

# Preliminary Agreement – Fun Fact Game Show



2025-10-06

MUTUAL UNDERSTANDING AND INITIAL TERMS BETWEEN THE PARTIES

# Preliminary Agreement – Fun Fact Game Show

**Between:**

**adwello Ltd.** (the “Service Provider”)

&

**Doug Sharpe / Fun Fact Game Show** (the “Client”)

**Date:** 06/10/2025

This Preliminary Agreement sets out the mutual understanding and initial terms between the parties prior to a detailed project contract.

## 1. Purpose

This agreement outlines the preliminary scope of collaboration between adwello and Doug Sharpe for the development of the Fun Fact Game Show software platform and related services.

## 2. Scope of Work (Phase 1)

adwello agrees to:

- Collaborate with Doug to finalize the gameplay flow and plan.
- Begin design and development of the software platform to support the agreed gameplay features.
- Provide consulting and creative input to support branding, audience engagement, and integration with live production crews.

Future phases and features will be detailed in a final project scope and budget once the gameplay plan is confirmed.

### 3. Payment

- The Client agrees to pay an initial deposit of CAD \$9,000 to commence work.
- Payment options: UK Bank Transfer (adwello Account).
- Balance payments and final schedule will be agreed once the finalized scope is approved.

### 4. Intellectual Property & Licensing

- Upon full payment of the agreed project fees, Doug Sharpe/Fun Fact Game Show will hold ownership rights to the custom software developed specifically for the show.
- adwello retains the right to use general underlying tools, libraries, and frameworks used in development, provided they are not specific to the Fun Fact Game Show.
- adwello will not license, sell, or deliver the custom-built software for another livestreamed game show project without Doug's prior written approval, for the duration of this collaboration.

### 5. Exclusivity

adwello agrees not to develop software for another livestreamed game show during the project term without written approval from Doug. This does not prevent adwello from providing services to other clients in different industries.

### 6. Termination

- Either party may terminate this agreement with written notice of 14 days.
- In the event of termination, all work completed to date will be delivered, and payments already made will cover work performed.

## 7. Confidentiality

Both parties agree to keep confidential any non-public information shared during the course of this collaboration.

## 8. Good Faith & Partnership

Both parties agree to collaborate in good faith, maintain clear communication, and work together to ensure the successful launch of Fun Fact – The Game Show.

## 9. Governing Law

This preliminary agreement is governed by the laws of Finland where adwello Ltd. is registered.

## Signed by:

**Diyan Pabasara**

Chairman

adwello Ltd.

**Doug Sharpe**

Fun Fact Game Show