GAME PUBLISHING AGREEMENT

This PC Game Publishing Agreement (the "Agreement") is entered into as of [Date] (the "Effective Date"), by and between:

PUBLISHER: Ovid Works S.A., ul. Ostrobramska 75C lok.3.84, Warsaw, Poland KRS registry number: 0000793229, NIP: 7010540701, REGON: 363541909 Share Capital: 3 157 414,20 PLN (paid in full), working under **Publishing Label:** Proteus Interactive

Represented by: Bogusław Kisielewski - CEO

and

Developer: .
Represented by: .

The Publisher and the Developer may be referred to individually as a "Party" and collectively as the "Parties."

1. DEFINITIONS

1.1 **"Game"** refers to the interactive entertainment software currently titled "[Game Title]", including all updates, patches, DLCs, and expansions developed by the Developer.
1.2 **"Platform"** refers exclusively to the personal computer (PC) platform, including operating systems such as Windows, macOS, and Linux.
1.3 **"Sales Storefronts"** refers to digital distribution platforms for PC games, primarily Steam, but also including but not limited to, GOG, Epic Games Store, Fanatical e.t.c.
1.4 **"Net Copies Sold"** refers to the total number of Game copies sold to end-users, strictly excluding any returns, refunds, chargebacks, or free promotional copies.
1.5 **"Net Revenue"** refers to the total revenue generated by the aforementioned Net Copies Sold.
1.6 **"First Commercial Release"** refers to the date the Game is first made available for commercial purchase to the public on a Sales Storefront after entering this agreement.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 **No IP Transfer:** It is expressly agreed that there shall be no transfer of Intellectual Property (IP) at any point during or after the Term of this Agreement.
2.2 **Developer Ownership:** The Developer retains 100% of the rights, title, and interest in and to the Game, its underlying code, art, music, narrative, characters, trademarks, and all other associated intellectual property.

3. GRANT OF LICENSE

3.1 **License Grant:** The Developer hereby grants to the Publisher an exclusive, time-limited, non-transferrable license to distribute, market, and promote the Game on the Platform worldwide in digital format. The licence does not include physical media and retail distribution.
3.2 **Storefront Representation:** The Developer grants the Publisher the right to represent the Developer in dealings with Sales Storefront platforms (e.g., Steam) for the purposes of distributing and managing the Game.
3.3 **Marketing Assets:** The license includes the right to use the Game's name, characters, art, and other assets for marketing and promotional purposes.
3.4 **Sublicensing:** The Publisher has the right to sublicense its rights to third-party distributors, platform holders, and retailers as necessary to fulfill its obligations under this Agreement.

4. TERM AND TERMINATION

4.1 **Duration:** The license granted herein shall be valid for a period of exactly five (5) years, commencing on the date of the Game's First Commercial Release handled by the Publisher (the "Term").
4.2 **Reversion of Rights:** Upon the expiration of the Term, all distribution rights and storefront representation rights granted to the Publisher shall automatically revert entirely to the Developer, unless mutually extended in writing by both Parties.
4.3 **Termination for Breach:** Either Party may terminate this Agreement with immediate effect if the other Party commits a material breach and fails to remedy it within thirty (30) days after receiving written notice of the breach.
4.4 **Mutual Termination:** Both parties may terminate this Agreement at any time via a mutually-signed Agreement Termination Notice upon reaching a mutual agreement to do so.

5. OBLIGATIONS OF THE PUBLISHER

5.1 To use commercially reasonable efforts to publish, market, distribute, and optimize sales of the Game on the PC sales platforms (i.e. Steam, optionally others such as GOG.com, Epic Store, etc.) for the entire term of this Agreement.
5.2 To manage and optimize the Game's commercialization strategy including (but not limited to): pre-release store presence timeline, release timeline, price point, discount calendar, and long-term sales strategy. Each such decision shall be approved by both parties.
5.3 To manage and execute a promotional campaign that will include at minimum (but doesn't have to be limited to):

a. Production of storepage marketing materials (including trailer video).
b. Optimization of the Game's storepage and meta-data for discoverability and conversion.
c. Influencer and media outreach via dedicated mailing.
d. Influencer and media outreach via platforms (i.e. Keymailer, Lurkit).
e. Social media / Reddit targeted CPC ads.
f. Distribution of at least 500 review keys to relevant influencers, and at least 200 keys to relevant media outlets.

5.4 To provide the Game with Quality Assurance rounds for the Demo pre-release build, pre-Gold Master build, and the Gold Master build, complete with Quality Assurance reports in written, production-friendly form.
5.5 To provide no less than six (6) months of Quality Assurance support post-launch, to ensure good condition of updates and fixes.
5.6 To organize closed/open beta playtests and provide the Developer with a written summary of the player feedback in a production-friendly form.
5.7 To assess the value of localizing the Game to additional languages and—upon reaching a mutual decision to localize the Game—to deliver within a reasonable timeframe the localization files of the languages deemed marketable to the Developer. Any localization files provided by the Publisher shall become part of the Game owned by the Developer, and made available back to the Publisher per the license granted by the Developer.
5.8 To approve any planned discount going above 20% off (first 12 months of sales) and going above 40% (after first 12 months of sales) with the Developer.
5.9 **Additionally, in case of the Game's app transfer to Publisher's partner account:**

a. To issue monthly revenue reports clearly stating the Game's sales and due revenues.
b. To pay the Developer their share of Net Revenue in accordance with the terms of this Agreement, based on a validly issued invoice by the Developer.
c. To enable Steam application sharing to ensure the Developer retains access to the app in Steamworks and can monitor the sales and wishlist gains.
d. To initiate the transfer back of the Steam application for the Game to the Developer’s

partner account within one (1) week of the termination of this Agreement.

6. OBLIGATIONS OF THE DEVELOPER

6.1 To deliver to the Publisher a fully completed, functional, and reasonably tested final version of the Game (Gold Master) by the deadline of 14 days prior to the planned game launch.
6.2 To provide the Publisher with all available pre-existing marketing assets (e.g., key art, trailers, screenshots, game descriptions) as reasonably requested.
6.3 To provide no less than six (6) months of post-launch support (in the form of patches) to fix any critical technical bugs discovered after the Game's release.
6.4 To remain in active contact with the Game’s playerbase via established communications channels (Discord, social media, Steam forums).
6.5 In case of choosing the cooperation scenario where the Game's app is transferred to the Publisher's partner account, to commence such transfer within one (1) week of signing this Agreement.
6.6 **Additionally, in case of the Game's app remaining in Developer's partner account:**

a. To issue monthly revenue reports clearly stating the Game's sales and due revenues.
b. To pay the Publisher their share of Net Revenue in accordance with the terms of this Agreement, based on a validly issued invoice by the Publisher.
c. To enable Steam application sharing with access to financial reporting to ensure the Publisher receives access to the app in Steamworks and can monitor the sales and wishlist gains.

7. PUBLISHING AND MARKETING COSTS

7.1 **No Recoupment:** There shall be no publishing, marketing, localization, QA, or other service cost recoupment by the Publisher.
7.2 **Publisher Investment:** All costs incurred by the Publisher in providing publishing, localization, QA, marketing, and distribution services are solely an investment by the Publisher, intended to participate in the financial risk of publishing the Game. These expenses will not be deducted from the Developer’s share of the revenue under any circumstances.

8. STOREFRONT ACCOUNTS AND APP TRANSFER

8.1 **Non-Mandatory App Transfer:** Transfer of the Game's application/appID (e.g., on Steam) to the Publisher's developer/publisher account is completely voluntary and non-mandatory.
8.2 **Shared Access:** In the event that the Developer chooses not to transfer the Game's application to the Publisher's account, the Developer is strictly required to share access to the

Game app with the Publisher's organization (e.g., Proteus Interactive's Steam organization).
8.3 **Scope of Access:** This shared access shall grant the Publisher the necessary permissions to perform publishing-related activities, store page management, marketing, sales monitoring, and financial reporting.

9. REVENUE SPLIT

9.1 **Revenue Distribution Phases:** Revenue generated from the sales of the Game, after the deduction of standard storefront platform fees (e.g., Steam's 30% cut) and applicable taxes, shall be split between the Parties in two distinct phases based on Net Copies Sold:

- **Phase 1 (Runway Period):** From the first (1st) copy sold up to [Insert Number] Net Copies Sold, the revenue split shall be **100% to the Developer and 0% to the Publisher**.
- **Phase 2 (Standard Period):** For all Net Copies Sold exceeding [Insert Number], the revenue split shall transition to **75% to the Developer and 25% to the Publisher**.

COMMENT: The runway period threshold is calculated based on the pre-existing number of Steam wishlist the game has gathered prior to the signing of this agreement. A number of 5 000 wishlist or lower results in the threshold being set at 1 000 copies, and is raised by an additional 1 000 copies per 5 000 wishlists.

10. PAYMENT AND REPORTING

10.1 **Settlement Period:** Revenue settlement shall be conducted on a monthly basis, unless mutually agreeing in written form to change the settlement period.
10.2 **Payment Processing:** Depending on the storefront setup (and in accordance with Sections 5.9 and 6.6), whoever receives the direct payments from the Sales Storefronts (either Developer or Publisher) shall calculate the appropriate split and remit payment to the other Party within thirty (30) days following the end of each calendar month in which revenue is received.
10.3 **Reporting:** A comprehensive, transparent sales report detailing Net Copies Sold, gross revenue, storefront fees, refunds, and the net payout amount shall be shared by both Parties alongside each monthly settlement.

11. WARRANTIES AND REPRESENTATIONS

11.1 The Developer warrants that they are the sole owner of the Game and have the full right to enter into this Agreement.

11.2 The Developer warrants that the Game does not infringe upon the copyrights, trademarks, or intellectual property rights of any third party.
11.3 The Publisher warrants that it will use commercially reasonable efforts to market, distribute, and support the Game on the Platform during the Term.

12. CONFIDENTIALITY

12.1 Both Parties agree to treat any non-public information, data, and internal materials shared between them as confidential.
12.2 This confidentiality obligation shall survive the termination of this Agreement for a period of five (5) years.

13. FINAL PROVISIONS

13.1 This Agreement, including its Appendices (Appendix 1: Game Specification, Appendix 2: Working Game Delivery Timeline), constitutes the entire understanding between the Parties.
13.2 Any amendments to this Agreement must be made in writing and signed by both Parties.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Poland. Any disputes shall be resolved by the court competent for the Publisher's registered office.

IN WITNESS WHEREOF, the Parties have executed this PC Game Publishing Agreement as of the Effective Date.

Appendices: Appendix No. 1: Game Delivery Specifications, - Appendix No. 2: Working Game Delivery Timeline

Signatures of the Parties:

For and on behalf of the Publisher **For and on behalf of the Developer**

_____ _____

Appendix 1: GAME DELIVERY SPECIFICATIONS

(Comment: this appendix is a questionnaire filled-out entirely by the developer)

Working Title:
Native platform:
Engine:
Controller support:
Type of graphics:
Player modes:
Project scope:

Core gameplay description:

Screenshots:

Appendix 2: WORKING GAME DELIVERY TIMELINE

(Comment: this appendix is created by the developer and the publisher together, after the developer presents their expected development timeline, and the publisher offers their insight on how to optimize it with the promotional milestones and market sensibilities in mind)

- Item (date)
- Item 2 (date)
- etc…