

autograph : _____ (Publisher); _____ (Author)
(repeat on each page)

Licensing Agreement "Game Name"

Principals :

Publisher name
Business name
business ID
address

(hereinafter referred to as
Publisher)

and

Author name
author address

(hereinafter referred to as Author)

The above parties hereby conclude the following Licensing Agreement, the variable details of which are summarized in appendix A.

All parties have signed the Agreement in two duplicates to indicate their agreement. Each party has received a copy hereof.

1 Object of the Agreement

- 1.1 Author declares that he is the sole inventor of the object of the Agreement (hereinafter referred to as the "Item" for short). Furthermore, he declares that, to the best of his knowledge and belief, he has sole disposal over the copyright therein and with regard to all pertinent contents, including the game system with the instructions to the same as well as the design of all parts of the Item as conceived and/or drawn by them. He further declares that he has not yet granted any third parties any rights to exploit the Item in the territory defined in Appendix A, or that any previous such grant to any third parties has now definitively expired.

2 Rights of Exploitation

- 2.1 Author grants to Publisher the exclusive right to produce, publish and sell the Item. This right shall apply to all versions and editions for the countries and/or languages listed in Appendix A.
- 2.2 The following exclusive rights of exploitation (hereinafter referred to as "subsidiary rights" for short) shall also be included: the commercial exploitation of large-scale games, the publishing rights for books, newspapers, magazines and periodicals; theatre rights, music rights, film rights, TV rights, video rights, CD/CDI/CD-ROM rights, audio and radio play rights, software rights, versions for the Internet, merchandising rights etc. These include production, distribution and, where appropriate, public demonstration thereof.

Publisher shall notify the Author of any exercise of subsidiary rights and conclude with him a collateral agreement on remuneration in each such case.

- 2.3 Publisher shall be entitled to exercise the rights of exploitation referred to in clauses 2.1 and 2.2. After publication of the original version Publisher is further entitled to grant exclusive or simple rights of exploitation (sub-licenses) to other companies – possibly in cooperation with agencies – and shall at all times endeavour to take advantage of opportunities for exploitation for the parties' mutual benefit.
- 2.4 To advertise and promote sales of the Item, Publisher may produce, sell and use non-commercial promotional versions, e.g. give-aways, large-scale versions for events, product placement on TV, test versions on the Internet etc. Such activities shall not be subject to payment of any royalties.
- 2.5 The exclusive use as per clauses 2.1 and 2.2 shall be subject to the following provisions of release:
- 2.5.1 If Publisher does not publish the Item in all the countries within 24 months as per the licensed territories and publication dates set out in Appendix A, Author may demand that the publication rights be released for countries in which the Item has not been published.
- 2.5.2 The same shall apply to the exploitation of subsidiary rights – though irrespective of the contractual territory.
- 2.5.3 In countries of the European Community and European Economic Area, the exploitation of the rights shall be coordinated not only in respect of countries, but also in respect of language versions, that are not yet covered by Publisher.
- 2.6 Within four weeks after receipt of a request for the release of rights, Publisher may exercise an option and decide to effect publication itself.
- 2.6.1 If Publisher does not make said decision within those four weeks, the rights as per clauses 2.1 and 2.2 whose release has been requested shall be returned to Author.
- 2.6.2 If Publisher wishes to exploit these rights itself, it undertakes to do so within 12 months after exercising the option, for which an advance payment may be arranged.
- 2.6.3 All steps involved in a request for the release of rights must be in writing. Confirmed correspondence – by fax or e-mail as well – shall suffice.

3 Warranty

- 3.1 Author warrants that, to the best of his knowledge and belief, all rights of exploitation and services granted to Publisher under this Agreement are not encumbered with third-party rights and the Publisher can make unrestricted use thereof in accordance with Article 2.
- 3.2 Publisher shall be liable for any third-party loss or damage due to defects in the Item that are attributable to development, production or quality of materials.

4 Design and Marketing

- 4.1 For the best possible realization of the said rights of exploitation, Publisher shall be free to choose an appropriate title, design, presentation and components of the Item. Publisher shall advise to Author thereof in good time, however, and give due consideration to his suggestions.
- 4.2 Publisher shall provide the Author with a review copy of the prototype components prior to publication. The Author shall then have 10 Publisher business days to review, comment,

and respond to Publisher with respect to any changes he requires Publisher to make to said components.

4.2.1 Publisher shall not publish the item without the Author's approval; however, should the Author fail to respond to Publisher within the prescribed review period, Publisher may treat said failure as an approval by the Author.

4.3 Publisher shall fix the publication date projected in Appendix A, the number of copies, the current selling prices and the best possible scale of all sales and marketing measures. Within the scope of this Agreement, Publisher shall be free to engage in any and all business transactions involving the Item.

4.4 The reference to Author given in Appendix A shall be printed on the box and in the rules.

4.4.1 The name of the author shall appear on the front of the box : "a game by Frederic Moyersoén."

4.4.2 Additionally the copyright notice of Publisher will appear.

5 Royalties

5.1 Publisher shall pay to Author a royalty as a percentage of the net sales of the Item.

5.2 The amount of a possible advance payment is indicated in Appendix A. This advance shall not be repayable and shall be deducted in full from the royalties payable.

5.3 Author shall receive inventor's copies of the Item for his personal use.

5.3.1 The number of copies is specified in Appendix A.

5.3.2 Furthermore, he shall be entitled to buy copies at the net price as per the price list plus current value-added tax and shipping.

5.4 In case of a sub-license to a third-party (i.e. to market translation copies), Publisher shall pay a specific royalty as indicated in Appendix A.

6 Accounting and Payments

6.1 The payments for the accounting period shall fall due 30 days after the respective cut-off date.

6.1.1 Publisher shall render to Author statements of account for each accounting period as per Appendix A.

6.1.2 These statements shall include the total quantity sold and net wholesale price from each exploitation.

6.2 The payments shall be in EURO and – regardless of Author' place of residence – in full satisfaction of the debt owed by Publisher.

6.3 Publisher shall make royalty payments to the Author using a wire transfer. Any transfer cost remains at charge of Publisher.

6.4 Author may have the statements of account audited by a professional accountant.

6.4.1 If any errors in the statements of account for the audited period should emerge to Author' detriment, Publisher shall immediately pay a corrective payment of the difference to Author.

6.4.2 If the difference is over 5% of the normally due payment, the costs of said audit shall be borne by Publisher.

6.4.3 If the difference is under 5% of the normally due payment, the costs of said audit

shall be borne by Author.

6.4.4 Should a corrective payment as defined in 6.4.1 be required more than one time over a 36 months period, Publisher shall pay Author an amount equivalent to the due corrective payment as damage compensation.

7 Duration and Termination of the Agreement

- 7.1 This Agreement shall take effect when signed and shall run for the period stipulated in Appendix A.
- 7.2 If, on conclusion of this Agreement, the Item is not published for reasons for which Publisher is responsible, the advance paid as per clause 5.2 shall be deemed a non-repayable indemnity fee, all further claims excluded.
- 7.3 If Publisher fails to publish the Item within 6 months after the projected publication date stipulated in Appendix A, Author may demand immediate termination of the Agreement.
7.3.1 If Author demands the immediate termination of the Agreement and no advance payment was agreed upon, Publisher shall immediately pay Author the Non-publication penalty fee defined in Appendix A, all further claims excluded.
- 7.4 If sales cease to meet expectations, Publisher may at any time remove the Item from its product range and stop production and distribution. Publisher shall give to Author at least three months' prior notice thereof for the end of the year.
- 7.5 Author shall be entitled to terminate this Agreement if Publisher falls short of the minimum quantity per year specified in Appendix A. The notice period in this case shall be six months for the end of the subsequent year.
- 7.6 The right to terminate without notice in case of breach of Agreement or bankruptcy or on the basis of provisions of law shall not be thereby affected.
- 7.7 In any case Publisher shall be entitled to sell off all goods in stock for six months after termination of the Agreement. It may not continue production after termination, however. Any remaining stock shall be offered to Author before being sold in a clearance sale.
- 7.8 Agreements concerning sub-licenses as per clause 2.3 shall be concluded for no more than three years with automatic renewal for successive periods of one year if not terminated.
7.9.1 The provisions of this Agreement shall remain effective thereon and shall be applied until the earliest possible date of termination even if the Agreement – for whatever reasons – should be otherwise expired.

8 Restitution of Rights

- 8.1 All rights transferred under this Agreement shall revert to Author upon termination of Agreement.
8.1.1 If Publisher has acquired any rights of its own, such as trademark and patent rights, in connection with the publication of the Item, it shall retain title thereto.
8.1.2 This shall apply accordingly to all production documents/materials such as designs and tools.
- 8.2 On termination of the Agreement the title of the Item shall pass into Author' ownership unless otherwise provided in Appendix A.
8.2.2 At Author' request Publisher shall transfer to him any additional registered proprietary

rights and trademarks for said title, unless barred by third-party rights.
8.2.3 Series titles shall in any case remain Publisher's property.

8.3 Should Publisher file for bankruptcy or otherwise go out of business, All rights transferred under this agreement shall automatically revert to Author.

9 Final Provisions

9.1 No collateral agreements have been made. Alterations, additions and notes of termination must be made in writing. Confirmed correspondence – by fax or e-mail as well – shall suffice.

9.2 If any parts of this Agreement should be or become void, the rest of the Agreement shall remain effective unchanged. The void or impracticable provision shall then be replaced by a valid one that comes closest to the financial objective of the parties contracting today.

9.3 The law of Belgium applies exclusively. Place of jurisdiction – if legally permissible – shall be Brussels.

9.5 This licensing agreement shall be binding upon and inure to the benefit of the heirs, executors, assigns and administrators of the Author, and upon and to the successors and assigns of the Publisher.

Appendix A

1. Working title / title of the Item	<i>Game Name</i>
1. Territory of exploitation	<i>Worldwide</i>
1. Languages	<i>All</i>
1. Projected publication date	<i>Q1 2015</i>
1. Non-publication penalty fee if no advance payment	<i>€XXXXX,-</i>
1. Copyright notice (name of the authors)	<i>Author name</i>
1. Advance Payment	<i>No advance payment</i>
1. Royalty	<i>- 6 % of the net sales price per piece - 20 % of receipts for translation copies (sub-licensed by third parties)</i>
1. Accounting period	<i>- Half-yearly : June 30th and December 31st - Accounting Statement & payment : January 31th , and July 31st</i>
1. Copies for reference	<i>- 10 pieces of each unique edition</i>

1. Term of the Agreement	- 5 Years - Without notice, automatically renewed for one year
1. Minimum quantity p.a.	- 100 pieces per year
1. Bank Details	Author name author bank account number BIC+IBAN (or SWIFT)

Signatures :

(handwritten mention "read and agreed for", plus signature, and autograph on each page.)

Location, date

Publisher

Publisher name

Author

Author name