

NEWEGG MARKETPLACE GLOBAL SELLING PROGRAM AGREEMENT

Welcome to the Newegg Marketplace Global Selling Program, a service that allows you to list your products for sale on the Website to Customers (each as defined below) located around the world (the “**Marketplace Global Program**”). This Newegg Marketplace Global Selling Program Agreement (this “**Agreement**”) allows you or the business you represent (collectively, “**Seller**”) to select those countries in which Seller wants to make its Products available on the Website for purchase by Customers located therein.

If Seller clicks through this Agreement and selects at least one country other than the People’s Republic of China to make its Products available on the Website for purchase by Customers in such country or countries, then Seller shall be entering into a binding contract with Newegg Inc. If Seller clicks through this Agreement and selects to make its Products available on the Website for purchase by Customers in the People’s Republic of China, then solely to that extent Seller shall be entering into a binding contract with Connect TechNova Inc. Seller and Newegg shall each be referred to herein as a “**Party**” and together as the “**Parties**”.

For purposes of clarity, the Seller may enter into this Agreement with both Newegg Inc. and Connect TechNova Inc. by clicking through this Agreement and selecting to make its Products available for sale to Customers in both the People’s Republic of China and at least one other country. In such case, the term “**Newegg**” as used in this Agreement shall refer solely to Connect TechNova Inc. with respect to all rights, duties and obligations of this Agreement pertaining to Products offered for sale to and/or purchased by Customers located within the People’s Republic of China, and the term “**Newegg**” as used herein shall refer to Newegg Inc. with respect to all rights, duties and obligations of this Agreement pertaining to Products offered for sale and/or purchased by Customers located outside of the People’s Republic of China.

By clicking through this Agreement, Seller agrees to be bound by the terms of this Agreement. This Agreement is deemed executed on the date Seller clicks through this Agreement.

1. Definitions

The following definitions apply to this Agreement:

1.1 “**Categories**” means those categories and sub-categories of Newegg's merchant directories that are identified in Appendix A attached hereto and as may be amended from time to time in Newegg's sole discretion.

1.2 “**Customers**” means consumers and visitors to the Website who are not residents of or located in the United States of America.

1.3 “**Discount**” means the percentage of the Purchase Price of each Product that will be payable to Newegg as a commission upon the sale of such Product, as listed in Appendix A attached hereto (as may be amended in accordance with this Agreement) and in effect at the time of such Product’s sale. For Products that are shipped by Seller, the Discount shall apply to the amount equal to the sum of the Purchase Price plus the shipping fee for such Product. For

Products that Newegg fulfills pursuant to the Shipped By Newegg service, the Discount applies only to the Purchase Price for such Product.

1.4 “**Pre-existing Product Information**” means Product Information for any Product which is already listed for sale on the Website before Seller attempts to list that Product on the Website.

1.5 “**Product(s)**” means those products listed for sale on the Website for which Seller provides Newegg with Product Information, specifically excluding any “Prohibited Items” as designated in this Agreement or by Newegg in the Seller Portal.

1.6 “**Product Information**” means specifications, pricing, product images, trademarks, logos, trade names and other information related to the Product.

1.7 “**Prohibited Items**” means all prescription drugs, weapons, any items containing alcohol or tobacco, and all items which are listed or described on the following webpage: <https://promotions.newegg.com/marketplace/contentpolicy/ContentPolicy.html#Prohibited%20Items%20List>.

1.8 “**RMA Portal**” means the section of the Website provided by Newegg for the processing of Product Returns by Customers.

1.9 “**Purchase Price**” means, with respect to the sale of each Product, the price paid by the Customer purchasing such Product (excluding shipping, taxes and any other fees).

1.10 “**Seller’s Account**” means the account approved by Newegg through which Seller may sell Products on the Website. .

1.11 “**Seller Marks**” means Seller's trademark, trade names, service marks, service names, logos and distinct brand elements associated with Seller's products.

1.12 “**Seller Portal**” means the web-based portal provided by Newegg which Seller may access by logging into Seller’s Account and which allows Seller to conduct all the activities related to Seller’s listing of Products for sale on the Website.

1.13 “**Seller’s Price**” means, with respect to each Product, the Purchase Price less the Discount for such Product.

1.14 “**Suggested Product Price**” means, with respect to each Product, the sales price suggested by Seller to Newegg for the sale of such Product on the Website.

1.15 “**Website**” means, except as specified in the immediately following sentence, collectively Newegg's website with the primary home page located at www.newegg.com and all domains located thereunder. Solely when referring to Products offered for sale to and/or purchase by Customers located in the People’s Republic of China, then the term “**Website**” shall refer to the website with the primary home page located at www.tthigo.com or www.tthg.com.

2. Seller Qualification

2.1 Newegg has sole discretion in evaluating each individual Seller's suitability to participate in the Website and related listing services. At the time Seller applies to participate, and periodically throughout the Term of this Agreement, Newegg will review certain Seller characteristics, including but not limited to, product offerings, product liability and compliance history, business and financial standing, and whether Seller could be construed as a current or potential competitor to Newegg or of a Newegg affiliated company, and Newegg reserves the right, in its sole and complete discretion, to reject any Seller applicant, or to terminate any participating Seller, which Newegg deems not to be suitable to participate in the Website and related listing services.

3. Products and Pricing

3.1 Except as provided below, Seller shall provide Newegg with all Product Information to be displayed on the Website via the Seller Portal, FTP datafeed and/or API provided by Newegg. On an on-going basis, Seller will update Product Information as necessary and appropriate, including, but not limited to:

- brief product description (less than 4000 characters)
- specifications, if any
- images (as specified in the Newegg Data Feed Template)
- manufacturer part number
- amount of inventory
- suggested selling price (Suggested Product Price)
- shipping
- insurance options
- warranty
- RMA (return merchandise authorization) procedure

3.2 Seller is fully responsible for all information submissions to Newegg pertaining to Products to be listed and/or sold.

3.3 Seller must offer Customers a return policy that provides either a money-back guarantee or replacement (at Seller's sole discretion) for each Product purchased by a Customer and subsequently returned within the period ending upon the later of thirty (30) days from such Product's order invoice date or fifteen (15) day from such Product's order delivery date. This guarantee or replacement must be at least as favorable to Customers as Newegg's standard return policy. Sellers who offer any warranty for a Product must honor the terms and/or conditions provided to Customer at the time of such Product's purchase.

3.4 Seller agrees that any Product Information may be publicly displayed by Newegg as Newegg sees fit and at no charge to Newegg. Seller grants to Newegg an irrevocable, perpetual, sublicensable, transferable, non-exclusive, royalty-free and fully paid-up, worldwide right and license to, during the Term of the Agreement, use, copy, transmit, perform, display, modify and

create derivative works, incorporate and imbed into other works, and distribute such Product Information throughout the Website in any medium or form now existing or later created.

3.5 Seller is solely responsible to ensure that all Product Information displayed on the Website is accurate. In order to prevent inaccuracies, Seller shall (i) immediately correct any erroneous pricing, inventory, and shipping information; (ii) immediately notify Newegg of any erroneous Product description; and (iii) provide Newegg with updated Product Information and Suggested Product Prices at least twice per week, or as requested by Newegg, or when Product mix, inventory, or prices change. Seller shall immediately notify Newegg in writing of any private or public recall of any of its Products.

3.6 Seller agrees to exclude all promotions, coupons, bundle discounts or similar discounts when calculating Suggested Product Prices that are provided to Newegg. Newegg, in its sole discretion, may change the Suggested Product Prices for the prices of Products offered to Customers for sale on the Website.

3.7 Prohibited Products. In addition to Prohibited Items, Seller shall not list any Products for sale on the Website that may be potentially illegal, obscene, or might infringe on the Intellectual Property Rights of any third party, including any Products which are restricted, prohibited or removed from the Website by Newegg .

3.8 Seller acknowledges and agrees that: (a) inaccuracies in information provided to Newegg; (b) failure to provide Newegg with updated Product and pricing information; (c) illegal or deceptive practices by Seller; (d) complaint(s) from third parties regarding Seller's conduct of business; and/or (e) any breach of this Section 3.8, shall constitute sufficient cause for the immediate removal of Seller from the Website and the immediate termination of this Agreement by Newegg, in its sole discretion and without any prior notification to Seller or opportunity for Seller to cure any of the foregoing. Newegg, in its sole discretion, may refuse or remove any prohibited product listing at any time. In the event of removal of Seller or its Products from the Website, Newegg shall, in its sole discretion, be entitled to indicate on the Website that Seller and such Products have been removed from the Website and to provide notification to Customers who purchased such Products.

3.9 Notwithstanding anything to the contrary in this Agreement, Seller shall have no right to modify, delete or otherwise revise any Pre-existing Product Information, and Newegg reserves the right to enact technical features to prevent Seller from doing so.

4. Display of Pricing Information

4.1 General. Newegg shall use commercially reasonable efforts to accurately display Products, product pricing, and Product Information on the Website. However, notwithstanding anything in this Agreement to the contrary, Newegg reserves the right to not display any information concerning any Product which Newegg, in its sole discretion, has determined is of a quality or nature inconsistent with Newegg's standards, or is otherwise deemed by Newegg, in its sole and absolute discretion, to be inappropriate or undesirable for listing on the Website. Seller understands and acknowledges that some or all of the Product Information provided by Seller may unintentionally be omitted or incorrectly displayed on the Website. Under no circumstances shall

Newegg be liable for any damages to Seller arising out of or in connection with any unintentional errors and/or omissions in the display of Product Information on the Website, any third party's use of the Website and/or any activities of any such users.

4.2 Currency. Seller shall be solely responsible for all currency fluctuations between USD and the currency used in the jurisdiction where the Customer purchasing such Products is located.

5. Transaction Process & Payment Stream

5.1 General. In addition to all other Seller requirements set forth in this Agreement, Seller shall provide Newegg with (1) Seller's valid bank account number with ACH authorization, and (2) Seller's completed W-8 or other tax form as reasonably requested by Newegg. Further, Seller agrees to pay Newegg a \$1.00 authorization fee for verification of each such bank account. Until Seller complies with all requirements in this Section 5.1, Newegg shall be under no obligation to remit any Net Sales Price, as defined below, to Seller.

5.2 Orders and Taxes. When a Customer orders a Seller Product through the Website, the Customer's purchase of the Product (the "**Checkout Process**") will take place solely through the Website, and Customer will not be routed to Seller's website, if any, in order to complete the purchase. Seller, and not Newegg, shall be the seller of the Product to the Customer. As part of the Checkout Process, Newegg will calculate, display to Customer and charge Customer the following:

- 5.2.1 Sales price of the Product as determined by Newegg, including any discounts or instant rebates thereto;
- 5.2.2 Shipping and handling fees calculated in accordance with this Agreement ("**Shipping Fees**");
- 5.2.3 Applicable tax for Product orders in any jurisdiction for which Newegg determines it is required to charge, collect and/or remit value added tax (VAT), sales tax, use tax or other similar taxes (collectively, "**Applicable Taxes**");
- 5.2.4 Applicable electronic waste recycling fees for Products to be shipped to any jurisdiction for which Newegg determines it is required to charge, collect and/or remit such fees (collectively, "**Recycling Fees**"); and
- 5.2.5 Any other applicable taxes, duties or levies required to be charged by Newegg pursuant to the laws of any jurisdiction in connection with the sale or shipment of a Product, including, but not limited to, customs duties (collectively, "**Miscellaneous Charges**").
- 5.2.6 Seller will be treated as the "retailer of record" for determining what applicable tax, if any, needs to be collected on the sale the Product. Newegg reserves the right to notify the Customer that the Product will be shipped to Customer by Seller.

5.2.7 Nothing in this Agreement or elsewhere shall make Newegg responsible for taxes on Seller's income or gross receipts.

5.3 Shipping/Order Fulfillment. For each Product which is listed for sale on the Website, Seller will select, via the Seller Portal or electronic data interchange (“EDI”), a shipping option. For each Product purchased through the Website, Newegg will charge the Customer a Shipping Fee based upon the shipping option selected by Seller for such Product. Newegg will remit that Shipping Fee to Seller within the time specified elsewhere in this Agreement, and Seller agrees to accept the Shipping Fee so remitted as payment in full for Seller's shipping and handling costs associated with that order. Newegg shall not be responsible to process or fulfill any orders of Products through the Website, unless Seller executes Newegg’s separate Shipped By Newegg agreement authorizing Newegg to provide fulfillment services for Seller. Seller agrees to process and fulfill all orders of Products through the Website in accordance with the following terms:

- 5.3.1 For all orders where the Product must be shipped cross border, Seller shall be treated as the exporter of record of the ordered Product and shall be solely responsible to pay all import duties, fees and other expenses associated with importing the Product into the Customer's country of residence. In such cases, the Customer shall be the importer of record.
- 5.3.2 Title to all Products sold pursuant to this Agreement shall pass directly from Seller to Customer.
- 5.3.3 For shipments originating from the United States, if any, Seller must ship all ordered Products by one or more of the following interstate or international common carriers: UPS, FedEx, DHL or USPS, in each case at Seller’s own expense;
- 5.3.4 Seller shall not use its own trucks or a contract carrier for shipment of Products;
- 5.3.5 Seller shall not ship any Product to any Customer address other than the Customer address provided by Newegg on the sales order for such Product. Any shipping loss or chargeback arising due to Seller shipping a Product to a shipping address not reflected on the sales order for such Product or otherwise expressly approved by Newegg shall be entirely Seller’s responsibility and will be charged to Seller.
- 5.3.6 Seller shall purchase all shipping materials and containers at its own expense;
- 5.3.7 Seller may not insert any advertising, promotional or marketing material into shipping cartons containing Products for delivery to a Customer;
- 5.3.8 If Seller does not use a shipping option that provides for order tracking, then, notwithstanding anything to the contrary in this Agreement, any Product losses sustained because of the inability to prove delivery to a Customer will be borne by Seller;

- 5.3.9 Seller will ship all ordered Products no later than seventy-two (72) business hours after receiving order notification from Newegg;
- 5.3.10 Seller will provide Newegg with notification, including tracking information, following the actual shipment of the Product to Customer. If Newegg fails to receive Seller's shipment notification within the forty-eight (48) business hours shipment window, Newegg may cancel the order, and have no liability with respect to such cancellation, including without limitation, any shipment made in reliance upon such order;
- 5.3.11 Seller assumes all risk of loss for shipment of Products to the Customer.

5.4 Payment to Seller. For each Seller's Product purchased by a Customer on the Website, Newegg shall remit to Seller the Seller's Price, Shipping Fee, Applicable Taxes, Recycling Fees and Miscellaneous Charges (collectively, the "**Net Sales Price**") related to the sale of such Product. Notwithstanding anything to the contrary in the previous sentence, (a) Newegg may remit Applicable Taxes, Recycling Fees and/or Miscellaneous Charges to the applicable government agency to the extent that Newegg elects, in its sole and absolute discretion, to do so, and (b) for any sale of a Product which Newegg fulfills pursuant to the Shipped By Newegg service, Newegg may remit Applicable Taxes, Recycling Fees and/or Miscellaneous Charges pertaining to such sale to the freight forwarder, if any, utilized in the fulfillment process.

- 5.4.1 The Net Sales Price for a Product shall be remitted to Seller on Wednesday of the week in which fifteen (15) calendar days have elapsed since the day on which Newegg received confirmation that the Product was shipped to the Customer; provided that if the fifteenth such day falls on or after Wednesday of the week in question, then such Net Sales Price shall be remitted on the following Wednesday. Notwithstanding the foregoing, if a Wednesday is a bank holiday, then any Net Sales Price otherwise payable on that day shall be remitted on the next business day following that bank holiday.
- 5.4.2 The Net Sales Price shall be remitted, at Newegg's option, by ACH transfer or international bank wire transfer (in the event Seller's business entity and bank account is located outside the United States).
- 5.4.3 In the event Seller changes its bank account information previously provided to Newegg, Newegg may delay remittance of the Net Sales Price by up to 7 calendar days beyond the otherwise applicable remittance date.
- 5.4.4 To the extent Newegg remits to Seller the Applicable Taxes, Recycling Fees and/or Miscellaneous Charges, Seller shall be solely responsible for timely and promptly remitting of such Applicable Taxes, Recycling Fees and/or Miscellaneous Charges to the applicable government authorities. If any Applicable Taxes, Recycling Fees and/or Miscellaneous Charges remitted to Seller exceed the actual amount required to be charged to the Customer by Newegg, Seller shall be solely responsible to promptly refund any such excess to the Customer.

5.4.5 Newegg shall retain ownership of the Discount.

5.4.6 Newegg reserves the right to deduct from the Net Sales Price any amounts owed to Newegg (a) under this Agreement, including, but not limited to, amounts owed pursuant to Sections 5.5 or 5.7, (b) pursuant to any Shipped by Newegg agreement or any other agreement between Seller and Newegg, or (c) in connection with any Newegg Marketplace Services used by Seller.

5.5 Customer Support>Returns. All Customer disputes, returns, claims, and refunds shall be Newegg's responsibility, subject to the terms of this Section 5.5. The obligations of the Parties under this Agreement with respect to customer service and the return of Products purchased by Customers ("**Product Returns**") shall be subject to different rules depending on whether or not the applicable Customer is located in the People's Republic of China (collectively, "**PRC Customers**") or is located in any other jurisdiction (collectively, "**Non-PRC Customers**").

5.5.1 Customer Support>Returns Requirements for Non-PRC Customers: Unless the Parties specifically agree otherwise in a separate writing, all Product Returns for Non-PRC Customers shall be handled by Newegg directly with such Non-PRC Customers using the RMA Portal and pursuant to Seller's written return policy, which must be compliant with applicable law and Newegg policies. If Seller fails to maintain a written return policy, Seller hereby agrees that Product Returns by Non-PRC Customers shall be processed in accordance with Newegg's International Return policies then in effect and available at the following URL: <https://kb.newegg.com/knowledge-base/return-policy/#international-return-policy> (the "**Newegg International Return Policy**"). Each Seller participating in the Marketplace Global Selling Program and selling to Non-PRC Customers hereby expressly consents to use the Newegg Return Service in accordance with the Newegg International Return Policy to handle all Product Returns for Non-PRC Customers and hereby agrees that Newegg shall have complete discretion whether to provide such Non-PRC Customers with a full or partial refund or other payment, and Seller hereby agrees to promptly reimburse Newegg for any such refund or payment. Seller further expressly grants Newegg the authority to, at Newegg's sole option, deduct such refund or payment from the Net Sales Price to be remitted to Seller. Notwithstanding anything herein to the contrary, Non-PRC Customers who contact Newegg with general questions about a Product or a transaction with Seller other than questions about Product Returns shall be instructed by Newegg to contact Seller directly with such questions. Seller agrees to respond promptly to all Non-PRC Customer inquiries by close of the following business day.

5.5.2 Customer Support>Returns Requirements for PRC Customers: All customer service and Product returns for PRC Customers shall be handled by Newegg and PRC Customers seeking to return Products shall be instructed to return such Products to Newegg. All Product Returns by PRC Customers shall be governed by Newegg's return policies then in effect, which currently permit a Customer who purchases a Product on the Website to return it for a full refund or exchange

for a replacement Product within thirty (30) days from the date the Product is purchased on the Website. Seller agrees to respond by close of the following business day to all Newegg inquiries concerning any transaction between Seller and a PRC Customer.

- 5.5.3 With respect to each Product returned to Newegg by an Non-PRC Customer or a PRC Customer pursuant to Sections 5.5.1 or 5.5.2, respectively, Newegg shall handle such Product according to the Newegg Return Service Policy which can be accessed by clicking this web URL <https://www.newegg.com/promotions/marketplace/sellers/resourceLibrary/Newegg%20Return%20Service.pdf>. In the event that Seller fails to contact Newegg regarding the disposition of such Product, Newegg reserves the right to (1) ship such Product to Seller and bill Seller for Newegg's actual shipping cost or (2) dispose of such Product as Newegg reasonably sees fit, and to charge Seller a reasonable restocking fee (not to exceed 5% of the Seller's Price for such Product).
- 5.5.4 In the event Seller's Account is closed or terminated by Newegg due to inactivity or for any other reason and Seller fails to contact Newegg within sixty (60) days following the receipt of written notice from Newegg regarding the disposition of Seller's inventory of Product Returns at the time of such Seller's Account closure ("**Product Return Inventory**"), then Seller hereby acknowledges and agrees that Newegg has an absolute and unqualified right to dispose of the Product Return Inventory in any manner and at any time following such sixty (60) day period that Newegg determines in its sole discretion.
- 5.5.5 Customer Support/Returns Requirements for All Customers: Within ten (10) business days of Seller's receipt of a Customer notice of non-delivery of a Product purchased by Customer (the "**Re-delivery Period**"), Seller shall attempt to re-deliver the Product to Customer. In the event Seller is unable to re-deliver the Product within the Re-delivery Period and, following the expiration of the Re-delivery Period, the Customer provides notice to Seller that Customer no longer desires to receive the Product and requests a refund, Seller shall refund the Customer for the aggregate amount of the Purchase Price plus shipping fees, taxes and any other fees paid by Customer for such Product within ten (10) business days from the date of Customer's notification to Seller that Customer desires a refund.
- 5.5.6 If Newegg receives a Customer complaint regarding any Seller Product or Seller's fulfillment or Seller's customer service, Newegg reserves the right to investigate such complaint and Seller agrees to fully cooperate with Newegg's investigation. In response to any such complaint, Seller agrees that Newegg shall have complete discretion to provide Customer with either a full or partial refund of the Purchase Price and shipping fee paid by Customer for the Product at issue in such complaint or other payment, and Seller agrees to promptly reimburse Newegg for any such refund or payment. For ease of processing,

Seller expressly grants Newegg the authority to, at Newegg's option, deduct such refund or payment from the Net Sales Price otherwise to be remitted to Seller.

- 5.5.7 In the event Seller refunds money to a Customer in connection with a Product purchased by Customer, Newegg will reimburse Seller in the amount of the Discount for the sale of such Product, or a prorated portion of such Discount in the event Seller provides Customer with only a partial refund (whether because of the application of a restocking fee or any other reason). Newegg will remit the amount to be refunded from time to time together with the next remittance to be made by Newegg to Seller.
- 5.5.8 Newegg may provide Seller's e-mail address and/or other contact information to Customers who purchase Products.
- 5.5.9 Seller, not Newegg, shall have title to all Products returned by a Customer to Newegg or Seller, and Seller shall bear all risk of loss related to such returned Products. Notwithstanding anything to the contrary herein, title to each returned Product will transfer to Newegg at no cost to Newegg as necessary for Newegg to dispose of such returned Product, and Newegg will retain all proceeds, if any, received from the disposition of such returned Product.

5.6 Risk of Loss.

- 5.6.1 General. Except as specified below, Seller shall bear all risks associated with, or related to, any Product purchased by a Customer through the Website, including but not limited to product defects, non-delivery, mis-delivery, theft, mistake or Customer fraud. Seller will be responsible to ensure that all Products are shipped in compliance with all applicable laws and regulations, including but not limited to hazardous materials laws and regulations.
- 5.6.2 Credit Card Fraud. As used herein, the term “**Credit Card Fraud**” means the fraudulent purchase of a Product arising from the theft and unauthorized use of a third party's credit card information. Newegg shall bear the risk of any Credit Card Fraud occurring in connection with the purchase of a Product on the Website; provided, however, that Newegg shall not bear the risk of any Credit Card Fraud in connection with Seller's fulfillment of a Product sale which is not fulfilled strictly in accordance with this Agreement. Seller will be responsible for all other risk of fraud or loss. Seller shall promptly notify Newegg of any Credit Card Fraud of which it becomes aware pertaining to a Customer.

5.7 Chargebacks. If Newegg informs Seller that Newegg has received a chargeback or other dispute with respect to any Seller Product ordered through the Website, Seller will deliver to Newegg within five (5) business days after Newegg's request the following: (a) proof of delivery of the Product; (b) the applicable Newegg sales order number; and (c) a description of the Product. If Seller fails to comply with the previous sentence, or if the chargeback or other dispute is not caused by Credit Card Fraud as defined in Section 5.6 above, then Seller shall promptly reimburse

Newegg for the amount of the Net Sales Price, and all associated credit card association, bank or other payment processing, re-presentment and/or penalty fees associated with the original purchase and any chargeback or refund, to the extent paid by Newegg. Seller expressly grants Newegg the authority to, at Newegg's option, deduct such amounts from the Net Sales Price otherwise to be remitted to Seller.

6. Sales Reports

6.1 The Website shall provide Seller with information on the Seller Portal to enable Seller to review the performance of Seller's sales on the Website, including breakdowns of Seller's sales volume, discounts, shipping fees, and sales taxes.

7. Confidentiality & Privacy

7.1 Confidentiality. Newegg and Seller acknowledge that, in the course of performing their obligations under this Agreement, each Party may acquire confidential or proprietary information about the other Party or its business activities, operations, technical information and/or trade secrets, including, without limitation, merchandising records, Customer records and mailing lists, systems information, technology, technical information, and general financing and business plans and other information (all such information relating to Newegg or Seller, "**Confidential Information**"). The Party disclosing Confidential Information shall be referred to herein as the "**Disclosing Party**" and the Party receiving Confidential Information of the other Party shall be referred to herein as the "**Receiving Party**"). Each Receiving Party, during the Term of this Agreement and for a period three (3) years after termination of this Agreement, hereby agrees to hold all Confidential Information of the Disclosing Party in confidence and to not disclose such Confidential Information except to such Receiving Party's officers, advisors, consultants or employees who have a reasonable need to know such Confidential Information and who have executed confidentiality agreements with terms at least as restrictive as those contained in this Agreement. Each Party shall use at least as great a standard of care in protecting the other Party's Confidential Information as it uses to protect its own Confidential Information of like character, but in no event less than a reasonable degree of care. Neither Party shall disclose the other Party's Confidential Information to any third party without the prior written approval of the other Party, and the Receiving Party shall return or destroy all such Confidential Information upon the written request of the Disclosing Party; provided, however, that the Receiving Party may retain copies of such Confidential Information as necessary for legal, regulatory, and disaster recovery purposes. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided hereunder. For purposes of clarity, all Customer information, including, but not limited to, Customer's name, address and other contact information, shall be deemed the sole property and Confidential Information of Newegg alone.

7.2 Compelled Disclosure. In the event that either Party is compelled, requested or required (orally or in writing) by a regulatory authority, law, regulation, oral questions, requests for information or documents, interrogatories, subpoena, court order, deposition, administrative proceeding, inspection, audit, civil investigative demand, formal or informal investigation by any government authority or agency or other similar legal process to disclose any Confidential Information that it receives from a Disclosing Party, such Party shall provide prompt written notice

to the Disclosing Party (if legally permissible and practicable) of any such request or requirement so that the Disclosing Party may, at its own cost, intervene and seek an appropriate protective order or waive certain of the Disclosing Party's obligations under this Agreement. Failing the entry of a protective order or the receipt of a waiver hereunder (or if the protective order that is obtained does not relieve Recipient from its duty of disclosure), if the Receiving Party is required or compelled to disclose Confidential Information, the Parties agree that the Receiving Party may disclose that portion of Confidential Information that, on the advice of the Receiving Party's counsel, the Receiving Party is required or compelled to disclose. In any event, the Receiving Party shall not oppose action by the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

7.3 Privacy Policy. In addition to Seller's obligations with respect to Confidential Information, any privacy policy applicable to Newegg shall also apply to Seller. In case of any conflict(s), the more protective interpretation shall apply. Further, Seller agrees that it has implemented, and shall maintain during the Term of this Agreement, appropriate data security measures which meet or exceed the requirements set forth in 201 Code of Massachusetts Regulations §17.00 et seq.

7.4 Communications Consent. Nothing contained herein shall restrict or limit Newegg's ability to make editorial statements, publish product reviews, or to fairly report on issues regarding Seller or the Products on any other website owned or operated by Newegg, its subsidiaries or its affiliates. In particular, but without limitation, Newegg may rate or allow Customers to rate Seller's performance or Seller's Products, and Newegg may make these ratings publicly available. Irrespective of any other privacy policy or terms of use appearing on the Website, Newegg and its subsidiaries and affiliates may communicate with Seller in connection with this Agreement, and any listings, sales, and transactions. Seller consents to such communications regardless of any Customer communication preferences (or similar preferences or requests) Seller may have indicated on the Website or by other means. Personally identifiable information about Seller, including Seller feedback and/or e-mail and contact information, may be displayed on the Website as information for Customers.

8. Warranties

8.1 Seller. Seller hereby represents and warrants to Newegg that:

8.1.1 Seller has the power and authority to enter into this Agreement and to fully perform its obligations hereunder;

8.1.2 Seller has obtained, and shall maintain in full force during the Term of this Agreement, such applicable United States and foreign authorizations as are necessary to operate and to otherwise perform its obligations under the Agreement, and will be in compliance with all applicable laws and regulations governing such performance;

8.1.3 All Product pricing, availability and other Product Information is accurate, truthful and not misleading or otherwise deceptive in any respect and will be updated by Seller on a regular basis and in a timely fashion;

- 8.1.4 All Products are safe, in compliance with all applicable United States and foreign regulations, and are designed and manufactured without defects, safety, or other issues, and are not prohibited for sale. Seller acknowledges that Newegg neither has the opportunity nor duty/obligation to inspect, test, or otherwise monitor or oversee Products in any way;
- 8.1.5 Seller has requisite ownership, licenses and other authority to grant Newegg all necessary rights to use and display all Product Information (for example, pictures, drawings, graphics, descriptions, specifications and/or reviews) on the Website and elsewhere;
- 8.1.6 Seller will exercise its best efforts to ensure that the Seller's own website and the content contained therein, as well as the Product Information displayed on the Website and elsewhere, does not contain any material that is obscene, pornographic, profane, fraudulent, libelous or defamatory;
- 8.1.7 None of the Product Information nor the Products infringes or misappropriates any third party's patent, copyright, trademark, trade name, trade secret, or any other intellectual property right (collectively, "Intellectual Property Right") under applicable United States or foreign law;
- 8.1.8 Products (including Seller Products manufactured outside of the United States) shall conform to all applicable domestic and international legal requirements (including but not limited to applicable requirements of the jurisdiction in which the Products are manufactured and the applicable requirements of the jurisdiction to which the Products are shipped to a Customer purchasing the Products via the Website) and shall not be in violation or cause Newegg to be in violation of any applicable law, rule or regulation (including without limitation, export and hazardous substance laws, regulations, rules and directives) and Seller shall obtain all permits, licenses, inspections and similar permissions required to comply with such laws, rules and regulations;
- 8.1.9 Seller is not currently owned or controlled by a direct competitor of Newegg, nor employs any person who is also employed by, or is an officer, director, manager, or material shareholder, of a direct competitor of Newegg; and
- 8.1.10 Seller shall comply in all material respects with the Newegg Marketplace Policy located at <https://promotions.newegg.com/marketplace/contentpolicy.ContentPolicy.html> as updated from time to time (the "**Policy**"), the terms of which Policy are incorporated into this Agreement by this reference and made a part hereof.

8.2 NEWEGG. Newegg hereby warrants that:

- 8.2.1 Newegg has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; and

8.2.2 Newegg has obtained, and shall maintain in full force during the Term of this Agreement, such federal, state and local authorizations as are necessary to operate and to otherwise perform its obligations under the Agreement, and will be in compliance with all applicable laws and regulations governing such performance.

8.3 **No Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In particular, but without limitation, Newegg makes no representation as to whether Seller is required to charge sales tax to Newegg or to a Customer in connection with sales of Products made through the Website, and in the event Seller subsequently is assessed sales tax (including any interest or penalties thereon) by an applicable tax jurisdiction in connection with such sales, Seller waives any right to demand payment or reimbursement of the same from Newegg.**

9. Insurance

9.1 At its sole expense, Seller must procure and maintain general commercial and products liability insurance applicable to Seller's Products, with at least an A.M. Best Rating of A-, VII or higher, with minimum liability amounts stated below: General & Commercial Liability Insurance, Personal and Advertising Injury, and Errors & Omissions Insurance in amounts not less than \$1 million per occurrence and \$2 million in the aggregate. In addition, if Seller manufactures any Product it offers for sale on the Website, Seller shall also procure and maintain Product Liability and Product Recall insurance in amounts not less than \$1 million per occurrence and \$2 million in the aggregate. These insurance requirements do not limit Seller's liability to Newegg in the event insurance recoveries/proceeds are less than Seller's liability to any party. Upon any material change(s) in coverage, Seller must give at least thirty (30) days prior notice to Newegg.

9.2 **Certificate of Insurance.** Within ten (10) days of execution of this Agreement, Seller shall provide a current Certificate of Insurance satisfactory to Newegg reflecting the types of insurance coverage and limits required hereunder, and shall name Newegg as an additional insured in the aforementioned policy. In addition, the Certificate of Insurance will indicate that Newegg will be given at least thirty (30) days prior written notice in the case of cancellation of the policy.

**Named Insured: Newegg Inc, and its subsidiaries
Attn: Risk Manager
c/o Newegg Inc.
17560 Rowland Street
City of Industry, CA 91748**

9.3 Newegg reserves the right, in its sole discretion, to at any time upon written notice to require Seller to increase its levels of insurance coverage above those set forth in this Section 9.

10. Term and Termination

10.1 Term. The term of this Agreement (the “**Term**”) shall begin on the date Seller clicks through this Agreement and shall continue until terminated by Newegg or Seller as provided below.

10.2 Termination for Convenience. Either Party may terminate this Agreement at any time, with or without cause, immediately upon providing written or email notice to the other Party.

10.3 Change of Ownership. Seller agrees to notify Newegg within twenty-four (24) hours of any change in Seller’s ownership and the nature of such change, including the name of the new owner. In the event of any such change in Seller’s ownership, Newegg may, in its sole discretion, terminate this Agreement.

11. Intellectual Property License Grants

11.1 Product Detail Page. Each webpage created by Seller on the Website to display Product Information for a specific Product shall become a catalog page on the Website and/or other Newegg Global websites (each, a “**Product Detail Page**”). Seller hereby grants Newegg an exclusive, worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, distribute, create derivative works of or modify each Product Detail Page. Seller further agrees that any other third-party seller may reference, link or otherwise direct Customers to the Product Detail Page for any Product that such third-party seller has listed for sale on the Website, regardless of whether Seller continues to offer such Product for sale on the Website

11.2 Seller hereby grants Newegg a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, distribute, create derivative works of (as needed to create the look and feel of pages on the Website, display Product Information or technically format materials provided by Seller), and publicly display the Seller Marks (including the trademarks or service marks of any entity or individual whose Product is submitted by Seller), Products, and Product Information on the Website.

12. Indemnification

12.1 Indemnity. Seller shall indemnify, defend and hold harmless Newegg and its affiliates, subsidiaries, related entities, and their officers, directors, employees, agents, successors and assigns (collectively, the “**Indemnified Persons**”) from and against any and all claims, demands, liabilities, losses, damages, and expenses (including reasonable attorneys' fees and costs) (collectively, “**Damages**”) incurred by the Indemnified Persons, arising out of or related to the following:

- 12.1.1 any product liability or similar claims arising or resulting from the use of any Product, including claims seeking damages for personal injury or property damage arising from or in relation to Products, and any claim concerning a Product’s recall or otherwise defective or unsafe Product(s) (including design or manufacturing defects);

- 12.1.2 any intentional misconduct or negligence by Seller or its employees or agents in performing its obligations under this Agreement;
- 12.1.3 any third party claim that a Product, or any part thereof, infringes or misappropriates any Intellectual Property Right of a third party;
- 12.1.4 the failure or alleged failure of Products to comply with Product specifications or with any express or implied warranties of Seller;
- 12.1.5 the violation or alleged violation of any law, statute or governmental ordinance due or related to the manufacture, possession, shipment, import, export, labeling, packaging, use or sale of any Products;
- 12.1.6 any actual or alleged unfair business practices, false advertising, misrepresentation or fraud resulting from Product Information provided by Seller and disclosed by Newegg;
- 12.1.7 any breach or alleged breach by Seller of a Seller representation, warranty or any other provision of this Agreement;
- 12.1.8 any assessment of value added tax (VAT), sales or use tax (including any interest and penalties thereon) made by an applicable tax jurisdiction against Newegg in connection with the sale of a Product pursuant to this Agreement; and
- 12.1.9 any claims resulting from Newegg exercising its rights with respect to the disposition of Seller's inventory pursuant to this Agreement.

12.2 Claims Handling. In the event that (a) a claim is made or threatened for which an Indemnified Person is entitled to indemnification from Seller pursuant to this Agreement (each, a "**Claim**"), including, without limitation, the filing of any lawsuit or legal action against an Indemnified Person or the receipt of a demand or notice by an Indemnified Person, or (b) an Indemnified Person elects to defend any Claim:

- 12.2.1 The Indemnified Person shall have the right, at its sole discretion, to engage counsel of its choosing for defense of such Claim;
- 12.2.2 Newegg shall pay all legal fees and expenses incurred in defense of such Claim as they become due. Seller shall fully reimburse Newegg for all such fees and expenses within thirty (30) days from date of invoice or debit memo from Newegg. After such thirty (30) day period, Newegg will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Newegg to Seller. This reimbursement period shall not apply to any judgment or settlement amount in connection with a Claim, which amounts Newegg shall be entitled to notify, invoice or debit Seller's account at any time;
- 12.2.3 In the event a Claim is made directly against an Indemnified Person, and such Indemnified Person is defending such Claim, then the Indemnified Person, in

its sole discretion, may settle such Claim. If Seller is defending a Claim, Seller may not settle such Claim absent the written consent of Newegg unless such settlement (a) includes a release of all claims pending against any Indemnified Persons, (b) contains no admission of liability or wrongdoing by the Indemnified Persons, and (c) imposes no obligations upon the Indemnified Persons other than an obligation to stop selling any infringing items. Newegg agrees to provide reasonable assistance to Seller, at Seller's expense, regarding such Claim; and Newegg will use commercially reasonable efforts to notify Seller promptly of any such Claim for which Newegg believes Seller should indemnify and defend Newegg pursuant to this Agreement; provided, however, that Newegg's failure to provide such notice or delay in providing such notice will relieve Seller of its obligations to indemnify the Indemnified Persons with respect to such Claim only if, and to the extent that, such delay or failure materially prejudices Seller's ability to defend such Claim.

13. Limitation of Liability

EXCEPT FOR WILLFUL OR GROSSLY NEGLIGENT BREACHES OF ANY OBLIGATION UNDER THIS AGREEMENT, BREACHES OF ANY CONFIDENTIALITY OBLIGATIONS, THE FULFILLMENT OF ANY INDEMNITY OBLIGATIONS AND AS OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL NEWEGG OR ITS SUBSIDIARIES OR AFFILIATED ENTITIES, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NEWEGG'S LIABILITY FOR ANY DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO NEWEGG UNDER THIS AGREEMENT. NEWEGG SHALL HAVE NO LIABILITY TO ANY PARTY FOR ANY INTERNET OR TELECOMMUNICATIONS FAILURE, COMPUTER VIRUS OR THIRD PARTY INTERFERENCE THAT MAY INTERRUPT OR DELAY ACCESS TO ANY INTERNET SITE OR CAUSE OTHER PROBLEMS OR LOSSES. NO PARTY SHALL BE LIABLE FOR ANY DELAY OR FAILURE TO FULFILL ITS OBLIGATIONS HEREUNDER THAT RESULTS FROM AN ACT BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF NATURE, WAR, CIVIL DISTURBANCE, TERRORISM, COURT ORDER, OR LEGISLATIVE OR REGULATORY ACTION.

14. Miscellaneous

14.1 Applicable Law. The rights and obligations of the Parties under this Agreement shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. This Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of choice of law rules. Both Parties

agree to submit exclusively to the personal jurisdiction of the applicable Federal or State court in Los Angeles County, California.

14.2 Attorneys' Fees. In the event of any litigation between the Parties hereto, the losing Party shall pay the prevailing Party's cost and expenses in such litigation, including, without limitation, court costs, reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either Party in enforcing a judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

14.3 Assignment. Neither this Agreement, nor any rights granted hereunder, may be assigned by either Party voluntarily or by operation of law without the other Party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Newegg may assign this Agreement without Seller's prior consent to any Affiliate of Newegg, in connection with corporate reorganization, or in connection with the sale of all or substantially all of Newegg's business or assets (whether by merger, sale of assets, sale of stock or otherwise). Any attempted assignment in violation of this section shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, any successor or valid assign of either Party.

14.4 Headings: Construction. The headings to the sections, sub-sections and parts of this Agreement are inserted for convenience of reference only and are not intended to be part of or affect the meaning or interpretation of this Agreement. Any ambiguity in this Agreement shall be interpreted equitably without regard to which Party drafted the Agreement or any provision thereof. The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement.

14.5 Non-Waiver. The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the full rights to require such performance at any time thereafter. The waiver by either Party of a breach of any provisions hereof shall not be taken, construed, or held to be a waiver of the provision itself or a waiver of any breach thereafter or a waiver of any other provision hereof.

14.6 Notices. Unless otherwise specifically indicated elsewhere in this Agreement, any notice or communication permitted or required hereunder will be in writing and will be delivered by facsimile transmission with confirmation of receipt, in person, or by courier, or mailed by certified or registered mail, postage prepaid and addressed as set forth on the signature page of this Agreement or to such other facsimile number or address as either Party may provide from time to time to the other. In addition, notices to Seller may be delivered by email to Seller at the most current email address provided by Seller to Newegg. If notice is given in person, by courier, by email or by facsimile, it will be effective upon receipt; and if notice is given by mail, it will be effective three (3) business days after deposit in the mail.

14.7 Relationship of the Parties. The Parties hereto are independent contractors and nothing contained in this Agreement shall be deemed or construed to create the relationship of partnership or joint venture or principal and agent or of any association or relationship between the Parties. Seller acknowledges that it does not have, and Seller shall not make any representation to any third

party either directly or indirectly indicating that Seller has, in any way, authority to act for or on behalf of Newegg or to obligate Newegg in any way whatsoever. Each Party is responsible for all taxes, duties and other governmental assessments incurred by it as a result of such Party's performance under this Agreement, and Seller shall reimburse Newegg for any sales, use, VAT, excise, or other tax, duties or levies (other than taxes on Newegg's income and taxes for which Seller is exempt), including any penalties and interest, which Newegg may be required to collect or remit to applicable tax authorities in connection with the sale of Seller's Products pursuant to this Agreement.

14.8 Severability. A judicial determination that any provision of this Agreement is invalid, in whole or in part, shall not affect the enforceability of those provisions unaffected by the finding of invalidity.

14.9 Survival. Notwithstanding the termination or expiration of the Term of this Agreement or any renewal period thereof, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or earlier termination shall survive, including, without limiting the foregoing, the terms in Sections 7, 12, 13, and 14.

14.10 Counterparts, Duplicate Originals. This Agreement may be executed in any number of counterparts or duplicate originals, all of which shall be considered one and the same agreement. Facsimile signatures on one or more counterparts of this Agreement shall be as effective as original signatures. This Agreement may be signed in both an English language and a Chinese language counterpart, but in the event of a conflict between the English language version and the Chinese language version, the English language version shall control.

14.11 Entire Agreement and Modification. This Agreement, including any addenda attached hereto and fully incorporated herein, constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and fully supersedes any and all prior or contemporaneous written or oral communications or agreements between the Parties respecting the subject matter hereof, including but not limited to any terms and conditions contained on any pre-printed forms, purchase orders, purchase order acknowledgement and invoice. Newegg may revise any of the terms or conditions contained in this Agreement, including but not limited to any portion of Appendix A, at any time and solely at Newegg's discretion, by posting a new version of this Agreement containing such revisions on the Seller Portal or the Website, and Seller is responsible for reviewing these locations and informing itself of applicable revisions. SELLER'S CONTINUED USE OF THE WEBSITE FOR MORE THAN SEVEN (7) CALENDAR DAYS AFTER NEWEGG'S POSTING OF ANY CHANGES TO THIS AGREEMENT WILL CONSTITUTE SELLER'S ACCEPTANCE OF SUCH CHANGES. IF SELLER DOES NOT AGREE TO ANY CHANGES TO THIS AGREEMENT, SELLER MUST TERMINATE THIS AGREEMENT AS PROVIDED ABOVE.

14.12 Agreement Not Applicable to United States Marketplace Sales. The terms of this Agreement shall not govern offers or sales of products on the Website to consumers and visitors to the Website who are residents of or located in the United States of America.

Appendix A

Global Selling Program Standard Discount (Commission) Rates

Newegg's Discount for all Products (regardless of Product category) sold to Customers located in the People's Republic of China is 15%.

Newegg's Discount for Products sold to Customers not located in the People's Republic of China (exclude Customers located in United States and Canada) varies by Product category, as follows:

Product Category	Types of Products	Newegg Discount
Apparel & Accessories	Sunglasses, shoes, wallets	15%
Appliances	Refrigerators, vacuums, coffee machines	12%
Arts & Crafts	General crafts, printmaking, pottery, ceramics & sculpting	13%
Auto & Hardware	Car electronics, parts & accessories, tires	12%
Baby	Health & safety, strollers, apparel	15%
Bags & Luggage	Travel, business cases, backpacks	15%
Beauty	Shavers, skincare, fragrance	14%
Books, Media & Entertainment	Textbooks, new & used books	13%
Camera & Photo	DSLR, point & shoot, lenses & accessories	10%
Cell Phone Accessories	Cases, cables, wired headsets & speakers	13%
Computer Hardware	Notebooks, desktop PCs, monitors	10%
Consumer Electronics	Tablets, LED TVs, audio	10%
DVD & Videos	Popular titles, collections, greatest hits	12%
Health & Personal care	Vitamins, supplements, hygiene	14%
Home & Living	Vacuums, furniture, cookware	14%
Home Improvement	Home automation, portable generators, power tools	14%
Jewelry	Necklaces & pendants, earrings, men's accessories	14%
Musical Instruments	Microphones, PA speakers, electric guitars	12%
Office Supplies	Gaming chairs, office furniture, ink & toner	13%

Product Category	Types of Products	Newegg Discount
Outdoor & Garden	Grills, pool supplies, outdoor heaters	14%
Pet Supplies	Dog training aids, fish care, cat furniture & scratchers	13%
Software	Business & personal finance, operating systems, PC games	15%
Sporting Goods	Cardio equipment, bikes, binoculars & telescopes	14%
Toys Games & Hobbies	Drones, RC, learning & educational	12%
Unlocked Cell Phones	iOS, Android, Windows	8%
Video Game Consoles	Xbox One, Playstation 4, Nintendo Wii	8%
Watches	Men's, women's, smart watches	14%
Other		15%