# Publishing Agreement for "Truck Simulator 1002"

## Parties

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

## Game Details

Game Name: Truck Simulator 1002  
Description: Truck Simulator 1002 is a 3D truck-driving simulation game where you can explore beautiful open-world environments while driving various trucks! Take delivery jobs and be a real Russian truck driver. Your objective is to transport cargo to and from different cities safely. Each job pays a certain amount, and you'll want to collect monetary rewards because they will help you upgrade your equipment for better driving. The more you earn, the more you can afford engine, brake, and steering upgrades.

## Responsibilities of the Parties

## Developer developed the mobile game based on a free-to-play business model (“Game”), and wishes 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).

## Developer wishes to provide the Publisher with all the necessary rights to the Game so that the Publisher is capable to publish and monetize the Game in the Territory in good faith, in accordance with the terms of this Agreement. Both Parties hereby confirm that the sole ownership of the rights to the Game will remain with the Developer. In accordance with this Agreement Developer undertakes to:

## create the Game as set out in this Agreement;

## grant a license for Intellectual Property Rights to the Game to Publisher;

## transfer the Game and all Content to the Publisher's accounts in accordance with the Publisher's request;

## modify, support and develop the Game in order for it to function properly and develop its monetization potential;

## enable the Publisher to make appropriate changes to the Game necessary for the proper performance of the Agreement.

## The Publisher undertakes to:

## market and promote the Game for sale on the Platforms in the Territory;

## make the Game available for purchase and download by End Users in the Territory;

## pay the Developer the Revenue Share in accordance with the terms of this Agreement.

## Revenue Sharing and Payment Terms

## Revenue Share. From the Effective Date the Developer shall be entitled to FIFTY (50) % of Net Revenue, during the Term and Publisher will retain FIFTY (50) % of Net Revenue during the Term (“Revenue Share”). Revenue Share shall be calculated as follows:

## beginning on the Effective Date, all Gross Revenue actually received by the Publisher, shall provide the real cash inflow data and 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 1.10., shall create the total cost base;

## The figure calculated as the Net Revenue shall be shared between the Parties as specified in section 6.1.

## Reports. The Revenue Share referred to in section 6.1, shall be settled in monthly settlement periods. In order to collect all the necessary data, a given settlement period will be settled after 2 months 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 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 (the “Report”). Publisher will provide Developer with the access to relevant Platforms regarding access, analytics, and AppFigures. Such access shall be restricted to the Game only.

## Payment. Upon receipt of the relevant Report, the Developer shall invoice the Publisher for the amount of Revenue Share. All payments of Revenue Share amounts shall be computed by Publisher in US Dollars on a monthly basis and shall be due and paid by Publisher to Developer within 10 days after Publisher receives a proper invoice from Developer by wire transfer to Developer’s bank account. For the purpose of calculation of the Revenue Share payable hereunder Net Revenue shall be calculated into the US Dollars at the exchange rate at the respective exchange rates published by the National Bank of Poland on the website as an average rate from Reporting Month for Developer’s receipts in other currencies. Minimum payment to the Developer shall be USD 200,00 (in words: two hundred) therefore in the event that Developer’s Revenue Share in the given settlement period is below USD 200,00, Publisher will carry said balance forward to the next settlement period until Developer’s Revenue Share exceedsUSD 200,00. Publisher will pay for bank transfer fees upon payment of any one or combined invoice from the Developer.

## Intellectual Property

## Game’s License. Developer hereby grants Publisher an exclusive, sublicensable license, (i) to publish, (ii) commercially distribute and (iii) operate the Game for the purpose of (i) and (ii) on behalf of Developer, within the Platform, during the Term and in the Territory and conduct relevant marketing activities in the Territory

## Term and Termination

1. Initial Term: The Agreement is valid for 2 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_