HUAWEI AppGallery Connect Distribution Service Agreement

For Paid Apps

Last modified: June 30, 2020

The following terms and conditions (hereinafter referred to as this "Agreement") is a legally binding agreement and constitute a supplementary agreement to the HUAWEI Developer Merchant Service Agreement which is a supplementary agreement to the HUAWEI Developer Service Agreement between You and HUAWEI and establishes Your legal responsibilities and rights when You use AppGallery Distribution Service for Paid Apps provided by HUAWEI. (Hereafter HUAWEI Developer Merchant Service Agreement, HUAWEI Developer Service Agreement and HUAWEI AppGallery Connect Service Agreement collectively referred to as "Base Agreement") By clicking "I agree" button at the bottom of this Agreement or using any service under this Agreement, You are deemed to fully understand and accept the terms of this Agreement, Base Agreement from that date of such acceptance or use ("Effective Date").

Your use of any of the Services under this Agreement will be deemed as Your full understanding and acceptance of the terms of this Agreement. This Agreement takes effect immediately on Effective Date. In case any terms of this Agreement conflict with the terms of the Original Agreement, the terms of this Agreement shall prevail only to the extent of issues in related with AppGallery Distribution Service for Paid Apps.

This Agreement constitutes a legally binding commercial agency agreement between You and HUAWEI.

1 Definitions

Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Original Agreement. The following terms shall have the following meanings when used in this Agreement:

1.2 "Distribution Service for Paid Apps" refers to the cooperation and activities of HUAWEI and Developer respectively through AppGallery Connect, to make available and promote Paid Apps, In-App Purchases, and Digital Content via HUAWEI AppGallery, HUAWEI Game Center, HUAWEI Edu Center and HUAWEI AppTouch.. The activities of HUAWEI include services such as providing access via the AppGallery Platform, big data reporting, marketing event operations and end user operations.

1.3 "Paid Apps" refers to Apps that can only be used by Users after payment which includes but is not limited to downloading Apps, In-App Purchase, and Digital Content Purchase.

1.4 "In-App Purchase" or "IAP" refers to digital content, advanced features, or other value-added services purchased by Users during the use of an installed App. Payments are made by Users within the App ("IAP Function").

1.5 "Payment and Subscription Service": a service HUAWEI provided to Developer which enables Developer sets subscription rules of User subscription and charge Users in accordance with such rules through IAP Function.

1.6 "Product Management System (PMS)" refers to the system for managing global sales prices for AppGallery Apps (including but not limited to content and services purchased In-App and Paid Apps). Product prices in PMS are presented in the form of Price Bands.

1.7 "Digital Content" refers to information content distributed based on digital format switching by Developers on the AppGallery Connect. Combining digital technologies and cultural creatives, it is the product or service that integrates images, texts, and movies by digital technologies.

1.8 "Digital Content Purchase" refers to information content that Users purchase on the AppGallery Platform.

1.9 "AppTouch Membership Subscription" refers to the business model that through subscribing to AppTouch Provider's platform, User can access to your App and use your services.

1.10 "HUAWEI AppTouch" or "AppTouch" means platforms developed and for which technical support is provided by Huawei, and operated and managed by third parties ("AppTouch Provider(s)") that are Huawei's business partners (including but not limited to telecom carriers), which allow Developers to distribute Products to End Users, in order to help Developers quickly distribute Products on more distribution platforms, increase the exposure of Products, and bring in traffic, monetization opportunities and more End Users. The list of platforms of Huawei AppTouch and respective AppTouch Providers are set forth **here** (may be updated from time to time).

2 Pricing and Payment

2.1 This Agreement shall apply and be binding on You if You decide to offer and distribute Paid Apps via AppGallery.

2.2 You can select the Price for Your Paid Apps at Your sole discretion from the list of Price Bands provided by HUAWEI through PMS. Your chosen Price shall apply in all countries/regions You elect to sell Your Products.

2.3 HUAWEI reserves the right to update its global Price Bands in the PMS from time to time, and will give Developers 30 days' prior notice by email or through this Website. You may adjust the Price of Your Paid Apps accordingly.

2.4 HUAWEI reserves the right to modify its service charge/commission fee and will notify You of any such modifications 30 days prior to the modification taking effect via email and prompt You through this Website.

2.6 IAP and Digital Content Purchase and Payment and Subscription Service facilitate You to manage Your user subscription relationship. You may configure the price, billing and maintain a subscription relationship by recording User subscription period, billing amount, deduction time and so on via PMS. By using Payment and Subscription Service (hereafter PSS), You must follow all the applicable laws and ensure that any deduction of fee is in strict accordance with User's authorization and instruction. You understand and agree that Huawei may take all necessary measures to ensure Users' security on subscription and payment these measures may include temporary suspending or closing Your payment service without notifying You.

3 Settlement

3.1 As your commercial agent, Huawei will collect the payments from the Users on your behalf pursuant to Clause 4 of HUAWEI Developer Merchant Service Agreement.

3.2 Huawei will transfer the pertinent settlement amount to your nominated bank account after deduction of its commission charges and applicable taxes.

3.3 Below table further illustrates the mechanism of the rule of settlement.

Types	Apps Categories	Commission Fee Ratio charged by Huawei		Note
		Mainland China	Other countries or regions	

Downloading	Education	20%	20%	App features and content: Such as the ad-free version of the App, or new features or services that are not included in the free version. Subscription services: Such as online music, videos, books, or other media services, digital publications (including digital content bundled with physical publications), and social networking services. Digital Content: Including but not limited to game currency, gems, additional lives or rounds, special props or equipment, character or avatar, additional levels or game time, or information content products.
	Gaming	30%	30%	
	Media and entertainment, tools, communication, books and references, photography, food and drink, travel and navigation, travel and accommodation, shopping, business, kids, finance, sports and health, lifestyle and convenience, cars, and personalized themes	30%	30%	
In-App purchase (subscriptions included) or Digital	Education	20%	20%	
	Gaming	50%	30%	
	Media and entertainment, tools, communication,			

Content purchase (subscriptions included)	books and references, photography, food and drink, travel and navigation, travel and accommodation, shopping, business, kids, finance, sports and health, lifestyle and convenience, cars, and personalized themes	30%	30%	
AppTouch	Membership Subscription	Not applicable	70%	Commission Fee Ratio charged by Huawei include the ratio charged by AppTouch Provider.
	Pay per use	Not applicable	60%	
Others		----		The relevant service agreement shall prevail.

*   The calculation formula for pertinent settlement amount is as below:

The pertinent settlement amount=(the total collection from Users-Discounts-Indirect Taxes- Refunds- Channel Deduction)*(1- Commission Fee Ratio).

For AppTouch, the Channel Deduction Rate is 3%.

3.4 If the cumulative amount to be settled within a Settlement Period is less than the applicable Minimum Settlement Amount listed in below table, the settlement will be postponed to the next tenure when the amount to be settled reaches the Minimum Settlement Amount. If the cumulative amount to be settled does not reach the Minimum Settlement Amount for consecutive six months, HUAWEI shall make Settlement every six months. Within six months after the termination of this Agreement (provided that

such termination is not caused by any breach of Developer), HUAWEI shall continue to make settlement to Developer according to this Agreement provided that both Parties continue to comply with relevant provisions of this Agreement. The Minimum Settlement Amount is agreed as follows:

Distribution Area	Registration Location of Developer	Currency	Minimum Settlement Amount
Mainland China in Part 1 of Exhibit A "List of Countries /Regions"	Mainland China	CNY	0
	Outside Mainland China	CNY	¥1000
Countries/regions in Part 2 of Exhibit A "List of Countries /Regions"	all	EUR	€200
Countries/regions in Part 3 of Exhibit A "List of Countries /Regions"	all	EUR	€200

3.5 When your Apps were distributed through AppTouch, all the responsibility of collecting and remitting applicable Indirect Taxes to relevant tax authorities and issuing invoices to Users in accordance to Exhibit C of HUAWEI Developer Merchant Service Agreement will be shifted to AppTouch Provider.

4 Data Protection

4.1 You are the controller of personal data that you obtain from Huawei and/or AppTouch, related to Your Users and their purchases, for settlement and shipment purposes and for subscription management purposes in order to perform your services. The aforesaid personal data may include without being limited to Users' Order ID, open ID, product information (ex.: ID of the course product purchased by the User, ID of the

course purchased by the User, purchase order number etc.), subscription information, currency, amount, and country code. You shall use the above personal information within the aforementioned purposes of this Agreement, and ensure the lawfulness of the processing in accordance with the applicable laws.

4.2 If your application or service needs to collect any user data, you must ensure a legal basis for data processing in accordance with applicable laws and collect only the user data necessary for the running of the application program and the implementation of its functions. In addition, you must inform the user of the purpose, scope, and usage of the data collection to protect the user's right to know.

4.3 After you collect user data and receive user data shared by Huawei or Huawei AppTouch provider, you shall take necessary technical and management measures to ensure user data security and to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data received from Huawei regarding Your Users to be protected.

4.4 You shall provide users with a method for correcting their personal data and deleting user data, subject to their data privacy rights and to applicable laws.

4.5 Data Breach. If You suspect or become aware of any unauthorized access to any User Data or Personal Data by any unauthorized person or third party, or become aware of any other security breach relating to Personal Data held or stored by you under this Agreement or in connection with the performance of the services performed under this Agreement, You shall **immediately notify** Huawei in writing and shall fully cooperate with Huawei to prevent or stop such Data Breach. In the event of such Data Breach, You shall fully and immediately comply with applicable laws, and shall take the appropriate steps to remedy such Data Breach. You will defend, indemnify and hold Huawei, its Affiliates, and their respective officers, directors, employees and agents, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, arising out of or relating to any third party claim arising from breach by You of your obligations contained in this Section, except to the extent resulting from the acts or omissions of Huawei.

4.6 In the event that you are suspected of violating relevant laws and regulations, this Agreement, or platform rules, Huawei has the right to stop data sharing and joint operations services.

4.7 If You are located outside of the EU or EEA, in a country or sector which is not (at the time of the transfer) an Adequate Country or Sector as provided by the European

Commission, and Your contracting entity under the Huawei Developer Service Agreement is Aspiegel Limited, You shall conform to, and hereby agree to the Data Transfer Agreement in the Exhibit B annexed to and forming part of this Agreement.

4.8 If You are located outside of the Singapore and Your contracting entity under the Huawei Developer Service Agreement is Huawei Services (Hong Kong) Co., Limited, and your Business Area is not Russia. You shall conform to, and hereby agree to the Data Transfer Agreement in the Exhibit C annexed to and forming part of this Agreement.

4.9 If You are located in Russia and your Business Area is also Russia and Your contracting entity under the Huawei Developer Service Agreement is Huawei Services (Hong Kong) Co., Limited, You shall conform to, and hereby agree to the Russia Data Transfer Agreement in the Exhibit D annexed to and forming part of this Agreement.

4.10 Data Protection for Developers Distributing Digital Content in Chinese mainland

(This clause it is applicable just if you are contracting with Huawei Software Technologies Co., Ltd., which is legally established and incorporated in the People's Republic of China, and you designate Huawei Software Technologies Co., Ltd. as your agent in the Mainland China**.)**

If developers integrate Huawei HMS 3.0 or a later version SDK into joint operation applications distributed to the Chinese mainland, they need to inform users that the SDK will collect users' device identifiers and application package names and Startup Time. The data is used only for data operation analysis of the joint operation application.

5 Refunds

5.1 Unless covered in this clause, You shall refer to Clause 6 in HUAWEI Developer Merchant Service Agreement.

5.2 When your Apps were distributed through AppTouch, if Your Apps or Digital Content are removed from the platform in accordance with the terms of the Base Agreement and Users are entitled to a refund from You, or HUAWEI exercises its sole discretion to issue a refund because of a legal right of the User or a valid complaint (including but not limited to identity theft, fraud) made by a User about Your Products, You authorize HUAWEI (via AppTouch Provider to refund on Your behalf, and You shall compensate HUAWEI for all losses incurred therefrom.

5.3 You authorize HUAWEI to refund on Your behalf based on HUAWEI's commercially reasonable judgment in case of any complaints and claims raised by purchasers of Your Apps.

6 Termination of this Agreement

6.1 You shall notify HUAWEI of Your intention to terminate three months in advance if You wish to terminate the Agreement. The termination will take effect after all Settlements (including credits) outlined above have been calculated and paid.

6.2 You shall maintain the functions, services and user experiences of Your Products for new Users registered during the validity of this Agreement.

6.3 HUAWEI may terminate this Agreement at any time on giving You at least 30-day notice.

6.4 When You delete Your account after termination of this Agreement, all data (including Your data, User Data, and Product Operation Data) stored on Your account may be permanently deleted.

7 Distribution Area and Signing Huawei Entity

Please refer to the Clause of Distribution Area and Signing Huawei Entity of the Huawei Developer Service Agreement.

8 Governing Law and Dispute Resolution

Please refer to the Clause of Governing Law and Dispute Resolution of the Huawei Developer Service Agreement.

9 General Terms

9.1 If any part of this Agreement is deemed as invalid by the court or other competent authorities, any other provisions shall not be affected and shall continue to be enforceable and binding upon both parties to the fullest extent permitted by applicable law.

9.2 You shall not sub-contract any obligations under this Agreement, or transfer, assign, or sub-license any rights under this Agreement.

9.3 You hereby acknowledges and agrees that HUAWEI may, at its sole discretion, subcontract any rights or obligations under this Agreement, in whole or in part to any

third party, or assign this Agreement (with any and all supplementary agreements of this Agreement) to any HUAWEI Affiliate.

Exhibit A: List of Countries/Regions

Please refer to Exhibit A of the **Huawei Developer Service Agreement**.

Exhibit B: Data Transfer Agreement

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data Transfer Agreement

Between

Name of the data exporting organisation: Aspiegel Limited

Address: 1F, Simmonscourt House, Simmonscourt Road, Dublin 4, D04 W9H6, Ireland. Registration number 561134

and Aspiegel Limited on behalf of other Data Controllers (please refer to our website for the controller list)

hereinafter "data exporter"

And

Developer who signed HUAWEI AppGallery Connect Distribution Service Agreement For Paid Apps with data exporter and part of the Agreement

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

(a)"personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);

(b)"the data exporter" shall mean the controller who transfers the personal data;

(c)"the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

(d)"clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements. The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

aThe personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

bIt has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

cIt will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

dIt will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

eIt will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall

abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer The data importer warrants and undertakes that:

a It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

b It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

c It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

d It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

e It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

f At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

g Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and /or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses,

with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

h It will process the personal data, at its option, in accordance with:

i. the data protection laws of the country in which the data exporter is established, or   ii. the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data , or

iii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: iii. the data processing principles set forth in Annex A

Initials of data importer:………………………….

iIt will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

(a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct)

are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

(b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III (a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

(a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

(b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

(c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

(a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

(b) In the event that:

i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

(c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

(d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.

2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.

4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.

5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests

which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.

8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when: (a) i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and

ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

(b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

Data subjects

The personal data transferred concern the following categories of data subjects:

Data subjects of the data exporter who have signed both the AppGallery and IAP user agreements and made In-App-Purchase;

Data subjects of the data exporter who have signed both the AppGallery and IAP user agreements and have an active subscription within the importer service.

Purposes of the transfer(s)

The transfer is made for the following purposes:

Allow the settlement between Exporter and Developer;

Allow the management of an active subscription to the importer service.

Categories of data

The personal data transferred concern the following categories of data:

Payment information except bank card information, such as the order number, amount, subscription information (subscription ID), and currency.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Data importer

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

N/A

Data protection registration information of data exporter (where applicable)

Not applicable

Additional useful information (storage limits and other relevant information)

Contact points for data protection enquiries

Data importer	Data exporter
Place Data Protection Contact here	**EU_DPO@huawei.com** AppTouch Provider: AppTouch Provider DPO

Exhibit CData Transfer Agreement

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data Transfer Agreement

Between

Name of the data exporting organisation: Huawei Services (Hong Kong) Co., Limited

Address: 9th Floor, Tower 6, The Gateway, No. 9 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

and Huawei Services (Hong Kong) Co., Limited of behalf of other Data Controllers (please refer to our website for the controller list

hereinafter "data exporter"

And

Developer who signed HUAWEI AppGallery Distribution Service Agreement For Paid Apps with data exporter and part of the Agreement

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

(a) "individual", "personal data", "processing" shall have the same meaning as in Personal Data Protection Act (No. 26 of 2012) of Singapore;

(b) "Data Exporter" shall mean the organization who transfers the personal data;

(c) "Data Importer" shall mean the organization who agrees to receive in a country or territory outside Singapore the personal data transferred to it by or on behalf of the Data Exporter for processing in accordance with the terms of theses clauses;

(d) "Data Subject" shall mean the Data Subject that is particularly described in Annex B herein below;

(e) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

(f) "PDPA" shall mean the Personal Data Protection Act (No. 26 of 2012) of Singapore.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the Data Exporter

The Data Exporter warrants and undertakes that:

(a) The personal data has been collected, processed and transferred in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the country where the Data Exporter is established).

(b) It has used reasonable efforts to determine that the Data Importer is able to satisfy its legal obligations under these clauses.

(c) It will provide the Data Importer, when so requested, with copies of relevant data protection laws or references or any requirements set out in any advisory or other guidelines issued from time to time by Personal Data Protection Commission of Singapore ("PDPC") to them (where relevant, and not including legal advice).

(d) It will respond to enquiries from Data Subjects and the authority concerning processing of the personal data by the Data Importer, unless the parties have agreed that the Data Importer will so respond, in which case the Data Exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the Data Importer is unwilling or unable to respond. Responses will be made within a reasonable time.

(e) It will make available, upon request, a copy of the clauses to Data Subjects who are third-party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the Data Exporter shall inform Data Subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the Data Exporter shall abide by a decision of the authority regarding access to the full text of the clauses by Data Subjects, as long as Data Subjects have agreed to respect the confidentiality of the confidential information removed. The Data Exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the Data Importer

The Data Importer warrants and undertakes that:

(a) It will have in place appropriate technical and organizational measures to provide a standard of protection, that is comparable to the protection required by the PDPA and any requirements set out in any advisory or other guidelines issued from time to time by the PDPC, to the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

(b) It will have in place procedures so that any third party it authorizes to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the Data Importer,

including a data processor shall be obligated to process the personal data only on instructions from the Data Importer. This provision does not apply to persons authorized or required by law or regulation to have access to the personal data.

(c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the Data Exporter if it becomes aware of any such laws.

(d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfill the undertakings set out in these clauses.

(e) It will identify to the Data Exporter a contact point within its organization authorized to respond to enquiries concerning of the personal data, and will cooperate in good faith with the Data Exporter, the Data Subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the Data Exporter, or if the parties have so agreed, the Data Importer will assume responsibility for compliance with the provisions of clause I (e).

(f) At the request of the Data Exporter, it will provide the Data Exporter with evidence of financial resources sufficient to fulfill its responsibilities under clause III (which may include insurance coverage).

(g) Upon reasonable request of the Data Exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and /or certifying by the Data Exporter (or any independent or impartial inspection agents or auditors, selected by the Data Exporter and not reasonably objected to by the Data Importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the Data Importer, which consent or approval the Data Importer will attempt to obtain in a timely fashion.

(h) It will process the personal data, in accordance with:

(i) The data protection laws of Singapore, and the relevant regulations, provisions or other requirements issued by PDPC; and

(ii) The data processing principles set forth in Annex A.

(i) It will not disclose or transfer the personal data to a third-party organization located outside Singapore unless with prior consent of the Data Exporter on the transfer and

(2) The third-party organization processes the personal data in accordance with requirements prescribed under PDPA finding that the third-party organization provides a standard of protection to personal data so transferred that is comparable to the protection under PDPA;

(2) Data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards.

III. Liability and third party rights

(a) The Data Importer shall be liable to the Data Exporter for damages it causes by any breach of these clauses. Liability as between the parties is including but not limited to actual damage suffered and penalties imposed by government or local authority. The Data Importer shall be liable to Data Subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the Data Exporter under its data protection law.

(b) The parties agree that a Data Subject shall have the right to enforce as a third-party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the Data Importer or the Data Exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the Data Exporter's country of establishment. In cases involving allegations of breach by the Data Importer, the Data Subject must first request the Data Exporter to take appropriate action to enforce his rights against the Data Importer, if the Data Exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the Data Subject may then enforce his rights against the Data Importer directly. A Data Subject is entitled to proceed directly against a Data Exporter that has failed to use reasonable efforts to determine that the Data Importer is able to satisfy its legal obligations under these clauses (the Data Exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the Singapore.

V. Resolution of disputes with Data Subjects or the authority

(a) In the event of a dispute or claim brought by a Data Subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

(b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

(c) Each party shall abide by a decision of a competent court of Singapore or of the authority which is final and against which no further appeal is possible.

VI. Termination

(a) In the event that the Data Importer is in breach of its obligations under these clauses, then the Data Exporter may temporarily suspend the transfer of personal data to the Data Importer until the breach is repaired or the contract is terminated.

(b) In the event that:

(b.1) The transfer of personal data to the Data Importer has been temporarily suspended by the Data Exporter for longer than one month pursuant to paragraph (a);

(b.2) Compliance by the Data Importer with theses clauses would put it in breach of its legal or regulatory obligations in the country of import;

(b.3) The Data Importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

(b.4) A final decision against which no further appeal is possible of a competent court of Singapore or of the authority rules that there has been a breach of the clauses by the Data Importer or the Data Exporter; or

(b.5) A petition is presented for the administration or winding up of the Data Importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the Data Importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the Data Exporter, without prejudice to any other rights which it may have against the Data Importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the Data Importer may also terminate these clauses.

(c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Singapore PDPA 2012 (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the Data Importer, or any superseding text becomes directly applicable in such country.

(d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

ANNEX A to the Data Transfer Agreement

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorized by the Data Subject.

2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the Data Exporter.

4. Security and confidentiality: Technical and organizational security measures must be taken by the organization that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, presented by the processing. Any person acting under the authority of the organization, including a processor, must not process the data except on instructions from the Data Exporter.

5. Rights of access, correction and objection: As provided under the PDPA, Data Subjects must, whether directly or via a third party, be provided with the personal information about them that an organization holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the Data Exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the Data Importer or other organizations dealing with the Data Importer and such interests are not overridden by the interests for fundamental rights and freedoms of the Data Subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about the rectified, amended where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organization may require further justifications before proceeding to rectification, amendment. Notification of any rectification, amendment to third parties to whom the data has been disclosed need not be made when this involves a disproportionate effort. A Data Subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation.

6. Data used for marketing purposes: Where data is processed for the purposes of direct marketing, effective procedures should exist allowing the Data Subject at any time to "opt-out" from having his data used for such purposes.

7. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the Data Exporter or the Data Importer which produces legal effects concerning a Data Subject or significantly affects a Data Subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The Data Importer shall not make any automated decisions concerning Data Subjects, except when:

(a) (i) such decisions are made by the Data Importer in entering into or performing a contract with the Data Subject, and

(ii) the Data Subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

Or

(b) Where otherwise provided by the law of the Data Exporter.

ANNEX B to the Data Transfer Agreement

DESCRIPTION OF THE TRANSFER

Data subjects
The personal data transferred concern the following categories of data subjects:

•Data subjects of the data exporter who have signed both the AppGallery and IAP user agreements and made in-app purchases;

•Data subjects of the data exporter who have signed both the AppGallery and IAP user agreements and have an active subscription within the importer service.

Purposes of the transfer(s)
The transfer is made for the following purposes:

•Allow the settlement between Exporter and Developer.

•Allow the management of an active subscription to the importer service.

Categories of data
The personal data transferred concern the following categories of data:

•Payment information except bank card information, such as the order number, amount, subscription information (subscription ID), and currency.

Recipients
The personal data transferred may be disclosed only to the following recipients or categories of recipients:

•Data importer

Sensitive data (if appropriate)
The personal data transferred concern the following categories of sensitive data:
N/A

Data protection registration information of data exporter (where applicable)
Not applicable

Additional useful information (storage limits and other relevant information)

Contact points for data protection enquiries

Data importer   Data exporter

Place Data Protection Contact here   Huawei: **datamanagement.hshk@huawei.com**

AppTouch Provider: AppTouch Provider DPO

Exhibit DData Transfer Agreement in Compliance with Russian Legislation

Between

Name of the data exporting organisation: Huawei Services (Hong Kong) Co., Limited

Address: 9th Floor, Tower 6, The Gateway, No. 9 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

and Huawei Services (Hong Kong) Co., Limited on behalf of other Data Controllers (please refer to our website for the controller list)

hereinafter "data exporter"

And

Developer who signed HUAWEI AppGallery Connect Distribution Service Agreement For Paid Apps with data exporter and part of the Agreement

hereinafter "data importer"

each a "party"; together "the parties".

Each of the Parties is a personal data operator, including personal data processed as part of the fulfillment of obligations provided within the Agreement.

For the purposes of the Agreement, personal data refers to information that is in accordance with the legislation of the Russian Federation, to be transferred by data exporter to data importer and includes the following data:

•Payment information except bank card information, such as the order number, amount, subscription information (subscription ID), and currency.

The personal data transferred concern the following categories of data subjects:

•Data subjects who have signed both the AppGallery and IAP user agreements and made in-app purchases;

•Data subjects who have signed both the AppGallery and IAP user agreements and have an active subscription within service of data importer.

•Data subjects who have authorized data importer to access their respective account information.

The transfer is made for the following purposes:

•Allow the settlement between data exporter and Developer.

•Allow the management of an active subscription to data importer's service.

The transfer of personal data is not considered by the Parties as an instruction to process personal data.

Each of the Parties shall ensure the confidentiality of personal data received within the framework of the Agreement, compliance with the requirements for personal data processing established by Federal Law No. 152-FZ of July 27, 2006 "On Personal Data" and regulatory acts adopted in its execution, and shall be responsible for taking all necessary legal, organizational and technical measures to protect personal data from unauthorized or accidental access to them, destruction, modification, blocking, copying, dissemination of personal data as well as other illegal actions such data.

The Party that provides personal data shall be responsible for the legality and accuracy of provided data to other Party for the purpose of executing the Agreement, as well as for obtaining the consent of the data subjects to transfer their personal data to the other Party in the manner prescribed by the legislation of the Russian Federation personal data.

The Party that received personal data from the other Party does not assume the obligation to inform the subjects whose personal data has been transferred about the beginning of their processing, since the Party that transfers personal data must bear the obligation to inform the data subjects accordingly.

The Party receiving personal data has the right to engage in processing the received personal data of third parties for the purpose of executing the Agreement in the necessary volume only if the other Party provides confirmation of receipt of the relevant consent from the personal data subject. In any case, a Party is obliged, upon the request of the other Party, to provide information about third parties who were provided with personal data or who had access to them: their full and abbreviated name, address of the location (place of registration and residence), information about which particular personal data what particular subjects and for what purposes were transferred to third parties.

Exhibit E Preferential Policy

1. Purpose of the Preferential Policy: In order to build up a thriving ecosystem and attract more developers on Huawei AppGallery, despite the standard Commission charge provided in clause 3.3 of this Agreement ("Standard Commission Policy"), Huawei is willing to offer Developer a preferential treatment ("Preferential Policy")

2. Validity Term of the Preferential Policy:

The Preferential Policy specified hereunder is valid for a period of twenty-four (24) calendar months ("Preferential Policy Period") starting from clicking "I agree" button at the bottom of this Agreement or using any service under this Agreement before 31st December, 2020 ("Preferential Policy Effective Date").

3. Participants:
The Preferential Policy is only valid for the countries and regions in the distribution area indicated in Part 2 and Part 3 of Exhibit A.

4. Content of the Preferential Policy:

		Preferential Huawei: Developer	
	Standard		

Developer Apps Categories	Huawei: Developer	The 1st month to the 12nd month	The 13rd month to the 24th month
Education	20%:80%	0%:100%	10%:90%
Gaming	30%:70%	15%:85%	15%:85%
Media and Entertainment, Tools, Communication, Books and References, Photography, Food and Drink, Travel and Navigation, Travel and Accommodation, Shopping, Business, Kids, Finance, Sports and Health, Lifestyle and Convenience, Cars, and Personalized Themes.	30%:70%	0%:100%	15%:85%

5. Notes about the Preferential Policy:

5.1 This Preferential Policy is valid for twenty-four (24) calendar months starting from clicking "I agree" button at the bottom of this Agreement or using any service under this Agreement between January 1, 2020 and December 31, 2020. See the Detailed list below:

Developer	The Effective Date of Preferential Policy	The First Month of Preferential Policy	The Last Month of Preferential Policy

	Jan 2020	Jan 2020	Dec 2021
	Feb 2020	Feb 2020	Jan 2022
	March 2020	March 2020	Feb 2022
	April 2020	April 2020	March 2022
	May 2020	May 2020	April 2022
	June 2020	June 2020	May 2022
Tenure of the Preferential Policy from the Effective Date	July 2020	July 2020	June 2022
	August 2020	August 2020	July 2022
	September 2020	September 2020	August 2022
	October 2020	October 2020	September 2022
	November 2020	November 2020	October 2022
	December 2020	December 2020	November 2022

5.2. You are entitled to the benefits of the preferential policy only for once.

5.3 All times and dates relating to the preferential policy in Exhibit H, including but not limited to the validity period of the preferential policy shall be implemented based on China Standard Time (GMT+8).