# Publishing Agreement for "Puzzle With Us"

## Parties

This Agreement is made between:  
Developer: Puzzle Games

Publisher: SteamPublisher

## Game Details

Game Name: Puzzle with us  
Description: Enjoy the relaxing game to train your brain and calm your anxiety. Play Thousands of puzzles games for free, have fun with no missing pieces. Welcome to the Puzzle world!

## Responsibilities of the Parties

## Publisher is in the business of distributing digital content by way of download to mobile devices in the Territory.

## Developer is in the business of developing mobile games.

## Developer shall programme and develop the mobile game under the project with specifications described in the Appendix no. 4 (“Specification”), which shall be financed by the Publisher and such financing shall be subject to recoupment by the Publisher.

## Upon successful delivery of the Game by the Developer, Publisher shall publish it in the Territory.

## Parties wish to conclude this Agreement in order to cooperate in terms of developing the Game and after its development, publishing and monetizing in the Territory in good faith, in accordance with the terms of this Agreement.

## Revenue Sharing and Payment Terms

For the development of the Game, Developer shall receive remuneration in the form of Burn Rate.

Burn Rate shall be paid in the net amount of USD 95.500 split into 5 monthly installments: USD 10.000 the first one (July 2023), USD 20.500 second one (August 2023), USD 22.500 third and fourth one (September and October 2023) and USD 20.000 fifth one (November 2023), all paid upfront upon an invoice issued by the Developer for each month of the development until original Deadline. In the event of extending the Deadline, Burn Rate shall not be increased subject to the stipulation of Clauses 3.4, 4.4 and 7.4​​. Detailed budget of the Game’s production shall be specified in the Appendix no. 4.

Publisher has the right of priority to recoup the full amount incurred in the scope of Burn Rate from the Developer’s part of Revenue Share paid in Phase II and Developer will begin to actually receive the Revenue Share when the accumulated Revenue Share exceeds the Burn Rate.

From the Effective Date, Net Revenue shall be allocated as follows:

all Net Revenue shall first be allocated to the recoupment of the Burn Rate Support until full repayment in the amount of USD 270.000,00 (two hundred seventy thousand);

Net Revenue in a given settlement period shall be allocated to the costs of Updates in accordance with the terms specified in section 6.2. (if applicable);

all Net Revenue remaining shall be split as follows: Developer shall be entitled to FIFTY (50) % of Net Revenue and Publisher will retain FIFTY (50) % of Net Revenue (“Revenue Share”). An illustrative Revenue Share is attached as Appendix 3 hereto. Revenue Share shall be calculated as follows:

beginning on the Effective Date, all Gross Revenue shall be the basis for the said calculation;

Total Costs incurred by the Parties in execution of their obligation stated herein, as defined in section 1.11., shall create the total cost base;

The figure calculated by the Publisher as the Net Revenue shall be shared between the Parties as specified in section 6.3.3.

## Intellectual Property

The Developer retains ownership of all intellectual property related to the game. The Publisher is granted a non-exclusive, worldwide license to market and distribute the game during the term of the Agreement.

## Term and Termination

1. Initial Term: The Agreement is valid for 3 years from the date of signing.  
2. Renewal: The Agreement may be renewed upon mutual written agreement.  
3. Termination: Either party may terminate the Agreement with 60 days written notice.

## Miscellaneous Provisions

1. Confidentiality: Both parties agree to keep the terms of this Agreement confidential.  
2. Governing Law: This Agreement shall be governed by the laws of the jurisdiction of the Publisher.  
3. Dispute Resolution: Any disputes will be resolved through arbitration in the jurisdiction of the Publisher.

## Signatures

Developer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Publisher: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_