

# HUAWEI Ads Publisher Service Agreement

Last Modified: May 30, 2020

This HUAWEI Ads Publisher Service Agreement (hereinafter referred to as the “**Agreement**”) forms a legally binding agreement between you (also referred to as “**Developer**” or “**Publisher**”) and Huawei (as defined hereunder). This Agreement is a supplementary agreement to the [Huawei Developer Service Agreement](#) and the [Huawei Developer Merchant Service Agreement](#) and together govern your relationship with Huawei when you use Huawei Ads Services. By registering for the Ads Services under this Agreement, or clicking “I Agree” button at the bottom of this Agreement or using any of the Ads Services, you are agreeing to be bound by the terms of this Agreement, the Huawei Developer Service Agreement and the Huawei Developer Merchant Service Agreement from the date of such registration, acceptance or use (“**Effective Date**”).

In the event of any inconsistency between the terms of this Agreement and the Huawei Developer Service Agreement and/or the Huawei Developer Merchant Service Agreement, the terms of this Agreement shall prevail only to the extent of such inconsistency relating to Ads Services.

If You are agreeing to be bound by 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. If You do not have the requisite authority, You may not accept the Agreement on behalf of Your employer or other entity.

## 1. Definitions

Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Huawei Developer Service Agreement or the Huawei Developer Merchant Service Agreement. The following terms shall have the following meanings when used in this Agreement:

- 1.1 “**Ads**” means advertisements and other content served to the Properties using Ads Services through AdsPlatform, including but not limited to texts, pictures, animations, videos, audios, webpages, URLs.
- 1.2 “**Ads Display Policies**” refers to the Ads Implementation Policies, Ads Content Policies and other policies related to Ads Services available at <https://developer.huawei.com/consumer/en/doc/distribution/monetize/20786350> as modified from time to time.
- 1.3 “**Ads Fees**” means payments that you will receive for Ads displayed on your Properties by using Ads Services under this Agreement.
- 1.4 “**Ads Services**”: means the advertising services Huawei provided to you by serving Ads to your Properties through AdsPlatform. For the avoidance of doubt, Ads Services fall under the scope of the Services which are defined in the Huawei Developer Service Agreement.

- 1.5 “**Huawei**”: refers to the applicable Huawei entity(ies) listed in the clause of “Distribution Area and Signing Huawei Entity” (Clause 14) of the Huawei Developer Service Agreement.
- 1.6 “**Huawei AdsPlatform**” (or “**AdsPlatform**”): refers to a mobile ads platform designed to serve Ads to your Properties using professional data processing algorithms.
- 1.7 “**Huawei Ads SDK**” (or “**Ads SDK**”): refers to software development kits relating to Huawei Ads Services provided to You by Huawei.
- 1.8 “**Property(ies)**”: means your mobile application software (including any and all contents therein) (“**App Property**” or “**App**”) and other digital content (“**Content Property**”) you submitted to AdsPlatform and to which Huawei may serve Ads through AdsPlatform.
- 1.9 “**Personal Data**” means your End User’s personal data (e.g.: End User of your App), which are served Ads via Huawei AdsPlatform.

## 2. Ads Services

- 2.1 Your use of the Ads Services is subject to your enrollment on AdsPlatform using an HUAWEI ID (an “**Account**”) you created and Huawei approved. Huawei has the right to refuse or limit your access to the Ads Services. By enrolling in AdsPlatform, you permit Huawei to serve Ads to your Properties. In addition, you grant Huawei the right to access, index and cache the Properties, or any portion thereof, including by automated means. Huawei may refuse to provide the Ads Services to any Property.
- 2.2 To use Ads Services for Apps, you will need to integrate the Huawei Ads SDK, the Ads API of HUAWEI Quick Apps, or the ex-splash ads API. You hereby acknowledge and agree that, by integrating the Huawei Ads SDK, the Ads API of HUAWEI Quick Apps, or the ex-splash ads API in Apps, you agree to be bound by [the Agreement on Use of Huawei APIs](#).
- 2.3 You may use Ads Services only as permitted by this Agreement and the Ads Display Policies (collectively “**AdsPlatform Terms**”) and any applicable laws. Don't misuse the Ads Services. For example, don't interfere with the Ads Services or try to access them using a method other than the interface and the instructions that Huawei provide.
- 2.4 Huawei constantly changes and improves the Ads Services and AdsPlatform. Huawei may add or remove functionalities or features of the Ads Services at any time, and Huawei may suspend or stop an Ads Service altogether. It may affect your use of the Ads Services. You hereby agree to accept any and all such adjustments. Huawei may modify the AdsPlatform Terms at any time. Huawei will post any modifications to the AdsPlatform Terms in accordance with Section 10. If you don't agree to any modified terms in the AdsPlatform Terms, you'll have to stop using the affected Ads Services.
- 2.5 Huawei does not make any commitments about the Ads Services, including but not limited to the content, quality, quantity, price, launch time of Ads, the specific function of the Ads Services, or their profitability, reliability, availability or ability to meet your needs.
- 2.6 Huawei grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license for you to display Ads on the Properties served through AdsPlatform

in accordance with the AdsPlatform Terms. For the avoidance of doubts, you shall not use any Ads, in whole or in part, in any other way or for any other purpose.

### 3. Using Ads Services

3.1 You shall not conduct any and all behavior that may cause harm to the interests of Huawei and advertisers, damage the experience of other Publishers, disturb the market order, adversely affect Huawei's products and brands, cause unfair competition to Huawei or infringe Huawei's legitimate rights and interests under the AdsPlatform Terms, including but not limited to the following:

- (1) Violation of traffic requirements: Obtaining traffic through invalid or hidden activities by falsifying Ads clicks, such as purposely clicking Ads by yourself or persons hired by you, forcing visitors to click Ads, inducement, program access, or automatic update.
- (2) Decompiling Ads SDK: Decompiling Ads SDK in any form; modifying the content, functions, logic, and interfaces of Ads SDK.
- (3) Modifying Ads:
  - (i) Redirecting the link of the landing page of an Ad clicked by End User to another page that is different from the page displayed when the End User directly accesses the landing page;
  - (ii) Storing or caching any part, copy, or derivative information of Ads by means of scraping, spider, index, or any other means;
  - (iii) Changing display of any Ads, such as the location, size and other elements relating to the Ads.
- (4) Inducing and/or forcing End User to click:
  - (i) Providing resource swap and/or incentives to End User if they click a link in non-incentive-oriented advertising cooperation;
  - (ii) Forcing End User to click the promotion link to increase the number of times that End User use your application or make End User continuously use your application;
  - (iii) Covering or hiding any part of the Ads, including the logo, link, and description and so on, as a result of which the promotion content overlaps with the page content.
- (5) Any other act of creating false or invalid traffic, clicks, or downloads, or illegal embedding.
- (6) Other violations. Any other behavior that Huawei reasonably considers to have caused or may cause damage to advertisers' rights, experience of other Publishers, and Huawei's brand or goodwill, or unfair competition to Huawei or infringe on Huawei's other legitimate rights and interests.

3.2 If you submit the loading screen of an App as a Property ("**Loading Screen**") for Ads Services on AdsPlatform and has used Ads Services to display Ads on the Loading

Screen (“**Splash Ads**”), you shall make sure no any other ads or contents in any form will be displayed on such Loading Screen before or after such Splash Ads.

- 3.3 If Huawei finds that your Account data is abnormal, or arising out of any Invalid Activity (defined in Section 4.6), or you are in violation of any of the AdsPlatform Terms in any other ways, Huawei has the right to unilaterally suspend the Ads Services, suspend further payments of Ads Fees, suspend or terminate the participation of any of you Properties in the Ads Services, recover all Ads Fees paid to you under this Agreement, and notify you to remedy your breach within a specified period of time based on the severity of the event. Further, Huawei has the right to terminate this Agreement. Huawei also has the right to terminate your Account and restrict your rights and interests in the Huawei Developer ecosystem and at User service interfaces. You shall indemnify and hold harmless Huawei and advertiser as well as other Publishers against and from any and all losses incurred therefrom.

#### 4. Payments

- 4.1 Huawei will issue, on the 15<sup>th</sup> day of every calendar month following any calendar month (based on the China Standard Time (GMT + 8), a monthly report (“**Settlement Statement**”) of Ads Fees payable in preceding month related to the number of valid impressions of Ads displayed on your Properties, or other valid events performed in connection with the display of Ads on your Properties. The Settlement Statement will be available in your console of the Publisher interface on AdsPlatform. You should check the Settlement Statement in time and accept the Settlement Statement by clicking “Confirm” button therein. If you dispute the Settlement Statement, You may request account reconciliation and file an objection within fifteen (15) calendar days (“**Period for Objection**”) upon issuance of the applicable Settlement Statement. The Parties shall finalize the Settlement Statement within fifteen (15) days in good faith. If you do not file an objection within the Period for Objection, you will be deemed to agree with the Settlement Statement. A Settlement Statement will become effective (i) after the Period for Objection; or (ii) when you click “Confirm” button of that Statement, whichever is earlier (an “**Effective Settlement Statement**”).
- 4.2 Subject to this Section 4, Huawei shall make the payment of Ads Fees in an Effective Settlement Statement to the Settlement Account you registered for Merchant Service within thirty (30) calendar days upon Huawei’s receipt of your invoice or self-billing invoices (when you distribute your Properties in countries or regions in Part 2 or Part 3 of Exhibit A, you agree that Huawei will issue self-billing invoices according to Exhibit C and Exhibit D) or, only if and when Huawei determines that your Properties have remained in compliance with the AdsPlatform Terms (including all Ads Display Policies as identified in Section 1.2) for the entirety of the period for which payment is made and through to the date that such payment is issued. If You issue an invoice to Huawei but fail to submit the said invoice to Huawei as required in Exhibit B, You shall assume all losses arising therefrom, including but not limited to interest losses, lawsuit fees, attorney fees, inspection fees, traveling expenses, and other direct or indirect losses. If you fail to confirm the Settlement Statement or submit the invoice as required within twelve (12) months starting from Huawei’s issuance of the Settlement Statement, you will be deemed to have waived your rights for such Ads Fees and Huawei shall not pay You such Ads Fees.

- 4.3 If your Account is in good standing through to the time when Huawei issues you a payment of Ads Fees, Huawei will pay you in accordance with this Section 4. If Huawei is investigating your compliance with the AdsPlatform Terms or you have been suspended or terminated, your payment may be delayed or withheld. To ensure proper payment, you are responsible for providing and maintaining accurate contact and payment information in association with your Account.
- 4.4 Huawei may (a) withhold and offset any payments owed to you under the AdsPlatform Terms against any fees you owe us under the AdsPlatform Terms or any other agreement relating to the Ads Services, or (b) require you to refund Huawei within 30 days of any invoices any Huawei may have overpaid to you in prior periods. You are responsible for any charges assessed by your bank or payment provider.
- 4.5 Payments will be calculated solely based on Huawei's accounting. You acknowledge and agree that you are only entitled to payment for your use of the Ads Services for which Huawei has been paid; if, for any reason, Huawei does not receive payment from an advertiser or credits such payment back to an advertiser, you are not entitled to be paid for any associated use of the Ads Services. Additionally, if an advertiser whose Ads are displayed on any Property defaults on payment to Huawei, Huawei may withhold payment or charge back your Account.

You may go to Publisher interface of AdsPlatform to check data related to the Ads displayed on your Properties ("**Ads Data**"). If Ads data in the Publisher interface is inconsistent with the settlement Statement, the payable Ads Fees will be the amount in Settlement Statement.

- 4.6 Huawei has the right to withhold or adjust payments to you to exclude any amounts Huawei determines arise from Invalid Activity. "**Invalid Activity**" includes, but not limited to, (i) spam, invalid clicks, invalid impressions, invalid queries, invalid conversions, or other invalid events on Ads generated by any person, bot, automated program or similar device, including through any clicks or impressions, queries, conversions, or other events originating from your IP addresses or mobile devices under your control; (ii) clicks, impressions, queries, conversions, or other events solicited or generated by payment of money, false representation, or requests for End User to click on Ads or take other actions; (iii) Ads served to End User who are otherwise tampering with ad serving or measurement; (iv) any click, impression, query, conversion, or other event occurring on a Property that does not comply with the Ads Display Policies; (v) any click, impression, query, conversion, or other event occurring on a Property associated with another Account you use; and (vi) all clicks, impressions, queries, conversions, or other events in any Account with significant amounts of invalid activity, as described in (i-v) above or with the types of invalid activity indicating intentional misconduct. In the event Huawei detects Invalid Activity, either before or after issuing a payment for that activity, Huawei reserves the right to debit your Account, and adjust future payments accordingly, for all invalid clicks, impressions, queries, conversions, or other events including for all clicks, impressions, queries, conversions, or other events on Properties that do not comply with the Ads Display Policies.
- 4.7 Huawei may refund or credit advertisers for some or all of the advertiser payments associated with a Publisher's Account. You acknowledge and agree that, whenever Huawei issues such refunds or credits, you will not be entitled to receive any payment for any associated use of the Ads Services.

4.8 Minimum Payment Threshold. If the cumulative amount to be settled within one calendar month is less than the applicable minimum payment threshold listed in below table, the payment will be made when the payable amount reaches the minimum payment threshold. If the cumulative payable amount does not reach the minimum payment threshold for consecutive six months, Huawei shall pay the payable Ads Fees every six months.

Ads Serving	Registration Location of Publisher	Currency	Minimum Settlement Amount
Mainland China in Part 1 of Exhibit A	Mainland China	CNY	0
	Outside Mainland China	CNY	¥1000
Countries/regions in Part 2 of Exhibit A	all	EUR	€200
Countries/regions in Part 3 of Exhibit A	all	EUR	€200

#### 4.9 Payment currency

4.9.1 In accordance with Clause 1.5 hereinabove under this Agreement:

- (1) if you are registered in the same country/region of the applicable Huawei entity, the payment currency shall be the legal currency of such country/region;
- (2) if you are not registered in the same country/region of the applicable Huawei entity, the payment currency shall be the currency you selected when you registered for Merchant Service.

4.9.2 Exchange rate: If the transaction currency paid by advertisers is different from the settlement currency which you had chosen, Huawei will use the published exchange rate it adopted to convert it into the settlement currency. If the settlement currency differs from the currency of your receiving account, the currency conversion will be made by an intermediary bank, and the exchange profit and loss and other handling fees shall be borne by you.

4.9.3 If there is a valid supplementary agreement to this Agreement between you and Huawei providing any other payment currency, such other payment currency shall apply.

## 5. Taxes

5.1 As between you and Huawei, Huawei is responsible for all taxes (if any) associated with the transactions between Huawei and advertisers in connection with Ads displayed on the Properties. You are responsible for all taxes (if any) associated with the Ads Services, other than taxes based on Huawei's net income.

5.2 All Ads Fees payable to you by Huawei under this Agreement shall be inclusive of any applicable taxes and will not be adjusted. If Huawei is obligated to withhold any taxes

from its payments to you, Huawei will notify you of this and will make the payments net of the withheld amounts. Huawei will provide you with original or certified copies of tax payments (or other sufficient evidence of tax payments) if any of these payments are made by Huawei.

## **6. Confidentiality**

- 6.1 You agree not to disclose Huawei Confidential Information without Huawei's prior written consent. "Huawei Confidential Information" includes: (1) all Huawei software, technology and documentation relating to the Ads Services; (2) click-through rates or other statistics relating to Property performance as pertaining to the Ads Services; (3) the existence of, information about, or the terms of, any non-public beta or experimental features in a Ads Service; and (4) any other information made available by Huawei that is marked confidential or would normally be considered confidential under the circumstances in which it is presented. Huawei Confidential Information does not include information that you already knew prior to your use of the Ads Services, that becomes public through no fault of yours, that was independently developed by you, or that was lawfully given to you by a third party.
- 6.2 Notwithstanding Section 6.1, you may accurately disclose the amount of Huawei's gross payments of Ads Fees resulting from your use of the Services.

## **7. Indemnity**

- 7.1 You agree to indemnify and defend Huawei, its Affiliates, agents, and advertisers from and against any and all third-party claims and liabilities arising out of or related to the Properties, including any content served on the Properties that is not provided by Huawei, your use of the Services, or your breach of any term of the AdsPlatform Terms. Huawei's advertisers are third-party beneficiaries of this indemnity.

## **8. Representations and Warranties**

- 8.1 You agree hereby represent, warrant and covenant that:
  - (1) you have full power and authority to enter into the AdsPlatform Terms and entering into or performing under the AdsPlatform Terms does not violate any agreement you have with a third party or any third-party rights, or any applicable laws and regulations;
  - (2) you are the owner of, or are legally authorized to act on behalf of the owner of, each Property;
  - (3) you are the technical and editorial decision maker in relation to each Property on which the Services are implemented and you have control over the way in which the Ads Services are implemented on each Property;
  - (4) Huawei has never previously terminated or otherwise disabled an Account created by you due to your breach of the AdsPlatform Terms, including due to Invalid Activity;
  - (5) all of the information provided by you to Huawei is correct and current.

- (6) You are not subject to or threatened by any claim, lien, or litigation that affect or may affect the rights of Huawei under the AdsPlatform Terms.
  - (7) You will display Ads on your Properties as served through AdsPlatform and in accordance with AdsPlatform Terms.
  - (8) You will ensure the normal operation of the Properties, and you will not make any major adjustment to the location on your Properties to display Ads without Huawei's prior written consent. A major adjustment refers to the adjustment to one or more factors that have important impact on the decision-making of Huawei/advertisers about Ads Services, such as the traffic, quality, and value of the Properties. Such major adjustments include but are not limited to increasing or decreasing the Ads release rounds, and greatly modifying the design and/or content of the page where the display location of Ads.
  - (9) You will not make any changes to the Ads or use any Ads, in whole or in part, served through AdsPlatform in any other way or for any other purpose.
  - (10) You will not change your Ads Data on AdsPlatform by any means, including but not limited to modifying the click-through rate, exposure rate, conversion rate.
- 8.2 If your use of Ads Services does not comply with the terms of the AdsPlatform Terms, you shall promptly provide qualified Properties for Ads display free of charge, or refund related payment Huawei paid you. Huawei also has the right to terminate the Ads Services to related or all Properties you submitted to AdsPlatform, and you shall indemnify and hold harmless Huawei against and from any and all losses incurred therefrom upon Huawei.
- 8.3 No conditions, warranties or other terms apply to any Ads Services supplied by Huawei under the AdsPlatform Terms unless expressly set out in this Agreement. No implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

## **9. Data Protection**

- 9.1 You will ensure that at all times you use the Ads Services, the Properties have a clearly labeled and easily accessible end user agreement and privacy policy provided to your End User for ads serving, and you have obtained your End User's consent to be served with Ads on the Properties, including but not limited to Splash Ads. Your use of Ads Services on any of your Properties shall be deemed that you have obtained your End User's such consent.
- 9.2 You must obtain your End User's legally valid consent to the collection, sharing, and use of Personal Data for personalization of ads for Ads services. Consent needs to be obtained via End User being given an option to take affirmative action to indicate consent. You must retain records of consent given by your End User and provide End User with clear instructions for withdrawing their consent.
- 9.3 The Personal Data includes (1) device information, such as Open Advertising ID ("**OAID**", the device ID generated by Huawei), Google Open Advertising ID ("**GAID**", the device ID generated by Google), and device identifier; (2) network information (such as IP address, network type and carrier information), operating system



information; (3) location information; (4) App information (such as name, version and language), and (5) Ad event information (Ad clicks and actions, such as open, download or play different Ads) in the Properties.

- 9.4 If your App has permission enabled for use of location data, location information may be collected and used for Ads services when End User has given appropriate authorizations.
- 9.5 You must tell in Huawei AdsPlatform interface whether the End User is a child. You are responsible for all consequences caused by the wrong notification or failure to notify the child's mobile phone.
- 9.6 You shall have a publicly stated privacy policy in compliance with applicable laws and regulations. The privacy policy shall be displayed prominently in your App. You must disclose clearly how End User's Personal Data will be used as a consequence of end user giving consent on your App. End User need to have sufficient information to be able to reach their ad controls provided by Huawei on End User's device. You must clearly identify each party, in addition to Huawei, that may collect, receive, and/or use Personal Data as a result of your use of Ads Services. You must also provide End User easily accessible information about that party's use of Personal Data.
- 9.7 The Parties acknowledge and agree that they are independent data controllers or the equivalent of based on applicable data protection laws. It is further acknowledged that in respect of any Personal Data, under no circumstances shall either Party be a joint controller, or comparable, implying joint control and responsibility between the Parties.
- 9.8 The application of this Agreement shall not prevent either Party from performing its statutory obligations in accordance with applicable laws.

## **10. Termination**

- 10.1 If either party terminates the Huawei Developer Service Agreement or the Huawei Developer Merchant Service Agreement, this Agreement shall automatically terminate with the same effective date of termination.
- 10.2 Huawei may unilaterally terminate this Agreement by sending a written notice to you at least three (3) months in advance. If you desire to terminate this Agreement, you shall notify Huawei in written at least three (3) months in advance. This Agreement shall be terminated after you complete all confirmed advertisement launch tasks and both Parties complete the corresponding settlement.
- 10.3 Termination of this Agreement shall not result in automatic termination of the Huawei Developer Service Agreement and the Huawei Developer Merchant Service Agreement between the parties; however, the party may, at its sole discretion, choose to terminate the Huawei Developer Service Agreement or the Huawei Developer Merchant Service Agreement with the same effective date of termination of this Agreement in accordance with the termination terms therein.
- 10.4 If You delete Your Account after termination of this Agreement, all data (including Your data, User Data, and Product Operation Data) stored in Your Account will be permanently deleted.

10.5 Any provisions of this Agreement which expressly or by their nature are intended to survive the termination of the Agreement, will continue in full force and effect subsequent to and notwithstanding such termination, until such provisions are satisfied or by their nature expire.

### **11. Changes to this Agreement**

Please refer to the clause of “Notices and Updates” (Clause 13) of the Huawei Developer Service Agreement.

### **12. Distribution Area and Signing Huawei Entity**

Please refer to the clause of “Distribution Area and Signing Huawei Entity” (Clause 14) of the Huawei Developer Service Agreement.

### **13. Governing Law and Dispute Resolution**

Please refer to the Clause of “Governing Law and Dispute Resolution” (Clause 15) of the Huawei Developer Service Agreement.

### **Exhibit A - List of Countries/Regions**

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

### **Exhibit B - Issuance of Invoices**

1. If You use Ads Services on your Properties distributed in mainland China in Part 1 of Exhibit A (List of Countries/Regions):

1.1 If You are a tax resident of mainland China, You must register Your VAT taxpayer status (i.e. ordinary taxpayer or small-scale taxpayer) and the VAT rate You will use on this Website when providing invoices to Huawei. If You are an ordinary VAT taxpayer, You must issue Chinese VAT-specific invoices to Huawei for Ads Fees to be paid to You. If You are a small-scale VAT taxpayer, You must issue 3% special invoices to Huawei. If your invoice fails to comply with applicable laws and regulations and causes losses of Huawei, you have to compensate all such losses of Huawei.

1.2 If You are not a tax resident of mainland China, all the applicable Indirect Taxes of payable Ads Fees shall be borne by You in accordance with applicable tax laws of mainland China. Huawei will withhold the Taxes and pay them to local tax authorities as required by local tax laws and regulations. The final amount paid by Huawei to You is the remaining balance after deducting all relevant taxes. You must issue a commercial invoice to Huawei of the total settlement amount, including all withholding taxes (including VAT).

1.3 You must issue an invoice to Huawei for the gross amount of each payment Huawei paid You under this Agreement. You must provide the invoice within five (5) working days after the Settlement Statement become effective. Huawei shall pay you the Settlement Amount after receiving Your invoice.

2. If You uses Ads Services on your Properties distributed in a country or region listed in Part 2 and Part 3 of Exhibit A:

2.1 You agree that Huawei will perform self-billing in accordance with Exhibit C and Exhibit D. You will not be required to provide invoices to Huawei. If You are VAT registered, You must provide Huawei with Your VAT number during registration on the Website in order for Huawei to perform self-billing. If You have canceled Your VAT number or Your VAT number has changed, You must contact Huawei immediately. All input VAT deemed irrecoverable/output VAT assessed as due / interest or penalties imposed by a tax authority assessment due to Your failure to do so shall be borne by You. If You are not VAT registered, Huawei shall issue a non-VAT self-billing invoice on Your behalf.

### **Exhibit C - Self-Billing Agreement**

This is an agreement to a self-billing procedure between

Huawei (the self-biller) Name: VAT Number:

and

Developer (the self-billee) Name: VAT Number:

Huawei agrees:

1. To issue self-billed invoices for all supplies made to them by the Developer until further notice.
2. To complete self-billed invoices showing the Developers name, address and VAT registration number, together with all the other details which constitute a valid VAT invoice.
3. To make a new self-billing agreement in the event that their VAT number changes or where they cease to be registered for VAT.
4. To inform the Developer if the issue of self-billed invoices will be outsourced to a third party

Developer agrees:

1. To accept invoices raised by Huawei on their behalf until further notice.
2. Not to raise sales invoices for the transactions covered by this agreement.
3. To notify Huawei immediately if they:
  - (a) Change their VAT registration number;
  - (b) Cease to be VAT registered;
  - (c) Sell their business, or part of their business.

## Exhibit D - Self-Billing Invoice Sample

Upon signing this agreement, You agree to below self-billing invoice samples are in order.



## SELF BILLING INVOICE

**Supplier:**

Company Name  
Address  
VAT number

**Invoice Date:**

Nov xx, 2019

**Date of Supply:**

Oct xx, 2019

**Customer:**

Company Name  
Address  
VAT number

**Invoice Number:**

12345678

**Currency**

EUR/USD...

Description		Amount(Currency)	Amount (EUR/HKD)
Digital Services	Subtotal:	0.12	0.07
	VAT(0%/23%)	0.00	0.00
	<b>Total</b>	<b>0.12</b>	<b>0.07</b>

This invoice was generated electronically and automatically.

This is the original electronic version.

Reverse charge applies to such self-billing invoice where applicable.