Offer Agreement on distribution of software products on the android app store (for Developers)

Last updated: June 19, 2026

The subject of the regulation of this Offer Agreement on distribution of software products on the android app store (for Developers) (hereinafter - the "**Agreement**") is the relationship between:

FRESH CODE FZCO, a legal entity created and existing under the laws of the United Arab Emirates, with Registration Number: 33193, address: Techno Hub 2, Level 2, Premises Number: A132-E, Dubai Silicon Oasis, Dubai, United Arab Emirates, hereinafter referred to as the "**Company**", and which has the rights to place the Products on the android app store via the website and the mobile application of the app store (which together and separately hereinafter are referred to as the "**Service**"), and

You, hereinafter referred to as the "**Developer**",

hereinafter collectively referred to as "**the Parties**" and individually as "**the Party**",

on the conditions stipulated in this Agreement, posted at https://freshcodeac.com/offer-for-developers.

This Agreement is deemed accepted by the Developer in full and without any reservations from the moment the Payment Acceptance System is enabled in the Product(s).

DEFINITIONS

"Service" means a store for mobile applications on the Android operating system, agreed upon by the Parties by email, and used by the Company to provide the Developer with the possibility of placing and/or promoting the Products (provide public access to the Products) and to enable Users to use the Products.

"**Products**" mean software, content, digital materials, and other items and services posted by the Company on behalf of the Developer via the Service. The term "Products" used in plural is equally applicable to the corresponding object in the singular, posted by the Company on behalf of the Developer through the Service.

"**Developer**" means legal entity that provides Products for their further placement by the Company through Service in accordance with the terms and conditions of the Agreement.

"User" means any individual who accesses the Products using the Device, under the terms of the Service's User Agreement.

"Device" means any technical device that can be used to access the Products.

"API" - the set of procedures, functions, and structures of the Service where the Products will be distributed, it shall be built into the Products for purposes of ensuring compatibility of the Products with the Service. Access to the API is provided at no charge and may be terminated in whole or in part without notification or explanation.

"Territory" means the territory of countries where the use of Service is available.

"**Company's Personal Account"** means a set of technical and software tools provided to the Company for the placement and distribution of Developer's Products through the Service.

"Developer's Income" - the total amount of User payments actually paid by them in favor of the Developer in the Reporting Period, including the amount of applicable taxes, costs of refunds to Users, canceled payments and fraudulent payments. Acceptance of payments from the User is carried out in accordance with the conditions specified in clause 3.9 of this Agreement.

"Payment" - money paid by the User for the use of the Product or when using the Product, including, but not limited to, for providing access to content/goods/services ("**goods**").

1. Subject Matter of the Agreement

1.1. In accordance with this Agreement, Company through Service provides the Developer with services for placing and/or promoting offers to purchase (distribute) Products, for searching for mobile applications using Service in order to provide Users with access to the Developer's Product on Service and in services hosted on Service, in the Territory ("**Services**"). Distribution of Products is performed solely on behalf of the Developer, so the Developer must provide full and accurate information about himself before distributing the Products, as well as comply with other terms and conditions of this Agreement.

1.2. This Agreement applies both to the Products provided to Users free of charge and to Products provided for a fee to the Developer's discretion.
The Developer hereby instructs the Company to organize the process of accepting, processing, returning payments from Users, as well as resolving any possible disputes with Users regarding access and subsequent use of the Products.

1.3. For the purpose of this Agreement, Developer grants Company a non-exclusive, royalty-free license with the right to sublicense to use the Products in the Territory in the manner stipulated in Clause 6.1 hereof.

1.4. The Company, as part of the provision of services under this Agreement, registers a Personal Account on the Service on its own behalf, through which it will distribute Products on behalf of the Developer.
1.5. The Developer is obliged to provide the Company with the information specified in clause 2.4. Agreements, as well as information that, in accordance with applicable law, must be placed in the Product card on the Service.
1.6. In case of changes in the Developer's data provided to the Company in accordance with the terms of clause 1.5. Agreement, as well as those specified by the Company when placing the Developer's Products on Service, the Developer is obliged to notify the Company about this by e-mail on report@freshcodeac.com no later than 3 (three) business days.
2. The terms of this Agreement, warranties and representations
2.1. The Developer warrants and represents Company that it: 2.1.2. is the legal owner of the Products; 2.1.2. has the right to enter into and execute this Agreement; 2.1.3. the content of the Products complies with the legislation applicable in the country of distribution of the Product, including, but not limited to, the legislation on the collection and processing of personal data of Users, and does not violate the rights and legitimate interests of third parties.
2.2. The Developer shall guarantee hereby that he/she has sufficient legal and/or contractual rights to grant rights to use the Products by the Company through their distribution through the Service under the terms of this Agreement, and that it is in possession of documents confirming such rights. Upon the Company's request, the Developer shall immediately provide the latter with duly certified documents confirming that the Developer has the above rights.
2.3. Upon the Company's request or in connection with an official request from a third party, the Developer shall provide documents confirming his rights to use the Products and to grant rights to Company for its use, including possible copyright agreements, licenses and permissions from right holders.
2.4. The Developer undertakes to place in the Products and/or together with them the information mandatory for providing to the Users in accordance with the requirements of the applicable law, including: information about the person who placed the software (Products), his name, legal and actual addresses, including the country of registration, taxpayer identification number (TIN) or other identification registration number of the Developer in the country where it is registered, other contact information, reference to data privacy policy, reference to the User Services Rules/ User Agreement.
2.5. The Developer acknowledges and confirms that the Developer's Products are hosted and maintained by the Developer independently, and that the Developer acts independently of the Company and does not act on behalf of or on behalf of the Company. The processing of the Users' personal data during its interaction with the functionality of the Developer's Products is regulated by the Developer's user documentation for the Products; in this case, the Developer acts as an independent operator of personal data and is fully responsible for the processing of the User's personal data in full accordance with the applicable law.
2.5.1. As the personal data operator for the Developer's Products sold through the Service, the Developer entrusts the Company with the processing of personal data (hereinafter referred to as "**Entrustment**") of the Developer's Products sold through the Service in order to fulfill this Agreement, including to resolve any disputes related to payments for the Developer's Products sold through the Service.
2.5.2. List of categories of personal data entrusted to be processed in accordance with the Entrustment: date, time, and amount of the Payment, receipt, transaction ID (ARN), use of 3DSec, name of the Developer's Product, confirmation of the fact that the product/services were provided in full (logs of activation, enrollment, use of digital products, subscription registration, etc.), confirmation of the fact that the user of the Product was familiarized with the terms of use of the Product before making the Payment, including the terms of automatic debiting of Payments (subscriptions of the user of the Product).
2.5.3. List of data processing methods: collection, receipt from payment services that were used to make a payment, systematization, transfer, including to partners who participate in making payments, use, storage, deletion, and destruction.
2.5.4. The data processing period for the Entrustment is until the expiration of this Agreement.
2.5.5. As part of the execution of the Entrustment, the Company is obliged to comply with the confidentiality of the personal data entrusted for processing, the requirements of applicable law, upon the Developer's request during the validity period of the Entrustment, including before the processing of personal data, to provide documents and other information confirming the adoption of measures and compliance in order to execute the Entrustment, and to ensure the security of personal data during their processing.
2.5.6. In order to fulfill the Entrustment, the Company has implemented requirements for the protection of processed personal data.

2.5.7. The Company will notify the Developer in the event that the Company establishes the fact of an unlawful or accidental transfer (provision, distribution, or access) of personal data entrusted for processing, which has resulted in a violation of the rights of users of the Developer's Products implemented through the Service.
2.6. The Developer undertakes to include the mark of information products in the Products in accordance with the category stipulated by the applicable laws in the field of protection of children from information harmful to their health, and is solely responsible for the correctness of the selection of the corresponding information product mark in accordance with the applicable laws in force.
2.7. In case of non-performance or improper performance by the Developer of the requirements, specified in Clauses 2.4. and 2.6. hereof, if it resulted in bringing Company to administrative responsibility and imposing an administrative penalty on Company by a competent authority, the Developer undertakes to compensate Company the losses incurred in connection with this in full, including compensation for the fines paid by Company and possible court expenses.
2.8. In case of claims from third parties, including Users, related to the placement of the Developer's Products via Service, and/or its content, and/or uninterrupted access to them, the Developer resolves the said claims by itself and at his own expense, without involving Company. Company is released from any liability related to the resolution of such disputes, and has the right to offer to contact the Developer directly on all issues related to the resolution of such disputes on the data provided by the Developer for the purpose of placing the Products on the Service. The Developer shall provide the necessary contact information, using which third parties, including Users, may promptly contact the Developer to settle their claims.
2.9. The Developer shall guarantee the Company that the Products do not contain any malicious objects (computer viruses), have no remote access means ("Trojan horses"), do not install any additional modules, links, modifications to individual User settings on the Devices during operation, do not transfer any User personal or technical information without the explicit consent of the Users.
2.10. The Developer is fully solely responsible (and releases Company from liability) for the Products, including the use of the Service's API, and for the consequences resulting from the actions of placing the Products through the Service, including any losses and damages that may be incurred by Company.
2.11. The Developer shall not distribute via Service Products that are intended to distribute and/or facilitate the distribution of mobile applications for Android devices outside of Service (other mobile app stores), as well as Products that provide Users with functionality similar to the Service's services.
2.12. The Developer hereby confirms his consent to receive from the Company by e-mail (in the form of emails), by phone (in the form of sms messages, push notifications) and by other means of advertising informational, service messages, messages about completed transactions, messages about updates to the functionality of the Service, about passing surveys, messages about malfunctions/errors identified during the operation of the Service, and so on.
2.13. The Developer is notified that the Company has the right to refuse the Developer to place the Developer's Product in the Service, as well as to terminate/suspend the placement of the Product in Service if the Product does not comply with the Requirements for applications placed in the Service.
2.14. The Developer confirms that the subject of the agreement between the Developer and the User is services for organizing the game process (for Products that are online games) and/or organizing the process of using the Products.
3. Rights and obligations of the Developer
3.1. The Developer shall be entitled to involve third parties to exercise the rights and obligations under this Agreement, remaining responsible to the Company for their actions as his own.
3.2. The Developer undertakes in accordance with applicable law to develop and make publicly available information and/or all documents required under applicable law to provide full information to Users about the Products, User support, the Developer and/or other persons providing support to Users. This information, among other things, shall enable the User to accurately determine the type of services rendered, the method of their provision, as well as the manner of payment for them (if applicable), and other material terms of services in connection with the Products.
3.3. The Developer shall independently provide full hardware maintenance for the operation of the Products themselves. The Developer is liable to Company and Users for any malfunctions or errors in the operation of the Products.
3.4. The Developer undertakes to organize support for Users (regarding the use of the Products) in accordance with the requirements of applicable law. Support for Users on issues related to the acceptance of Payments is carried out jointly by the Company and the Developer.
3.5. The Developer undertakes to compensate, at its own expense, for any material or moral damages suffered by Users, if such damage or harm was caused in connection with the use of the Products or its contents. Liability for such damages cannot be attributed to the Company in any case.

3.6. In the case of third party claims related to the placement of software or files of the Developer's Products or in connection with the placement of Products in the Service or uninterrupted access to it, the Developer resolves the said claims by itself and at its own expense.

3.7. The Developer confirms that it has all necessary rights to use the Products and to grant Users the rights to use them during the entire period of placement of the Products on the Service.

3.8. In the event of the Developer's preventive maintenance or technical activities including updating the content of the Products, which leads to suspension of the operation of the Products, the Developer shall notify the Users by posting the relevant information in the Products.

3.9. The Developer who provides Users with access to content, goods, services, software products, etc. through the Product for a fee, has the right to instruct the Company to accept Payments from Users by the Payment Acceptance System in accordance with the conditions specified in the Appendix No.1 to this Agreement.

3.10. In the event of liquidation (termination of activities), the Developer shall notify the Company in advance (at least 15 (fifteen) calendar days) of the planned liquidation date, as well as the relevant bank details for the completion of mutual settlements of the Parties.

4. Rights and obligations of the Company

4.1. The Company shall be entitled to involve third parties to exercise the rights and obligations under this Agreement, remaining responsible to the Developer for their actions as his own.

4.2. The Company has the right to organize and conduct marketing activities on the Service in relations with the Users of the Service. In this case, if as a result of such activities, the Users of the Service receive discounts on services in the Developer's Products, the Company compensates the Developer for the amounts of the provided discounts.

5. Company's Remuneration

5.1. Company's remuneration for the Services provided under the Agreement ("**Company's Remuneration**") is a 18% (eighteen percent) of the Developer's Income for the applicable Reporting Period after the deduction of applicable taxes, unless otherwise additionally agreed by the Parties. Company's Remuneration includes all applicable taxes, fees, as well as the cost of payment systems services engaged by the Company to provide the Services.

5.2. Company collects User Payments by acting as an agent of the Developer, with the right to engage subagents. After the end of the Reporting period, Company transfers to the Developer the amount of the Developer's Income after withholding the Company Remuneration, minus the applicable taxes withheld by Company,costs of refunds to Users, canceled payments and fraudulent payments (hereinafter referred to as the "**Transferred Amount**").

5.3. Any payments under the Agreement must be made in USD or CNY or other currencies as agreed by the Parties, by wire transfer using the Developer's payment details, within sixty (60) calendar days from the moment of receipt of the Invoice signed by Developer, and provided that the payment amount is not less than CNY 8,300 (Eight thousand three hundred yuan), or USD 1,175 (One thousand one hundred seventy five US dollars), unless otherwise additionally agreed by the Parties (hereinafter referred to as the "**minimum transferred payment**").

5.4. The date of payment shall be the date when the funds are debited from the Company's settlement account.

5.5. The Developer shall pay the bank commission for the transfer of the Transferred Amount at his own expense, which is set depending on the payment currency and is: 100 (One hundred) US Dollars or 800 (Eight hundred) Chinese Yuan. The Transferred Amount is reduced by the amount of the bank commission. Payment shall be made by the Company within 60 (Sixty) calendar days from the date of receipt of an Invoice signed by the Developer for payment of the Transferred Amount after deducting the bank commission.

5.6. Each of the Parties undertakes to pay at its own expense all taxes and fees due under this Agreement to the budget of the country of which it is a resident.
If, in accordance with applicable law, the Company is subject to the duties of a withholding agent, the Developer's Income shall be paid to the latter, less amounts withheld by the Company. At the same time, the Company has the right to request, and the Developer is obliged to provide, within 10 days, additional information/documents necessary for the calculation and payment of tax.
The Company has the right to withhold taxes from the Developer's Income, including those relating to previous periods, if the corresponding withholding was not made when paying taxes for those periods.

5.7. The Developer is notified and agrees that, in accordance with applicable law, when selling goods/work/services in the territory of a foreign country, the price of the Products is indicated in the currency of that foreign country. The Parties agreed that when transferring funds to the Developer, the conversion of a foreign currency is carried out at the exchange rate additionally agreed upon by the Parties.

In the event that foreign currency exchange rate fluctuations during the unpaid Reporting period (Reporting periods) is more than 20%, both up and down, the Parties agreed that the average exchange rate agreed upon the Parties for the entire relevant Reporting period (all Reporting Periods) will be applied for conversion.

5.8. The Parties acknowledge that the currency of Agreement is USD or CNY.

5.9. Acceptance of Payments from Users through Service is carried out by connecting the Payment Acceptance System to the Company's Personal Account.

5.10. All payments under the Agreement shall be made by wire transfer using the Developer's banking details.

The Developer is responsible for the accuracy and relevance of his details provided to the Company for transfers of funds, and undertakes to immediately notify Company of its change within 3 business days.

5.11. Detailed conditions and procedure for organizing the acceptance, distribution, transfer in favor of the Developer, as well as the return of User Payments are specified in the Terms of Acceptance of Payments, specified in Appendix No. 1 to this Agreement and which are its integral part.

5.12. On behalf of the Developer and on the basis of his letter, payment of the Transferred Amount can be made by the Company to bank details of the Developer specified in such letter.

5.13. By agreement of the Parties, payment of the Transferred Amount to the Developer by a third party («**Third Party»**) on behalf of the Company is allowed, including from the details of the Company/Third Party other than those specified in this Agreement. All banking expenses of correspondent banks and the Third Party's bank are charged to the account of the Third Party. All bank expenses of the Developer's bank are charged to the Developer's account. In case of payment of the Transferred Amount by a Third Party, the payment date is considered to be the date of debiting the funds from the Third Party's account.

If the Transferred Amount, paid by a third party on behalf of the Company to the Developer's account, is returned to the Third Party's account due to the fault/initiative of the Developer, the Developer's bank and/or the Developer's correspondent bank minus the bank commissions withheld by the banks, then a repeat payment of the Transferred Amount shall be made in the amount of the returned payment received on the third party's account. In case of repeated payment, Company has the right to withhold from the Transferred Amount bank's commission in the amount specified in clause 5.5 of this Agreement.

6. License

6.1. For the purpose of this Agreement, the Developer grants to Company a non-exclusive, royalty-free license with the right to sublicense to use the Products in the Territory in such ways as:

(a) making the Products available to the public on the Internet in such a manner that any person may access the Products from any location and at any time;

(b) placement of Products in the Service;

(c) reproduction of the Products on the Service's server hardware (if the reproduction is not performed on the Developer's side);

(d) promotion of the Service using mention of the Product, including its individual components, such as logos, etc.;

(e) other means necessary for the purpose of executing this Agreement.

6.2. Company has the right to transfer, without limitation in the Territory, the rights to use the Products to the Users by sublicensing them under the terms of the standard agreement concluded between Service and Users under the terms of the public Service's User Agreement.

6.3. The Developer confirms that he is familiar with the text of the User Agreement specified in clause 6.2 of this Agreement and has no objections to the granting of the rights to use the Products to the Users under the terms of the said User Agreement.

6.4. The Developer hereby warrants that (a) the Developer is the copyright holder or legal owner of the Products (or the copyright holder of the Products is a person additionally designated by the Developer), (b) the granting of rights to Company/Service/Users to use the Products under this Agreement does not and will not violate the terms of any transactions by the Developer with third parties, (c) the use of the Products under this Agreement does not violate any third party rights, including but not limited to copyright, rights to trademarks and other means of individualization, as well as the personal non-property rights of individuals.

7. Exemption clause

7.1. Limitation of Liability. Under no circumstances, whether as a result of breach of the Agreement, warranty, tort (including but not limited to negligence), or any other claim or cause of action, will Company or Service be liable to the Developer for indirect, incidental, special, punitive or consequential damages arising out of or in connection with the development, licensing, distribution or operation of Service, even if the other party was aware of the possibility of said damages in advance.

7.2. Service is used by the Company "as is". As a consequence, the Developer is notified and agrees that the Service may not meet individual preferences and expectations of the Developer or Company. The Developer is notified and

agrees that Service may contain errors and its operation may be interrupted due to technical failures. Service's liability related to the warranties provided with respect to the operation and use of Service is limited to the norms of applicable law. Responsibility for the accuracy, relevance, legality and reliability of the information, data, materials and everything else contained in the products of third parties and posted on Service, shall be borne by those third parties who have posted such products. Service, for its part, requires that all the Developers who place their Products on the Service strictly comply with applicable law and the rights and legitimate interests of third parties.

7.3. The Developer's liability disclaimer. The Developer undertakes to release Company and its parent company, subsidiaries, affiliates and each of their directors, officers, attorneys, accountants and agents from any liability, and in case of its imposition, to compensate losses in full, in connection with expenses, damages, losses, obligations (including legal fees services) as a result of claims, lawsuits and proceedings against the above-mentioned persons related in one way or another to (i) the Developer's violation of this Agreement or any guarantees and representations of the Developer, provided for in this Agreement, or (ii) violation by the Developer of any laws, rules or regulations regarding the distribution, promotion, marketing, operation or maintenance of Products.

8. Terms and conditions of liability

8.1. The Parties shall be liable for failure to perform or improper performance of their obligations in accordance with applicable law.
Under the terms of this Agreement, the Parties have agreed that "**applicable law**" means the law of the country in which the Product is distributed.

8.2. The Developer is responsible for the content and accuracy of the information contained in the Products, for violation of copyright/related rights, unauthorized use of trademarks, trademarks, company names and their logos, and for the obligations assumed to third parties regarding the services.

8.3. In case of claims from third parties (including right holders) related to the Products, or if there is a binding decision of judicial or other state bodies, the Company, having notified the Developer about the received claim/resolution, has the right to stop/suspend the Product placement in Service until the dispute (claim) arises or the court/state body decision changes, and the Developer undertakes to settle these claims at its own expense.

8.4. In case of involvement of the Company or Service through the fault of the Developer in a lawsuit or initiation of an administrative case against the Company or Service related to possible violation by the Developer of the rights of third parties or requirements of the applicable law, the Developer undertakes, upon request of the Company, to provide necessary explanations and/or documents requested by the Company in connection with such violation, as well as to act in a judicial or administrative case on the side of the Company or Service. Also, if fines are imposed on Company or Service by regulatory authorities in connection with the Developer's performance of his obligations under this Agreement, the Developer shall reimburse Company or Service for losses incurred in connection with this in full, including court and other expenses.

8.5. In case of violation of any of the terms and conditions set forth in this Agreement, as well as in case of claims against the Products by third parties (including copyright holders) or a decision of a judicial or other binding governmental authority, the Company is entitled to apply one or more of the following sanctions against the Developer and/or the Products (any of them) at its option:
(a) issue a warning to the Developer to remedy the violation within the time period specified by the Company;
(b) partially or completely temporarily block the operation of the respective (any of) the Products, and if the violation is not eliminated within the specified period, indefinitely terminate the technical possibility to place the said Products through the Service, without liability to the Developer for such blocking and without compensation to the Developer for any losses incurred, including loss of profits;
(c) indefinitely terminate the provision of technical capability to place the relevant (any of) the Developer's Products on the Service, without liability to the Developer for this and without reimbursing the Developer for any losses incurred, including lost profits, without issuing a warning;
(d) apply other measures, including technical measures, at its own discretion.

9. Confidential Information

9.1. The Parties agree to treat the following data as confidential information (as a trade secret to the extent permitted by applicable law): information transmitted by one Party (the hereinafter - "**Disclosing Party**") to the other Party (the "**Receiving Party**"), indicating its confidential nature, and information which is expressly designated in this Agreement as confidential. The Receiving Party shall use the Disclosing Party's confidential information solely for the purpose of performing its obligations under this Agreement.

9.2. Confidential information, in particular, includes: its text, including any annexes, certificates and other documents attached thereto, data of the statistical system, the content of the Parties' business correspondence and negotiations, special data related to the Parties' activities.

9.3. The Receiving Party may not disclose confidential information of the Disclosing Party, namely: (may not provide information to third parties, except in cases where the specified parties have the appropriate authority granted by law.) The confidentiality obligations shall be performed by the Receiving Party during the term of this Agreement and for ten (10) years from the expiration or early termination of the Agreement.

9.4. The Parties acknowledge and agree that any Confidential Information that may be provided or become known to either Party shall be treated as confidential, shall be used solely in connection with the performance of this Agreement, and shall be disclosed solely to employees, officers, directors, partners, agents, attorneys , accountants and financial advisors (hereinafter collectively referred to as "**Representatives**") (a) who need to know this Confidential Information in order to perform the Agreement, (b) who are aware of the existence and terms and conditions of this Agreement; (c) who are bound by non-disclosure agreements or obligations that provide Confidential Information protection no less than the terms and conditions of this Agreement. The Receiving party shall protect the Confidential Information from unauthorized use, access or disclosure by exercising at least the same degree of care it exercises to protect its Confidential Information that is consistent with a commercially reasonable degree of care. Each Party shall be liable for violations of this Agreement by its Representatives.

9.5. Information is not confidential if it meets one of the following criteria:
9.5.1. it becomes publicly available due to improper or negligent actions or willful misconduct of the Disclosing Party;
9.5.2. it is legally obtained from a third party;
9.5.3. there is a written permission of the Disclosing Party to use this information;
9.5.4. it was disclosed on the basis of an order of the competent public authority as required by applicable law.

9.6. The Receiving Party is solely responsible for maintaining the confidentiality of the Confidential Information to the Disclosing Party, and for the actions of all of its Representatives and former and future employees who have accessed the Confidential Information of the Disclosing Party.

9.7. Notwithstanding anything to the contrary in this Agreement, it shall not be a breach of this provision for either Party to disclose information pursuant to a judicial, administrative or regulatory order or if necessary to comply with applicable laws governing the business or public release of securities; provided, however, that timely notification is given to the non-disclosing Party of the possibility of such disclosure and that the potentially disclosing Party shall take all necessary steps to challenge the disclosure, including, but not limited to, if commercially reasonable, cooperating with the non-disclosing Party to apply for protective orders or other similar remedies, if available in the relevant jurisdiction.

10. Amendments and Modifications to this Agreement

10.1. This Agreement may be amended by the Company with notice to the Developer, including by posting a new version of the amended Agreement at https://freshcodeac.com/offer-for-developers. Amendments to the Agreement made by the Company shall take effect on the day following the day of publication of the new version of the Agreement. Continued use of the Services after changes to the Agreement means the Developer's acceptance and consent to such changes.

10.2. The Developer has the right to refuse to accept the changes and additions made by Company to this Agreement, which means the Developer's refusal to use Service under the terms of this Agreement and all rights previously granted to the Developer.

10.3. Company has the right to refuse to execute this Agreement in whole or in part without prior notice if the Developer breaches any warranty provided by it under this Agreement, and also has the right to suspend the placement of Products until the dispute is resolved.

10.4. Invalidity of any of this Agreement provisions shall not lead to invalidity of the other provisions of this Agreement as a whole.

11. Miscellaneous

11.1. Disputes between the Parties as well as between Parties and third persons connected with conclusion, performance and termination of this Agreement shall be subject to the Hong Kong International Arbitration Center (HKIAC) in accordance with the Arbitration Rules. The language of arbitration proceedings is English. Observance of the pre-trial claim procedure shall be mandatory. Claims shall be submitted after they are signed by authorized representatives of the Parties and shall be considered by the Party having received the claim within thirty (30) calendar days of receipt thereof.

11.2. Written documents (including notifications, letters, claims, etc.) hereunder shall be forwarded from one of the Party to the other by courier or registered mail. Copies of such documents can be sent by email followed by a mandatory forwarding of original copies of the sent documents.

11.3. The Company has the right to require the Developer to provide stamped copies of documents: Constituent Documents, Business Registration Certificate, Tax Registration Certificate, Executive Order or Power of Attorney for an authorized person, Tax residency certificate (if applicable), and other documents and information about the

Developer. The documents stated herein shall be provided by the Developer within five (5) calendar days from the moment of such claim.

12. ADDRESSES AND PAYMENT DETAILS OF THE COMPANY:

FRESH CODE FZCO

Address: Techno Hub 2, Level 2, Premises Number: A132-E, Dubai Silicon Oasis, Dubai, United Arab Emirates
License Number/ Registration number: 33193

Beneficiary Bank Name:
FIRST ABU DHABI BANK PJSC
Beneficiary Bank Address: Al Qurm – Business Park P.O. Box 6316 Abu Dhabi, United Arab Emirates
SWIFT: NBADAEAA
Beneficiary name: FRESH CODE FZCO
Iban Number: AE070351411005914713002, currency: USD
Iban Number: AE500351411005914713004, currency: CNY
Iban Number: AE770351411005914713003, currency: EUR

Appendix No. 1
(hereinafter - the "**Appendix**")

to the Offer Agreement on distribution of software products on the android app store (for Developers)
(hereinafter - the "**Agreement**")

Last updated: February 05, 2026

TERMS OF PAYMENT ACCEPTANCE

(on organizing the receipt, allocation, transfer, refund of money received from the Service's Users in favor of the Developer)

RECITALS

These Terms of Payment Acceptance for Developer ("**Terms**") govern relationship between a Developer and the Company.

These Terms are an integral part of the Agreement.

1. TERMS AND ACCEPTANCE THEREOF

1.1. The Terms constitute a detailed description of the terms of and procedure for the receipt, allocation, transfer in favor of the Developer, as well as refund, of the Users' Payments.

1.2. The Terms is deemed accepted from the moment of acceptance by the Developer of the Agreement, and shall apply to all Products that the Developer provides to the Company for placement on Service.

1. DEFINITIONS

Any word and/or phrase refer to in these Terms and not defined herein shall be construed in accordance with the Agreement.

2.1. "**Fraudulent Payments**" means any Payments effected in violation of the applicable laws, as well as the cancelled, erroneous and/or the recalled Payments. According to the rules of payment systems, a Payment may be protested/cancelled/withdrawn by the User within 120 days from the date of the payment transaction. However, the amount of Fraudulent Payments, deducted from the Developer's Income, shall not exceed three percent (3%) of the amount of the Developer's Income for the corresponding Reporting Period.

2.2. **"Reporting Period"** means calendar month.

2.3. "**Payment System"** means the legal entities – the credit institutions and/or mobile telephone operators, as well as other entities taking part in acceptance and transfer of Payments under the contracts concluded with the Company or Service.

2.4. "**Business Day**" means any day other than a Saturday, Sunday, day off, non-working day or public holiday in the country of distribution of the Product.

2.5. "**Payment Acceptance System**" means a payment collection and distribution system connected to and used on the Service.

This Appendix may contain terms not defined in Section 2 herein. In this case such term shall be interpreted in accordance with the text of Agreement. If unambiguous interpretation of the term through the text of the above Agreement is impossible, such term shall be interpreted in accordance with the definition assigned thereto by the applicable laws or in accordance with its customary (common) definition used on the Internet.

3. PROCEDURE FOR PROVISION OF THE SERVICES

3.1. Under these Terms and pursuant to Agreement, the Company, acting as an agent of the Developer and on behalf of the latter, shall arrange acceptance of non-cash Payments made by the Users via the Payment Acceptance System on the Service for the benefit of the Developer, and transfer of refunds to the Users to the extent provided for in these Terms and regulations of the Payment Acceptance System.

3.2. The Company shall have the right to engage sub-agents to provide the Services, acting on its own behalf and at its own expense.

3.3. The Company shall allow the Developer to use the Company's statistics system representing a section in the Company's Personal Account on Service ("**Statistics System**") in order to access generalized information about the number, amount, date/time of the received Payments and refunds. The Service and the Developer shall not exchange any Users' personal data when using the Statistics System.

3.4. All the relations connected with the use of the Products and sale of goods shall arise directly between the Developer and the User.

3.5. The Developer is notified and agrees that the Service does not guarantee that the Payment Acceptance System meets the requirements and expectations of the Developer and/or Users.

4. OBLIGATIONS OF DEVELOPER

4.1. In addition to other terms hereof, the Developer shall:

4.1.1. Provide the Company with the up-to-date contact information of the Developer for the Users to make requests related to the refund of money by the Users, and shall make such refunds in accordance with the provisions of the applicable laws.

4.1.2. Use the Payment Acceptance System only when paying for the goods whose price is set and payment for which is made in the currency of the country where the Products are distributed.

4.1.3. Integrate Service's API and the Payment Acceptance System into the Product.

4.1.4. Provide any documents to the Company in due time and pursuant to the procedure and under the terms provided for herein, in particular, shall confirm that the Developer has all necessary rights to connect to the Payment Acceptance System.

5. REMUNERATION OF THE COMPANY. REPORTS, STATISTICS AND CALCULATIONS

5.1. The Developer's Income shall be transferred to the Developer's settlement account after deduction of the Company's Remuneration, less the amounts of applicable taxes, costs of refunds to Users, canceled and fraudulent payments, within sixty (60) calendar days from the moment of receipt of the Payment invoice signed by the Developer and provided that the Transferred Amount has reached the amount of the minimum transferred payment agreed by the Parties in the Agreement. The Developer's Income includes only those User's payments for which funds were actually debited from the User's bank card.

5.2. Any payments under the Agreement shall be made in the currency agreed by the Parties in clause 5.3. of the Agreement, by wire transfer using the banking details specified by the Developer according to the Invoice provided by the Developer.

5.3. The Developer's Income and the amount of the Company's Remuneration shall be calculated on the basis of the Payment Acceptance System data in the currency of the country where the Products are distributed.

5.4. The Company shall not be liable for delays in transferring the money accepted from the Users in case the bank servicing the Developer and/or the Developer's correspondent bank refuses to transfer the money to the account specified by the Developer. In this case the Company shall notify the Developer of the need to eliminate the circumstances that caused such refusal within five (5) calendar days and to update the information provided under clause 5.10. of the Agreement. If the Company does not receive relevant information within the specified period, it shall be entitled to suspend provision of the Services.

5.5. The Company shall have the right to demand compensation, and the Developer undertakes to compensate damages caused to the Company as a result of any Fraudulent Payments accepted by the Developer, in particular if the Payment is recognized as Fraudulent after the Developer refused to accept the Payments.

5.6. Reports

5.6.1. The Company agrees to provide the Developer with regular reports on the Services ("**Reports**") for the Reporting Periods for which the Company has received the Developer's Income.

5.6.2. The Reports are provided by the Company monthly by sending them to the Developer's email address provided by the latter to the Company for the specified purposes on or before the twentieth (20th) business day of the calendar month following the Reporting Period. The Developer shall review the Report or send a signed reasoned refusal to accept the Report within three (3) business days from the date of receipt thereof. The Report shall be deemed received on the date the email with the attached Report is sent from the Company's server to the Developer's email address provided by the Developer to the Company for the specified purposes. Upon expiration of the term for accepting the Report, the Report is considered confirmed by the Developer, and the Company has the right to pay the payment of the Transferred Amount in accordance with clause 5.3. of the Agreement.

5.6.3. If the Company receives a Developer's reasoned refusal to approve the Report, and if the Company accepts such reasoned refusal, the Parties shall cooperate to discuss an adjusted Report for the specified Reporting Period (the "**Adjusted Report**").

5.6.4. Additional payment of the Developer's Income to the Company on the basis of the Adjusted Report, or withholding of amounts paid to the Developer in excess from the following payments on account of the Developer's Income, shall not constitute the Company's breach of the payment terms agreed upon by the Parties and shall not serve as a basis for the charging penalties and, furthermore, shall not serve as a basis for the Developer's unilateral refusal to perform their obligations under these Terms. Remuneration under the Adjusted Report (both paid in excess, and subject to withholding by the Company from the following payments to the Developer) shall be recorded in the Report in connection with the Reporting Period following the period in respect of which the Adjusted Report was generated.

5.7. Refunds

5.7.1. Refunds to the User shall be made on the basis of the User's application to the Developer to the extent provided for by the applicable laws.

5.7.2. From the January 01, 2026 refund to the User are made in one of the following ways:

- By the Developer based on a direct request from the User. The Developer reserves the right to refund the User's Payment either using the bank details provided by the User or by canceling the User's Payment through the appropriate functionality in the Service, provided that no more than six (6) months have passed since the Payment;
- By the Payment System using the Payment System's refund methods.

5.7.3. If the User requests a refund through Service's support service, the Company reserves the right to provide the User with the Developer's contact information for the purpose of resolving the refund request directly with the Developer.
The Developer is fully responsible for ensuring the User receives a refund within the timeframe established by law.

5.7.4. When the Developer makes a refund of Payments using the functionality of the Service, the Developer confirms their agreement that the amount of such refunds will be deducted from the Developer's Income.

5.7.5. When Payment System makes refunds to the User at its own expense or at the expense of the Company, the Developer confirms his agreement that from the following payments of the Developer's Income the Company may deduct the amount of expenses actually incurred by it for the implementation of returns in favor of the Users.
In the absence of payment of the Developer's Income in the following Reporting periods, and also in the event that the amount of refunds exceeds the Developer's Income on the end date of the relevant Reporting period, the Company has the right to send an invoice to the Developer for payment of the Company's actual expenses related to the return of funds to the User (hereinafter - "**Invoice**").

5.7.5.1. The invoice is sent by the Company to the Developer's email address provided by him to the Company for the specified purposes.

5.7.5.2. The Developer undertakes to pay the Invoice according to the details specified in it within 3 (three) business days from the date of its receipt. The moment of receipt of the Invoice is the date of sending an e-mail with an attached Invoice from the Company's server to the Developer's e-mail address provided by him to the Company for the specified purposes, or the date the Developer is provided with the opportunity to familiarize himself with the Account in the Developer's Personal Account on Service.

5.7.5.3. In case of late payment of the Invoice, the Company has the right to suspend the provision of Services to the Developer, as well as terminate/suspend the placement of the Product in Service.

5.7.6. From the January 01, 2026 the Company's remuneration for the provision of Services withheld by the Company when processing the initial payment transaction for a Payment for which the User requested a refund within 6 (six) months shall be refunded to the Developer. This condition applies only in cases where the Developer refunds the User's Payment by canceling it through the appropriate functionality in the Service or through the Payment System's refund methods.

If the Developer refunds the Payment directly to the User using the bank details provided by the User, the Company's Fee is not refunded..

5.7.7. The Company shall have the right to adjust the amount of the Remuneration and the Developer's Income for the past Reporting Periods when paying the Developer's Income in the following Reporting Periods, if the information for the past Reporting Periods is adjusted, in particular - in relation to any cancelled Payments, Fraudulent Payments and costs of refunds to the Users. If, after verification of the statistics, the Company becomes aware that the adjusted amount of the actual Developer's Income is less than the amount already paid to the Developer, the Company shall have the right to withhold the excess Developer's Income from the payments on account of the Developer's Income in the following Reporting Periods.

5.7.8. All bank expenses of correspondent banks and the Developer's bank related to the return of the User's funds are charged to the Developer's account.

5.8. Cancelled Payments.

5.8.1. If, in order to protect the rights of the payer, the transaction on the transfer of the User's Payment is contested by the issuing bank, the Payment may be returned to the User by means of a direct debit from the acquiring bank's account (hereinafter referred to as the "**cancelled Payment**"). Upon receipt of a corresponding request from the issuing bank, the Company shall notify the Developer thereof (using the current contact information provided by the Developer).

5.8.2. No later than 2 (two) business days from the date of receipt of notification from the Company, the Developer is obliged to provide information and documentary evidence of the fact of the transaction, issue of goods, or provision of services.

5.8.3. If the Developer fails to provide the information specified in paragraph 5.8.2. of the Terms within the specified period or fails to provide the Company with the Developer's current contact information to send him a notification (in accordance with paragraph 4.1.1 of the Terms), it is considered the Developer's consent to return the cancelled Payment to the User.

5.8.4. When returning cancelled Payments, the Developer confirms its consent that the amount of cancelled Payments is withheld from the Developer's Income.

5.8.5. In any case, even if the Developer provides the information specified in paragraph 5.8.2. of the Terms, the final decision on the return or non-return of the cancelled Payment is made by the issuing bank. The Developer has the right to challenge the actions of the issuing bank in the manner established by applicable law.

5.8.6. From the January 01, 2026 the Company's Remuneration for the provision of Services, retained by the Company during the processing of the initial payment transaction of the cancelled Payment, which was canceled within 6 (six) months, shall be returned to the Developer.

6. AMENDMENT AND TERMINATION

6.1. This Terms may be amended by the Company with notice to the Developer, including by posting a new version of the amended Terms at https://freshcodeac.com/offer-for-developers. Amendments to the Terms made by the Company shall take effect on the day following the day of publication of the new version of the Terms. Continued use of the Services after changes to the Terms means the Developer's acceptance and consent to such changes.

6.2. The Developer has the right to refuse to accept the changes and additions made by Company to this Terms, which means the Developer's refusal to use Service under the terms of the Agreement and all rights previously granted to the Developer.

6.3. Disabling Payment Acceptance by the Developer. The Developer shall have the right to repudiate these Terms (only as a whole and not in any part) by notifying the Company in writing. In this case, the Terms shall be deemed terminated on the day following the day the Company receives the notice.

6.4. Company’s Repudiation. The Company shall have the right to repudiate these Terms, in part or in whole, by (i) disabling the payment acceptance mechanism in relation to any of or all Developer Products posted on Service; or by (ii) providing a notice of repudiation via email specified by the Developer.

6.5. Restriction of the payment acceptance functionality with respect to the Products. The Company may at any time restrict (suspend) acceptance of Payments with respect to any or all of the Developer's Products. However, this shall not be regarded as the Company’s repudiation of the Terms until the payment acceptance mechanism is disabled.

6.6. Payments after repudiation. The Company agrees to make all payments due to the Developer within sixty (60) calendar days from the date of repudiation hereof, except in the case of the Developer's liquidation in accordance with the procedure established by law.