THIS AGREEMENT made effective as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_.

BETWEEN:

(the “Studio”) -and- Game Solutions LLC

(Salutation) (your name)

—————— -------------------------------------------- ------------------------------------ (Game Solutions LLC)

# Address (your address)

House/Apt #:\_\_\_\_\_\_\_\_\_\_\_

Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Province:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Known as Game Solutions LLC)

Agreed Amount Royalty :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Initial —————x

Additional Terms Of The Agreement\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Initial —————————-X

How many Games/Application: Initial —————x

the parties hereby agree as follows:

# Services

1. Studio will provide the services that include: Selling Game/s, Renting Game/s Developing, Editing, Maintaining, Updating and Supporting. In the event that composition needs to be further developed, Game Solutions LLC agrees to award studio 50% of the application royalties, should studio be required to amend or further develop composition or upon not providing the agreed service Studio will award 50% of the application royalties to Game Solutions LLC. Game Solutions LLC understands that there will be additional fees for any additional services not listed in 1 That are provided by Studio at Game Solutions LLC’s request, including hiring additional developers for the project, or the extending of initial scope of the project.

# Rates/Payment

2.1 Game Solutions LLC agrees to pay for the Services, at the applicable rates/royalty set out in the agreement, in a timely and reasonable fashion. NO APPLICATION will be maintained, **in whole or in part, until FULL payment is received per the agreement. Game Solutions LLC further understands that this cost is a packaged price or royalty and not delegated to a specific application, nor can there be a calculation of overall sum quoted divided by number of apps created. Should studio support part of the project and decide not to complete the total, set out in this contract, none of the initial cost shall be paid to Studio by Game Solutions LLC partly or completely.**

2.2 Studio will pay Game Solutions LLC a non-refundable deposit of 50% (——————-) of the estimated total royalty charges. In the event that for payment be established, the Studio agrees that 50% of total amount is not contingent upon the completion of the project and will pay 50% of total, of service rendered. Within reasonable expectation, and upon the discretion of the Game Solutions LLC, there will be an effort made to ensure that the final product is suitable to the client. **Studio understands that quote does not include taxes. Quote applies only to the fees received into the Game Solutions LLC’s account.**

2.3 Invoices are due and payable on receipt. If Game Solutions LLC fails to pay an invoice on time, that resells in dispute, Game Solutions LLC agrees to pay Studio’s actual expenses, including reasonable attorney’s fees, associated with any collection proceedings, and any and all court proceedings will be held in Delaware state, United States.

# Responsibilities of Studio

3.1 Game Solutions LLC shall not be liable for any failure to perform its obligations, if such failure is due to circumstances beyond its reasonable control. Any liability of Game Solutions LLC shall be limited to the total of all amounts paid by Studio for Services under this Agreement.

# Responsibilities of Game Solutions LLC

4.1 Game Solutions LLC agrees to:

* Game Solutions LLC will make all payments when due;

# Termination

If Studio fails to comply with any of its responsibilities hereunder, Game Solutions LLC may terminate this Agreement and retain any application given by Studio prior to said termination. Furthermore, Game Solutions LLC reserves the right to terminate this agreement at anytime should Studio refusal to comply to any of section, 3.1 or even 4.1 occur, and initial future royalties will not be given or provided.

# Acceptance of Media

Receipt and acceptance of the application media by Game Solutions LLC after completion of the Services shall be deemed acknowledgement between both parties that the quality of the Services is satisfactory to Game Solutions LLC and shall release Game Solutions LLC from any and all liability and claims regarding such Services.

# Entire Agreement

This constitutes the entire agreement between Game Solutions LLC and Studio, and may not be modified, changed in any way except in writing signed by both parties.

# Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Delaware state. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Delaware state, United States.

**Confidential Information**

Both parties has taken commercially reasonable measures consistent with industry standard practices to protect the proprietary nature of the Confidential Information owned by both that are material to the business of both as currently conducted.

STUDIO:

I ----------------------------------------------------AGREE TO COMPLY WITH ALL THE REQUIREMENTS

OF THIS AGREEMENT AND UNDERSTAND THAT THIS AGREEMENT IS A LEGAL AND BINDING DOCUMENT BETWEEN YOU, THE ‘STUDIO’ AND US, THE ‘Game Solutions LLC’

Game Solutions LLC:

DATE: MM/ DD / YEAR

**Continuation**

At completion of project: I ………………………………………………………………………(Game Solutions LLC) hereby sign that I am satisfied with the project

Date:

Signature:

## **References**

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