation, maintenance or operation of your platforms, your use of any Program Items or your breach of this agreement (including any Program Policy). You shall defend, indemnify and hold harmless Secretlab, our affiliates and licensors, and their respective officers, directors, shareholders, parents, subsidiaries, agents, representatives, advisors, successors and assigns from and against all claims, damages, losses, liabilities, costs and expenses (including the fees and expenses of all legal service providers) arising out of or relating to: (a) any portion of your platforms; (b) your advertising, marketing and promotion activities; (c) your use of any Program Items; (d) your breach of this agreement (including any Program Policies); and (e) your or your employees' or contractors' fraud, negligence or willful misconduct.

15. Governing Law and Waiver of Jury Trial

Any dispute arising out of or in connection or relating in any way to the Program or this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (**SIAC**) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (**SIAC Rules**) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator and the language of the arbitration shall be English.

The seat of the arbitration shall be Singapore. The laws of Singapore, without regard to the principles of conflict of laws, shall govern this agreement and any dispute of any sort that might arise between you and us.

There is no judge or jury in arbitration and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this agreement as a court would.

We each agree that any dispute resolution proceedings shall be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Notwithstanding anything to the contrary in this agreement, we may seek injunctive or other relief in any state, federal, provincial or national court of competent jurisdiction for any actual or alleged infringement of our or any other person or entity's intellectual property or proprietary rights. You further acknowledge

and agree that our rights in the Secretlab IP are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated or adequately compensated for in monetary damages.

Should your claims qualify to be heard in small claims court, you may assert your claims in small claims court instead of seeking resolution through arbitration.

16. Data Protection

You have read our [Privacy Notice](#) and consent to how we collect, process, transfer and safeguard your personal data as described in the notice.

In particular, you consent to our use and processing of any personal data that was submitted as part of the application process to: (1) conduct background checks and other due diligence; (2) evaluate your suitability to be a Secretlab Affiliate, and (3) should your application be approved, manage your relationship with us and ensure that you live up to the promises you made under this agreement. If you are an organisation, you represent that you have the right and have obtained all consent to provide to us any personal data that you included in your application.

You may withdraw your consent to our use of your personal data at any time before we approve your application. However, please take note that by doing, you will have concurrently withdrawn your application to join the Program. If you do not provide your data for our legitimate business uses, we are under no obligation to consider your application. In addition, if we approve your application to join us as a Secretlab Affiliate, you may withdraw your consent to our use of your personal data only if you terminate your participation in the Program in accordance with this agreement.

17. Miscellaneous

Waiver. Our failure to require you (including our delays) to comply with any provision of this agreement on any one or more occasions shall not affect our full right to require your compliance at any time in the future; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Severability. In the event that any provision of this agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this agreement unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision.

SECRETLAB AFFILIATE MARKETING PROGRAM AGREEMENT



Assignment. Except as otherwise set forth herein, your rights under this agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this agreement voidable at our option.