

DJI Affiliate Program Agreement

WHEREAS Party A and its affiliates are developer(s), producer(s), and after-sales service provider(s) of UAV products and camera holder products of DJI brands, and Party A is the founder of DJI Affiliate Program; WHEREAS Party B is willing to become DJI Affiliate in accordance with this Agreement and promote the product specified in this Agreement; NOWHEREFORE the Parties have entered into this Agreement through friendly negotiation in accordance with the principles of reciprocity and mutual benefit, and agree as follows:

I. Definitions

Unless otherwise agreed or prescribed hereunder, the following terms shall have the following meanings in this Agreement:

Party A: DJI Baiwang Technology Company Limited, together with its affiliates, which including but not limited to, SZ DJI Ronin Technology Company Limited, iFlight Technology Company Limited, HK DJI Ronin Technology Company Limited, DJI Europe B.V., etc.;

Party B: you, refers to the members who voluntarily join the DJI Affiliate Program, and agree to promote DJI product according to this Agreement;

DJI Affiliate Program: a membership organization that promote DJI products and obtain commissions according to this Agreement;

DJI Affiliate: refers to any member(s) of the DJI Affiliate Program that use(s) the DJI Affiliate Program's services for promotion as well as any other affiliate(s) that recognize(s) and undertake(s) to observe these DJI Affiliate Program rules in any other way;

DJI Credit: is the virtual currency that can be used as currency in the official DJI online store and its basic unit is equal in value to \$1 USD;

Product: refers to the equipment and the main components marketed in the online shopping center of DJI website;

Agreement: refers to this Agreement, including any annexes hereto and any other written document confirmed by the Parties related to the promotional relationship between the Parties;

Annexes: refers to the documents annexed to this Agreement which, together with the body herein contained, constitute a complete agreement.

II. Rights and Obligations

1. Party B is willing to act as a member of DJI Affiliate Program and promote the Product, and is willing to be binding to the DJI Affiliate Program's administrative system for DJI Affiliates' ranking (Annex 1).

2. Basic Relationship Between the Parties

1) Party A is responsible for the development, production and quality management of Products;

2) As DJI Affiliate, Party B shall promote the Product only; Party B shall not represent Party A under any circumstance(s) without Party A's prior written authorization or approval.

3. Party B shall ensure the legality of its promotional activities, including the form and the content. The promotional channel/promotion shall not include any of the following:

(1) Any content determined to be objectionable in nature according to the basic principles set forth in the Constitution of the P.R.C.;

(2) Any content that threatens national security, disseminates state secrets, diminishes state power, or disrupts national unity;

(3) Any content that is harmful to the state's honor and/or interest(s);

(4) Any content that instigates racial bias, promotes racial discrimination, or disrupts racial harmony;

(5) Any content that is discriminatory toward any race or targets any person, unit or, organization;

(6) Any content that is contrary to the state's religious policy; promoting any heresy or superstitious belief;

(7) Any content that spreads rumor, disrupts the social order, or impairs social stability;

(8) Any content that spreads obscenity, pornography, violence, killing, terrorism, or instigates crime(s);

(9) Any content containing insult or slander directed at a person or people or that is extremely blasphemous or offensive;

(10) Any content that was obtained by illegal or illegitimate means

(11) Any content relating to gambling or casino;

(12) Any content relating to illegal drugs or drug paraphernalia;

(13) Any content that sells or promotes prescription drugs;

(14) Any content that sells or is related to tobacco;

(15) Any content that sells weapons or munitions (e.g. guns, parts of guns, fighting knives, and/or stun guns);

(16) Any content that sells imitations of branded products or fake products;

(17) Any content that sells or distributes semester reports or student theses;

(18) Any content that infringes upon or is suspected of infringing upon the intellectual property rights of others, including but not limited, to patents, trademarks and copyrights;

(19) Any content that compromises the trade secret(s) of others;

(20) Any content that misappropriates or misrepresents the website of a third party in any way;

(21) Any content that promotes a scam or scams (including but not limited to promoting "become rich quickly" etc);

(22) Any content that infringes upon, or is prohibited by, law or administrative regulation; that advertises any illegal activity or infringes the legal rights of a third party.

4. Party B agrees and undertakes to carry out promotional activities in accordance with Party A's requirements, and shall not adopt the following promotion methods:

(1) promote in the form of spam messages in the forum/post comments area or any web page comments area, and/or by sending spam or text messages;

(2) promote through the click to pay advertising;

(3) promote through the search engine marketing channels which include but not limited to, Google, Baidu, Yahoo, Bing, etc.;

(4) promote through any "jump link", of which refers to an intermediate website or web page directly jumps to the DJI official website, with no other click link;

(5) promote through the methods of cash return, bundle with other products, ultra-low-cost resale or other disguised discounts forms.

5. The creative work produced by Party B outside Party A's website is attributed to Party B and only Party B; such content shall not represent Party A in any way. In the event that any picture(s), word(s), music, etc. infringe upon the intellectual property rights of any third party or cause any other loss, Party B shall bear and accept any and all resulting legal consequences.

6. If Party B adversely affects Party A, in any way, due to negligence or fault during the promotional activity, including, but not limited to, (1) damaging Party A's fame, image, or brand reputation, (2) inciting complaint(s) of infringement from any third party, (3) prompting a lawsuit by any third party, or (4) disseminating Party A's confidential information, Party B shall render any and all reasonable compensation(s) payable to Party A.

7. Party B will achieve Commission on the condition that Party B promotes DJI Products in accordance with this Agreement.

1) Basic Principles for Calculation of Commissions: Commission is calculated based on the actual price that customers pay for any DJI products (excluding shipping costs). Commission will be given based on this price only. If DJI entrusts a third party to provide service to the customer (e.g.: "delivery", "home service", etc), these service fees will not be considered part of the purchase price for the purposes of calculating any commission.

2) How to earn Commission.: DJI Affiliate can obtain product links (hereinafter "Links") through the DJI Affiliate Programs from dji.com, and share them on Social Media. If customers click these Links to store.dji.com and buy products via those referral Links, DJI Affiliate will receive commission according to the commission rate set by the DJI Affiliate Program. If customer does not close the browser or mobile app (just presses the "home" button on the phone) and logs onto the DJI online store via the same browser or mobile app within 30 days (counted from the first time they log on), DJI Affiliates may still receive DJI Credits as commission according to the commission rate set by DJI Affiliate Program.

3) DJI Affiliates can check his/her DJI Credit record on the "My Account" page. DJI Credit cannot be redeemed for cash or transferred to other DJI Affiliate's accounts. A DJI Affiliate can use DJI Credit to make a purchase on DJI online store by typing in the number of DJI Credits to be used at checkout. DJI Affiliates can choose other payment methods if DJI Credit is not sufficient to cover the entire purchase (Shipping fees cannot be covered by DJI Credits).

4) If customer visits DJI online store and buys qualifying products after opening Links sent by more than one DJI Affiliate, only the DJI Affiliate of the Link that the customer clicked most recently will receive commission.

5) Settlement Date of Commission: The time when the commission is paid to the DJI Affiliate shall be as follows:

A. DJI Affiliate will receive commission, in the form of DJI Credits, 15 days after the customer confirms receipt, assuming no refund is requested during this period.

B. If major incident or Force Majeure affects the date of commission payment, DJI has the right to change the date of payment and will inform DJI Affiliates in advance.

6) For currency exchange, DJI will refer to the exchange rate of the month set by the People's Bank of China or other related financial institutions. The exchange rate used by DJI will change on a regular basis. DJI may use the exchange rate directly without informing you. It may differ from the current exchange rate in the market.

7) If Party B and/or the end user who purchase DJI Product through Party B's promotion link chooses to use coupons other than educational coupons, Party B will not achieve the Commission agreed under this Agreement.

8) Refund: If customer requests a refund and is been successfully refunded i) before the customer confirms receipt, or ii) within 15 days after the customer confirms receipt, DJI will deduct commission according to the claimed refund amount from the full payable commission before actually paying DJI Affiliate.

9) Cheating: If the promotional behavior of a Party B goes against relevant regulations or is recognized as a violation of DJI policy at DJI's judgment, DJI has the right to withdraw any commission which is obtained by Party B in that month and/or previously of which such behavior happens. If DJI has not awarded any commission to Party B, DJI retains the right not to make the payment. If Party B disagrees with the result, Party B shall provide evidence which includes but not limited to, the URL and website screenshots of the promotion link. Party A reserves the right to make final decision.

8. Product Price

1) Party A may determine the Product's retail price at its discretion, and Party B shall promote the Product at the price offered in the online store of DJI's official website and/or other price separately

2) As for the retail price offered above, Party A agrees that it shall be the same for all the DJI Affiliates;

3) Party A may, at its own discretion, adjust the retail price of products relating to the promotion Links by notifying Party B in writing. Unless agreed to by Party A, in writing, the retail price promoted by Party B shall not violate Party A's general pricing policy;

4) If Party B believes that the product's retail price is not reasonable, it may advise Party A in writing, and Party A shall determine whether to adjust the retail price within 3 days after receiving Party B's request.

III. Intellectual Property Rights

1. Party B shall not register or apply for the registration of any name or domain name that contains DJI's brand (the name may include without limitation Party B's company name (full name or short name) and promotion channel name, etc., and domain name refers to the domain name of all the websites of Party B (including but not

limited to the promotion channel)); in addition, the name and domain name of the Party B may not fall into the following circumstances:

(1) Use any name or domain name that contains DJI or DJI's brand or may cause misunderstanding among consumers;

(2) Use any name or domain name that intends to represent or imply that it has certain relationship with DJI and/or its management (e.g. shareholding/controlling relationship, joint venture/partnership, interpersonal relationship, agency, union or strategic cooperation relationship);

Main characteristics: e.g. adopt any domain name, name or their composition that relates to or is similar with DJI and/or its management;

e.g. dajiangdji.com, djdij.com, wangtaodji.com

(3) Use any name or domain name that maliciously insults DJI or DJI website and/or its management;

(4) Use any name or domain name that may easily give rise to disputes;

(5) Use any name or domain name that may harm the rights and interests of customers, hurt the customers' user experience, disrupt the DJI Affiliate Program's cooperation order, or cause any adverse effect to DJI or DJI's products or relevant brand, or give rise to unfair competition against DJI or infringe the legal rights and interests of DJI.

2. During the promotion activities, Party B shall not infringe upon the rights and/or interests of any third party; otherwise, Party B shall undertake all the responsibilities.

IV. Term, Revision and Termination of this Agreement

1. Party A may, at its own discretion, revise the rules (including commission rates) on the basis of the business development and announces it on the website of DJI Affiliate Program (u.dji.com, the same as below) or otherwise notify the Party B, and Party B shall review the revised rules in a timely manner. If Party B does not accept the revision, it must stop using the DJI Affiliate Program's services; in case Party B continues using the DJI Affiliate Program's services, it shall be deemed that the revised rules have been accepted.

2. If Party B has any suggestion on the revision of this Agreement, it shall notify Party A in writing for the Parties to negotiate.

3. During the valid period of this Agreement, if any Party fails to correct any of the following material breaches of this Agreement within 3 days, the other Party may notify breaching Party in writing to terminate the Agreement and demand compensation for relevant losses:

1) Make any false promise or provide any false information as regards the promotion relationship;

2) Party B breaches the agreement and promote the product with a disguised discount; or Party B conducts any illegal promotion in the opinion of Party A;

3) One Party delays in payment of any fee relevant to this Agreement.

V. Miscellaneous

1. Confidential Information

1) Party B shall try its best to protect the intellectual property rights of Party A, and may not decode, reverse engineer or copy any product of Party A or transfer Party A's product to any third Party; and Party B promises that it shall not decipher the products in any way;

2) Before Party A's confidential information, including without limitation, trade secret, is legally disclosed, Party B may not leak any confidential information of Party A that is learned due to this Agreement or use such confidential information beyond the scope of this Agreement.

2. Validity of this Agreement

This Agreement shall be binding upon the Parties as soon as it is signed.

3. Dispute Resolution

1) The interpretation, performance, and dispute resolution of this Agreement shall be governed by the law of the People's Republic of China.

2) Any dispute arising from the performance of this Agreement shall be resolved by the Parties through friendly negotiation. Should such negotiation fail, either Party may file a lawsuit at applicable court of Nanshan District, Shenzhen City. Unless specifically prescribed in the binding judgment, both the court fee and the lawyer's fee shall be paid by the losing Party.

3) During the dispute resolution, all the clauses that are irrelevant to the dispute shall remain in force.

4) Party A reserves the right for interpretation of this Agreement.