

# INVO NETWORK

## PAYOUT AND RESERVE POLICY

Effective Date: January 1, 2026

This Payout and Reserve Policy (the "Policy") forms part of Invo Network's Platform Policies and is incorporated into the INVO Developer Terms of Service. This Policy describes how Invo Tech, Inc. ("INVO") calculates, schedules, and executes payouts to developers, and how INVO administers reserves, holds, and risk-based controls.

*Capitalized terms not defined in this Policy have the meanings given in the Developer Terms of Service.*

INVO may modify this Policy from time to time. Continued use of the Service after modifications take effect constitutes acceptance of the updated Policy.

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# 1. Overview

## 1.1 Purpose

This Policy describes the operational framework governing payouts to developers. Specific amounts, timing, thresholds, and procedures may be set forth in the Developer dashboard, in published rate cards, or in INVO's other Platform Policies, and are subject to change.

## 1.2 Relationship to Other Documents

This Policy is part of the Platform Policies and operates alongside the Developer Terms of Service and any separate commercial agreement between INVO and Developer. Where a separate commercial agreement is in effect, that agreement controls to the extent of any conflict.

## 1.3 INVO's Role

INVO calculates payouts based on Platform Transaction records, manages funds through INVO's banking partners, and executes Developer payouts directly. INVO is responsible for the platform-side payout calculation and execution; the Merchant of Record handles only Player payment acceptance and is not involved in Developer payouts.

## 1.4 Summary of Key Concepts

- Payouts are calculated based on Platform Transaction activity, less applicable fees, set-offs, holds, and reserves
- Hold periods may apply to certain Transactions to account for chargeback, refund, and dispute risk
- Reserves may be required where INVO identifies elevated risk
- Negative balances must be repaid by Developer
- Tax forms are issued by INVO based on payout activity
- Risk-based adjustments may modify standard payout terms

# 2. Payout Calculation

## 2.1 Components

Payouts to Developer are calculated based on the following components, as recorded by the Platform:

- Developer's accrued share of revenue from completed Transactions in Developer's Game(s)
- Less INVO's Platform fees, as set forth in the applicable fee schedule
- Less any Merchant of Record fees that flow through to Developer's accrued share
- Less any chargebacks, refunds, reversals, or adjustments affecting Developer's prior payouts or accruals
- Less any amounts subject to hold or reserve under this Policy
- Less any set-offs for amounts owed by Developer to INVO under the Developer Terms of Service
- Plus any release of previously-held amounts or returned reserves

## 2.2 Source of Truth

INVO's records of Transactions, fees, and accruals are the source of truth for payout calculations, in the absence of manifest error. Developer can review payout calculations in the Developer dashboard.

## **2.3 Currency Conversion**

Where Transactions occur in a currency different from Developer's payout currency, INVO converts amounts at the foreign exchange rates determined by INVO's banking partners or applicable foreign exchange markets at the time of conversion. Conversion fees, where applicable, are deducted from the converted amount.

## **2.4 Rounding**

Amounts are calculated and recorded with appropriate precision. Final payout amounts are rounded to the smallest unit of the payout currency.

# **3. Payout Schedule and Cycles**

## **3.1 Standard Payout Schedule**

INVO processes payouts on a regular cycle as published in the Developer dashboard. Standard payout cycles may be daily, weekly, monthly, or another cadence determined by INVO based on operational, banking, and risk considerations. INVO may modify payout cycles from time to time.

## **3.2 Minimum Payout Threshold**

Payouts are subject to a minimum threshold as published in the Developer dashboard. If Developer's available balance is below the threshold at the close of a payout cycle, the balance carries forward to the next cycle. INVO may waive or modify the threshold at its discretion.

## **3.3 Banking and Operational Constraints**

Payout timing is subject to clearance, fraud review, regulatory compliance, and the operational constraints of INVO's banking partners. Bank holidays, system maintenance, and unusual activity may delay payouts.

## **3.4 Initial Payouts**

Developer's first payout may be subject to additional review, including verification of banking information, tax forms, and identity. Initial payouts may take longer than standard payouts.

## **3.5 Payout Schedule Changes**

INVO may modify Developer's payout schedule based on risk, compliance, or operational factors. Significant changes affecting an individual Developer will be communicated through the Developer dashboard.

# **4. Payout Methods and Currency**

## **4.1 Available Methods**

INVO offers payout methods as published in the Developer dashboard. Available methods may include ACH (United States), wire transfer (domestic and international), and other methods

INVO supports from time to time. Available methods may vary by jurisdiction, currency, and payout amount.

## **4.2 Banking Information**

Developer must maintain accurate, current banking information in the Developer dashboard. Developer is responsible for any losses, delays, or fees resulting from incorrect banking information. INVO may require verification of banking information before processing payouts.

## **4.3 Method-Specific Fees**

Some payout methods incur fees. Method-specific fees, where applicable, are disclosed in the Developer dashboard and deducted from the payout amount.

## **4.4 Failed Payouts**

If a payout fails (for example, due to incorrect banking information, account closure, or rejection by Developer's bank), INVO will attempt to notify Developer through the Developer dashboard. Failed payout amounts are returned to Developer's available balance. Repeated payout failures may result in account suspension or additional verification requirements. INVO may charge reasonable processing fees for failed payouts.

## **4.5 Recall Restrictions**

Once a payout is initiated, INVO generally cannot recall the payment. Developer is responsible for ensuring banking information is accurate before payouts are processed.

## **4.6 Currency Availability**

Payout currencies depend on Developer's location, banking arrangements, and INVO's banking partner capabilities. Developer can review available payout currencies in the Developer dashboard.

# **5. Hold Periods**

## **5.1 Standard Hold**

INVO may apply a standard hold period to amounts accrued from Transactions before they become available for payout. The standard hold period accounts for chargeback risk, refund windows, and operational clearance. The applicable hold period is published in the Developer dashboard and may be modified by INVO from time to time.

## **5.2 Extended Holds for Higher-Risk Transactions**

Certain Transactions may be subject to extended hold periods, including:

- Transactions involving new payment methods or unverified Players
- Transactions flagged by fraud detection systems
- Transactions in high-risk categories or jurisdictions
- Transactions exceeding standard volume or value thresholds
- Transactions during initial onboarding of a Developer or Game

## **5.3 Hold Releases**

Held amounts are automatically released for payout at the end of the applicable hold period, subject to any reserves, set-offs, or pending disputes. Developer can review held amounts and expected release dates in the Developer dashboard.

## **5.4 Early Release**

INVO may, at its discretion, release held amounts earlier than the standard schedule based on risk assessment, Developer history, or other factors. INVO is not obligated to grant early release requests.

## **5.5 Hold Period Modifications**

INVO may modify hold periods (including extending or shortening them) based on Developer-specific risk factors, including chargeback history, dispute rates, fraud indicators, or compliance concerns.

# **6. Reserves**

## **6.1 Authority to Establish Reserves**

Pursuant to the Developer Terms of Service, INVO may establish a reserve against Developer's account in such amounts and for such periods as INVO determines reasonable to address actual or anticipated risk.

## **6.2 Triggers for Reserves**

Triggers for establishing or increasing a reserve may include:

- Elevated chargeback rates, refund rates, or dispute rates
- Suspected fraud or unauthorized activity
- Regulatory inquiries, investigations, or compliance review
- Negative balance history or repeated failed payouts
- Violations or suspected violations of the Developer Terms of Service or Platform Policies
- Bankruptcy, insolvency, or material adverse change in Developer's financial condition
- Operating in industries or geographies INVO designates as elevated risk
- Sudden, unexplained changes in Transaction volume or pattern
- Pending litigation, regulatory action, or governmental inquiry
- Any other risk reasonably identified by INVO

## **6.3 Types of Reserves**

INVO may establish reserves in any of the following forms:

- Rolling reserve: a percentage of each Transaction held for a defined period
- Fixed reserve: a specific dollar amount held until conditions are met
- Reserve-on-event: an amount held in response to a specific event (chargeback, dispute, regulatory inquiry)
- Combination of the above

## **6.4 Reserve Funding**

Reserves may be funded from: (a) Developer's accrued payouts; (b) Developer's future earnings; (c) direct payment from Developer where requested; or (d) any other source agreed by the parties.

## **6.5 Reserve Amount and Duration**

INVO determines the amount and duration of reserves based on factors including: chargeback and dispute history, Transaction volume and value, industry risk profile, regulatory requirements, banking partner requirements, and Developer's financial condition. Reserves may be increased, decreased, extended, or released at INVO's discretion.

## **6.6 Reserve Release**

Reserves are released when INVO determines, in its reasonable judgment, that the underlying risk has been resolved or sufficiently mitigated, subject to any set-offs, ongoing disputes, or other amounts owed.

## **6.7 Notice of Reserves**

INVO will notify Developer through the Developer dashboard when a reserve is established, modified, or released. INVO is not required to provide advance notice in cases of suspected fraud, regulatory action, or other circumstances requiring immediate action.

## **6.8 No Interest**

Developer does not earn or accrue interest on reserves or other held amounts.

# **7. Chargebacks and Refund Pass-Through**

## **7.1 MoR Payment Chargebacks**

When a Player initiates a chargeback through their card issuer, the Merchant of Record handles the dispute through the card network. INVO is not a direct party to the chargeback adjudication.

## **7.2 Effect on Developer Revenue**

If a chargeback is upheld and the Player payment is reversed, the corresponding Developer revenue accrual is also reversed. INVO will: (a) deduct the affected amount from Developer's available balance; (b) if the balance is insufficient, create a negative balance subject to Section 8; or (c) reverse and recover from a future payout, hold, or reserve.

## **7.3 Chargeback Fees**

INVO may pass through to Developer any chargeback-related fees imposed by the Merchant of Record or card networks, plus a reasonable INVO administrative fee, as published in the Developer dashboard.

## **7.4 Player Refunds**

Where a Player refund is processed (whether through the Merchant of Record, INVO, or otherwise), the corresponding Developer revenue accrual is reversed. The reversal is handled the same way as a chargeback under Section 7.2.

## **7.5 Excessive Chargebacks or Refunds**

Developers with excessive chargeback or refund rates may be subject to additional reserves, longer hold periods, additional review, suspension, or termination, as INVO determines

reasonable. Card network rules also impose limits on chargeback rates that may affect Developer's continued use of the Service.

## **7.6 Disputed Chargebacks**

If Developer believes a chargeback was incorrectly applied or that the underlying Transaction was legitimate, Developer may submit information through the Developer dashboard. INVO may forward relevant information to the Merchant of Record for use in the dispute process. The final outcome of card-network chargebacks is determined by the card networks and the Merchant of Record, not by INVO.

## **8. Negative Balances and Recovery**

### **8.1 Causes of Negative Balances**

A negative balance may arise when chargebacks, refunds, reversals, fees, set-offs, or other deductions exceed Developer's available balance.

### **8.2 Developer's Obligation to Repay**

Developer is responsible for any negative balance and agrees to repay the full amount promptly upon demand. Until repaid, INVO may: (a) apply any future Developer earnings to the negative balance; (b) set off against any other amounts owed by INVO to Developer; (c) charge any payment method on file with INVO; or (d) pursue collection by any lawful means.

### **8.3 Suspension During Negative Balance**

INVO may suspend Developer's account, future payouts, or specific Service features while a negative balance exists. INVO may continue to accrue Platform fees and other amounts during the suspension.

### **8.4 Collection Costs**

If INVO is required to engage collection efforts to recover a negative balance, Developer is responsible for reasonable collection costs, including attorneys' fees and collection agency fees, to the extent permitted by applicable law.

### **8.5 Reporting**

INVO may report unpaid negative balances to credit reporting agencies, payment networks, or industry consortiums where permitted by applicable law.

## **9. Tax Forms and Withholding**

### **9.1 Required Tax Documentation**

Developer must provide INVO with all required tax documentation before payouts are processed, including without limitation IRS Form W-9 (for U.S. Developers), Form W-8BEN or W-8BEN-E (for non-U.S. Developers), and any other documentation required under applicable law. INVO may withhold payouts until required documentation is received.

### **9.2 Tax Form Issuance**

INVO will issue tax forms to Developer (such as IRS Form 1099-NEC, 1099-K, or other applicable forms) where required by applicable law. Tax forms are based on payout activity recorded by the Platform.

### **9.3 Backup Withholding**

If Developer fails to provide a valid tax identification number or required certifications, INVO may apply backup withholding at the rate required by applicable law. Withheld amounts are remitted to the applicable tax authority.

### **9.4 International Withholding**

Payouts to non-U.S. Developers may be subject to withholding under applicable U.S. tax law and tax treaties. INVO may also be required to withhold under applicable laws of other jurisdictions. Withheld amounts are remitted to the applicable tax authority.

### **9.5 Developer Responsibility**

Developer is solely responsible for: (a) determining its own tax obligations; (b) reporting income from payouts; (c) paying all applicable taxes; (d) maintaining accurate tax documentation; and (e) any tax consequences of its activities. Nothing in this Policy or any tax form issued by INVO constitutes tax advice.

### **9.6 Tax Form Corrections**

If Developer believes a tax form is incorrect, Developer may request a correction through the Developer dashboard. Corrections are subject to applicable tax law and INVO's verification procedures.

## **10. Statements and Reporting**

### **10.1 Developer Dashboard**

Developer can access detailed information about Transactions, fees, accruals, holds, reserves, payouts, and balances through the Developer dashboard. The dashboard is the primary source of payout information.

### **10.2 Statement Availability**

INVO makes account statements and reports available through the Developer dashboard. Statements may include Transaction history, fee breakdowns, payout history, hold and reserve information, and tax-related summaries.

### **10.3 Discrepancies**

Developer must review statements promptly. If Developer identifies a discrepancy, Developer must notify INVO through the dispute process described in Section 11. Discrepancies not raised within the time period set forth in the Developer Terms of Service may be deemed accepted.

### **10.4 Recordkeeping**

Developer is responsible for maintaining its own records of Transactions, payouts, and tax matters. INVO retains records for the period required by applicable law, but Developer should not rely solely on INVO's records for its own business or tax purposes.

## **11. Payout Disputes**

### **11.1 Submission**

If Developer disputes a payout calculation, hold, reserve, deduction, or other payout-related matter, Developer may submit a Developer-Platform Dispute through the Developer dashboard or other channels designated by INVO. Disputes must include a description of the issue, relevant Transaction or payout identifiers, and supporting documentation.

### **11.2 Review Process**

INVO will review disputes in good faith and respond through the Developer dashboard. INVO may request additional information from Developer during the review process.

### **11.3 Resolution**

INVO's determination of payout disputes is final, subject to Developer's right to escalate per the Developer Terms of Service. If INVO determines an adjustment is appropriate, INVO may apply credits, debits, refunds, or set-offs to Developer's account.

### **11.4 Time Limits**

Payout-related disputes must be submitted within the time limits set forth in the Developer Terms of Service or this Policy. Disputes submitted after applicable time limits may be denied.

### **11.5 No MoR Involvement**

Payout disputes are between Developer and INVO. The Merchant of Record is not involved in payout disputes.

## **12. Suspension, Termination, and Final Payouts**

### **12.1 Suspension**

During any suspension of Developer's account, INVO may: (a) hold pending payouts; (b) increase reserves; (c) apply additional fraud and compliance review; and (d) take other actions reasonable to protect INVO, Players, and other Developers.

### **12.2 Final Payout After Termination**

If the relationship between INVO and Developer is terminated, INVO will calculate a final payout based on accrued amounts, less applicable fees, set-offs, holds, and reserves. The final payout will be processed after a final review period to allow for chargebacks, refunds, and dispute resolution. The final review period may extend beyond standard hold periods, particularly for Developers with elevated chargeback or dispute history.

### **12.3 Reserve Release After Termination**

Reserves established before termination may be retained for a period sufficient to cover potential chargebacks, refunds, disputes, and other liabilities. Reserves are released when INVO determines, in its reasonable judgment, that the relevant risk period has passed.

### **12.4 Negative Balances at Termination**

If Developer's account has a negative balance at termination, the obligation to repay survives termination per the Developer Terms of Service.

## **12.5 No Severance Payment**

Developer is not entitled to any severance, exit, or termination payment beyond the final payout described in this Section.

## **13. Risk-Based Adjustments**

### **13.1 Authority to Adjust**

INVO may modify any aspect of Developer's payout terms based on risk assessment, including: payout schedule, hold periods, reserve requirements, payout method availability, and minimum thresholds. Risk-based adjustments may be more or less favorable than standard terms.

### **13.2 Factors Considered**

Risk-based adjustments may consider:

- Chargeback and refund rates
- Dispute rates and patterns
- Fraud indicators and security flags
- Transaction volume, value, and growth patterns
- Industry, jurisdiction, and Game category
- Compliance history with INVO Policies and applicable law
- Developer's financial condition and history
- Banking partner and regulatory requirements
- Time on the Platform and account standing
- Any other factors INVO deems relevant

### **13.3 Notice of Adjustments**

INVO will notify Developer of material risk-based adjustments through the Developer dashboard. Adverse adjustments may take effect immediately in cases of suspected fraud, regulatory action, or other circumstances requiring immediate response.

### **13.4 Improvement Path**

Where a risk-based adjustment is imposed, Developer may be eligible for revised terms after sustained good standing, lower dispute rates, or other improvements as INVO determines.

### **13.5 Negotiated Terms**

Where INVO and Developer have executed a separate commercial agreement that addresses payout terms, the commercial agreement controls to the extent of any conflict with this Section.

## **14. General Provisions**

### **14.1 Modifications to This Policy**

INVO may modify this Policy from time to time. Material changes are effective when posted unless otherwise noted. Continued use of the Service after modifications constitutes acceptance.

#### **14.2 Conflict with Other Documents**

In the event of a conflict between this Policy and the Developer Terms of Service, the Developer Terms of Service controls, except where this Policy provides more specific operational requirements consistent with the Terms. A separate commercial agreement, where executed, controls over both.

#### **14.3 No Banking Services**

INVO is not a bank, financial institution, or money transmitter, and this Policy does not establish any banking, deposit, fiduciary, or trust relationship between INVO and Developer. INVO holds and routes funds through its banking partners as described in the Developer Terms of Service.

#### **14.4 No Interest**

Developer does not earn or accrue interest on accrued payouts, holds, reserves, or any other amounts held by INVO or its banking partners on Developer's behalf.

#### **14.5 Compliance with Applicable Law**

All payout activities are subject to applicable law, including without limitation tax, anti-money-laundering, sanctions, and unclaimed property law. INVO may delay, modify, or refuse payouts as required to comply with applicable law.

#### **14.6 Force Majeure**

INVO is not liable for delays or failures in payout processing resulting from causes beyond its reasonable control, including bank holidays, banking system outages, regulatory orders, natural disasters, or third-party service disruptions.

#### **14.7 Survival**

Sections of this Policy that by their nature should survive termination of Developer's relationship with INVO will do so, including without limitation provisions on negative balances, tax obligations, dispute time limits, and reserve releases.

*--- END OF PAYOUT AND RESERVE POLICY ---*