



Snapmaker Affiliate Program Agreement

This Snapmaker Affiliate Program Agreement (this “**Agreement**”), dated as of _____, is entered into by and between:

1. Shenzhen Snapmaker Technologies Co., Ltd. (深圳快造科技有限公司), a limited liability company duly incorporated and validly existing under the laws of the People’s Republic of China (the “**PRC**”) (hereafter referred to as “**Snapmaker**”); and
2. [_____ (Passport number: _____), and having his/her address at _____ .] / [_____, a limited liability company duly incorporated and validly existing under the laws of _____] (hereafter referred to as “**Influencer**”, and together with Snapmaker, collectively the “**Parties**”, and each, a “**Party**”).

WHEREAS, Snapmaker desires to collaborate with the Influencer to promote Snapmaker 3-in-1 3D Printer (the “**Good**”) in prominent social media (such as YouTube, TikTok, Instagram, etc.) or Influencer’s self-media.

WHEREAS, the Influencer desires to participate in the Snapmaker Affiliate Program (as defined below) to obtain Affiliate Reward (as defined below) or advertisement fee.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions.

Unless otherwise defined in this Agreement, the capitalized terms used herein shall have the meaning as set forth below:

“**Affiliate Link**” means an https link that is unique to Influencer desiring to participate in the Snapmaker Affiliate Program and to be presented by such Influencer to Connected Customers for the use of connecting to the Snapmaker online store.

“**Affiliate Reward**” means the service fee rewarded by Snapmaker to the Influencer upon Connected Customer’s Qualified Purchase, which shall be calculated based on certain percentage of the consumed amount under such Qualified Purchase.

“**Agreement**” has the meaning set out in the preamble and includes all schedules and exhibits hereto.

“**Connection**” means individuals with whom the Influencer has a genuine relationship, including but not limited to certain persons who have opted in to receive emails or messages from the



Influencer by signing up for a mailing list that the Influencer operates, or who follows the Influencer on a social media account.

“**Connected Customer**” means a person or entity that uses the Affiliate Link to make a Qualified Purchase on the Snapmaker online store, enabling the Influencer to become eligible to potentially receive an Affiliate Reward.

“**Cookie Days**” means a time range of how long a Connected Customer has to purchase after clicking on the Affiliate Link in order to credit the affiliate. If the Connected Customer does not click on the Affiliate Link again and places an order after the cookie day period has elapsed, the conversion will not be marked as a Qualified Purchase.

“**Qualified Purchase**” means a Connected Customer completed a qualified purchase by (i) navigating to the Influencer’s Affiliate Link, instead of navigating away by another Affiliate Link, (ii) directly purchasing a Good from Snapmaker online store within [30] Cookie Days and make actual payment, (iii) keep the order effective, and (iv) take the delivery and keep the Good beyond any eligible return date.

“**Snapmaker Affiliate Program**” means a promotional program for the Good. Under the program, each Influencer has a unique Affiliate Link, and each Influencer will receive an Affiliate Reward after a Connected Customer completes a Qualified Purchase via using the Affiliate Link.

In this Agreement, words denoting the singular include the plural and vice versa; words denoting a gender include every gender.

2. Scope of Collaboration

2.1. The Parties agree to cooperate in good faith and perform their respective obligations for the collaborations set forth in this Clause 2 of this Agreement (the “**Collaborations**”). The detailed work flow and procedures for the Collaborations may be further amended, agreed, supplemented or confirmed by the Parties from time to time.

2.2. During the Term of this Agreement, the Influencer agrees to provide the following services (“**Service**”):

- (a) Publish, post, and/or repost promotional videos created by themselves, promotional articles drafted by themselves, advertisements and pictures of Snapmaker (the “**Influencer Work**”) on its social media pages or its owned or operated web presence, in accordance with Snapmaker’s media strategy, marketing strategy and brand strategy, and in compliance with Snapmaker’s instruction in relation thereto. The Influencer shall fulfill the promulgation requirements of Influencer Work as set forth in Schedule 1.

- (b) Snapmaker provides a unique Affiliate Link with each Influencer, which shall be attached to each Influencer Work that the Influencer publish, post or repost in the meantime.
 - (c) Once the Influencer accomplishes the sales target applicable to it as set forth in Schedule 2, the Influencer is qualified to participate in the corresponding Snapmaker Affiliate Program, and receive an Affiliate Reward for the Services in accordance with the Affiliate Program Terms as set forth in Schedule 3 and this Agreement. The Sales Target and its applicable Affiliate Reward are set forth in Schedule 2. Snapmaker will review the Qualified Purchases completed by the Influencer for each 3-month period following the date hereof, and might adjust the sales target and Affiliate Reward set forth in Schedule 2 at its sole discretion for the Influencer.
 - (d) Such other scope of collaboration as agreed between Snapmaker and the Influencer from time to time.
- 2.3. During the Term of this Agreement, Snapmaker agrees to send one set of the Good to the Influencer for free / sell the Good to the Influencer with discount at _____ / sell the Good in market price/ pay____ and send one set of the Good. ***(Please tick for the applicable one.)***
- 2.4. During the Term of this Agreement, Snapmaker agrees to provide the Influencer with suggested directions, requirements, topics and any relevant material required for the production of the videos and test reports, if necessary. The Influencer, having consulted with Snapmaker, may adjust the length and content of the promotional videos or articles as he/she deems fit.
- 2.5. Both Parties agree that the Collaborations are purely for the purpose of promoting the Good to the public in the form of video, article, advertisement, etc. The promotional videos, articles, advertisement and other materials produced by the Influencer under the Collaborations (collectively the “**Promotional Materials**”) shall be provided to Snapmaker free of charge.
- 2.6. Both Parties agree that, at the request of Snapmaker, the draft of Promotional Materials shall be provided to and confirmed by Snapmaker before such Promotional Materials are published or displayed on any platform available to the public. If the content harms Snapmaker’s brand, Snapmaker is entitled to request the Influencer to make revisions to such Promotional Materials at no cost to Snapmaker, until Snapmaker is satisfied with the final product of such Promotional Materials.
- 2.7. The Promotional Materials shall be published or posted in time on or before the deadline as specified by Snapmaker or any third party designated by Snapmaker.

3. Intellectual Property Rights

- 3.1. All information, documents and materials, including without limitation all **Promotional Materials**, discovered, prepared, produced or provided by the Influencer or any officers, employees or agents of the Influencer, in the performance of, or incidental to the performance of, this Agreement, and all Intellectual Property Rights therein, shall be shared between Snapmaker and the Influencer, and shall be delivered to Snapmaker upon request. Without the prior written consent of Snapmaker, the Influencer shall not register nor attempt to register any Intellectual Property Rights for Promotional Materials.
- 3.2. The Influencer hereby grants to Snapmaker and its affiliates, licensees, successors, and assigns (collectively, “**Snapmaker Group**”) an unrestricted, sub-licensable, assignable, irrevocable, perpetual, worldwide, royalty-free license to his/her voice, image, persona, likeness, and performance in any audio, visual, and audiovisual recordings (including, but not limited to, photographs, digital images, digital video, digital audio, video tape, and audio tape) taken or to be taken of him/her and uploaded to the designated channels by Snapmaker in connection with the Collaborations (the “**Content**”). This license includes without limitation the right to:
- (i) reproduce, modify, create derivative works of, and otherwise use the Content or derivative work thereof, in whole or in part, in any manner and matter or in combination with any other material, in any format or media, whether now existing or hereafter devised, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video, audio, and all formats of computer readable electronic, magnetic, digital, laser, or optical based media (the “**Content Works**”); and
 - (ii) publicly display, publicly perform, sell, rent, distribute (directly or indirectly), transmit, or broadcast the Content Works by any means now known or hereafter devised.
- 3.3. The Influencer hereby waives all rights, including any right of prior approval, and release Snapmaker Group from, and will neither sue nor bring any proceeding against Snapmaker Group for, any claim or cause of action, whether now known or unknown, for defamation, copyright infringement, and invasion of the rights to privacy, publicity, or personality or any similar matter, or based upon or relating to the use and exploitation of the Content.
- 3.4. The Influencer agrees that there is no obligation to use the authorization, release and waiver granted by the Influencer under this Agreement. The term of this authorization, release and waiver shall continue in perpetuity.
- 3.5. The Influencer agrees that Snapmaker has no obligation to (i) store or reformat the

Promotional Materials; (ii) disclose the Promotional Materials to a public press; or (iii) display the Promotional Materials on the Platforms or any websites owned or controlled by Snapmaker and/or its affiliates, in offline marketing media and/or online social networking services including but not limited to Facebook, Twitter, YouTube, Instagram, WeChat, Weibo.

- 3.6. Except as set forth in a schedule or otherwise expressly agreed to in writing by the Parties, nothing in this Agreement will be deemed to grant or assign to a Party any ownership rights, license rights, authorization rights or interests of any kind in the other Party's products, services or technology or in the other Party's Intellectual Property Rights or proprietary rights.

4. Payment

- 4.1. Subject to the terms and conditions of this Agreement, in respect of the Services provided by the Influencer pursuant to this Agreement, Snapmaker agrees to pay Influencer either of the service fee as set forth below (collectively the "**Fee**"):

(i) the advertisement fee as set forth below:

_____ ; or

(ii) the applicable Affiliate Reward if the Influencer completes the sales target as set forth in Schedule 2.

- 4.2. The Parties agree that (i) the Fee shall be settled on a 3-month basis; (ii) the outstanding Fee by the end of each 3-month payable to Influencer that has been duly confirmed by the Parties, shall be paid by Snapmaker to the Influencer by the end of the following month ("**Payment Date**"); (iii) upon Snapmaker notifying the Influencer of the amount of outstanding Fee payable each period to Influencer, Influencer shall confirm or raise objections (with corresponding reasons) to Snapmaker on such amount in writing within 5 working days after receiving such notice; otherwise, such amount of outstanding Fee shall be deemed to have been accepted by the Influencer.

- 4.3. All amounts otherwise due and payable by Snapmaker to the Influencer under this Agreement are inclusive of any Taxes. The Influencer shall be responsible for any and all Taxes, duties or other assessments levied or based upon the Services and the payments received from Snapmaker pursuant to this Agreement. Snapmaker may be required by law to report payments to Influencers to state, federal and/or local tax authorities. Snapmaker has the right to contact the Influencer by email or other means to request necessary tax reporting information including, but not limited to the Influencer's social security number or other valid taxpayer ID. Failure to provide such information within 30 days will result in the payments of Fee being forfeit. For the purpose of this Agreement, "**Taxes**" means all federal, state, provincial, territorial, county, municipal, local or foreign taxes, including but not limited to sales, use, license, excise, good and services, value added, stamp or transfer taxes, duties, imposts, levies, assessments, tariffs, fees, charges or withholdings of any nature whatsoever levied, imposed,

assessed or collected by a taxation authority together with all interest, penalties, fines or other additional amounts imposed in respect thereof, but for greater certainty excludes any of the foregoing which are (i) based on gross or net income, (ii) franchise taxes, or (iii) property, personal property or rental taxes (collectively “**Excluded Taxes**”). Each party shall be responsible for any and all Excluded Taxes that it is liable for under applicable law.

- 4.4. Notwithstanding anything else contained herein, if any amounts under this Agreement are required to be withheld by Snapmaker from any amount payable by Snapmaker to the Influencer in accordance with applicable law or the requirements of relevant Taxation Authority, Snapmaker will withhold such amounts and pay to the relevant Taxation Authority the amount of such applicable withholdings. For the purpose of this Agreement, “**Taxation Authority**” means any government, state, municipality or any local, provincial, state or other fiscal, customs, excise or taxing authority, body or official anywhere in the world with responsibility for, and competency to, impose, collect, audit, assess, administer or levy any Taxes or make any decision or ruling in respect of any Taxes.

5. Confidentiality

- 5.1. The Influencer shall not in any circumstances directly or indirectly, disclose, or permit the disclosure of, Confidential Information with respect to Snapmaker or any of its affiliates to any Person; provided, however, that the restrictions of the preceding sentence shall not apply to the following disclosure by the Influencer: (i) disclosure of Confidential Information to his/her own Representatives who have a specific need to have access to the Confidential Information for the purpose of this Agreement, including the enforcement of this Agreement; (ii) disclosure of information that was known to the Influencer prior to the date it was received from Snapmaker; (iii) disclosure of information that becomes generally available to the public not due to the fault of the Influencer; (iv) disclosure of information that is lawfully obtained by the Influencer from a Person not under obligation of confidentiality, directly or indirectly, to Snapmaker or any of its affiliates; and (v) disclosure that is required in a judicial or administrative proceeding or as otherwise required by applicable law (in which case, if permitted by applicable laws, the Influencer shall promptly notify Snapmaker in writing so that Snapmaker may contest the required disclosure or seek a protective order, and Snapmaker may disclose only that portion of its Confidential Information that is legally required to be disclosed and shall exercise best efforts to obtain assurance that confidential treatment will be accorded to such information).
- 5.2. The Influencer shall not use, or permit the use by any of his/her Representatives of, any portion of the Confidential Information with respect to Snapmaker or any of its affiliates, for any purpose other than performing this Agreement. Confidential Information shall remain the property of Snapmaker or its respective affiliates, and the Influencer agrees to promptly return to Snapmaker or destroy all copies of the Confidential Information with respect to Snapmaker or Snapmaker’s affiliates that are in its possession or in the

possession of its Representatives.

6. Representations and Warranties

The Influencer represents to Snapmaker that:

- 6.1. the Influencer has full power and authority to enter into, execute and deliver this Agreement and to perform his/her obligations under this Agreement;
- 6.2. this Agreement constitutes the legal, valid and binding obligation of the Influencer, enforceable against him/her in accordance with its terms;
- 6.3. the execution, delivery and performance of this Agreement will not result in a breach of or default under applicable law or under any agreement or instrument to which he/she is a party or by which he/she is bound or to which his/her property or assets are subject;
- 6.4. there is no litigation, arbitration or administrative proceedings pending or threatened or contemplated to which he/she is a party or of which any of his/her property is the subject that, if determined adversely against him/her, would have a material adverse effect on his/her ability to perform his/her obligations under this Agreement;
- 6.5. all consents, license, approvals or authorizations of, filings with, notices to or other acts carried out by or in respect of, any agency or governmental authority or any other Person which are required to be obtained or made, as the case may be, by it in connection with the execution, delivery, performance, validity or enforceability of this Agreement have been obtained or made as the case may be;
- 6.6. the Influencer and any officers, employees or agents of the Influencer possess the necessary skills, expertise, diligence, timeliness and experience to produce the videos in accordance with the provisions of this Agreement and shall be in compliance with any applicable laws at all times;
- 6.7. the Influencer has all rights to grant the licenses provided in this Agreement to Snapmaker Group and the Content is free from any infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights;

7. Term and Termination

- 7.1. This Agreement shall become effective upon the valid execution hereof by the Parties and remain effective for 3 months and the extension as set forth in the written extension notice issued by Snapmaker from time to time (if applicable), unless any earlier termination occurs

pursuant to this Clause 7 (“Term”).

7.2. Notwithstanding any provision in this Agreement, Snapmaker is entitled to terminate this Agreement at its own discretion at any time.

8. Indemnification

The Influencer shall fully compensate, indemnify, defend and hold harmless Snapmaker, its affiliates, their successors and permitted assigns, and their respective Representatives, from and against any and all liabilities, damages, losses, settlements, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys’ fees, of whatever kind or nature, to the extent arising from any breach of this Agreement by the Influencer or any of its affiliates or based on any negligence or misconduct of the Influencer, its affiliates, their successors or permitted assigns, or their respective Representatives with respect to this Agreement.

9. Release and Limitation of Liability

9.1. The Influencer hereby releases, discharges and holds harmless Snapmaker and its officers, directors, agents, representatives and employees, and all others connected with the Collaborations (collectively, the “Released Parties”), from and against any and all claims, actions, damages, liabilities, losses, costs and expenses, in any way arising out of or resulting from the Influencer’s performance of its obligations under this Agreement, including, without limitation, any and all claims, actions, and liabilities for injury, loss or damage to the Influencer, to anyone else or to any property, regardless of whether or not such injury, loss or damage was caused by the negligent, willful, or reckless misconduct of any of the Released Parties

9.2. To the fullest extent permitted by law, Snapmaker shall not be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation damages for loss of profits or revenues, business interruption, loss of business opportunities or loss of data, whether in contract, negligence, tort or otherwise, arising from the Collaborations.

10. Governing Law and Disputes Resolution

10.1. This Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the laws of PRC.

10.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be first settled through friendly consultations between the Parties. In the event that no settlement is reached within thirty (30) days from the date of notification by either Party to the other that it intends to submit a dispute, controversy or claim to arbitration, then such dispute, controversy or claim shall be referred to and finally resolved by arbitration administered by Shenzhen Court of International Arbitration (“SCIA”) under its arbitration rules in force when the notice of

arbitration is submitted. The arbitral award is final and binding upon both Parties. The seat of arbitration shall be Shenzhen, the PRC. The arbitration proceedings shall be conducted in Chinese and English.

10.3. Nothing in this Agreement shall prevent any Party from seeking provisional measures or other interim relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

11. Assignment

Snapmaker may assign this Agreement, either in whole or in part, to any of its affiliates without the written consent of the Influencer. The Influencer shall not assign any part of this Agreement to any Person without the prior written consent of Snapmaker and any purported assignment, without such consent, shall be null and void.

12. Amendments

This Agreement may be amended only in writing by the Parties hereto.

13. Relationship of Parties

It is expressly understood and agreed that the Influencer shall act as an independent contractor under this Agreement and this Agreement is not intended and shall not be construed to create the relationship of agency, servant, employee, partnership, joint venture or association between the Parties. In no event shall the Influencer have authority to conclude contracts or otherwise act in the name of Snapmaker.

14. Entire Agreement

This Agreement including the Schedules constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements, statements, arrangements, undertakings or proposals, written or oral, between the Parties in relation to such matter. No modifications, changes or amendments to this Agreement shall be binding on the Parties unless agreed in writing by the Parties.

15. Survival

If this Agreement is terminated pursuant to Clause 7 or otherwise expires, this Agreement shall become of no further force and effect, except that the Parties shall continue to be bound by the provisions of Clauses 6 (Representations and Warranties), 8 (Indemnification), 9 (Release and Limitation of Liability) and 10 (Governing Law and Disputes Resolution) and such clauses shall survive the expiration or termination of the agreement; and the Parties shall also continue to be bound by the provision Clause 5 (Confidentiality) for one (1) year after the expiration or termination

of this Agreement. All obligations and rights of the Parties accrued prior to termination of this Agreement shall survive the termination of this Agreement. Nothing in Clause 7 shall be deemed to release any Party from any liability for any breach or any duty, obligation or undertaking under this Agreement prior to the effective date of such termination.

16. Severability

Each provision of this Agreement is individually severable. If a court or arbitration tribunal of competent jurisdiction hereof declares any provision invalid, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall continue in full force and effect.

17. Waiver

A waiver of any right, power or remedy under this Agreement must be in writing signed by the Party granting it. No failure or delay on the part of any Party to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise by a Party of any right, power or remedy preclude the enforcement of any other right, power or privilege. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies at law.

18. Counterparts

This Agreement is executed in counterparts, but shall not be effective until each Party has executed at least one counterpart, all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by themselves or their respective officers thereunto duly authorized.

**Shenzhen Snapmaker Technologies Co.,
Ltd.**

Influencer:

Name:

Name:

Date:

Date:



SCHEDULE 1 Promulgation Requirements of Influencer Work

	Type of Influencer	Promulgation Requirements	Tick <input checked="" type="checkbox"/> if applicable	Requirements (Numbers/Frequency/Term)
1.	Social Media Influencers	No Requirement	<input type="checkbox"/>	/
		Post promotional videos relevant to Unboxing, 3D Printing, Laser Engraving, and CNC Carving on YouTube; YouTube Channel: _____	<input type="checkbox"/>	[3] videos within 3 months
		Post promotional video on TikTok; TikTok Account: _____	<input type="checkbox"/>	[3] videos within [each week /3 consecutive months]
		Post a test report on the Good on: Instagram @snapmakerinc, or on Twitter @snapmaker and use #snapmakeraffiliate Instagram handle: _____ Twitter account: _____	<input type="checkbox"/>	[3] Post each week within [3] consecutive months
2.	Blog Influencers	Post test reports or advertorials on its own web page Blog url: _____	<input type="checkbox"/>	[3] test reports or advertorials within 3 months
3.	Community Influencers	Post test reports or advertorials on a community forum Forum link and account name: _____	<input type="checkbox"/>	[3] test reports or advertisements within 3 months.

*The final requirements depend on the results of negotiations between Snapmaker and the influencer.

SCHEDULE 2 Sales Target and Affiliate Reward

Type of Influencer	Sales Target for Qualification to Participate in the Affiliate Program	Corresponding Affiliate Reward
Individual Influencers	[1-10] Qualified Purchases completed within [3] months	[5%] of total price for such Qualified Purchases as reward
	[*10-20] Qualified Purchases completed within [3] months	[7%] of total price for such Qualified Purchases as reward
	[>20] Qualified Purchases completed within [3] months	[10%] of total price for such Qualified Purchases as reward

*The Tier Commission Structure is based on Refersion’s calculation system. For 10 qualified purchases within 3 months, 5% of total price will be offered.

SCHEDULE 3 Affiliate Program Terms

1. Upon receiving the Affiliate Link from Snapmaker, the Influencer shall present such Affiliate Link to its Connected Customer by posting this Affiliated Link on its social media pages or its owned or operated web presence.
2. The Influencer should not solicit any person who is not a Connection, and should not repeatedly solicit or “spam” such person. The Influencer shall post the Affiliate Link assigned to him/her on his/her own social media pages or owned or operated web presence, but shall not post such Affiliate Link on or to other person’s or organization’s web sites, social media pages, channels or postings (including in any comments or replies to other people’s or organizations’ posts) without their explicit permission. The Influencer’s actions must be in full compliance with any third-party terms, including those of any social media platform. Snapmaker will determine in its sole discretion whether the Influencer’s actions, including posting or sending of an Affiliate Link, violates the provisions or spirit of these Affiliate Program Terms.
3. For an Influencer to receive any Affiliate Reward, a Connected Customer shall have made Qualified Purchase.
4. Influencers may only receive and be eligible to earn corresponding Affiliate Reward for each Connected Customer as provided herein upon such Connected Customer’s Qualified Purchase was successfully made.
5. Snapmaker has the right to trace the Qualified Purchases made by Connected Customers via [Google Analytics or Refersion] Affiliate Link. If a Connected Customer cancels the order or fails to meet the requirements of a Qualified Purchase, Snapmaker is entitled to cancel the corresponding Affiliate Reward. In such case, the Influencer will not receive such Affiliate Reward and, in case any of such Affiliate Reward has been paid to Influencer, the Influencer shall return such paid amount of Affiliate Reward to Snapmaker.
6. Notification: Influencers can check all the Qualified Purchases made by the Connected Customers through their assigned Affiliate Link by Snapmaker on the dashboard from the service provider i.e. Refersion. Snapmaker will notify Influencers through email when the Affiliate Reward is approved and payable. Snapmaker shall not be held liable for any of such notifying emails being blocked, lost, misplaced or otherwise not received by the recipient as long as the email address that Snapmaker sends such email to is displayed in Influencer’s contact information in Refersion or otherwise provided by Influencer.