**Insta360 Reseller Program User agreement**

Welcome to the Insta360 Reseller program. Please read this agreement carefully. If you agree to participate in this plan, you will be informed and will follow this agreement.

Party A shall be Shenzhen Arashi Vision Company Limited. Party B intends to comply with the terms and conditions of this agreement to be a member of Insta360 distribution alliance and to promote the products specified in this agreement. In the principle of mutual benefit and mutual benefit, the two parties reached the following agreement through consultation and agreed to:

**Article 1 Definition**

Party A: Arashi Vision Company Limited

Party B: volunteer to join Insta360 distribution alliance, according to this agreement to the Insta360 products to promote the individual or enterprise.

Agreement: this agreement shall define the rights and obligations of Party A and Party B.

Insta360 distribution alliance: member organizations that promote Insta360 products through this agreement.

Product: the product and accessories sold in Insta360.

**Article 2 Rights and obligations of Party A and Party B**

1. Party A's obligations and rights

Party A is responsible for ensuring product development, production and quality management.

2. Party B's obligations and rights

Party B is willing to be a member of Insta360 distribution alliance and promote the product, and is willing to accept the constraints of Party A's Insta360 distribution alliance system.

2.1 Party B shall carry out promotional activities only on products; Party B has no right to represent Party A on any occasion without the written authorization or recognition of Party A;

The term "official authorization", "agency" and "distribution" shall not be used in the promotion.

It is necessary to follow the official price system, not to reduce the price by reducing the price of the commission, giving away gifts, etc. As soon as it is found to be cheating, the penalty mode will be seen in article 2.6, paragraph 5.

2.2 Party B shall ensure the legality of its promotional activities in form and content. Party B's promotion channel/promotion content shall not include:

1) To oppose the basic principles established by the constitution;

2) Jeopardizing national security, divulging state secrets, subverting state power and undermining national unity;

(3) Harming national honor and interests;

4) Inciting ethnic hatred, ethnic discrimination and undermining national unity;

(5) To undermine the state's religious policies, promote cults and feudal superstitions;

6) Spreading rumors, disturbing social order and damaging social stability;

7) Disseminating obscenity, pornography, gambling, violence, murder, terror or abetting crimes;

8) Insulting or slandering another person or infringing upon the legitimate rights of others;

9) Content that contains racial discrimination or attacks against any individual, group or organization;

10) Content of hacking or cracking;

11) Content related to gambling or gambling;

12) Contents of prohibited drugs and utensils;

13) Sales or publicity of prescription drugs;

14) Sales of tobacco or tobacco related products;

15) To sell weapons or ammunition (such as guns, gun parts, fight knives or stun guns);

16) Sale of copies or counterfeits of brand-name goods;

17) Sales or distribution of term reports or student papers;

18) Infringing or suspected of infringing on the intellectual property rights of others, including but not limited to patent right, trademark right and copyright;

(19) Infringing on the contents of other people's business secrets;

20) Appropriating the contents of others' websites in any way;

21) Contains deceptive content;

Contents that are prohibited by laws and regulations, administrative rules and regulations, publicity of illegal activities or infringing upon the legitimate rights and interests of others.

2.3 Party B undertakes to carry out promotional activities according to Party A's requirements and shall not adopt the following promotion methods:

1) promote the use of spam in BBS/pasted message area and any page comment area

2) promote by sending spam or text messages

3) disseminate spam information through QQ, WeChat, weibo, FB, twitter and other social media

4) promotion by establishing a public number, blog, community, website, site group, and other online media with identity characteristics

5) SEO \ SEM promotion through search engines (including but not limited to baidu, Google, 360, etc)

6) disseminate product information through e-commerce platform (including but not limited to taobao, jd.com, salted fish, amazon, ebay, etc.)

2.4 b in Insta360 affiliate outside extending stations make creative ads belongs to Party B's own behavior, has nothing to do with Party A, such as the reference pictures, words, music and other relating to the third party intellectual property, invasion, and any other damage, by Party B to bear all legal responsibilities.

(advertising creative materials must be based on materials provided by Party A, which must be audited by Party A)

The fault in 2.5 as a result of Party B in its promotional activities and cause bad effect for Party A, including but not limited to Party A's reputation or brand image, infringement of third party complaints and/or litigation disputes, reveal that Party A shall not open to the public information, etc., Party B shall bear the liability to pay compensation to Party A.

2.6 if Party B succeeds in promoting the promotional activities of the Insta360 distribution alliance within the scope permitted by this agreement, the commission shall be paid.

1) basic principle of commission calculation: commission base refers to the actual transaction price when the product is successfully purchased (end consumer payment)

Forehead, excluding prepaid taxes or freight charges;

2) how to get commission: refers to the promotion code of Insta360 distribution alliance in mall.insta360.com, and the end consumers can purchase products from mall.insta360.com through this promotion code

3) commission calculation: Party B gets commission as commission base \* commission coefficient.

4) settlement date: in general, to the end consumer product purchase order payment successful and received 30 days (without a return, etc) during settlement promoter commission of this order. If the settlement date is affected by a major event or uncontrollable factor, it will be notified in advance.

5) cheating: after Party A determines that Party B has any illegal promotion, Party A shall have the right to refuse to pay the monthly commission of the month and/or the violation of the broad action; If Party A has paid the commission, Party A shall have the right to request Party B to return it. Processing result to Party A if Party B, Party B shall provide the evidence to prove that its promotion behavior comply with this agreement, the relevant evidence including, but not limited to, promotion link on the location of the web sites and web page screenshots, etc. Party A reserves the right to make decisions independently of the evidence.

6) users can view the distribution code and distribution details in "my account".

2.7 product price. Party B shall carry out the promotion according to the product price of the Insta360 official mall (mall.insta360.com); Party B's retail price shall not violate Party A's overall price strategy without the written permission of Party A.

**Article 3 Intellectual property rights**

1. Party B shall not register or apply for registration contains Insta360 brand name, domain name (name including but not limited to promoter company name (full name, abbreviation), promotion channels such as name, domain name refers to the promoter all websites (including but not limited to marketing channels) domain name). At the same time, Party B shall not have the following situations when using the name and domain name:

1) use the name or domain name of the company or Insta360 brand that contains shenzhen lanfeng chuang vision network technology co., LTD.

2) intended use or mapping a and shenzhen LAN feng gen network technology co., LTD or Insta360 and (or) its management has a relationship (for example: equity/control relationship, joint venture/partnership, interpersonal relationship, agency relationship, alliances and strategic partnerships, etc.) or the name of the domain name; Main features: such as the use of shenzhen LAN feng chuang network technology co., LTD. Or Insta360 and (or) its management related or similar domain name or combination, etc.; For example: buyinsta360.com, Insta360plus.com

3) use the name and domain name of the company or Insta360 website and/or its management with malicious denigration of shenzhen lanfeng chuanfeng network technology co., LTD.

4) use the name and domain name that is easily controversial;

5) the use of other all may cause harm to the promotion of customer rights and interests, damage to the user experience, a disturbance for Insta360 alliance cooperation order, LAN feng gen depending on network technology co., LTD. Of shenzhen or negatively Insta360 each product or brand, LAN feng gen depending on network technology co., LTD. Of shenzhen or Insta360 constitutes unfair competition or infringement of shenzhen LAN feng gen depending on the name of the network technology co., LTD or Insta360 legitimate rights and interests, the domain name.

2. Party B shall not have any violation of the rights and interests of the third party in its promotion activities; Otherwise, Party B will assume full responsibility. If Party A suffers losses due to Party B's improper behavior, including but not limited to third-party claims, fines, legal fees and litigation fees, Party B shall indemnify Party A for losses.

**Article 4 Term, amendment and termination of the agreement**

1. Party A may at any time according to the business situation changes such as the development of this specification (including the adjustment of the commission percentage) and in Insta360 affiliate sites (https://mall.insta360.com/reseller, similarly hereinafter) shall be published on the notice to Party B or by any other means, Party B shall check in time. If Party B does not agree to relevant changes, the Insta360 distribution promotion shall be stopped immediately. If Party B continues to use the Insta360 distribution alliance service, it shall be deemed to agree to the revised standard.

2. If Party B has any amendments to this agreement, it may, in writing, propose to Party A that the parties shall negotiate.

3. The effective period of this agreement, a party in the following material within 3 days after default not correct, the other party has the right to terminate the agreement, notify the breaching party in writing and require the breaching party to compensate for losses.

1) make false promises or provide false information in relation to this promotion;

2) Party B violates the contract to promote the products at a low price; Or through Party A's determination, Party B has the illegal promotion behavior;

3) any expenses related to the overdue payment of this agreement by the other party.

**Article 5 Other terms and conditions**

1. Confidential information

1) Party B shall not break, copy or transfer the products of Party A to a third party. Party B shall try its best to protect Party A's intellectual property and ensure that the products are not decoded in any way

2) before the business secrets of Party A are made public, Party B shall not divulge the trade secrets of Party A, which is informed by this agreement, nor shall we use such trade secrets as the scope of this agreement.

2. Validity of the agreement

1) once signed, the agreement shall be legally binding on both parties.

3. Dispute resolution

1) the interpretation, performance and dispute settlement of this agreement shall apply to Chinese laws;

2) if any dispute arises during the performance of this agreement, both parties shall resolve it through negotiation. If any party fails to negotiate, either party shall have the right to file a lawsuit against the people's court with jurisdiction in the baoan district of shenzhen. In the case of the effective judgment of the division, the costs of litigation and lawyers shall be borne by the losing party.

3) the terms of the agreement unrelated to the dispute remain in force during the settlement of the dispute.

4) the right of interpretation of this agreement belongs to Party A.