This development and publishing agreement (the "**Agreement**") is entered into as of DATE (the "**Effective Date**"), by and between Raw Fury AB, a Swedish limited liability corporation with corporate registration number 559002-5846, located at Högbergsgatan 44, 118 26 Stockholm, Sweden ("**Publisher**") and DEVELOPER, a limited liability corporation with corporate number CORPORATE NUMBER, located at DEVELOPER ADDRESS ("**Developer**"). Developer and Publisher may be referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, Publisher and Developer wish to enter into this Agreement whereby Developer shall create and develop GAME NAME (the "**Game**") and Publisher shall publish the Game on the terms and conditions set forth herein;

NOW, THEREFORE, the Parties agree as follows:

Let's fucking do this!!!

1. DEFINITIONS

These terms have the following meanings:

Terms	**Meaning**
Term	This Agreement shall become effective from the Effective Date and shall be in full effect perpetually or until such time that it is terminated by one or both Parties in accordance with articles of this Agreement.
Territory	Publisher shall have the exclusive right to publish, distribute and market the Game and the Ancillary Products worldwide without any limitations.
Platform	Developer shall deliver the Game for (i) PC (Windows). Publisher shall have rights for Mobile (iOS, Android), PC (Mac, Linux, Steam OS), Microsoft platforms (XBox 1 and Windows 10 Store), Nintendo (3DS, Wii U, Switch), Sony (PlayStation 4); (ii) Publisher shall have the rights for any platforms which succeed any of the platforms listed in (i) above, which are released in the ten (10) years following the release date; or (iii) As otherwise agreed between the Parties in writing. Publisher may request, in co-operation with the Developer who shall not unreasonably deny such a request, 3rd party porting and/or development of Game where the cost of such work shall be deducted from Gross Revenue.
Ancillary Products	Products designed to support and/or promote the Game using, by way of example only, the names, renderings, dialog, sound effects or screen shots from the Game (including, without limitation, books, comics, music, animations, animated gif files, webisodes, clothing, posters, novelties and strategy guides of every kind and nature whatsoever).
Minimum Marketing Guarantee	An amount set at NUMBER ($XXX), which Publisher shall commit to spending, as a minimum, on marketing and distribution activities as determined by Publisher.
Initial Advance	NUMBER ($XXX) to be invoiced on the Effective Date.
Additional Advances	A monthly payment of NUMBER ($XXX), paid out before the 5th working day of every month, for a period of X MONTHS, starting on DATE, totaling NUMBER ($XXX).
Total Principal Amount	The sum of Initial Advance and Additional Advances, i.e. NUMBER ($XXX) in total, in addition to any adjustments made to Additional Advances after the signing of this Agreement.
Markup	Fifteen percent (15%) markup to Publisher calculated on Total Principal Amount.
Vision	A written description of the Game concept, high level design and goals that Developer and Publisher have mutually set for the Game. Inserted as Appendix A to this Agreement.
Final Delivery Date	Developer shall no later than on DATE deliver to Publisher a Gold Master for Platform.
Gross Revenue	Total invoice value of sales received by Publisher attributable to sales and licenses of the Game or any Ancillary Products.
Publisher Share	Fifty percent (50%) to Publisher of Net Revenues.

Service Spend	A maximum amount up to the sum of NUMBER ($XXX) to be spent by Publisher on additional services for the Game up to its release date including, but not limited to, QA, localization, voice over, age rating, platform verification, platform developer kits, porting the Game, team travel to events, fan events and PR.
Gold Master	A release candidate milestone which passes all Publisher's and Platform's requirements. It is considered the finished product, locked and ready to be reproduced and sold. Gold Masters are not necessarily bug free, but bugs they contain are not considered serious enough to block production or play.
Intellectual Property Rights	Any patents, copyrights, trademarks, trade secrets know-how, technology, software and other intellectual property created under law.

2. GOOD FAITH

The Parties enter into this Agreement in good faith, meaning that the Parties shall treat and deal with each other honestly, fairly, and in good faith, and shall not destroy any rights of the other Party to receive any benefits of this Agreement.

In layman's terms the spirit of this Agreement is built on the notions of mutual respect and trust, where both Publisher and Developer intend to fully collaborate, exchange ideas and mutually support one another in an effort to maximize the benefits of both Parties and lay down a foundation for a long-term fruitful relationship.

3. GRANT OF LICENSE

Publisher will use its best efforts to maximize the revenue potential of the Game for the mutual benefit of Developer and Publisher. Therefore, Developer hereby grants to Publisher an exclusive right during the Term and throughout the Territory to publish, produce, reproduce, perform, promote, advertise, export, import, rent, license, sublicense, translate, localize, manufacture, package, market, produce, merchandise, distribute (through any channels, including electronic distribution by download), display, sell, lease and otherwise exploit the Game, including any Ancillary Products, on the Platform.

Developer also hereby grants to Publisher a non-exclusive right throughout the Territory to use and reproduce the object and source code and an exclusive right to use the name of the Game (and any trademarks which may be applied for by Developer at Developer's sole cost and expense, unless otherwise agreed by the Parties in writing) in accordance with the provisions of this Agreement. However, Publisher acknowledges that Developer may during the Term and throughout the Territory exercise some of the exclusive rights granted to Publisher for the sole purpose of marketing or promoting the Game, Platform, Developer, Publisher and any other mutually beneficial causes subject to Publisher's prior written consent, such consent not to be unreasonably withheld.

4. INTELLECTUAL PROPERTY, COPYRIGHTS AND DOCUMENTS

Developer shall retain all Intellectual Property Rights in and to the Game, including all original elements of design and game software, and all rights in all source code, tools, technology, and other development aids embodied in and used in connection with the development of the Game. Any rights not explicitly granted to Publisher hereunder are reserved by Developer. For the avoidance of doubt Publisher's existing Intellectual Property Rights shall still be owned by Publisher.

If, at any time after the Effective Date, any further actions are necessary or desirable to carry out the purposes of this Agreement and to vest the title, ownership and interest in and to the Game, each Party shall execute and deliver the instruments and documents and take all actions and provide all assistance as may be reasonably necessary or desirable to confirm and carry out and fully effectuate the intent and purposes of this Agreement.

5. MARKETING

Publisher shall be the exclusive publisher of the Game and be responsible for the distribution of the Game in the Territory. Publisher is not obligated to make or continue to make the Game commercially available. Publisher has the exclusive right to market the Game and Developer entrusts and grants to Publisher the right to determine, in its sole discretion, the manner and method of marketing and distribution of the Game, including, but not limited to, total and maximum marketing expenditures, advertising and promotion, packaging, channels of distribution and the suggested retail price of the Game, provided however, that:

a) Publisher shall, in good faith and to the extent reasonable, involve Developer in any plans in connection with determining the manner and method of marketing and distribution of the Game. Publisher shall, to the extent possible, accommodate any reasonable concerns or requests from Developer raised during said involvement, if Publisher believes they improve marketing and distribution of the Game and if accommodating said concerns or requests falls within the Minimum Marketing Guarantee.
b) Publisher shall, unless agreed in writing between Developer and Publisher, use commercially reasonable efforts to ensure the Game will be released within three (3) months of delivery of Gold Master to Publisher by Developer. For the avoidance of doubt, a typical delay could be to align the Game launch to the launch of a new platform to increase marketing exposure.

Publisher agrees to spend at least the Minimum Marketing Guarantee on activities that Publisher determines, at Publisher's sole discretion, to be the manner and method of marketing and distribution of the Game.

Developer shall cooperate and support Publisher in its efforts to produce, reproduce, perform, promote, advertise, export, import, rent, license, sublicense, translate, localize, manufacture, package, market, produce, merchandise, distribute (through any channels, including electronic distribution by download), display, sell, lease and otherwise exploit the Game, including any Ancillary Products, on the Platform. Such support can include, without limitation, live promotion, Developer activities and outreach through online channels (as an example, Facebook, Twitter, Developer forums) controlled by Developer and production of assets needed for various marketing tasks.

Neither Party makes any guarantee of success with respect to revenue to be achieved or royalties to be earned from the Game.

6. COMPETING GAMES

Developer shall not, directly or indirectly, develop, manufacture or distribute a game of the same genre and mechanics (i.e., similar in theme, look and feel) as the Game for any party other than Publisher until the date of one (1) year following the date of release of the Game. The Parties acknowledge and agree that the foregoing restriction is of the essence of this Agreement and is necessary for the protection of Publisher's ongoing business.

7. ADDITIONAL PUBLISHING RIGHTS

Developer acknowledges that this Agreement obligates Publisher to perform activities and make financial investments that may benefit Developer beyond the scope of this Agreement, as Developer, with the exception of the rights granted under this Agreement, retains all copyrights and all other intellectual property rights in and to the Game. Therefore and in good faith Developer accepts the following:

a) During the Term and during any renewal period, Publisher shall have a right of first refusal for the exclusive, worldwide publishing rights to sequels, add-ons, mission packs and DLC's as these terms are commonly understood in the industry, - in addition to all other platform versions of the Game, not covered under Platform. Any such right of first refusal must be exercised in writing within thirty (30) days of Publisher's receipt of a written request to act by Developer.

b) During the Term and during any renewal periods, Developer can at any time request in writing to replace Publisher's right of first refusal as stated above in Section 7.A, with a fixed and perpetual revenue share of five percent (5%) of Gross Revenues received by Developer, which Publisher is then entitled to. These are for example revenues, royalty payments, licensing fees, advances or other financial transactions generated by any sequels, add-ons, mission packs and DLC's as these terms are commonly understood in the industry, - in addition to other platform versions of the Game, published, distributed or released by any other party than Publisher. Developer shall, upon request, describe adequate accounting procedures that will allow Publisher to audit and verify Developer's accounting of revenues. Publisher cannot withhold agreement if verification and auditing procedures are reasonable and believable.

8. DEVELOPER FUNDING

Publisher agrees to make funds available to Developer for the sole purpose of assisting Developer in the development and delivery of the Game. The funds will consist of the Initial Advance and Additional Advances, adding up to the Total Principal Amount, which shall be repaid to Publisher together with the Mark Up according to Section 12.

The Total Principal Amount shall be paid out as follows:

a) Upon execution of this Agreement, Publisher shall pay the Initial Advance to Developer.
b) Subject to adjustment or termination of this Agreement, Publisher shall pay Additional Advances to Developer, as previously specified in this Agreement.

9. DEVELOPER FUNDING ADJUSTMENTS

Upon written request by Developer, Publisher shall reduce the amount of the Additional Advances to the amount requested by Developer. Developer may request to adjust the Additional Advances to a higher total value and/or request to adjust the distribution of Additional Advances, but approval of any such requested adjustment to a higher value or adjustment of the distribution of Additional Advances will be at Publisher's sole discretion.

Six (6) months from the Effective Date, Parties shall review the Additional Advances with the goal of potentially adjusting either or both amount or duration of further payments, under the same terms that apply in this Agreement for Additional Advances. At the same time, the Parties shall review Final Delivery Date. Any adjustment shall fall under the same terms that apply in this Agreement for Final Delivery Date. Any adjustment to either Additional Advances or Final Delivery Date shall be supported with a written description from Developer that justifies the adjustment. Said written description shall then become a part of the Vision.

Since the Parties goals and ambitions are to release the Game in such a state that is deemed of high quality by both Parties, Developer shall raise requests for adjustments of Additional Advances as soon as Developer is able, in order to facilitate a conversation in good faith between Developer and Publisher, with the aim to understand what the additional funds and/or time would be used for.

10. DEVELOPER REPORTING RESPONSIBILITIES

Publisher understands the need of Developer to maintain a flexible schedule, in order to focus all efforts and funds, referring to the Total Principal Amount, on making the Game in such a way to achieve the Vision as set out in Appendix A of this Agreement. Publisher therefore does not require or request any fixed milestone schedule of deliveries over time.

In view of the foregoing, Developer understands the need of Publisher to be able, from time to time, to request that Developer delivers certain materials. Upon request, Developer shall electronically deliver, within fourteen (14) days, the following set of materials to Publisher:

a) The latest build of the Game in executable state on at least one Platform.

b) An outline of the work that has been done on the Game since the last request for materials was made.
c) An outline of any additional work planned until Final Delivery Date, highlighting any changes to previously delivered outlines of additional work.
d) A summary of how Initial Advance and Additional Advances have been spent up until the date of the request.

The requests for materials according to this Section 10 are not meant to be cumbersome and all documentation may be informal but in writing, as long as it serves Publisher's intent to understand and follow the progress of the Game development.

Publisher may request the delivery of above-mentioned materials with the intent to share with a third party. In that case, requests according to this Section 10 will state this intent and outline Publisher's reasoning, along with any specific requests for additional materials needed, to make a complete delivery to a third party.

11. NO OBLIGATION TO MAKE ADDITIONAL ADVANCES

Publisher shall have no obligation to pay the Additional Advances and may, thirty (30) days after delivering a written notice to Developer, suspend or terminate the Additional Advances. Upon terminating the Additional Advances, Publisher effectively terminates this Agreement.

12. DEVELOPER FUNDING REPAYMENT

Publisher shall deduct the Total Principal Amount from Gross Revenue until one hundred percent (100%) plus Markup has been recovered at which point Developer funding shall be considered fully repaid. No revenue is shared with Developer until Total Principal Amount plus Markup has been fully repaid.

If this Agreement is terminated before Total Principal Amount plus Markup has been repaid to Publisher and Developer licenses, sells, distributes or in any other way exploits the Game, then Developer shall pay to Publisher seventy percent (70%) of the Gross Revenue received by Developer from the licensing, sale, distribution or other exploitation of the Game, and fifty percent (50%) of the Gross Revenue received by Developer from the licensing, sale, distribution or other exploitation of any work based upon or derived from the Game such as but not limited to sequels, prequels or Ancillary Products ("Derivative Works"), until the total amount paid by Developer to Publisher equals the Total Principal Amount plus Markup. Games that share only technology with the Game shall not be considered Derivative Works. Payments according to this Section 12 shall be delivered to Publisher within thirty (30) days after receipt by Developer.

Any late payments under this Agreement will accrue additional interest at the rate of two percent (2%) per month or the highest interest rate permitted by applicable law, whichever is lesser, with a partial month treated as a full month for the purposes of interest rate calculations according to this Section 12.

For the avoidance of doubt, any and all repayment under this Section 12, shall solely be related to revenues received or generated from selling, exploiting, distributing or licensing the Game or the Ancillary Products, or any work based upon or derived from them.

13. SERVICE SPEND

Publisher and Developer shall mutually determine the Service Spend based on Publisher's recommendation. Publisher will deduct the Service Spend from Gross Revenue until one hundred percent (100%) of the Service Spend has been recovered. Actual monies spent on services may be lower than defined Service Spend and in such instance only actual monies spent on services shall be recovered according to this Section 13. No revenue is shared with Developer until Service Spend has been fully recovered by Publisher.

If Publisher believes an increase is needed to Service Spend, it shall inform Developer in writing and request an adjustment. Developer shall not unreasonably deny such a request if it is suggested in good faith by

Publisher with the purpose to increase potential revenue and exposure of Game and allow Publisher to fully perform Publisher's duties as set forward in this Agreement. This may include allowing Publisher to fully service the Territory and Platform to the full extent of any external requirements imposed on the Game, including but not limited to language requirements, quality requirements, platform adherence requirements, rating requirements and other territorial or platform specific requirements.

14. REVENUE SHARE

Publisher and Developer shall share revenue from the Game as follows:

a) Publisher is entitled to Publisher Share of Net Revenue. Developer is entitled to Net Revenue less Publisher Share ("**Developer Share**").
b) Net Revenue is defined as Gross Revenue after deductions of:
    a. Taxes on sale or license, such as, but not limited to, sales, use, excise, value-added and other taxes.
    b. Amounts reimbursed by customers such as, but not limited to, insurance, packing, custom duties, shipping and similar charges.
    c. Promotional amounts, such as, but not limited to, credits, cash and trade discounts, freight discounts, rebates or promotional allowances to customers.
    d. All costs of materials, manufacturing, replication, assembly, and delivery of final packaged Ancillary Products or Game, including packaging materials, labor, freight, and fulfillment charges.
    e. All royalty, license fees and other amounts payable to distribution channels, platform owners, system licensors, for the right to publish and manufacture Ancillary Products or Game or to third party licensors in connection with licenses for the Game.
    f. Amounts for replacements, back-ups, or revised versions, including any amount for copies of the Game which is distributed by Publisher to existing customers as back-up, replacement or corrected copies, whether provided under a backup or warranty or maintenance policy or otherwise.
    g. Amounts for returns, such as credits, refunds, price protection or mark-down allowances.
    h. Currency exchange fees incurred by Publisher with respect to amounts other than in United States Dollars.
    i. All amounts expended by or on behalf of Publisher to advertise, market or promote the Game or Ancillary Products in any medium or manner in the Territory.
    j. All amounts expended by or on behalf of Publisher to reproduce, port, redevelop and remake Game for Platform, where Publisher has rights but Developer does not need to deliver.
    k. Developer Funding Repayment as described in Section 12 of this Agreement.
    l. Service Spend as described in Section 13 of this Agreement.

15. DELIVERY AND APPROVAL

On the Final Delivery Date Developer shall deliver a fully functional Gold Master for the Game (in executable object code form), on the Platform in electronic format, Bug free (as hereinafter defined), and from which Publisher can create copies of the Game. "**Bug**" means any deviation from the commonly accepted standards for normal operation of games or any material error including, without limitation, an abnormal cessation of functioning of the Game, but shall expressly not include deviations from that commonly accepted standards for normal operation of games that are not considered serious enough to block production or play.

Developer shall notify Publisher immediately if there are reasons to believe that the Game will be delayed or if it becomes aware of any problems related to the Game. Developer and Publisher shall mutually agree on any adjustment or change of Final Delivery Date, but Publisher shall not reject such request without reason. Any such adjustment must be suggested in writing by either Developer or Publisher no later than sixty (60) days before Final Delivery Date, as to allow Publisher ample time to market Game. Any such suggestion of change to the Final Delivery Date shall include a new Final Delivery Date with necessary data and materials to

support why the change is proposed and how Developer's time should be spent between original and adjusted Final Delivery Date, to ensure and secure best possible development outcome for Game. Any change to Final Delivery Date, if accepted by Publisher, shall not entitle Developer to further developer funding and Publisher shall have no obligation to supply Developer with any further funding than the Total Principal Amount unless the Parties mutually agree in writing.

Timely delivery in accordance with the Final Delivery Date is of the essence of this Agreement. In the event Developer fails to deliver the Gold Master for the Game by Final Delivery Date, unless such delivery date has been extended by mutual agreement by the Parties in accordance with the aforementioned procedure, Developer shall be deemed to be in material breach of this Agreement. If Publisher terminates this Agreement pursuant to this Section 15 and Section 22 of this Agreement, all amounts paid by Publisher in connection with the Game shall be fully refundable, including any amounts spent by Publisher in accordance with Section 12 (Developer Funding Repayment), and Section 13 (Service Spend) along with any other incurred cost that Publisher can reasonably maintain and prove to be associated with development of Game.

16. CREDITS

It is the understanding of both Developer and Publisher that credits and featuring should center more or as much on Developer rather than Publisher. Developer shall submit on-screen credits for the Game to Publisher for Publisher's approval, which approval shall not be unreasonably withheld. Publisher shall accord credit to Developer as developer with at least as much prominence as Publisher on all printed materials related to the Game, including without limitation, on front of the package, in the manual and advertising materials which shall contain Developer's logo. Developer's website address shall be displayed on the back of the package and in all marketing or promotional materials of relevance. The Game, user manual and Ancillary Products shall all be credited to Developer and Publisher alike.

17. DEVELOPER SUPPORT

During the three (3) months following the initial release of the Game, at Publisher's request, Developer shall fix reproducible Bugs or defects and provide reasonable telephone and email support to Publisher's employees in connection with the technical support of users of the Game. Publisher shall reimburse Developer its reasonable pre-approved out-of-pocket expenses (as documented) in connection with rendering telephone support and training services.

During the abovementioned period, Developer will make itself available for interviews, conferences and other marketing or promotional efforts arranged by Publisher. Furthermore, Developer shall have the right to engage with players of the Game, as long as said engagement is prudent and respectful towards players. Publisher and Developer hereby agree to collaborate on any sort of event that may solicit a meaningful response to players, journalists or others that might be interested in the Game.

Developer shall not make any claims of future development of Game without consulting with Publisher first as further development support from Publisher is not guaranteed.

18. REVENUE SHARE PAYMENTS

It is agreed that Developer shall be entitled to the developers share of royalty payments as follows:

a) Royalties, on account of Revenue Share earned by Developer, shall be paid in either United States dollars or Swedish Kronor, less all advances and other permitted charges.
b) Within Thirty (30) days from Publisher receiving Gross Revenues from Platform, Publisher shall deliver to Developer a royalty statement ("**Royalty Statement**") which Developer shall use to properly invoice Publisher for Revenue Share earned.
c) Each royalty payment hereunder shall be based on the aforementioned Royalty Statement in accordance with Publisher's regular accounting practices. Each Royalty Statement shall contain information relating to the life to date activity of the Game including period of statement, origin

of Gross Revenues, cost of goods, gross royalty, reserves, earned royalties, sublicensed and repackaged sales and Ancillary Products sales. Each Royalty Statement shall become binding on both Parties and Developer shall neither have nor make any claim against Publisher with respect to such statement, unless Developer objects in writing to the Royalty Statement of the specific basis of such claim within one (1) year after the date Publisher renders such Royalty Statement.

d) Publisher has Ninety (90) days from Game being released on Platform to exactly calculate the total sum of advances and all permitted charge to be deducted from Gross Revenues. During this period, Publisher will propose and Developer shall agree on an approximation of these fees, to be used for all royalty statement calculations until an exact number has been produced by Publisher. When exact calculations are ready and applied, they will be used to adjust Royalty Statements according to the difference between the approximate numbers used and the exactly calculated numbers that have then been accounted and verified.
e) Publisher shall have the right to establish reserves for returns and defective Games in accordance with Publisher's business practices (not to exceed 10% of royalties owed to Developer). Unused reserves shall be liquidated on a rolling monthly basis, dependent on when they were reserved.
f) Royalty payments shall be less whatever taxes the laws of the applicable jurisdiction require be withheld in connection with such royalties and subject to applicable local currency remittance laws or foreign exchange remittance regulations.
g) Publisher agrees that Developer at its own cost may once during any calendar year, audit its books and records for the purpose of determining the accuracy of Publisher's Royalty Statements to Developer. If Developer wishes to perform any such audit, Developer shall notify Publisher in writing at least thirty (30) days prior to the planned audit. All audits shall be made during regular business hours, and shall be conducted on Developer's behalf by a certified independent public accountant. Each examination shall be made at Developer's own expense at Publisher's regular place of business where the books and records will be made available to Developer's accountant. In the event that Developer establishes as a result of an audit conducted by Developer, that there is a discrepancy in the royalty payments due to Developer of five percent (5%) or more for the period covered by the audit, then Publisher shall pay to Developer, upon settlement of the audit, Developer's reasonable third-party legal and auditor's fees and disbursements actually incurred in connection with such audit and interest at the rate of five percent (5%) per annum on the underpaid amount.
h) Publisher shall have the same auditing rights against Developer as described in Section 18.G, should this Agreement be terminated and Development Funding Repayment, as described in Section 12, is in effect.
i) If Developer claims that additional monies are payable to Developer, Publisher shall not be deemed to be in material breach of this Agreement unless
    a. Publisher fails to produce appropriate books and records of manufacture and sales for audit; or
    b. such claim shall have been reduced to a final judgment by a court of competent jurisdiction and Publisher shall have failed to pay Developer the amount thereof within thirty (30) days after Publisher shall have received written notice of the entry of such judgment; or
    c. Publisher agrees in writing that there are royalties owing and does not pay the amount thereof within thirty (30) days.

19. CONFIDENTIAL INFORMATION

a) Publisher and Developer recognize that, in connection with the performance of this Agreement, each of them may disclose to the other information about the disclosing Party's business or activities, which such Party considers proprietary and confidential. All such proprietary and confidential information of each Party (which shall include, without limitation, all business, financial and technical information of a Party, identities of customers, clients or licensees, proprietary software code and any other information whether oral or written which is not generally known or available to the public) is hereinafter referred to as "**Confidential Information**."

b) The Party who receives any Confidential Information agrees to maintain the confidential status for such Confidential Information, not to use any such Confidential information for any purpose other than the purpose for which it was originally disclosed to the receiving Party, and not to disclose any of such Confidential Information to any third party unless required by law or court order.
c) The obligations set forth under this Section 19 shall continue for as long as the Confidential Information is of value to the disclosing Party.

20. REPRESENTATIONS AND WARRANTIES

a) Ownership and Non-infringement. Developer represents and warrants to Publisher that it has obtained all rights, licenses and authorizations necessary to enter into this Agreement and grant the rights granted herein; each of Developer and Publisher represent and warrant that the execution and performance of this Agreement does not and will not violate or interfere with any other Agreement to which it is a party, Developer represents and warrants that the source code and development tools for the Game is or will be original to Developer and/or exclusively owned by Developer and/or validly licensed by Developer at Developer's expense for all uses to be made of them pursuant to this Agreement and that the source code and development tools are not nor will they be a violation of the rights of any other person or organization; and Developer represents and warrants that no part of the Game or the exercise of the rights granted hereunder violates or infringes upon any rights of any person or entity, including, but not limited to, copyrights, trademark rights, patent rights, trade secrets rights, or contractual, common law or statutory rights. Publisher represents and warrants that it shall not reverse-engineer the Game.
b) Should Developer need help securing any representations, warranties, licenses, trademarks, copyrights, rights, patents or any other sort of legal license needed to complete the Game, Developer can request that Publisher helps with securing these rights but must state them explicitly in writing in a document that will be included as an Exhibit to this Agreement. For the avoidance of doubt, Publisher shall not be obliged to help with securing such rights, unless mutually agreed upon in writing by the Parties. Should Developer not request such help, it shall ensure that all property rights into the Game are well protected, such as by applying for relevant trademarks and copyright registrations.
c) Authority. Each of Publisher and Developer represents and warrants that it is duly organized and in good standing under the laws of the jurisdiction of its incorporation or existence; that it has (and shall at all times remain possessed of) the full right, power and authority to enter into and perform this Agreement; that it is not presently the subject of a voluntary or involuntary petition in bankruptcy, does not presently contemplate filing any such voluntary petition, and is not aware of any intention on the part of any other person to file such an involuntary petition against it; and the person(s) executing this Agreement on its behalf has the actual authority to bind it to this Agreement.
d) Performance. Each of Publisher and Developer represents and warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise with respect to its rights to execute and perform this Agreement; that the agreement of any person who is not a party to this Agreement is not necessary or required for it to carry out its obligations hereunder, or for it to enjoy the benefits contemplated by this Agreement; that during the Term of this Agreement, it will not enter into any agreement or make any commitments which would interfere with the grant of rights hereunder or its performance of any of the terms and provisions hereto; and that it will not, nor will it, sell, assign, lease, license or in any other way dispose of or encumber the rights granted to Publisher hereunder.
e) Operation. Developer represents and warrants to Publisher that the Gold Master for the Game will operate in accordance with the applicable design specifications and with commonly accepted standards for operation of such Game, will be free from any Bugs, significant programming errors or anomalies, and will operate and run in a reasonable and efficient business manner as described in any user and system configuration documentation or system which fully explains the operation and design of the Game.
f) Open source license. Developer shall not incorporate, combine or use in the development of the Game, any materials subject to an open source license that would require Developer,

Publisher or any third-party to disclose, license, distribute or otherwise make all or any part of the Game to be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

g) Non-discrimination and anti-harassment. The Parties acknowledge and agree that they shall comply with any applicable prevention of sexual harassment law and regulations. Neither Party nor contractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee or partner involved in the development or publishing of the Game, the performance of work or any other activity required under the Agreement on account of gender, race, creed or color. Developer understands and agrees that this Section 20(g) is a material provision of this Agreement and that any breach of this Section shall be considered a material breach of this Agreement.

21. INDEMNITY

a) Developer does hereby indemnify, save and hold harmless Publisher and Publisher's subsidiaries, affiliates, licensees, assigns, officers and employees from any and all loss and damage (including, without limitation, fees and disbursements of counsel incurred by Publisher in any action or proceeding between Developer and Publisher or between Publisher and any third party or otherwise) arising out of or in connection with any claim by any third party based on facts or alleged facts inconsistent with any of the warranties, representations or agreements made by Developer under this Agreement or any breach of, or act by Developer which is inconsistent with, any of the warranties, representations or agreements made by Developer under this Agreement, and agrees to reimburse Publisher on demand for any payment made or loss suffered with respect to any claim or act to which the foregoing indemnity applies. In the case of a claim by a third party, Publisher shall give Developer prompt written notice of any such claim and shall be entitled to conduct the defense or settlement thereof. Publisher shall give Developer reasonable progress reports and Developer shall give Publisher reasonable assistance in defending or settling any such claim.

b) In the event that, through the breach of any of Developer's representations and warranties or the failure of Developer to perform any of its obligations herein, distribution of the Game is or is reasonably likely to be adjudged infringing or otherwise unlawful or violate of any right of any third party ("**Infringing Game**"), Developer shall, at its sole cost and expense, either (i) promptly modify the Game so that Publisher's distribution as permitted hereunder ceases to be infringing or wrongful, or (ii) promptly procure for Publisher the right to continue distributing the Game. In the case of an infringing Game (a) Developer shall promptly reimburse Publisher for all costs incurred in replacing copies of the Game or for all refunds given, as well as all reasonable costs of removing all infringing copies of the Game from the channels of distribution; (b) Publisher shall be entitled to offset any royalty or other payments due to Developer under this Agreement (or any other agreement) against any sums owed by Developer to Publisher under clause (a); and (c) following the commencement of any litigation covered by this Section 21 in which Publisher is named as a defendant, Publisher shall be entitled to withhold royalty payments and all other sums payable to Developer hereunder pending the outcome of such litigation.

c) Publisher does hereby indemnify, save and hold harmless Developer and Developer's subsidiaries, affiliates, licensees, assigns, officers and employees from any and all loss and damage (including, without limitation, fees and disbursements of counsel incurred by Developer in any action or proceeding between Publisher and Developer or between Developer and any third party or otherwise) arising out of or in connection with any claim by any third party or any breach of, or act by Publisher which is inconsistent with, any of the warranties, representations or agreements made by Publisher in this Agreement, and agrees to reimburse Developer on demand for any reasonable payment made or loss suffered with respect to any claim or act to which the foregoing indemnity applies.

22. TERM AND TERMINATION

a) This Agreement begins on the Effective Date and shall (subject to the provisions for early termination set out in this Agreement) continue in full effect during the Term.
b) Material Breach.
    a. Material breach by Developer. In the event of a material breach of this Agreement by Developer, Publisher shall have the right to suspend Publisher's obligations to make payments to Developer and/or offset any royalties or other payments due to Developer under this Agreement against any sums owed by Developer to Publisher until Developer has remedied such breach. If such breach is not remedied within thirty (30) days of written notice (the "**Remedy Period**"), Publisher shall have the right to immediately terminate this Agreement. The following shall apply in the event of a termination by Publisher, as determined by Publisher in its sole discretion; Either (i) Upon the request of Publisher, the Initial Advance and any Additional Advances (as well as other funding) shall without delay be repaid in order for Developer to maintain its rights to the Game. In such event, Developer may repurchase the publishing, marketing and distribution rights granted to Publisher under this Agreement at fair market value; or (ii) all rights to the Game shall immediately be assigned and transferred, free of charge, to Publisher, in which case Developer shall not be entitled to any Developer Share. In such event Publisher shall be entitled to finalize the development work and release the Game itself or in collaboration with a third party chosen by Publisher. If and when under item (ii) the Gross Revenues equals the Total Principal Amount plus Markup, Publisher will set-off and release Developer from its claims for compensation against Developer with the corresponding amount. Nothing contained herein shall in any way limit Publisher's other rights and remedies under this Agreement at law or equity.

    b. Material breach by Publisher. In the event of a material breach of this Agreement by Publisher, Developer shall have the right to immediately terminate the Agreement unless the breach is remedied by Publisher within thirty (30) days of a written notice from Developer. In the event of termination by Developer, all of Publisher's rights to publish, market and distribute the Game shall cease and all such rights granted to Publisher shall revert back to Developer. However, Publisher shall be entitled to an amount corresponding to fifty (50) percent of the Gross Revenues until its Initial Advance and any Additional Advances (as well as other funding) are repaid in full. For the purpose hereof, a 30 day late payment by Publisher (except if remedied after Developer’s notice as set out above or the amount is only insignificant) shall be considered a material breach by Publisher, unless Publisher is entitled to withhold the payment pursuant to the terms of this Agreement (e.g. due to Developer’s breach of the terms hereof).

c) Delivery. In the event that Developer fails to deliver the Game by the Final Delivery Date, and this breach is not remedied within thirty (30) days, or as agreed in writing between Publisher and Developer, Publisher may make other arrangements, including but not limited to engaging third party consultants, to develop the Game. All costs associated therewith shall be fully recoupable at any time from any and all royalties and other sums accruing to Developer under this Agreement. Upon notice by Publisher of its intention to develop the Game in the manner aforesaid, Developer shall deliver to Publisher all materials reasonably requested or required by Publisher to do so, including, but not limited to, the source code and the development tools to be used solely in connection with exploiting the Game, subject to Publisher's continuing obligation to account for royalties.
d) Events on Termination. After the Game has been released by Publisher and the Initial Advance and Additional Advances have been paid, notwithstanding termination of this Agreement for any reason whatsoever except a material breach by Publisher, Publisher shall have the exclusive continuing right to market and distribute the Game for a period of twelve (12) months following termination, subject to Publisher's obligation to account for royalties.

23. GENERAL PROVISIONS

a) Assignment. Neither Party shall have the right to assign this Agreement or any of its rights nor obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

b) Non-disparagement. The Parties acknowledge and agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, products or conduct of the other Party, its employees, associates or partners. The Parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, on forums, blogs or any social network.

c) Notices. All notices and other items from one party to the other hereunder will, unless herein indicated to the contrary, be sent by email addressed as follows:
   a. To Developer: DEVELOPER EMAIL ADDRESS
   b. To Publisher: jonas@rawfury.com with a copy to rebelrebel@rawfury.com and to legal@rawfury.com

d) Any notice shall be sent by email and shall be deemed complete at the time of response by other Party, acknowledging receipt of the written confirmation in question, or twenty-four (24) hours after receipt, whichever occurs first.

e) Governing Law. This Agreement shall be governed by the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. The place of arbitration shall be Stockholm. The arbitration proceedings shall be conducted in the English language, unless otherwise agreed by the Parties.

f) Survival. The representations, warranties, indemnification, termination and confidentiality obligations set forth in this Agreement shall survive the termination of this Agreement by either Party for any reason.

g) Amendments. No supplement, modification, amendment, waiver, termination or discharge of this Agreement shall be binding, unless fully and explicitly agreed upon by both Parties in a traceable and provable way or executed in writing by a duly authorized representative of each Party to this Agreement, should either Party explicitly request such execution and formal addition to this Agreement.

h) No Partnership. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, association, joint venture or other co-operative entity between the Parties and neither of the Parties shall have any authority to bind the other party in any way except as provided for in this Agreement.

i) Entire Agreement. This Agreement and any appendixes or exhibits hereto constitute the complete and entire Agreement of the Parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof.

j) Force Majeure. No Party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such Party, including, war, power failures, floods, earthquakes and other natural disasters.

k) Counterparts. This Agreement may be executed in one or more counterparts, each of which when taken together, shall be deemed to constitute one and the same instrument.

l) Electronic Signatures. Electronic signatures on this Agreement shall be deemed originals for all purposes.

m) Severability. If any provision of this Agreement shall be adjudicated to be invalid or unenforceable, it shall be construed by limiting and reducing it so as to be enforceable or eliminating it, without invalidating the remaining provisions of this Agreement.

24. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date specified below.

Very truly yours and with absolute pleasure,

On behalf of Publisher

By: Jonas Antonsson _____
Title: Managing Director

Date:

AGREED TO AND ACCEPTED:

On behalf of Developer

By: _____
Title:

Date:

APPENDIX A – VISION