

Ambassadors Program Agreement

Update Date: May 12, 2023

Anyone who participates or intends to participate in Ambassadors Program must accept this Ambassadors Program Agreement (“Agreement”) of Xmind Ltd. (referred to here as “we”, “us” or “our”) and may not modify this Agreement.

1. Introduction to the Xmind Ambassadors Program

The “Xmind Ambassadors Program” is our cooperation plan for influential Xmind users. As an Xmind Ambassador, you will have the opportunity to receive official help and support. By creating and sharing tutorials, tips, case studies and other content about Xmind products, you will help other users use Xmind more effectively.

The Ambassadors Program allows you to recommend our products or services to your visitors, fans or acquaintances on your website, social media platforms, community or online software applications (“Your Platforms”). The links to our products or services displayed on your platforms must use the specific link format provided by us and comply with the provisions of this Agreement.

To facilitate your recommendation of Xmind and promotion of your own platforms, we will provide you with images, text, link formats, marketing content, application programming interfaces or other relevant information related to the Ambassadors Program.

2. Ambassadors Program Compliance Requirements

You must comply with this Agreement to participate in the Ambassadors Program. You must provide us with any information in a timely manner to demonstrate your compliance with this Agreement. If you violate this Agreement or any other terms and conditions of our agreements, we have the right to terminate this Agreement.

3. About Our Users

Our existing users will not become your users as a result of your participation in the Ambassadors Program. Therefore, if our users contact you, you should not handle them directly. You must inform them that they should follow our customer service contact on our website to solve the problems.

4. Participation Guarantee

You sincerely participate in our Ambassadors Program and guarantee that: (1) You will participate in the Ambassadors Program and set up, maintain and operate your platforms

in accordance with the provisions of this Agreement; (2) Your participation in the Ambassadors Program or setting up, maintaining and operating your platforms comply with any applicable laws, regulations, rules, orders, authorizations, licenses, guidelines, business codes, industry standards, self-regulatory rules, judgments, rulings and other requirements of any government agency having jurisdiction over you (including all such provisions applicable to communications, data protection, advertising and marketing); (3) You have the legal capacity to sign this Agreement (for example, you are not a minor or legally prohibited from contracting); (4) If you are subject to any sanctions by any country or sanctions imposed by the government of any country where the services provided are located in accordance with the laws of that country, you will not participate in the Ambassadors Program; (5) You will comply with all international export and re-export restrictions and relevant regulations applicable to goods, software, technology and services; (6) The information you provide in connection with the Ambassadors Program is accurate and complete at all times. (7) You will not sell the title of this Ambassadors Program or allow others to borrow or gift the title to others.

5. Promoting Yourself as a Member of the Ambassadors Program

Without our prior written consent, you may not misrepresent or embellish our relationship with you (including stating or implying that we support, sponsor or endorse you) or state or imply any relationship or connection between us and you or others, unless expressly permitted elsewhere in this Agreement.

6. Term and Termination of Agreement

The term of this Agreement commences on the date you sign up for the Ambassadors Program and will continue for a period of one (1) year. Either you or we may terminate this Agreement at any time by providing written notice to the other party without cause (and automatically without resorting to court, if permitted by applicable law), effective 7 business days from the date of such notice.

In addition, we may notify you in writing to terminate this Agreement immediately based on any of the following circumstances: (1) You have seriously violated this Agreement; (2) You have failed to correct other violations of this Agreement (including any program rules) within 7 days after we notify you; (3) We believe that your participation in the Ambassadors Program may expose us to potential claims or liabilities; (4) We believe that you or your participation in the Ambassadors Program may damage our brand or reputation; (5) Your participation in the Ambassadors Program has been used for deceptive, fraudulent, or illegal activities.

If you want to continue to participate in the Ambassadors Program after one (1) year, you should provide evidence to prove your efforts and effectiveness in promoting Xmind products and services. Otherwise, this Agreement will terminate automatically after one (1) year.

Once this Agreement is terminated, all rights and obligations of the parties will be canceled, including any licenses related to this Agreement. The termination of this Agreement does not relieve either party of any liability for breach of contract, etc. incurred prior to the termination of the Agreement.

7. Disclaimer

Images, text, link formats, marketing content, application program interfaces, and other information in connection with the Ambassadors Program are all provided by us. Once these content is provided, it indicates that the use is functioning sustainably or in a specific way. It is accurate, error-free or contains no harmful ingredients.

We do not assume responsibility for: (1) Any errors, inaccuracies, viruses, malware or service interruptions; (2) Any unauthorized access to or modification, deletion, destruction, damage or loss of your platforms or of any data, images, text or other information or content; (3) Any investments, expenses or expenditures incurred by you as a result of participating in the Ambassadors Program, or (4) Any compensation or loss caused by your voluntary suspension or termination of the Ambassadors Program.

8. Other Provisions

This cooperation is exclusive. During the cooperation period, you promise not to promote and market Xmind's competitors (including mind mapping products or products containing mind mapping related functions).

We may send you emails related to the Ambassadors Program from time to time. Without our prior written consent, you may not assign this Agreement, whether as a result of legal provisions or otherwise. This Agreement is the complete agreement between you and us regarding the Ambassadors Program and supersedes all previous agreements and discussions.

Confidential information provided by us regarding the Ambassadors Program that is unknown to the public should reasonably be considered our trade secrets and is our exclusive property. You may not disclose confidential information to any third party and shall take all reasonable measures to protect confidential information.

You and we are independent contracting parties. No provision of this Agreement establishes any partnership, joint venture, agency, chain, sales representative or employment relationship between you and us. If you authorize, assist, or encourage others to take actions related to the matters of this Agreement or facilitate them, it will be considered as actions taken solely by you.

9. Amendment

We have the right to modify any terms and conditions of this Agreement at our sole discretion at any time through change notices, amended agreements or amended program rules issued by us, or by sending modification notices to your primary email address. The effective date of such changes shall be the date specified in the agreement. If any modification is unacceptable to you, your only response is to terminate this Agreement in accordance with Article 6 of this Agreement.

10. Contact Us

If you have any questions or inquiries, please contact us at marketing@xmind.app.