

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED): April 20, 2023

NEXTPLAT CORP

(Exact Name of Registrant as Specified in its Charter)

NEVADA
(State or Other Jurisdiction
of Incorporation or Organization)

001-40447
(Commission
File No.)

65-0783722
(I.R.S. Employer
Identification No.)

3250 Mary St., Suite 410
Coconut Grove, FL 33133
(Address of principal executive offices and zip code)

(305) 560-5355
(Registrant's telephone number, including area code)

(Former name or former address, if changed from last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol (s)	Name of each exchange on which registered
Common Stock, par value \$0.0001	NXPL	The Nasdaq Stock Market, Inc.
Warrants	NXPLW	The Nasdaq Stock Market, Inc.

Item 1.01. Entry into a Material Definitive Agreement

On April 20, 2023, NextPlat Corp (the "Company") and Alibaba.com Singapore E-Commerce Private Limited, a company organized under the laws of Singapore ("Alibaba"), entered into a Merchant Sourcing Agreement (the "Agreement") pursuant to which the Company and Alibaba will collaborate in a non-exclusive manner to increase the sale of products produced and sold by American companies to the Chinese consumer market on the Tmall Global e-commerce platform. The Agreement has a term of ninety (90) days.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Agreement, which, with certain confidential terms redacted, is filed as Exhibit 10.1 to this current report on Form 8-K.

Item 8.01 Other Events.

On April 21, 2023, the Company issued a press release announcing the Company's entry into the Agreement. A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

Exhibits.

Exhibit No.	Description
10.1	Merchant Sourcing Agreement, dated as of April 20, 2023, by and between the Company and Alibaba.com Singapore E-Commerce Private Limited, a company organized under the laws of Singapore*
99.1	Press Release
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Portions of the this document have been omitted because they are not material and are the type that the Company treats as private and confidential.

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SIGNATURE

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NEXTPLAT CORP.

By: /s/ Charles M. Fernandez
Name: Charles M. Fernandez
Title: Chairman and Chief Executive Officer

Dated: April 26, 2023

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Certain information has been excluded from this exhibit because it (i) is not material and (ii) would be competitively harmful if publicly disclosed.

MERCHANT SOURCING AGREEMENT

This Merchant Sourcing Agreement (the “AGREEMENT”) is made effective this 20th day of April, 2023 (the “Effective Date”) by and between Alibaba.com Singapore E-Commerce Private Limited, a company organized under the laws of Singapore (“Alibaba”) and NEXTPLAT CORP, a Nevada corporation (“NextPlat”) (Alibaba and NextPlat are from time to time referred to individually as a “Party” and collectively as the “Parties”) as follows:

RECITALS

WHEREAS, Alibaba is a multinational technology company specializing in e-commerce, retail, internet, and technology; and

WHEREAS, through its e-commerce platforms, Alibaba seeks to increase the sale of products produced and sold by American companies to the Chinese consumer market; and

WHEREAS, NextPlat is a premier Florida sourcing and technology company specializing in e-commerce, internet, and technology focused on assisting its Customers in the sale of products to various global consumer markets, including the Chinese consumer market and in the sourcing of small and medium businesses for introduction to Alibaba’s e-commerce platforms; and

WHEREAS, the Parties will jointly host an e-commerce company fair event in Miami, Florida on April 24, 2023 which Alibaba shall introduce interested small businesses sourced by NextPlat to Alibaba’s “Tmall Global” e-commerce platform.

NOW THEREFORE, in exchange for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date when fully executed by the Parties. Both Parties are bound to work with each other on sourcing merchants, and onboard the NextPlat Customers to Tmall Global e-commerce platform for ninety (90) days in a non-exclusive manner. Either Party may terminate this Agreement by giving the other Party thirty (30) days’ notice of termination.

2. **No Exclusivity.** Alibaba grants to NextPlat the non-exclusive right to utilize its Tmall Global e-commerce platform (the “Platform”) for use by NextPlat’s Customers in the sale of their products to the Chinese consumer market. “NextPlat Customers” means companies (i) primarily based in the United States, (ii) which primarily produce products made in North America, South America and/or Central America, and (iii) who have contracted with NextPlat for access to the Platform. NextPlat grants Alibaba the non-exclusive right to onboard NextPlat Customers on the Platform.

3. **Turn-Key Solution.** Alibaba shall provide NextPlat Customers a turn-key solution through which products can be sold to the Chinese consumer market which shall include all applicable services available at the prevailing platform regulations and cost structures.

4. [REDACTED]

5. **NextPlat Joint Ventures.** NextPlat may, at its discretion, form joint ventures, partnerships, and/or similar agreements with small businesses to produce goods for sale on the Tmall platform.

6. **Non-Binding.** The Parties acknowledge and agree that, save for this Clause, Clauses 1 (Term), 7 (Confidentiality), 8 (Publicity) and 9 (Governing Law), this Agreement is not intended to be legally binding but sets out the understandings reached by the Parties with respect to the collaboration set forth in this Agreement. The understandings reached by the Parties in this Agreement shall comprise only a general scope of rights and obligations of each Party and the specific scope, initiatives, terms and conditions, and deliverables of the collaboration shall be further discussed, agreed and confirmed by the Parties by way of definitive or supplemental agreement(s) superseding this Agreement.

7. **Confidentiality.** “Confidential Information” means the terms of this Agreement and all information concerning the Parties or any Party to which another Party is provided access by virtue of its activities as a result of this Agreement. Confidential Information does not include information that has been publicly disseminated in writing by the owner, in which the receiving Party can show it knew prior to disclosure, or which was rightfully received by a Party from a third party without restriction. Confidential Information acquired hereunder by a Party will be treated as proprietary information of the disclosing Party and shall not be used for any purpose other than the collaborations between the Parties or disclosed to any third party, except such Party’s professional advisers, affiliates, consultants, or its employees on a “need to know” basis. No Party shall, without the prior written consent of the disclosing Party, make any public announcement or issue any press release disclosing Confidential Information, provided that any Party may make any disclosure required, in the opinion of its legal counsel, by applicable laws or regulations.

8. **Publicity.** The Parties agree that, unless expressly agreed to and approved in advance by both Parties, no Party shall make any public announcements or press releases with respect to the relationship or collaboration between the Parties created by this Agreement unless required by law.

9. **Choice of Law, Venue, and Arbitration.** This Agreement shall be governed and construed under the laws of the State of Florida. Venue for any action or proceeding arising out of or relating to this Agreement shall lie in Miami-Dade County, Florida, which shall serve as the exclusive venue for any such action or proceeding to the exclusion of all others. The Parties shall submit all disputes arising out of relating to this Agreement to arbitration in Miami, Florida, before a single arbitrator of the American Arbitration Association (the “AAA”). The arbitrator shall be selected by the application of the rules of the AAA, or by mutual agreement of the Parties, except that such arbitrator shall be an attorney admitted to practice law in the State of Florida.

10. **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

MERCHANT SOURCING AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Merchant Sourcing Agreement on the date first written above.

NEXTPLAT CORP, a Nevada corporation

By: _____
Name: _____
Title: _____

Alibaba.com Singapore E-Commerce Private Limited

By: _____
Name: _____
Title: _____



**NextPlat Signs Merchant Sourcing Agreement with Tmall Global to
Launch New E-Commerce Program and Provide American Businesses Easy Access to Chinese Consumer Market**

Program to Leverage NextPlat's Global Capabilities and Partnership and Feature Tmall Global to Help Businesses Reach Millions of New Potential International Customers in China

COCONUT GROVE, FL – April 21, 2023 – NextPlat Corp ([NASDAQ: NXPL, NXPLW](#)) (“NextPlat” or the “Company”), a global e-commerce provider today announced it has entered into a merchant sourcing agreement with Tmall Global whereby the two companies will collaborate to increase the sale of products produced and sold by American companies to the multi-trillion-dollar Chinese consumer market.

The agreement gives NextPlat the right to utilize the Tmall Global e-commerce platform for use by NextPlat’s Customers in the sale of their products to the Chinese consumer market and will provide NextPlat Customers a turn-key solution through which products can be sold to the Chinese consumer market. NextPlat Customers are defined as companies primarily based in and producing products in the United States and throughout all of the Americas.

NextPlat recently announced the launch of the first in a series of new e-commerce development programs designed to assist businesses to expand their existing online sales capabilities to reach new international customers in the Chinese market. The launch of the [Florida e-commerce development program](#) will be formally announced on Monday, April 24, 2023, at The Hangar Coconut Grove in Miami, Florida. NextPlat intends to rapidly expand this unique e-commerce development opportunity to businesses throughout the United States and all of North America as well as Central and South America. Alibaba Group President Michael Evans will be the keynote speaker at the event. Tmall Global, the premier B2C cross-border platform for global brands to reach Chinese consumers, will also present the opportunities and consumer trends in China and discuss its variety of business solutions to help small and mid-sized entities launch in the market.

The initial e-commerce development program, aims to help Florida-based businesses and manufacturers market and sell their products to potentially millions of new customers. The new development program will feature NextPlat’s turnkey global e-commerce solution for customers, and leverage NextPlat’s relationships with key partners in Florida.

“We are excited to kick off a dynamic new e-commerce development program with Tmall Global here in South Florida and bring the opportunity of new business in China to more American-based companies. With our expanded relationship with Tmall Global, we are combining our collective expertise and capabilities to provide American businesses with a novel, turn-key international e-commerce solution that can provide them with access to potentially millions of new customers without having to invest in international operations and infrastructure,” said Charles M. Fernandez, Executive Chairman and CEO of NextPlat.

“Demand for American-made goods in China continues to surge, creating valuable new growth opportunities for U.S. companies with the capability to conduct international business overseas. Led by a highly experienced management team with deep roots in e-commerce, technology, and business. NextPlat is an ideal partner as we seek to assist more American businesses capitalize on the vast untapped potential of the Chinese consumer market,” said Michael Evans, President of Alibaba Group.

To learn more about NextPlat’s e-commerce development program or to attend, please visit www.nextplat.com/florida

To learn more about Tmall Global, please visit <https://merchant.tmall.hk/en>.

About NextPlat Corp

NextPlat is a global e-commerce platform company created to capitalize on multiple high-growth sectors and markets for physical and digital assets. The Company intends to collaborate with businesses, optimizing their ability to sell their goods online, domestically, and internationally, and enabling customers and partners to optimize their e-commerce presence and revenue. NextPlat currently operates an e-commerce communications services division through its Global Telesat Communications Ltd and Orbital Satcom Corp business units that offer voice, data, tracking, and IoT services to customers worldwide through multiple global storefronts.

Forward-Looking Statements

Certain statements in this release constitute forward-looking statements. These statements include the capabilities and success of the Company’s business and any of its products, services or solutions. The words “believe,” “forecast,” “project,” “intend,” “expect,” “plan,” “should,” “would,” and similar expressions and all statements, which are not historical facts, are intended to identify forward-looking statements. These forward-looking statements involve and are subject to known and unknown risks, uncertainties and other factors, including the Company’s ability to launch new data-driven tools and services and its ability to grow and expand as intended, any of which could cause the Company to not achieve some or all of its goals or the Company’s previously reported actual results, performance (finance or operating), including those expressed or implied by such forward-looking statements. More detailed information about the Company and the risk factors that may affect the realization of forward-looking statements is set forth in the Company’s filings with the Securities and Exchange Commission (the “SEC”), copies of which may be obtained from the SEC’s website at www.sec.gov. The Company assumes no, and hereby disclaims any, obligation to update the forward-looking statements contained in this press release.

Media and Investor Contact for NextPlat Corp:

Michael Glickman
MWGCO, Inc.
917-397-2272
mike@mwgco.net