

FULFILLMENT FOR RESELLER PROGRAM TERMS AND CONDITIONS

These terms apply to Products that will be blind dropshipped from Newegg Business Inc.'s warehouse facilities to Seller's customers.

1. ORDER OF PRECEDENCE AND CAPITALIZED TERMS

These Fulfillment for Reseller Program ("FFR") Terms and Conditions are in addition to the Newegg Business Inc. Policy & Agreement Terms and Conditions ("Policy & Agreement"), and not in replacement of the Policy & Agreement. In the event of any conflict between the terms of these FFR Terms and Conditions and the Policy & Agreement, the FFR Terms and Conditions control. All capitalized terms used herein have the same meaning as defined in the Agreement.

2. PRICING INFORMATION & CONFIDENTIALITY

Newegg Business Inc. ("Newegg Business") will provide Seller with a daily pricing and inventory feed dedicated to Seller for Newegg Business' product offerings (the "Products"). The content of the dedicated pricing and inventory feed is confidential information belonging to Newegg Business. Seller agrees it shall not disclose such content to any third party for any reason whatsoever.

3. TERRITORIAL RESTRICTIONS

Newegg Business will identify shipping and territorial restrictions relating to the Products. Seller shall comply with any such Product restrictions when advertising and/or selling Products to its own customers. Seller will indemnify Newegg Business from any third party claims relating to orders which are canceled by Newegg Business due to any shipping or territorial restrictions relating to the Products.

4. MINIMUM ADVERTISED PRICE (MAP)

Certain Products may carry MAP restrictions, as indicated in the pricing and inventory feed provided to Seller. Seller shall comply with any such MAP restrictions in its own advertising of the Products. If Seller violates any MAP restrictions, Newegg Business reserves the right to immediately suspend and/or discontinue Seller's participation in the FFR Program.

5. PRICING ERRORS

Newegg Business will use commercially reasonable efforts to ensure the pricing and inventory feed is accurate and current. However, Seller understands and acknowledges that there may be errors and/or omissions in the pricing and inventory feed. Under no circumstances shall Newegg Business be liable for any damages to Seller arising out of (a) any unintentional errors and/or omissions in the inventory and pricing feed, or (b) orders which are delayed or canceled due to technical issues affecting the pricing and inventory feed.

6. ACCEPTANCE OF ORDERS

6.1 Orders submitted by Seller will only be valid upon acceptance by Newegg Business and issuance of a Sales Order number.

6.2 Products offered by Newegg Business may be limited in quantity. If the pricing and inventory feed indicates a quantity limit and Seller places an order exceeding such limit, then Newegg Business reserves the right to reject such order(s).

7. CUSTOMER SERVICE

Seller shall remain responsible to providing customer service support to Seller's own customers and shall not direct any inquiries from its own customers to Newegg Business.

8. INDEMNIFICATION BY SELLER

Seller will indemnify, defend and hold Newegg Business harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Newegg Business relating to Seller's participation in the FFR Program.

9. NO RESALE ON NEWEGG MARKETPLACE

Seller is prohibited from reselling any Products fulfilled under FFR on any marketplace site belonging to Newegg Business or any affiliate of Newegg Business. Any violation of this provision will be cause for Seller's immediate termination from the FFR Program.

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Agreed and Accepted:

SELLER Store Name & ID:	Legal Name of Business:
Signature	Title
Print Name	Date