

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; By clicking “I Agree”, you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions:

I. Definitions

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

Party A (“DJI”): 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 member who voluntarily join the DJI Affiliate Program, and agree to promote Party A’s products according to this Agreement, also “DJI Affiliate”;

DJI Affiliate Program: a membership organization that allows DJI Affiliate to promote DJI products and obtain commissions according to this Agreement, its official website is <http://u.dji.com/>;

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 Select: You will be eligible to purchase DJI Select if you purchase a DJI consumer product* at the DJI Online Store. *DJI consumer products include: Mavic 2 series, Mavic Air, Mavic Pro series, Spark, Phantom series, Osmo Mobile, Osmo Mobile 2, Osmo, Osmo +, and DJI Goggles. DJI professional products include but are not limited to: Inspire series, Osmo Pro/RAW, Zenmuse series, Ronin series, and Industrial series;

DJI Credit: is the virtual currency that can be used to offset the amount payable in the DJI Online Store (<https://store.dji.com>) and the credit is equal in value to whatever currency Party B selected when registering his or her account;

Product(s): refers to the equipment and the main components marketed in the DJI Online Store;

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.

II. Rights and Obligations

1. Party B is willing to become 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.

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. Party B shall produce the promotion advertisement by using the materials directly acquired from DJI Affiliate Program only, such use must not modify, cover, replace or alter in any other form of the materials. In the event that any promotion advertisement produced by Party B, including but not limited to picture(s), word(s), music, infringes the intellectual property rights of any third party or cause any other loss, Party B shall be responsible for 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 may receive Commission A or Commission B on the conditions that Party B promotes DJI Products successfully in accordance with this Agreement.

1) Commission A: end-consumer clicks the promotion advertisement hyperlink produced by Party B by using computer or handheld device, and the webpage of DJI Online Store is successfully loaded in the internet explorer, Commission A will be paid to Party B, according to the relative rate agreed by both Parties.

2) Commission B: if in 30 days from the date when end-consumer clicks the promotion advertisement hyperlink produced by Party B by using computer or handheld device, and the webpage of DJI Online Store is successfully loaded in the internet explorer, the said end-consumer successfully purchases the Product, Commission B will be paid to Party B, according to the relative rate agreed by both Parties.

3) Basic Principles for Calculation of Commission B: Commission B is calculated based on the actual price that end consumers pay for any Product (excluding shipping costs).

4) Bonus Commission: Party B may have bonus commission if the promotion is effective. Party A will evaluate the promotion activities carried by Party B, based

on click-through rate, sales figures, market conditions and so on. Party A shall have the sole discretion to set and decide the method to calculate and pay the Bonus Commission to Party B. In order to avoid any divergent interpretations, Party A shall have the sole discretion to determine the terms and conditions of the Bonus Commission and to notify Party B any revision or termination of such Bonus Commission. No past experience or any other Affiliate's amount of Bonus Commission shall be related to the Bonus Commission of Party B.

- 5) 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).
- 6) If end-consumer 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.
- 7) 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, Party A has the right to change the date of payment and will inform DJI Affiliates in advance.
- 8) For currency exchange, Party A 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. Party A may use the exchange rate directly without informing you. It may differ from the current exchange rate in the market.
- 9) If the end-consumer who purchases Product by clicking the promotion advertisement hyperlink produced by Party B satisfy the requirements as DJI Select, Party B will not receive any Commission.
- 10) If Party B and/or the end-consumer who purchases Product by clicking the promotion advertisement hyperlink produced by Party B, chooses to pay with coupons other than educational coupons, Party B will not receive any Commission.
- 11) Refund: If end-consumer requests a refund within 15 days after the he/she confirms receipt of Product and is been successfully refunded, Party A will deduct the respective Commissions from the payable Commissions to Party B.
- 12) Cheating: If Party B's promotional behavior goes against relevant regulations or is recognized as a violation behavior of DJI policy by Party A, Party A shall refuse to pay the Commissions payable to Party B, and Party B shall refund any Commissions paid by DJI for the month when such behavior happens. If any disagreement arises, Party B shall provide evidence which includes but not limited to, the URL and website screenshots of the promotion link, to prove the behavior

is complied with regulations or policy. 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 DJI Online Store 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 Party A'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 Party A or Party A'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 Party A 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 Party A and/or its management;

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

(3) Use any name or domain name that maliciously insults Party A 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 Party A or Party A's products or relevant brands, or give rise to unfair competition against Party A or infringe the legal rights and interests of Party A.

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 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 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 disclose 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 date when Party B clicks "I Agree" after having read this Agreement.

3. Dispute Resolution

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

2) Any dispute arising from, or in connection with the contract shall be first settled through friendly negotiation by both Parties. In case no settlement to disputes can be reached through amicable negotiation by both Parties, the disputes shall be submitted to Nanshan District Court, Shenzhen City. Court costs and attorneys' fees shall be borne by the losing party, unless specifically prescribed in the court's judgment.

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