

HONOR Developers Service Agreement

Updated: April 1st, 2023

The following terms and conditions (hereinafter referred to as this “Agreement”), constitute a valid legally binding agreement made between You and HONOR (either of which may be referred to individually as a “Party” or collectively as “Parties”). This Agreement stipulates Your legal rights and obligations with regard to Your use of the Services provided by HONOR on the Platform. By clicking the "I Agree" button (or any other similar button) below or beside this Agreement, or by using any of the products and services provided by HONOR under this Agreement, You shall be deemed as having fully understood and accepted the terms contained herein. If You do not agree to the terms of this Agreement, You may not use products and services that HONOR provides to Honor Developers.

The products and services (collectively, the "Honor Services") that HONOR provides to Honor Developers are very diverse so sometimes supplementary agreements and/or terms (collectively, the "Additional Terms") may apply to You, depending on the Honor Services used by You. Said Additional Terms shall be available with relevant Honor Services and become an integral part of this Agreement if You use those Honor Services (this Agreement and the Additional Terms are collectively referred to as the "Honor Agreements"). In the event of any conflict between this Agreement and any Additional Terms which apply to Honor Services, the terms and conditions in such Additional Terms shall prevail with regard to the corresponding Honor Services.

If You are concluding this Agreement on behalf of Your employer or other entity, You represent and warrant that You have full legal authority to bind Your employer or such entity to this Agreement and You may only accept this Agreement on behalf of Your employer or said entity or use any Honor Services if You have such legal authority.

1. Definitions

The following definitions apply unless otherwise specifically stated:

1.1 **"Affiliate"** means any individual, partnership, organization, or entity that is directly or indirectly controlled by, in control of, or under common control with either Party hereto, where "control" refers to a Party's ownership, directly or indirectly, of the shares or other securities representing fifty percent (50%) or more of the voting rights for the election of board members (or other management executives) in the controlled Party or the Party under common control.

1.2 **“API”** means the Application Program Interface(s) that HONOR provides to You.

1.3 **"Developer Account" or "Account"** means the HONOR ID that has completed the online identity verification procedure on the Website.

1.4 **"Developer Products" or "Products"** means the software, content, digital materials, and other products and services as made available and/or promoted by You via Honor Platforms.

1.5 **"End User" or “User”** means any and all users who use services of the Platforms and Developer Products for their own use instead of re-sale or distribution.

1.6 **“HONOR”** refers to the signing Honor entity or entities.

1.7 **“HONOR Developer” , “Developer” or “You”** means the body corporates, or other organizations that have successfully registered Developer Accounts on the HONOR Developers website <https://developer.hihonor.com/home/en> (hereinafter, "HONOR Developers" or the "Website") and obtained HONOR’ s authorization to use the Honor Services to develop Developer Products and/or provide Developer Products to End Users.

1.8 **"HONOR ID"** means the account that You register and use when You are accessing HONOR’ s services. For details, see the HONOR ID User Agreement.

1.9 **"Honor Services"** means products and services (including but not limited to Honor Software, distribution services, and promotion services) that HONOR provides to Developers via this Website and the Platforms (collectively "Honor Platforms") which allow Developers to make available (i.e., distribute, promote, and/or develop as offered under this Agreement) Developer Products to End Users.

1.10 **"Honor Software"** means the software, codes, APIs, and SDKs provided by HONOR.

1.11 **"Personal Data" or "Personal Information"** means any information relating to an identified or identifiable natural person in so far as it is processed under this Agreement.

1.12 **"Platforms"** means the websites, management platforms, and business platforms (including but not limited to Pre-installation on the desktops of Honor devices, HONOR Developers, and HONOR Intelligent Service Platform) that are owned and/or operated by HONOR and/or its Affiliates to provide You with Honor Services so that You can provide Products to End Users.

1.13 **"Product Information"** means the information about Products that You provide via Honor Platforms or any other legal manners, including but not limited to the content, description, and marketing materials of the Products.

1.14 **"SDK"** means the Software Development Kit(s) that HONOR provides to You.

2. Developer Account

2.1 You need to create an HONOR ID and register as a Developer with a Developer Account by completing the online identity verification procedure on the Website using such HONOR ID, in order to use Honor Services.

2.2 You must meet the following criteria (a) and (b) to register a Developer Account:

(a) You are a legally established, independent, body corporate;

(b) You possess the qualification, authorization or license(s) required to enter into this Agreement with HONOR.

2.3 HONOR has the right to review whether You satisfy the criteria for registering a Developer Account as specified in Clause 2.2 herein.

2.4 If at any time You no longer have the rights or authorization to accept and fulfill the obligations under this Agreement, You shall immediately notify HONOR and remove all Your Products from related Honor Platforms, and, HONOR may, at its sole discretion, suspend or terminate the provision of relevant Honor Services to You.

2.5 To ensure that You can use Honor Services, You must provide true and correct information when You are registering Your Developer Account and using Honor Services and, continue to use Honor Services. You shall modify Your identity verification information within three (3) business days if there is any change to such information and send an e-mail to Developers_HKSupport@hihonor.com to inform Honor to review the modified identity verification information. You shall assume any and all losses, liabilities, and penalties incurred by HONOR due to Your failure to provide correct and up-to-date identity verification information, in which event, HONOR may also terminate the provision of Honor Services to You at any time.

2.6 You shall not share Your Developer Account and password in any way or with anyone. You are responsible for maintaining the confidentiality of Your Developer Account and password and for any activity in connection with Your Developer Account. You are solely responsible for any and all activities that occur under Your Account.

2.7 You shall not use Your Developer Account for any other purposes except for those specified under this Agreement. If Your Developer Account is closed or deleted due to Your violation of this Agreement, You may not register for a new Developer Account without HONOR's prior consent in writing.

3. Use of Honor Services by You

3.1 You hereby represent, warrant, and undertake to HONOR that:

(a) You possess any and all necessary rights and authorizations to enter into this Agreement, and that the conclusion and performance of this Agreement does not violate any agreement signed by and between You and a third party, or infringe upon any third-party rights, nor violate any applicable laws and regulations.

(b) the activities that You conduct or engage in on the Honor Platforms, Your use of the Honor Services, the Products that You provide or promote to End Users via the Honor Platforms, and the information and content that You release on the Honor Platforms will not: (i) violate any applicable laws, regulations, policies, common industry practices, or pertinent provisions, guidelines or common practices in the relevant jurisdictions; and (ii) infringe upon HONOR's or any third party's legal rights (including but not limited to the right of privacy, intellectual property rights, right of reputation, right of portrait, and trade secrets).

(c) You shall comply with any and all applicable laws and regulations regarding network security, and You may not conduct or engage in any activities that interfere with, disrupt, damage, or access in an unauthorized manner the devices, servers, networks, software, or other properties or services of HONOR or any third party.

(d) You shall not disrupt or attempt to disrupt the operations of the Honor Platforms.

(e) You shall not bypass, attempt to bypass, or claim to be able to bypass any content protection systems or data analysis tools provided by HONOR, or intentionally mislead Your End Users into making them believe that they are directly interacting with HONOR.

(f) You shall at all times comply with the terms of this Agreement and, when applicable, comply with management policies and other policies, guidelines, and rules provided along with and regarding the relevant Honor Services, released by HONOR from time to time on Honor Platforms.

(g) You shall not engage in any activity, conduct, or omission that: (i) violates any applicable laws and regulations; (ii) causes or induces HONOR to violate applicable laws; or (iii) exposes Honor to penalties, liabilities, sanctions, or restrictions under applicable laws.

3.2 You shall obtain HONOR's prior written consent before You disclose to a third party any information relating to Honor (including but not limited to the company names, brand names, and trademarks of Honor, as well as the conclusion, fulfillment, and content of the agreement(s) signed by and between You and HONOR) by any means, including but not limited to disclosure via transaction announcements, press releases, social media communications, media interviews, press conferences, or advertising. You may not, without HONOR's prior written consent, publicly express or imply that You and HONOR have any cooperation relationship, including but not limited to reciprocal holdings or business dealings, nor claim that You have obtained HONOR's sponsorship or endorsement. You shall be responsible for handling and resolving any and all disputes arising out of or in relation to any third party claiming rights against HONOR or having adverse impact on HONOR due to Your violation of this clause, and You shall eliminate the adverse impact that HONOR suffers therefrom by taking all measures required.

3.3 Subject to the terms and conditions of this Agreement, HONOR grants You a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Honor Services, strictly in accordance with this Agreement, including security measures provided in the development documentation of relevant Honor Services (if applicable) which include signature verification, https requests, code obfuscation, and app wrapping. You shall bear any and all liabilities for any of Your losses arising out of the alleged or actual inadequacy of security measures.

3.4 If You breach any of the representations, warranties, covenants, or undertakings in this Agreement, HONOR may, (upon its reasonable judgment at its sole discretion, and without prejudice to any other of its rights or remedies in this Agreement or those provided by law) do any or all of the following: (i) delete relevant infringing information or content and/or cease the distribution, promotion, and operation of the relevant Products on the Honor Platforms at any time, (ii) require You to replace or modify any illegal or infringing content, (iii) stop providing relevant Honor Services to You; (iv) suspend the performance of its obligations under this Agreement (including payment obligation), (v) delete Your Developer Account; and/or (vi) suspend or terminate this Agreement. You shall be liable for any and all losses incurred therefrom upon HONOR, You or End Users.

3.6 HONOR is not obliged to provide You with customer support or software upgrade service, or improve or modify the Honor Services (collectively, the "Support"). Nevertheless, if HONOR decides to provide You with Support, HONOR may stop such Support at any time without prior notice to You.

4. Authorization and Intellectual Property Rights

4.1 You hereby grant HONOR and/or its Affiliates a non-exclusive, royalty free, and irrevocable license:

(a) to make available Your Products to End Users via the Honor Platforms in the countries and/or regions You select, unless and until Your Products are removed from and no longer provided via Honor Platforms; and

(b) to conduct the following activities during the period when You are using Honor Services:

(i) to use, test, analyze, store, and display Your Products and use Your Product Information, for the purpose to provide You with Honor Services, distribute and/or promote Your Products, promote relevant Honor Platforms and Honor Services, and/or Honor and its Affiliates;

(ii) to display, include, and/or duplicate the trademarks and logos and/or company information that You submitted to Honor, for use solely in connection with promotion of Your Products, relevant Honor Platforms and Honor Services, and/or Honor and its Affiliates.

4.2 For the purpose to perform this Agreement, HONOR and/or its Affiliates may sublicense the rights relating to Honor Platforms in Section (b) of Clause 4.1 herein to a third party that provides services to and/or acts on behalf of HONOR and/or its Affiliates.

4.3 HONOR and/or its Affiliates are the lawful owners of and/or lawfully entitled to use any and all the intellectual property rights (including but not limited to trademarks, copyrights and patents) to the Honor brand, Honor Platforms, and Honor Software (collectively, "Honor Content"). You may use Honor Content and/or HONOR's intellectual properties to develop and/or promote Products, only if You have obtained prior express written consent from HONOR and/or its Affiliates. Without prior express written consent from HONOR and/or its Affiliates, You may not, and shall not assist any third party to: (a) use, reproduce, publish, release, copy, modify, forward, translate, spread, or distribute any Honor Content or any part thereof; or (b) lease, lend, sell, sub-license, transfer, or otherwise dispose of any Honor Content or any part thereof, or any of Your rights relating to Honor Content.

4.4 You may not, and shall not assist or encourage any third party to, reproduce, reverse engineer, decompile, disassemble, or create any derivative works from Honor Software, unless otherwise expressly approved by HONOR in writing.

4.5 HONOR may provide some components licensed under open source license ("Open Source Components"). Your use of those Open Source Components shall be subject to applicable open source licenses.

4.6 This Agreement does not transfer any intellectual property rights nor give either Party the rights in the intellectual property of the other Party unless otherwise stated in written.

5. Confidentiality

5.1 A Party that receives or becomes aware of ("Receiving Party") any and all non-public information or data (including but not limited to technical information, trade secrets, and the content of this Agreement) ("Confidential Information") of the other Party ("Disclosing Party") shall keep strictly confidential such Confidential Information, and may not disclose any such Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party agrees that it shall use such Confidential Information only for the purpose of performing this Agreement, and agrees to adopt necessary and reasonable measures, no less stringent than the security measures adopted to protect its own Confidential Information, to protect the Disclosing Party's Confidential Information. The Receiving Party warrants that its personnel (including but not limited to its employees, executives, directors of the board, representatives, consultants or contractors) to the extent that they need to access any Confidential Information for the purpose of performing the Receiving Party's obligations under this Agreement shall keep strictly confidential said Confidential Information, and are bound by the corresponding NDA (Non-Disclosure Agreement) signed with the Receiving Party.

5.2 The Receiving Party shall, after this Agreement is terminated or upon the Disclosing Party's request, immediately return to the Disclosing Party any and all Confidential Information and the copies thereof that it has received from the Disclosing Party, unless the Receiving Party is unable or prohibited from doing so under this Agreement, or because of a legal requirement or direction, or because of legal proceedings, or to protect the legitimate rights and interests of the Receiving Party and third parties, and in any event, the Receiving Party shall inform the Disclosing Party of the reason why it retains such Confidential Information and what Confidential Information it has retained.

6. Privacy Protection

6.1 Protection of End User's Privacy: Your Products shall respect the privacy of End Users, and comply with personal data protection laws and regulations of the countries and/or regions where Your Products are distributed, including but not limited to releasing privacy policies in Your own name, and displaying such privacy policies prominently on Your Product's interface (if any) for End Users in accordance with applicable data protection laws and regulations. You may not engage in any activities infringing Personal Data and privacy of End Users, including but not limited to activities that illegally track user behavior, or illegally disclose or damage Personal Data. You undertake to take adequate and proper data security measures. If Your Product retains any Personal Data provided by End Users, You must ensure that such Personal Data is kept safely and only for the necessary period of time.

6.2 Security Statement: Any and all privacy security disputes regarding Your Products shall be settled by You and End Users, and HONOR shall not bear any liabilities arising therefrom. HONOR may (but has no obligation to) provide You with opinions and suggestions on resolving such privacy security disputes in order to protect End Users' rights and interests. You shall notify Honor without undue delay in the event of any breach of Personal Data. Without prejudice to any other of its rights or remedies in this Agreement (including HONOR's right to be indemnified by You or those provided by law) HONOR may terminate this Agreement with You for a breach by You of this Clause 6.

6.3 If the information You provide to HONOR may contain personal information of a third party during Your use of Honor Services, You shall obtain the consent and authorization of the third party. In order to provide the services set out in this Agreement, Honor will process Your personal information in accordance with the Statement About HONOR Developers and Privacy; If You refuse to provide such information, Honor will not be able to provide the corresponding service to You.

7. Indemnification and Limitation of Liability

7.1 To the maximum extent permitted by applicable laws, You shall defend, hold harmless, and indemnify HONOR and its Affiliates, subsidiaries, executives, directors of the board, employees, agents, partners, subcontractors, contractors, and licensors (collectively, the "Honor Parties") against and from any and all claims, demands, suits, actions, and proceedings arising out of or in relation to any of the following events:

- (a) Your breach of any provision of this Agreement;
- (b) Your breach of any of Your representations, warranties, undertakings;
- (c) You or Your Products infringing the intellectual property rights or other rights of HONOR or any third party;
- (d) You or Your Products violating any applicable laws and regulations; and
- (e) Disputes between You and End Users.

7.2 Your indemnity to HONOR in this Clause 7 shall include any and all liabilities, fines, penalties, damages, expenses, litigation costs, and attorney's fees arising from such claims, suits, or actions (whether under contract, tort, negligence, or restitution, or otherwise). You undertake and agree to promptly assist and cooperate as fully as reasonably required by any of the Honor Parties in the defense of any such claims or requests. HONOR may, at its own expense, independently conduct the defense and control of any and all matters subject to indemnification by You.

7.3 YOU SHALL ASSUME ANY AND ALL THE RISKS FROM YOUR ACCESS AND USE OF THE HONOR SERVICES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. THE FULL AND MAXIMUM LIABILITY OF THE HONOR PARTIES, AND THE SOLE AND ONLY REMEDY FOR ANY AND ALL THE COMPENSATION, CLAIMS, LEGAL PROCEEDINGS, RESPONSIBILITIES, OBLIGATIONS, LOSSES, DAMAGES, COSTS, AND/OR PROPERTY LOSSES INCURRED DUE TO YOUR USE OR FAILURE TO USE THE HONOR SERVICES OR ANY THIRD-PARTY SERVICE

UNDER THIS AGREEMENT, SHALL BE BASED ON THE ACTUAL LOSS THAT YOU HAVE SUFFERED, WHICH SHALL NOT EXCEED USD \$500, WHETHER THE BASIS FOR SUCH ALLEGED LIABILITY OR REMEDY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), RESTITUTION, OR UNDER ANY OTHER LEGAL THEORY OR DOCTRINE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE HONOR PARTIES DO NOT ASSUME ANY LIABILITY FOR ANY DATA LOSS OR DAMAGE, PROFIT LOSS, LOSS OF BUSINESS OR GOODWILL, BUSINESS DISRUPTION AND/OR ANY INDIRECT, COLLATERAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGE (EVEN IF HONOR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE).

7.4 Nothing in this Agreement shall operate to limit the liabilities of either Party which cannot be limited or excluded by law.

8. DISCLAIMER OF WARRANTIES

8.1 THE HONOR PARTIES DO NOT PROVIDE ANY EXPLICIT OR IMPLICIT REPRESENTATIONS OR WARRANTIES IN RESPECT OF THE HONOR SERVICES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND EXPRESSLY AGREE THAT HONOR SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND YOU SHALL ASSUME ANY AND ALL RISKS ASSOCIATED WITH THE CONTENT AND/OR INFORMATION DOWNLOADED, OBTAINED, OR ACCESSED VIA HONOR SERVICES, AS WELL AS THE RISKS OF DEVICE/DATA DAMAGE AND CONTENT LOSS DUE TO THE USE OF HONOR SERVICES OR ANY THIRD-PARTY SERVICES.

9. Termination

9.1 Either Party (a "Non-Defaulting Party") may suspend the provision or use of all Honor Services or terminate this Agreement by giving a written notice to the other Party (a "Defaulting Party") if the Defaulting Party:

(a) is in material breach of this Agreement, and the Defaulting Party explicitly refuses to remedy same, or such breach remains unremedied within the period of time specified by the Non-Defaulting Party, which shall not be less than thirty (30) days after the Defaulting Party receives from the Non-Defaulting Party a written notice requiring it to take remedial measures;

(b) has ceased or threatened to cease carrying on its business;

(c) has a receiver, administrator, or any similar officer appointed for all or part of its assets or undertaking;

(d) makes any arrangement for the benefit of its creditors;

(e) goes into liquidation except for the purpose of genuine merger or reconstruction;

(f) being an individual, is declared bankrupt;

(g) has its operations banned by a government authority or applicable laws and/or regulations; or

(h) is in violation of, causes or induces HONOR to violate, or makes HONOR exposed to penalties, liabilities, sanctions, or restrictions under, applicable laws or regulations.

9.2 HONOR may terminate this Agreement without a reason by providing You with a written notice at least sixty (60) days prior to said termination.

9.3 Either Party may terminate this Agreement with the other Party's prior consent in writing except as provided in Clauses 2.4, 2.5, 3.4, 9.1 and 9.2, of this Agreement.

9.4 Any and all provisions of this Agreement which expressly or by their nature are intended to survive the termination of the pertinent agreement, shall remain in full force and effect subsequent to and notwithstanding such termination, until such provisions are satisfied or by their nature expire.

10. Force Majeure

Neither Party shall be deemed to be in breach of this Agreement upon the occurrence of a Force Majeure Event which affects its ability to perform any of this Agreement. Notwithstanding this, the affected Party shall notify the other Party of the Force Majeure Event without undue delay and use its best commercial efforts to mitigate and remedy the negative effects thereof. For the purposes of this Agreement, a "Force Majeure Event" means as "any objective circumstance which is unforeseeable, unavoidable and insurmountable, including but not limited to (1) acts of God, lightning strikes, earthquakes, floods, droughts, storms, blizzards, snowstorms, mudslides, water erosion, explosions, fires, epidemics and other natural disasters; (2) act of government, act of war, act of public enemy, terrorist activities, riots, commotions, and strikes, excluding labor disputes.

11. Export Control

11.1 You shall comply with all applicable export control laws, regulations, administrative orders and other related requirements.

11.2. You warrant and undertake that the products and/or services provided by HONOR under the Honor Agreements will not be used, directly or indirectly, for the end use prohibited or restricted by applicable laws.

11.3. You warrant and undertake that the products and/or services You provide to HONOR under the Honor Agreements shall have obtained all necessary authorization and licenses as required by applicable laws.

12. Financial Compliance

12.1 Both Parties shall comply with any and all applicable domestic and international laws and regulations on economic sanctions, anti-money laundering and counter-terrorism financing.

12.2 You represent, warrant, and undertake to HONOR that:

(a) neither You nor any of Your subsidiaries, directors of the board, or executives, or, to Your best knowledge, any of Your shareholders, Affiliates, agents, or employees is an individual or body corporate ("Entity"), that is, or is controlled or owned (via shareholding) by Entities that are the subject/target ("Object of Sanction") of any economic sanctions, embargoes, or other restrictive measures enacted, administered, imposed, or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, the People's Republic of China, and/or any other relevant governmental institutions, agencies, or authorities;

(b) none of the funds provided or to be provided by You under this Agreement are or have been directly or indirectly connected with any Object of Sanction or any activities that may violate any applicable laws/regulations, and that none of the funds received or to be received by You under this Agreement are or have been used to support or assist any activities that violate any applicable laws /regulations; and

(c) the bank account information provided by You is accurate, and Your bank account is registered in accordance with any and all applicable laws and regulations of the place (country/region) where You are located and/or where Your business is registered and Your bank account is opened.

13. Honesty and Integrity

13.1 You further acknowledge and agree to:

(i) comply with all applicable laws, regulations and rules on fair trading, integrity, anti-bribery and anti-corruption and HONOR Code of Conduct.

(ii) avoid bribery to HONOR employees and bribery or soliciting bribery from HONOR employees.

(iii) in case of bribery or soliciting bribery from HONOR employees, immediately report to HONOR via bcgcomplain@hihonor.com.

13.2 When concluding this Agreement with Shenzhen Honor Software Technologies Co., Ltd , You acknowledge and promise that Your cooperation with HONOR shall not involve any of the following:

A. Any HONOR and/or HONOR Affiliates' current regular employee serves as Your investor or works for You.

B. Any main relative of an HONOR and/or HONOR Affiliates' current regular employee serves as Your investor (excluding public stock trading), or works for You (including, but not limited to, holding a management position/participating in HONOR-related business).

C. Any former HONOR and/or HONOR Affiliates' employee who was removed or discharged from employment due to BCG violations currently serves as Your investor (excluding public stock trading), or works for You (including, but not limited to, holding a management position/participating in HONOR-related business).

D. Any former HONOR and/or HONOR Affiliates' employee who has left office for less than a year currently serves as Your investor (excluding public stock trading), or works for You (including, but not limited to, holding a management position/participating in HONOR-related business).

E. Any former HONOR and/or HONOR Affiliates' employee who has left office for over a year, but less than three years, currently serves as Your investor (excluding public stock trading), or works for You (including, but not limited to, holding a management position /participating in HONOR-related business).

For the avoidance of doubt, "HONOR and/or HONOR Affiliates' current regular employee" and/or "former HONOR and/or HONOR Affiliates' employee" mentioned above refer to the current or former employees who are/were involved in the selection, coordination, or management of business partners or the operation of the relevant business in HONOR.

If there are any types of conflict of interest mentioned above (A/B/C/D/E), You shall fill in the form in Exhibit B and send it to Developers_HKBD@hihonor.com. Section 13.2 shall apply only if You conclude this Agreement with Shenzhen Honor Software Technologies Co., Ltd. based on Section 15.2 of this Agreement.

14. Notices and Updates

14.1 HONOR may send notices to You on matters under this Agreement via page announcements on relevant Honor Platforms, or on material changes and notifications by sending an email to the email address You provided in Your latest profile of Your Developer Account. Such notices shall be deemed to be received by You once sent, and shall be referred to and be deemed as legally binding and conclusive evidence in the event of a dispute between You and HONOR.

14.2 You agree to receive emails and messages sent by HONOR and its Affiliates, including but not limited to messages about Your rights and interests. You may send an email to Developers_HKSupport@honor.com to inform HONOR of Your objection to the sending of further messages to You; however, You may not opt out of or reject messages sent for the purposes specified in Clause 14.1, as such messages are necessary for Your understanding of the performance of this Agreement. You may opt to receive marketing and promotional emails sent by HONOR and its Affiliates when registering for a Developer Account.

14.3 For any disputes arising out of Honor Services and related transaction activities, You agree that HONOR or the competent judicial authorities may serve legal documents to You by electronic communication methods or by post. The email address that You designate to receive such legal documents shall be the email address You have provided in Your latest profile of Your Developer Account. A legal document shall be deemed served as soon as that document is sent by HONOR or the judicial authorities to You through aforementioned method. The mailing address You designate for receiving legal documents shall be the address You have provided in the most up-to-date profile of Your Developer Account.

14.4 You agree that HONOR or the judicial authorities may serve legal documents to You in one or more of the methods mentioned above. In the event that a legal document from HONOR or the judicial authorities is served to You in more than one method, the service of such legal document shall be effected at the earliest time when it is deemed served. You agree that the aforementioned methods of receiving are applicable to all stages of judicial proceedings.

14.5 You hereby warrant and guarantee that the contact information in Your profile of Your Developer Account is and will be accurate, valid, and most updated. You shall be solely liable for any and all legal consequences arising out of or in connection with any failure of service of any legal document caused by Your failure to provide accurate, valid, and most updated contact information in Your profile of Your Developer Account.

14.6 HONOR may make changes to this Agreement and/or any Additional Terms at its own discretion from time to time and notify You of such updates so that You have the chance to reject them and to discontinue Your use of relevant Honor Services, if You choose to do so. You should read this Agreement regularly to check if there is any update to them. You acknowledge that You have agreed on the following two ways for such updates:

(a) HONOR releases the updated versions of any of this Agreement on Honor Platforms at least thirty (30) days prior to such updates taking effect. If You disagree with such updates, You must stop using relevant Honor Services within said thirty (30) days. You agree that You shall be deemed to have agreed to such updates and agreed to observe such updates once You continue Your use of Honor Services after said third (30) days.

(b) Honor will ask for Your consent to the updated versions of this Agreement when You log in to the management center of relevant Honor Platforms. You shall be bound by such updated version once You agree to it by clicking "I Agree" button (or any other similar button) therein.

If You do not agree to the modified terms, You should discontinue Your use of the corresponding Honor Service.

14.7 HONOR may adjust, add to, or remove Honor Services from the Honor Platforms at its own discretion. Unless otherwise specified, any new Honor Services shall be governed by this Agreement.

15. Distribution Area and Signing Honor Entities

15.1 You may select the countries and/or regions ("Business Area") to display and/or distribute Your Products on Honor Platforms when You use Honor Services. If You have not displayed and/or distributed Your Products on Honor Platforms when You use Honor Services, the country or region that You registered during the identity verification procedure shall be deemed as Your Business Area by default.

15.2 If Your Business Area is the Chinese mainland specified in Part I of Exhibit A hereto, You are entering into and concluding this Agreement with Shenzhen Honor Software Technologies Co., Ltd. which is legally established and incorporated in the People's Republic of China, and You designate Shenzhen Honor Software Technologies Co., Ltd. as Your agent in the Chinese mainland.

15.3 If Your Business Area is the country(ies) and/or region(s) listed in Part II of Exhibit A hereto, You are entering into and concluding this Agreement with Honor Technologies Germany GmbH which is legally established and incorporated in Germany, and You designate Honor Technologies Germany GmbH as Your agent in such countries and regions.

15.4 If Your Business Area is the country(ies) and/or region(s) listed in Part III of Exhibit A hereto, You are entering into and concluding this Agreement with Honor Technologies Co., Ltd. which is legally established and incorporated in Russian Federation, and You designate Honor Technologies Co., Ltd. as Your agent in such countries and regions.

15.5 If Your Business Area is the country(ies) and/or region(s) listed in Part IV of Exhibit A hereto, You are entering into and concluding this Agreement with Honor Information Technology Co., Limited which is legally established and incorporated in Hong Kong (China), and You designate Honor Information Technology Co., Limited as Your agent in such countries and regions.

15.6 If Your Business Area covers countries and/or regions listed in more than one Part of Exhibit A hereto, You shall enter into and conclude this Agreement with the corresponding Honor entities respectively, in accordance with Clause 15.1-15.5 herein, and You shall respectively designate such Honor entities as Your agent in the corresponding countries and/or regions. Any and all liabilities and obligations of each Honor entity under each respective Agreement are several, and NOT joint, and in no event will any such Honor entity be liable for any breach, liability, or other obligation of another Honor entity with whom You have a separate Agreement.

16. Governing Law and Dispute Resolution

16.1 If You are concluding this Agreement with Shenzhen Honor Software Technologies Co., Ltd., You agree that the establishment, jurisdiction, and interpretation of this Agreement shall be governed by the laws of the People's Republic of China. You agree that this Agreement is signed in Futian District, Shenzhen, P.R. China. Any and all disputes, compensation claims, and causes of action arising out of or in relation to performing this Agreement or receiving Honor Services under this Agreement shall be resolved in the court with jurisdiction over the place where this Agreement is signed.

16.2 If You are concluding this Agreement with Honor Technologies Germany GmbH, You agree that the establishment, jurisdiction, and interpretation of this Agreement shall be governed by the laws of Germany. You agree that any and all disputes, compensation claims, and causes of action arising out of or in relation to performing this Agreement or receiving Honor Services under this Agreement shall be submitted to the German Courts with jurisdiction for litigation, without applying the United Nations Convention on Contracts for the International Sale of Goods.

You established in, and who offer goods or services to customer located in European Union and subject to the Regulation of the European Parliament and of the Council on promoting fairness and transparency for business users of online intermediation services (“P2B Regulation”) may submit complaints pursuant to such P2B Regulation related to the following issues to Developers_EUSupport@hihonor.com (a) HONOR’ s alleged non-compliance with any obligations set forth in the P2B Regulation which affect You in the region in which You are established; (b) technological that affect You and relate directly to distribution of Your Products on the Platforms in the region in which You are established; or (c) measures taken by or behavior of HONOR that affect You and relate directly to distribution of Your Products on the Platforms in the region in which You are established. HONOR will consider and process such complaints and communicate the outcome to You.

HONOR identifies the following panel of mediators with which HONOR is willing to engage to attempt to reach an agreement with developers established in, and which offer goods or services to customer located in, the European Union on the settlement, out of court, of any disputes between HONOR and You arising in relation to the provision of the Honor Services concerned, including complaints that could not be resolved by means of our complaint-handling system:

German Arbitration Institute (DIS)

Marienforster Str. 52
53177 Bonn
Germany

<https://www.disarb.org/en/contact>

EUCON - Europäisches Institut für Conflict Management e.V.

Brienner Str. 9
80333 München

<https://www.eucon-institut.de/>

16.3 If You are concluding this Agreement with Honor Technologies Co., Ltd., You agree that the establishment, jurisdiction, and interpretation of this Agreement shall be governed by the laws of Russian Federation. You agree that any and all disputes, compensation claims, and causes of action arising out of or in relation to performing this Agreement or receiving Honor Services under this Agreement shall be submitted to the Russian Courts with jurisdiction for litigation, without applying the United Nations Convention on Contracts for the International Sale of Goods.

16.4 If You are concluding this Agreement with Honor Information Technology Co., Limited, You agree that the establishment, jurisdiction, and interpretation of this Agreement shall be governed by the laws of Hong Kong (China), You agree that any and all disputes, compensation claims, and causes of action arising out of or in relation to performing of this Agreement or receiving Honor Services under this Agreement shall be submitted to Hong Kong International Arbitration Centre (HKIAC) in Hong Kong (China) for arbitration. The result of the arbitration shall be final and binding to both parties.

17. Miscellaneous

- 17.1 This Agreement constitutes the entire legal agreement between You and HONOR and governs Your use of Honor Services and completely supersedes any prior agreements between You and HONOR in relation to Honor Services.
- 17.2 If any court of law having the jurisdiction to decide on this matter rules that any provision of this Agreement is invalid, then that provision will be removed from this Agreement without affecting the rest of this Agreement. The remaining provisions of this Agreement will continue to be valid, legally binding and enforceable upon You and HONOR to the maximum extent permitted by applicable laws.
- 17.3 Unless stated otherwise in this Agreement, neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 17.4 The titles in this Agreement are for the sake of convenience only, and do not have any legal and agreement effect.
- 17.5 You may not subcontract any of Your obligations under this Agreement, or subcontract, transfer, assign, or sub-license any of Your rights under this Agreement.
- 17.6 You hereby acknowledge and agree that HONOR has the right to assign or transfer this Agreement to any of its Affiliates upon prior written notice.
- 17.7 The translations of this Agreement are for reference only. In accordance with Clause 15 herein, if You are concluding this Agreement with Shenzhen Honor Software Technologies Co., Ltd., the standard version of this Agreement shall be in the Chinese language; if You are concluding this Agreement with Honor Technologies Co., Ltd. and/or Honor Information Technology Co., Limited, the standard version of this Agreement shall be in the English language; if You are concluding this Agreement with Honor Technologies Co., Ltd., the standard version of this Agreement shall be in the Russian language. In the event of any inconsistency between the translations of this Agreement and the standard version thereof, the standard version shall prevail.
- 17.8 You and HONOR agree to execute the Honor Agreements via electronic media, including the acceptance of the Agreements by You and HONOR via electronic media in accordance with the applicable "Electronic Signature Law of the People's Republic of China", "E-Commerce Law of the People's Republic of China", "Electronics Transaction Ordinance" (Chapter 553) in Hong Kong, “eIDAS Regulation No. 910/2014” , “Trust Services Act (Vertrauensdienstegesetz-VDG)” , and “Federal Law No. 63-FZ dated 06.04.2011 (as amended on 11.06.2021) On Electronic Signature” . You and HONOR agree that the acceptance in electronic forms has the same legal effect as handwritten signatures. You agree that You can save the Honor Agreements by printing or “save as” .

Exhibit A-List of Countries/Regions

The List may be updated from time to time.

No.	Countries/Regions
Part I	Chinese mainland
Part II	Poland, Slovakia, Czech Republic, Moldova, Romania, Sweden, Iceland, Norway, Finland, Denmark, Greenland, Faroe Islands, Latvia, Lithuania, Estonia, Austria, Hungary, Greece, Cyprus, Bulgaria, Macedonia, Serbia, Croatia, Albania, Slovenia, Montenegro, Bosnia and Herzegovina, Kosovo, Germany, France, Monaco, Belgium, Luxembourg, Netherlands, Portugal, Andorra, Spain, Switzerland, Liechtenstein, Malta, Italy, San Marino, Vatican, United Kingdom, Ireland, United States, Canada
Part III	Russian Federation and Republic of Belarus
Part IV	Countries and regions other than listed in Part I, II and III (where Honor Services are available)

Exhibit B-Conflict of Interest Reporting Form

Conflict of Interest Reporting Form (HONOR and XXX Company)

Types (A/B/C/D/E)	Name	Relationship with HONOR	Relationship with XXX Company	Additional information	Notes