

**PUBLISHING COOPERATION CONTRACT**



concluded on 28/04/2025 in Perth, Western Australia between:

the firm **Studio BitDot**, seated in [REDACTED]  
London registered under National Court Register No.: [REDACTED] Tax No.: [REDACTED]  
hereinafter referred to as **Game Studio**, represented by Afsana Rizai - Director

and

the firm **UNIKAT PTY LTD**, seated in [REDACTED] with  
Australian Business Number [REDACTED] hereinafter referred to as **Game  
Publisher**, represented by Michael David Napora – Director.

**§ 1**

**GENERAL PROVISIONS**

1. The Game Studio is planning to release a game called Nano Neighbors, hereinafter referred to as the Game.
2. This contract establishes terms of promoting the Game by the Game Publisher.
3. The Game Studio entrusts the Game Publisher with conducting the set of duties and deliverables as provided in § 2.
4. The Game Publisher receives a gratification, hereinafter referred to as the Gratification, from the Game Studio as provided in § 3.

**§ 1a**

**GOOD FAITH AND COLLABORATION**

1. The Parties enter into this Agreement in good faith and agree to treat each other with honesty, fairness, and mutual respect.
2. Neither Party shall knowingly act in a way that would harm the other's ability to receive the intended benefits of this Agreement.

Initial Initial

3. The spirit of this Agreement is built on open collaboration, constructive exchange of ideas, and a shared intention to support each other in promoting and launching the Game.
4. Both the Game Publisher and the Game Studio aim to build a long-term, mutually beneficial relationship based on trust, respect, transparent communication, and collaboration.

## § 2

### SUBJECT OF THE CONTRACT

1. The Game Publisher declares that he possesses the knowledge and qualifications that are necessary to effectively plan and execute the promotion of the Game.
2. The Game Publisher pledges to do the promotion properly, accurately and systematically.
3. The main scope of the Game Publisher's obligations and deliverables especially comprises of:
  - a) Providing adequate marketing consulting, planning, and execution with the aim of boosting numbers of followers on social media, Steam Wishlist entries, promoting and positioning the Game brand, organise event placements, and, ultimately, propel sales figures overall
  - b) Consulting, creating, and supporting execution of the marketing plan and PR strategy for the Game;
  - c) other consulting tasks that both, Game Studio and Game Publisher consider useful.
  - d) To undertake the above, the Game Publisher will develop a monthly plan that will be aligned with the Game Studio before execution.
  - e) To facilitate alignment, there will be at least one fix communication per fortnight as well as an ongoing communication based on an as-need basis
4. The Game Publisher is not:
  - a) promising exact social media followers / numbers / Wishlists, however he will set targets to aim for and do his best effort to reach them
  - b) promising that the Game will get covered by major press sites, however he will use his knowledge and contacts to get the Game noticed and covered to the best

extent possible.

### § 3

#### GRATIFICATION

1. The Game Publisher's gratification, hereinafter referred to as the Gratification, consists of a 20% share of any Game sales or other revenue sourced in the broad sense due to the Game.
2. The Gratification will be calculated after the presumptive distributor (such as Steam, Sony Store, Xbox Sore, etc.) charge calculation not greater than 30%.
3. The Gratification will be paid on monthly basis, in 15 days after each month
4. The Game Studio will provide adequate records of the Game sales on every Game Publisher's demand. The Game Studio will also provide the Game Publisher access to distribution platforms (such as Steam, Sony Store, Xbox Sore, etc.) back end where financial details are presented.
5. The Game Publisher shall pay the Game Studio an advance of \$20,000 USD upon the signing of this agreement. This advance is fully recoupable and shall be reimbursed to the Game Publisher from the Game Studio's revenue share, with a 50/50 revenue split in favour of the Publisher until the full amount has been recouped.
6. In addition to the advance, the Game Publisher shall allocate a \$5,000 USD reserve fund for marketing-related activities, which may include but is not limited to paid media, influencer activations, and promotional campaigns. Any expenses from this fund shall be mutually agreed upon before being used. This reserve fund is also recoupable under the same terms, with the Publisher recouping their share of the reserve amount via the same 50/50 revenue split until it is fully reimbursed.
7. The recoupable amounts shall be reimbursed in priority over all other revenue share distributions.

### § 4

#### OTHER PROVISIONS

1. The Game Studio and the Game Publisher are obliged to closely cooperate during

this contract and work in good faith. Particularly, the Game Studio provide the agreed on Materials (like logos, videos, screenshots, footage, “build” - a playable version of the game) as well as marketing plans and documents to the extent necessary.

2. The Game Publisher has explicitly no intention or claim to shares in the Game Studio company or any of its IP's and assets.
3. The Game Studio will include the UNIKAT Label name in the on-screen game's credits, Steam page, promotional materials including trailers and websites where appropriate. The Publisher grants The Developer license to use name and logos in promotional materials.

## § 5

### COPYRIGHTS

1. To fulfil this contract the Game Studio grants to the Game Publisher a (for the duration of the contract temporary) copyright license, hereinafter referred to as the License, to every Material that will be provided according to § 4.
2. The License is a worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to bind the Material with other objects of copyright to create promotion materials (articles, footage, social media, commercials, videos), as well as reproduce, prepare derivative works of the Material, publicly display, publicly perform, sublicense, and distribute the Material and such derivative works in any form.
3. The Game Studio agrees to grant the Game Publisher free of charge License to the Materials in all fields of exploitation known at the moment of signing this agreement, covering:
  - a) binding with other objects of copyright to create the promotion materials for computer game, infringe the Material integrity, creating derivative works (products, merchandise, commercials, www, YT-clips, footage, articles);
  - b) within the scope of fixing and reproduction of the Materials – production of copies with the use of specific technology, including printing, reprographics, magnetic fixing and digital technology – regardless of the saving format;

c) within the scope of trading the copies on which the Materials was fixed – introduction to trade, letting for use or rental of the copies;

d) within the scope of dissemination of the Materials in a manner different from defined in point b) of this paragraph – public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making the work publicly available in such a manner that anyone could access it at a place and time selected thereby, especially making the work public in the internet.

4. To fulfil this contract the Game Publisher grants to the Game Studio a full copyright license for all materials developed without any limitation in terms of use, time and content. There will be no additional cost for this license.

## § 6

### CONFIDENTIAL INFORMATION

1. The Game Studio and the Game Publisher acknowledge that they will have access to and acquire knowledge from material, data and other information concerning the operation, business, financial affairs, products, trade secrets and intellectual property of the other party that may not be known to the general public (“Confidential Information”).

2. Each Party agrees to:

(a) maintain and preserve the confidentiality of all Confidential Information received from the other, both orally and in writing.

(b) disclose such Confidential Information only to its own employees and contractors on a “need-to-know” basis, who have agreed to maintain the confidentiality thereof;

(c) not disclose such Confidential Information to any third party without the express written consent of the disclosing party.

Each Party further agrees to use the Confidential Information only for the purpose of performing this Agreement.

## § 7

### CONTRACT PERIOD AND TERMINATION OF THE CONTRACT

1. This contract is concluded for an indefinite time.
2. This contract may be terminated only:
  - by agreement between the parties – at any time;
  - by the Game Studio or the Game Publisher because of justful demands.
3. If the Game Studio terminate contract inconsistently to § 7 point 2, then the Game Publisher preserves claim to full Gratification as if the contract still be in force.
4. If the Game Studio terminates the contract without cause, the Game Publisher shall retain the right to recoup the unpaid portion of the Advance and Marketing Reserve from any future revenue derived from the Game, including after contract termination.

#### **§ 7a**

#### **GAME CANCELLATION OR NON-RELEASE**

1. In the event the Game Studio decides not to release the Game, or otherwise fails to commercially launch the Game within 24 months of signing this Agreement, for any reason other than circumstances beyond their reasonable control (force majeure), the Game Studio shall reimburse the Game Publisher the full amount of the Advance (\$20,000 USD) and the Marketing Reserve (\$5,000 USD), minus any previously recouped sums, within 60 days of such decision or failure to launch.
2. This obligation shall remain in force regardless of whether the Agreement has been terminated and shall survive termination.

#### **§ 8**

#### **FINAL PROVISIONS**

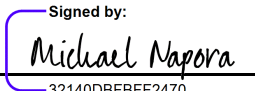
1. Any and all changes hereof must be made in writing for their validity. All amendments and supplements to this Contract must be made in writing or else shall be null and void.
2. In case of any disputes between the parties, these will be settled by a competent public Court in Perth, Western Australia, according to Australian law.
3. This contract has been made in two identical copies, one copy for each party.

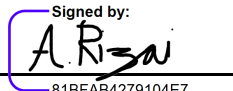
IN WITNESS WHEREOF,

the parties hereto have executed this Agreement as of the Effective Date:

UNIKAT Pty Ltd Michael Napora

Studio BitDot Limited Afsana Rizai

Signature:  Signed by:  
32140DBFBFF2470...  
4/29/2025

Signature:  Signed by:  
81BFAB4279104E7...  
4/28/2025

Name: Michael Napora

Name: Afsana Rizai

Title: Director

Title: Director