

Social Media Influencer Incentive Program Terms and Conditions

Welcome to Newegg's Social Media Influencer Incentive Program ("Program")! These Social Media Influencer Program Terms and Conditions ("Terms and Conditions") govern the relationship between the participating influencer ("you" or "Influencer") and Newegg ("we" or "Company") in promoting our products, including but not limited to computer hardware and components, through various social media platforms.

1. Eligibility and Participation

- 1.1. To participate in our influencer program, you must have active and valid social media accounts on any of the following platforms including but not limited to YouTube, Instagram, and/or TikTok.
- 1.2. We reserve the right to accept or reject any Influencer application in our sole discretion without giving any reason.
- 1.3. You may not participate in our program if you are below 18 years old or if you are otherwise prohibited by applicable law.
- 1.4. Your participation in the Program constitutes your acknowledgement that you have the legal authority to bind yourself to, and your acceptance of, these Terms and Conditions. You acknowledge that you have read and agree to be bound by these Terms and Conditions and to comply with all applicable laws, regulations, and/or rules with regard to your participation of the Program. If you do not agree to these Terms and Conditions, then you may not participate in the Program.
- 1.5. From time to time, Company may update the Program and these Terms and Conditions. Your participation in the Program after Company posts changes to these Terms and Conditions constitutes your agreement to those changes effective immediately and prospectively from the date of such changes. Company may, in its sole discretion, and at any time, discontinue this Program, with or without notice. You agree that you do not have any rights in this Program and Company will have no liability to you if this Program is discontinued or your ability to participate in the Program is terminated.

2. Revenue Tiers and Incentives

Our program has five different revenue tiers based on the amount of revenue generated by your referrals, as follows:

- Entry Level: \$0 to \$99,999 USD in sales;
- Platinum Level: \$100,000 to \$999,999 USD in sales; and
- God Mode Level: More than \$1,000,000 USD in sales

Influencer who meet the minimum sales threshold for each revenue tier will be eligible for the corresponding incentives offered by the Company. The incentives may include commissions, free products, or perks such as access to Company's studio space, team outings, or sponsored trips.

The incentives for each revenue tier are as follows:

- 2.1. Entry Level: Influencer will only be paid the affiliate commission as defined by the Company.

- 2.2. Platinum Level: Influencer may be invited by Company to participate in Company sponsored team outings. Company may pay for the outing directly or Company may reimburse the influencer, in whole or in part, for the team outing. In addition, Company may offer to influencer sponsorship to a tech convention of Company's choosing. Sponsorship will include the cost of convention ticket, travel, and lodging. Additional terms apply, and parties may be required to enter into additional agreements as applicable.
- 2.3. God Mode Level: Company may offer to influencer a sponsored trip for two (2) to an all-inclusive resort, or a trip of equivalent value. Company may pay for the trip to the resort directly or Company may reimburse Influencer, in whole or in part, for the trip. Additional terms apply, and parties may be required to enter into additional agreements as applicable.

3. General Terms

- 3.1. Influencer must comply with all applicable laws and regulations, including but not limited to those relating to advertising, marketing, and promotions.
- 3.2. The Company may terminate Influencer's participation in the program at any time without notice, for any reason. The Company may also modify or terminate the program at any time without notice.
- 3.3. Influencer may not use the Company's trademarks, logos, or other intellectual property without the Company's prior written consent.
- 3.4. The Company is not responsible for any losses or damages suffered by Influencer as a result of their participation in the program.
- 3.5. These Terms and Conditions constitute the entire agreement between the parties and supersede all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral.
- 3.6. These Terms and Conditions will be governed by and construed in accordance with the laws of California, without giving effect to any choice of law or conflict of law provisions. Any dispute arising out of or relating to these Terms and Conditions, or the breach thereof, will be resolved by arbitration in accordance with the rules of the arbitration service specified by the Company.
- 3.7. The failure of either party to enforce any provision of these Terms and Conditions will not be construed as a waiver of such provision or of the right to enforce it in the future.
- 3.8. If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- 3.9. Influencers may not assign or transfer their rights or obligations under these terms and conditions without the prior written consent of the Company.