AFFILIATE TERMS OF SERVICE AGREEMENT

THIS AFFILIATE TERMS OF SERVICE AGREEMENT (the "Agreement") is entered into and effective by and between INS CONSULTING CO., LTD ("INS Global") and any person (an "Affiliate") who completes the registration process to open and maintain an account with the INS Global Ambassador Program (the "Ambassador Program").

BY ACCESSING, BROWSING, SIGNING UP OR CLICKING THE "ACCEPT TERMS OF SERVICES" BUTTON, THE AFFILIATE EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. FURTHERMORE, THE AFFILIATE REPRESENTS AND WARRANTS TO INS GLOBAL THAT:

(I) THE AFFILIATE HAS THOROUGHLY READ AND UNDERSTANDS THE TERMS AND CONDITIONS SET FORTH HEREIN;

(II) THE AFFILIATE IS OVER THE AGE OF EIGHTEEN (18) AND HAS THE POWER AND AUTHORITY TO FORM A BINDING LEGAL RELATIONSHIP WITH INS GLOBAL;

(III) ALL INFORMATION PROVIDED BY THE AFFILIATE IS TRUTHFUL, ACCURATE AND COMPLETE; AND

(IV) THE AFFILIATE'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT WILL NOT VIOLATE OR INFRINGE UPON THE RIGHTS OF ANY THIRD-PARTY.

IF THE AFFILIATE DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, INS GLOBAL WILL PROMPTLY CANCEL THIS TRANSACTION, AND THE AFFILIATE MAY NOT ACCESS, USE OR PARTICIPATE IN ANY PART OF THE AMBASSADOR PROGRAM.

For purposes of this Agreement, INS Global and the Affiliate will be referred to herein individually as a "Party" and together as the "Parties".

1. Background. INS Global is in the business of providing employer of record services and being a global professional employer organization that helps entities hire, recruit, onboard, and pay employees (the "INS Global Services"). The Affiliate is in the position to resell the INS Global Services to potential customers or clients from time to time (the "Services"). The Parties are entering into this Agreement to set forth the terms and conditions with respect to the provision of the Services.

2. Effective Date. It will be considered as the date on which the Affiliate signed up for the Ambassador Program by clicking the "Accept Terms of Services" button.

3. Services.

a) *Description*. In performing the Services under this Agreement, the Affiliate shall fully coordinate with INS Global, and shall not be entitled to give any representation or make any commitment or warranty on behalf of INS Global, without explicit prior written consent of INS Global, except for the representation of INS Global and its products/services as required for the ordinary course of business development activities, while introducing and promoting them. The Parties agree that INS Global shall be under no obligation to negotiate with any company or entity, nor to enter into any engagement with, or offer specific terms.

b) *Accessibility*. The Affiliate agrees that from time to time the online account for the Ambassador Program may be inaccessible or inoperable for any reason, including, but not limited to: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which INS Global may undertake from time to time; or (iii) causes beyond the control of INS Global or which are not reasonably foreseeable by INS Global.

c) *Independent Contractor*. Affiliate represents and warrants that the Affiliate's relationship to INS Global and its various parent, subsidiary and affiliated corporations hereunder shall be that of an independent contractor and not an employee of INS Global for any purpose whatsoever. Affiliate shall have sole control of the manner and means of performing the work, and INS Global is interested only in the results obtains. Affiliate does not have any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon INS Global, its parent, subsidiary or affiliated companies, unless INS Global or any of the foregoing companies shall consent thereto in writing. Affiliate shall be solely responsible all of the Affiliate's own expenses while providing the Services, including, but not limited to: (i) providing, maintaining and ensuring compatibility with the online account for the Ambassador Program; and (ii) all hardware, software, electrical and other physical requirements for the Affiliate to use the online account for the Ambassador Program, including telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the online account for the Ambassador Program.

4. Fee. INS Global will pay the Affiliate a commission of USD$500 for each Successful Lead. "Successful Lead" shall be defined as a lead directly provided by the Affiliate that (i) becomes a client or a customer of INS Global by executing an agreement or any other document for the INS Global Services; and (ii) has equaled or surpassed a revenue of USD $1. INS Global will make the commission payments at the end of the month following the completion of the referral process. The referral process shall only be concluded when the Successful Lead has fully engaged INS Global for INS Global Services. The Affiliate shall be solely responsible for the payment of any taxes associated with said commission payment; provided, however, INS Global shall have the right to withhold any tax as required by relevant law.

5. Term and Termination. This Agreement shall enter into effect as of the Effective Date and shall continue into full force until terminated. This Agreement may be terminated at any time by the Affiliate upon thirty (30) days prior written notice to the INS Global. INS Global reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the online account for the Ambassador Program; (b) suspend Affiliate's access to or use of all or any portion of the online account for the Ambassador Program; and/or (c) terminate this Agreement. Upon termination, INS Global will pay the Affiliate all fees due and owing for the Successful Leads that were

made prior to the date of termination, but not yet paid. These payments shall be made at the end of the month during which the termination has been served.

6. Confidentiality. The Parties acknowledge that by reason of their relationship hereunder, each Party may disclose or provide access to the other certain Confidential Information. "Confidential Information" shall mean (a) information concerning a Party's products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property, of a Party and its affiliates that may be at any time furnished, communicated or delivered to a Party, whether in oral, tangible, electronic or other form; (b) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (c) information acquired during any tours of or while present at a Party's facilities; and (d) all other non-public information provided by a Party hereunder. All Confidential Information shall remain the exclusive property of the disclosing Party.

The receiving Party shall maintain the disclosing Party's Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors and representatives who (a) have a need to know such Confidential Information in order to fulfill the business affairs and transactions between the Parties contemplated by this Agreement; (b) have been informed of the confidential nature of the Confidential information furnished by the disclosing Party and the receiving Party's obligations with respect thereto; and (c) are under confidentiality obligations no less restrictive as this Agreement. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Each Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement, and agrees not to use the other Party's Confidential Information for any other purpose or for the benefit of any third party. At no time shall the receiving Party disclose any of the disclosing Party's Confidential Information to any third party without the prior written consent of the disclosing Party.

In the event that receiving Party becomes legally compelled to disclose any of the Confidential Information, receiving Party covenants to use its best efforts to provide the disclosing Party with prompt written notice (not less than forty-eight (48) hours) so that the disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives compliance with the provisions of this Agreement, the receiving Party covenants to furnish only that portion of the Confidential Information which it is legally required to disclose and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

7. Trademark Compliance. The Affiliate acknowledges and agrees that INS Global's trademarks shall remain the exclusive property of INS Global and that nothing in this Agreement shall be construed as granting any right, title, or interest in INS Global's trademarks. In accordance, the Affiliate shall not, directly or indirectly, bid on INS Global's trademarks in

any online advertising platform utilizing auction-style bidding for advertisement placement, including but not limited to search engine marketing (SEM).

8. Disclaimer of Warranties. THE AMBASSADOR PROGRAM IS PURELY VOLUNTARY AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. USE OF THE ONLINE ACCOUNT FOR THE AMBASSADOR PROGRAM IS AT THE AFFILIATE'S OWN RISK. INS GLOBAL DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES INS GLOBAL MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY JOINING THE AMBASSADOR PROGRAM.

9. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL INS GLOBAL BE LIABLE TO THE AFFILIATE OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, INS GLOBAL SERVICES, THE AMBASSADOR PROGRAM OR THE INTERNET GENERALLY, INCLUDING, WITHOUT LIMITATION, (A) THE AFFILIATE'S USE OR INABILITY TO USE THE ONLINE ACCOUNT FOR THE AMBASSADOR PROGRAM, (B) ANY CHANGES TO OR INACCESSIBILITY OF THE ONLINE ACCOUNT FOR THE AMBASSADOR PROGRAM, (C) DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATIONS OF ANY TRANSMISSION OR DATA, (D) ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR (E) ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE AMBASSADOR PROGRAM, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO THE AFFILIATE.

10. Indemnification. The Affiliate agrees to indemnify and hold harmless INS Global, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the Affiliate, its respective successors and assigns. This section shall survive the termination of the Agreement by its natural termination or the early termination by either party.

11. Waiver. The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

12. Legal Fees. In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

13. Severability. If any provision of this Agreement is held invalid or unenforceable under any applicable law, such invalidity or unenforceability will not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, and this

Agreement will be construed as if said invalid or unenforceable provision had not been contained herein.

14. Governing Law and Jurisdiction. This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and will be interpreted in accordance with the laws of Hong Kong and each of the Parties hereby irrevocably agrees and hereby irrevocably submits to the exclusive jurisdiction of the Hong Kong courts for hearing and determining any suit, action or proceedings, and/or to settle any disputes arising out of or in connection with this Agreement.

15. Amendment. INS Global shall have the right, at any time and without notice, to add to or modify the terms and conditions of this Agreement, simply by delivering such amended terms to the Affiliate by email at the address provided to INS Global by the Affiliate. The Affiliate's access to or use of the online services for the Ambassador Program after the date such amended terms are delivered to the Affiliate shall be deemed to constitute acceptance of such amended terms and conditions.

Last Updated 15/03/2024.