# Publishing Agreement for "Go Cars"

## Parties

This Agreement is made between:  
Developer: OrangeGames  
Publisher: GamePublisher4

## Game Details

Game Name: Go Cars  
Description: An acing game that lets you push your skills to the max. Race and overtake vehicles in city and highway traffic with four thrilling game modes: carrier, infinite, against-time, and free mode. Choose between one-way and two-way traffic, and experience three times of day - 'Morning,' 'Sunset,' and 'Night.' With multiple camera angles, sensitive controls, and realistic physics, it's a high-speed adventure you won't want to miss. Customize, upgrade, and take on numerous race events in this graphically stunning racing world!

## Responsibilities of the Parties

## Developer developed a prototype and wishes to develop a full version of the mobile game (the “Property”), based on a free-to-play business model and wishes owner of the rights pertaining to the Property, to publish it on the global market.

## Publisher is in the business of distributing digital content by way of download to mobile devices in the Territory (as defined below).

## Revenue Sharing and Payment Terms

## Burn Rate Support. The Developer shall receive, as part of the remuneration for performing its obligations granting the license specified herein, which shall be paid by Publisher in the amount of USD 300.000,00. Publisher shall be entitled to recoup the accumulated Burn Rate Support from Revenue Share as priority and Developer will begin to actually receive the Revenue Share when the accumulated Revenue Share exceeds the Burn Rate Support.

## Burn Rate Support will be paid in 4 tranches, which are subject to the fulfillment of the milestones within the deadline and in accordance with the specifications and roadmap specified in the Appendix no. 2 and in accordance with the following terms.

## The Publisher shall confirm the fulfillment of the requirements of a milestone as set forth in Appendix 2 within 10 Business Days from the date of the Developer's notification of the fulfillment of the requirements and submission to the Publisher of all materials and information specified in Appendix 2, necessary for the Publisher to determine the fulfillment of the milestone. After confirmation of fulfillment of the requirements of a milestone, Developer shall issue an invoice to the Publisher for the tranche of Burn Rate Support which shall be paid within 7 days. If the Publisher fails to respond to the notification from the Developer within the above mentioned 10 Business Days delay, the afferent milestone shall be deemed fulfilled and duly invoiceable by, and forthwith payable to, the Developer.

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.

Reports. The Revenue Share referred to in Section 6.3, shall be settled in monthly settlement periods. In order to collect all the necessary data, a given settlement period will be settled at the latest after 60 days from its end. However, the financial data included in the calculation of Net Revenue in a given settlement period cannot be the basis for the calculation of Net Revenue in any other accounting period. Within 10 days of collecting all the data necessary to calculate Revenue Share for a given settlement period, but no later than 30 days following the end of such settlement period, the Parties shall inform each other about all incurred costs, sales, promotional distributions of the Game, together with the record of Gross Revenue received, along with Total Costs and Net Revenue in connection with the realization of this Agreement by each Party assigned to the given settlement period. Based on the foregoing information, the Publisher shall provide the Developer no later than 60 days following the settlement period with a revenue share statement evidencing all calculations of the Net Revenue (the “Report”). Developer shall have the right to require the Publisher to provide any documentation evidencing the data used in the Report for the above purposes.

## 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 4 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_