

Investment & Marketing Agreement

Between: Iam Annri, operating as **Profit First Capital** ("Investor")

And: Aseem Rakshasbhuvarkar as **Creative Edge** ("Developer")

1. Investment Terms

- The Investor provides **300C upfront capital** to the Developer. This investment is final and non-refundable.
 - This capital is non-negotiable and must be repaid in accordance with **Section 5**.
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2. Deliverables (Marketing Bonus Requirement)

To qualify for the **40% marketing bonus** (unlocking access to Investor-controlled marketing channels), the Developer must provide the following **three (3) deliverables** to the Investor's satisfaction:

1. **Cinematic Trailer** – polished, narrative-focused, Profit First Capital assets and export-ready.
2. **Gameplay Trailer** – demonstrating mechanics, pacing, Profit First Capital assets and replay value.
3. **Poster** – featuring logo, tagline, Profit First Capital assets and strong central visual hook.

Satisfactory Standards: Deliverables are considered satisfactory if, in the sole judgment of the Investor, they are "market-ready" and "of a quality comparable to industry promotional standards."

Revisions: Two (2) revision cycles are included. However, the Investor may request "compliance adjustments" at any time if the deliverables do not align with evolving market needs. Such adjustments will not count toward the revision limit.

- Deliverables will be reviewed exclusively by the Investor.
 - Deliverables deemed unsatisfactory by the Investor must be revised until acceptable.
 - Failure to provide satisfactory deliverables voids eligibility for the 40% bonus.
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3. Marketing Rights

- The Investor has exclusive control of all major marketing campaigns.
 - The Developer may release "minor developer-led updates" (devlogs, teasers, social posts) only with prior written consent from the Investor.
 - Any independently released material must not conflict with Investor-approved messaging.
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4. Revenue Sharing

- The Developer grants the Investor a **15% share of gross revenue**.
 - **On Expo Day, the Investor will deduct both (a) repayment of the 300C capital investment, and (b) 15% of gross revenue, prior to any other deductions or distributions.**
 - “Gross revenue” means all revenue generated by the project without deductions for costs, expenses, or taxes.
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5. Repayment & Enforcement

- Capital Repayment: The initial **300C investment must be repaid in full** from the Developer’s revenue first before the Developer may distribute profits internally.
 - The **15% gross revenue share** applies immediately after capital repayment and continues indefinitely until formally released in writing by the Investor.
 - The repayment will be automatic and happen immediately after **EXPO Day** ends upon signing this contract.
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6. Termination

- Repayment of the 300C occurs automatically on Expo Day as described in Section 4.
 - In the event the Investor terminates this Agreement prior to Expo Day, the Developer must return the full 300C to the Investor **within one (1) business day** of termination notice.
 - Failure to repay within this timeframe constitutes breach of contract and entitles the Investor to seek additional penalties at their discretion.
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7. Ownership

- All marketing assets (trailers, posters, etc.) produced under this Agreement remain the sole property of the Investor.
 - The Developer is granted a non-exclusive, revocable license to use such assets solely for promoting **I-Poker** during the term of this Agreement.
 - Any reuse beyond this project requires prior Investor approval.
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Signed,

Investor: Iam Annri

Developer: Aseem Rakshasbhuvarkar
