

DocuSigned by:  
*Yiming Zhang*  
1BAB28D45D3B4C5...

Signed by:  
*A. Riza*  
3B981899FB6F47D...

## Nano Neighbors License Agreement

**THIS AGREEMENT** is entered into and effective as of May 23, 2025 (“**Effective Date**”).  
The execution of this Agreement shall concurrently render null and void the agreement entered into by both parties on May 8, 2025.

### **PARTIES**

**1. Licensor (Party A):**

Name: Studio Bitdot Limited

Registered office: [REDACTED]  
[REDACTED]

**2. Licensee (Party B):**

Name: HK GS STARVAULT TECH LIMITED

Registered office: [REDACTED]  
Kowloon, Hong Kong ([REDACTED] 室)

### **WHEREAS:**

- (a) the Licensor possesses the rights to license and sublicense the video game;
- (b) the Licensee is engaged in the distribution and sale of video games and wishes to publish and sell the specified video game within the agreed territory;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

### **PARTIES AGREE AS FOLLOWS:**

## 1. Definitions

1.1 In this Agreement, unless the context otherwise requires:

*“Agreement”* means this agreement and any and all schedules and appendices attached to it;

*“Affiliate”* Any legal entity that owns, is owned by, or is under common ownership with a party hereunder. "Own" means having at least 49% ownership or the right to direct management of the entity.

*“Fee”* means sums due to the Party B under this Agreement and Order(s) payable in the currency as specified in Order(s);

*“Claim”* An unaffiliated third party’s demand, suit, or action to the extent: (1) as reasonably alleged, it reflects a Party’s breach of this Agreement; (2) as reasonably alleged, it arises from or relates to a Party’s gross negligence or willful misconduct; or (3) solely for the Licensee as respondent, it relates to any Game or User Generated Content, including any allegation relating to quality, performance, safety, privacy, or security.

*“Business Day”* Any business day under the law of the Licensee’s place, Licensed Territory.

*“Licensed Territory”* Refers to the territories as specified in Article 3.4 of this Agreement.

*“Platform”* The licensed platform set forth in Article 3.4, is subject to the Platform comprising only the Licensed Territory markets.

*“Unit Sold”* A unit of the Game sold by the Licensee and its Affiliates within the Licensed Territory.

*“Intellectual Property Rights (IPR)”* Any patents, copyrights, trademarks and service marks, trade secrets, moral rights, and any other intellectual property or proprietary rights arising at any time under any applicable law of the Licensor’s place, mainland China, or Licensed Territory.

*“Game”* All versions of the Game or its Downloadable Content (DLC) in every possible language, to which the Licensee gained the license defined in

Article 3.2 of the Agreement, published and released within the Licensed Territory in accordance with the Agreement.

*“License Term”* Defined in Clause 2.

*“License”* Licensor hereby affirms that it holds the rights to license or sublicense third parties to publish and sell the Game, and grants the Licensee an exclusive license to publish and sell the Game within the Licensed Territory.

*“Platform Fee”* The actual costs charged to the Licensee by a third party to make the Game available accordingly. For instance, Steam charges 30% of the revenue from every game sale, which constitutes a type of platform fee.

- 1.2 The headings to the Clauses are inserted for convenience of reference and shall not be considered in the construction or interpretation of this Agreement.
- 1.3 References to Recitals, Clauses, Schedules and Appendices are references to recitals, clauses of, and schedules and appendices to this Agreement.

## **2. Term**

- 2.1 The specifics regarding the term of this Agreement, including the initial period and any extensions, are detailed in the appendix at the end of this contract.
- 2.2 Each time during the contract period, the specific service form, location, duration, price, payment and other detailed placement information of both parties shall be based on the emails to and from the agreed email address. When changing the contact person, both parties need to notify the other party by email.

## **3. License**

- 3.1 **Game and App ID:** Specific information about the game covered under this Agreement is detailed at the end of this contract.

- 3.2 **Description of the Game:** The game, referred to in 3.1, includes the game in digital and other forms, and any related DLCs (Downloadable Content), including the soundtrack.
- 3.3 **Term:** The term for this license is as described in Clause 2 of this Agreement.
- 3.4 **Licensed Territory and Licensed Platforms:** Detailed information is provided in the appendix at the end of this contract.
- 3.5 **Pricing Rights:** Detailed information is provided in the appendix at the end of this contract.
- 3.6 **Activation Keys Distribution:** Detailed information is provided in the appendix at the end of this contract.

#### 4. **Commission & Payments**

- 4.1 **Commission.** For the fulfillment of this Agreement, encompassing the localization of the Game and executing a marketing campaign, the Licensee shall be entitled to a commission. The computation of this commission is as follows:

- $\text{Commission} = (\text{Net Sales total} - \text{platform fee}) * \text{Commission rate}.$

Detailed commission calculations are provided in the appendix at the end of this contract. Should the sales numbers exceed the specified tier, the surplus sales will be considered under the subsequent tier for commission calculations. Units Sold of the Game, which encompasses those bundled with other products, related DLCs (including original soundtracks), will be incorporated into the calculation. The rate for Units Sold bundled with other products or DLCs is treated the same as a standalone sale. Cumulative units sold across both Steam and Epic are aggregated and will be tiered in accordance with the table provided.

- 4.2 **Reporting and Payment.** Commencing from the month of the game's retail release, **within 45 days after the conclusion of each month**, payments for all due amounts derived from the sales of the Game or other digital content during that month will be made. The payment will be accompanied by a statement detailing: (1) Units of the Game and DLCs sold; (2) Earned commission.
- 4.3 **Commission Payment.** The currency and exchange rate for commissions from the Licensed Platforms are detailed in the appendix at the end of this contract.
- 4.4 **Taxes.** Each party shall be individually responsible for its own taxes which are legally due and which are incurred or arise in connection with the sale of the Game under this Agreement. No party shall be liable for the tax obligations of the other party.

- 4.5 **Late Payment Interest.** If any payment under this Agreement is not made by its due date, the defaulting party shall pay interest on the overdue amount at a rate of **0.05% per day** from the due date until the date of actual payment.
- 4.6 In the event of termination of this Agreement, any payment obligations accrued by the Licensor prior to termination shall not be excused.

## 5. Licensor's Rights and Obligations

- 5.1 **Payments.** Each selling Party shall calculate and pay the other Party all amounts due under this Agreement. Each Party receiving payments is entitled to request the other Party to provide financial records relating to and appoint a third party to audit any disputed payment hereunder. If the audited amount shows a discrepancy of less than **5% (not inclusive)**, audit fees shall be paid by the Party who requested the audit; if the audited amount shows a discrepancy of more than **5% (inclusive)**, audit fees shall be paid by the other Party.
- 5.2 **Maintenance, Updating, or Recall.** The Licensor is responsible for the maintenance and updating of the Game and shall ensure that the Game is able to run steadily on all applicable platforms at all times. If a Regulatory Authority revokes its approval due to content or other issues of the Game, the Licensee may choose to recall the Game. If the Licensor does not, with the exercise of commercially reasonable efforts, cure the applicable issues leading to the recall to the satisfaction of the applicable Regulatory Authority **within 30 days after the revocation**, the Licensee will stop or cancel the release and sale of the Game via the Distribution Platform and terminate this Agreement.
- 5.3 **Protection of Intellectual Property Rights.** If either Party is aware of any infringement or misuse of the other Party's or its Affiliate's Intellectual Property Rights, the first Party shall immediately notify the other Party. The other Party or its Affiliate may take action that it deems appropriate to protect its Intellectual Property Rights. The first Party, at the other Party's and its Affiliate's request, shall assist the other Party in all reasonable respects, with related costs payable by the other Party or its Affiliate. The other Party reserves all interests arising from any of the above actions.
- 5.4 **No Reverse Engineering.** Unless and except to the extent explicitly permitted by applicable law, the Licensee shall not directly or indirectly (including helping a third party) reverse engineer all or any part of the Game or digital or non-digital content. "Reverse engineer" means obtaining source codes of the Game by decompiling or other means. If the Licensor finds that the Licensee or a third party directly/indirectly instructed by the Licensee has done any reverse engineering, the Licensor is entitled to immediately terminate this Agreement and seek damages from the Licensee.

## **6. Licensee's Obligations and Promised Services**

- 6.1 **Transparency.** The Licensee should provide the Licensor with access to all raw data from the platforms related to the game's marketing, sales numbers, reports, and distribution, such as all information related to access to the Steam Dashboard. Licensor should provide the Licensee full to Steam Dashboard and Epic Game Store to see all raw data related to game's marketing, sales numbers, reports, and other data could help Licensee to protect its interests and perform marketing effort.
- 6.2 **Localization.** Details regarding the localization of the game, including languages and content scope, are provided in the appendix at the end of this contract.
- 6.3 **Marketing Related Obligations.** Specific marketing obligations and resources provided by the Licensee are detailed in the appendix at the end of this contract.
- 6.4 **Cost Recoupable.** Detailed information is provided in the appendix at the end of this contract.

## **7. Confidentiality**

- 7.1 Both parties should fulfill their mutual obligations of confidentiality. Without the written consent of the other party, neither party shall use, copy or disclose to any third party any commercial secrets and business information of the other party that it learns or comes into contact with during the transaction process, including but not limited to the business and financial conditions, customer information, information and data, files or materials that the other party considers confidential. The confidentiality obligation under this Agreement applies to the employees of both parties, provided that either party may provide information necessary for the performance of this Agreement to its affiliates.
- 7.2 Non-disclosure clauses will apply regardless of any earlier termination or expiration of the NDA (if apply) or this Agreement. Neither party will communicate with third parties about any part of this Agreement or information obtained due to performance of this Agreement, or use the other's name based on this Agreement, without the other's express prior written consent.

## **8. Breaches**

- 8.1 Licensor shall make sure that it has the right to grant the license or sublicense hereunder. In case of a third party complaint, an action or other relief against Licensee due to a defect

in Licensor rights, Licensor is liable for dealing with the said complaint, in addition to all damages and reasonable costs incurred by Licensee arising therefrom.

8.2 If either Party breaches this Agreement, the non-breaching Party shall send the breaching Party a notice **within 7 days after** the non-breaching Party is or should be aware of the breach, and shall request the breaching Party cure the breach **within 10 days or a reasonable period of time specified by the non-breaching Party**, unless otherwise specified. If the breaching Party fails to cure the breach after expiration of the said reasonable period of time, the non-breaching Party is entitled to terminate this Agreement in its discretion. On such termination the Parties shall calculate and pay amounts hereunder.

**9. Notices**

9.1 Any notices or demands served under this Agreement shall be in writing and shall be delivered personally, or dispatched by prepaid registered mail or transmitted by email to the contact information details shown as set forth in the Table below.

Licensor’s contact	Afsana Rizai
Email	████████████████████
Address	████████████████████ ████████
Licensee’s contact	张一鸣 (Zhang Yiming )
Email	████████████████████
Address	████████████████████ ████████ Shijiazhuang City, Hebei Province, China

9.2 Notices shall be effective:

- (a) if delivered personally, on the date of delivery;

- (b) in the case of domestic mail, if transmitted by prepaid registered mail, **on the date falling 7 days after posting**; provided that it shall be sufficient to show that the envelope containing such notice or information was properly addressed and sent by prepaid post and that it has not been so returned to the sender, to prove that such notice or information has been duly sent;
- (c) in the case of international mail, if transmitted by prepaid registered air-mail, **on the date falling 14 days after posting**; provided that it shall be sufficient to show that the envelope containing such notice or information was properly addressed and sent by prepaid post and that it has not been so returned to the sender, to prove that such notice or information has been duly sent; and
- (d) If transmitted by email, in the event of the sender correctly entering the address and not being returned by the system, it is deemed to have entered the recipient's information processing system, and thus is considered to be duly sent.

## **10. Miscellaneous**

- 10.1 Each of the parties shall pay its own legal costs, charges and other expenses connected with the negotiation, preparation and implementation of this Agreement.
- 10.2 Each Party will comply and will (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its representatives will comply with all applicable laws and regulations.
- 10.3 No failure of one Party to exercise any right under this Agreement will waive such Party's exercise of such right in the future and in any other instance.
- 10.4 **The establishment, validity, interpretation, execution, modification, enforcement, and dispute resolution of this Agreement shall be governed by the laws officially promulgated and available to the public in the jurisdictions of the Licensor and the Licensee. These laws shall take precedence in all circumstances, with a particular focus on the legal provisions and judicial interpretations of the jurisdictions where both parties are located.**
- 10.5 In the event of any disputes arising from or in relation to this Agreement, both Parties reserve the right to initiate legal proceedings in the courts of their respective jurisdictions.
- 10.6 **This contract is in two copies, one for each party, with the same legal effect.**

## 11. Appendix: Detailed Provisions

### 11.1 Game and App ID

Game Title: **Nano Neighbors**

Steam App ID: XXXXXXXXXX

### 11.2 Licensed Term

Effective Date: The Agreement is effective from the date of signing or sealing.

License Term: The initial term of this Agreement shall be **six (6) years**, starting from the date the Game is published on the Platform within the Licensed Territory.

Extension: Upon the expiration of the initial License Term, if neither party objects, the Term will automatically extend for an **additional two (2) years**.

Collective Term Reference: The Initial Term and any such successive two-year terms shall be collectively referred to as the "Term".

### 11.3 Licensed Territory

**China, Hong Kong, Macao, Taiwan, Japanese and Korea**

### 11.4 Licensed Platforms

**PC platforms, Nintendo Switch Platforms, Sony Playstation Platforms, and Microsoft Xbox platforms**

### 11.5 Activation Keys Distribution

**Licensor grants Licensee the exclusive license to distribute, sell, market, and promote the licensed Game Product Activation Keys within the Licensed Territory.** Licensee has the right to negotiate and sign relevant agreements with third parties for the purpose of distributing, selling, and promoting licensed product Activation Keys on Licensed Platforms, and may request Licensor to issue license letters and other certification documents (if needed) regarding the relevant matters. Licensee should timely inform Licensor of relevant cooperation matters including cooperation terms.

### 11.6 Pricing Rights

For pricing in the licensed territories, mutual agreement from both parties is required.

### 11.7 Commission Payment Currency

**US dollars**

### 11.8 Localization Obligations Table

Service	Items	Quantity
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<b>Localization</b> (in-game text, future update included)	Simplified Chinese	1
	Traditional Chinese	1
	Japanese	1
	Korean	1
<b>Localization</b> (Trailers)	Simplified Chinese	1
	Traditional Chinese	1
	Japanese	1
	Korean	1
<b>Localization</b> (Steam Store pages, future updates and announcements included)	Simplified Chinese	1
	Traditional Chinese	1
	Japanese	1
	Korean	1

11.9 **Marketing Related Obligations Table**

The Licensee promised to provide the games with marketing resources as below during License Term. In the first year of localized version release, and 50% in the second.

Service	Items	Quantity
<b>Advertisements</b>	Gamersky Frontpage Coverage	72 hours, A combination of S3, S4, S13, S16, S18, S20, S21
	Gamersky Contentpage Coverage	1000 hours. A combination of C5, C11, C12, C13

<b>PR</b>	News Pieces Composing and Publishing	30 rounds, all with Gamersky.com's front page support, and at least 5 reprints from other press each.
	Trailer Publication	5
<b>SEO</b>		1000. Articles under Gamersky.com domain, targeting specific search results. Like "Top 10 Action Games on Steam". 600 pieces for one year.
<b>Community Establish and Management</b>	Based on QQ	2 years. Discord is banned in China, so for China, use QQ as a substitute.
<b>Featured Column</b>	Interview	1, Supported by all Gamersky's media front.
	Hands-on	1
<b>EXPO</b>	Local Online Event/Other 3rd party events	2
<b>Content Creators</b>	Content from Influencers (Bilibili, Douyin, Douyu, Xigua, and others)	30, All can be delivered in the first year. 40% can be delivered before and during the first month of release. 85% of the Influencers will have more than 50k followers.
<b>UGC Content</b>	Content on Heybox, Jumpand other smaller video game community	120, Mostly used for community communication and discount/update inform.

11.10 **Payment Direction**

Licensors will get revenue first from Licensed Platforms, then pays Licensee.

11.11 **Commission Structure (Licensed Territory only and after Platform fee)**



Name	张一鸣 (Zhang Yiming)
Title	CEO
Date	2025/5/23