

The document is approved after digital acceptance.

IMPORTANT NOTICE REGARDING ELECTRONIC EXECUTION AND DIGITAL ACCEPTANCE

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT.

This Porting and Publishing Agreement (this “Agreement”) is entered into electronically and shall be deemed executed and legally binding upon digital acceptance.

By completing the Create Your Title workflow and clicking the “Submit” button on <https://console.asigames.online/> (the “ASI Games™ Publish Platform”), the Developer expressly confirms and acknowledges that:

- (a) it has read this Agreement in its entirety;
- (b) it understands the legal consequences of entering into this Agreement;
- (c) it has had the opportunity to obtain independent legal advice;
- (d) it agrees to be bound by all terms and conditions of this Agreement without reservation; and
- (e) such action constitutes its irrevocable acceptance of this Agreement.

The Parties expressly agree that such electronic acceptance constitutes valid execution for the purposes of the Electronic Communications Act 2000, the UK Electronic Identification and Trust Services Regulations 2016, and any applicable common law principles, and shall have the same legal force and effect as execution by handwritten signature.

For the avoidance of doubt, no physical signature, wet-ink execution, or separate written instrument shall be required to create a binding agreement between the Parties.

The document is approved after digital acceptance.

PORTING AND PUBLISHING AGREEMENT

ASI Games™

1. PARTIES

This Agreement is made between:

1.1 Publisher

ASI GAMES TECHNOLOGIES Ltd,
a private limited company incorporated and existing under the laws of England
and Wales,
with its registered office in England
("Publisher", "ASI Games", or the "Company");

and

1.2 Developer

The legal entity whose name is entered in the "Your organization name" field
during submission via the ASI Games™ Publish Platform,
("Developer").

The Publisher and the Developer are hereinafter referred to individually as a
"Party" and together as the "Parties".

The document is approved after digital acceptance.

2. INCORPORATION OF PLATFORM DATA AND FORM-BASED TERMS

2.1 Binding Effect of Submitted Information

The Parties expressly acknowledge and agree that all information, data, selections, and confirmations submitted by the Developer through the ASI Games™ Publish Platform form an integral, binding, and enforceable part of this Agreement as if fully set out herein.

2.2 Contractually Incorporated Fields

Without limitation, the following fields submitted during the Create Your Title process shall be deemed incorporated by reference into this Agreement and shall have contractual effect:

- (a) "Title name" – the official commercial and legal designation of the Project;
- (b) "Your organization name" – the full legal name of the Developer;
- (c) "Release date" – the indicative target release date;
- (d) platform selections – the approved console platforms.

2.3 Accuracy of Information

The Developer represents and warrants that all information submitted via the Platform is true, accurate, complete, and not misleading. Any material inaccuracy, omission, or misrepresentation shall constitute a material breach of this Agreement.

3. DEFINITIONS AND INTERPRETATION

3.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

The document is approved after digital acceptance.

“Approved Platforms” means PlayStation® 4, PlayStation® 5, Nintendo Switch™, and any successor console platforms expressly approved by the Publisher in writing.

“Build” means any executable, binary, package, or compiled version of the Project prepared for testing, certification, submission, or release on an Approved Platform.

“Confidential Information” has the meaning given in Clause 11 and includes, without limitation, platform documentation, SDK materials, certification requirements, internal tools, workflows, pricing strategies, and non-public commercial data.

“Net Revenue” means all gross revenue actually received by the Publisher from exploitation of the Project on the Approved Platforms, less all applicable deductions as further defined in Clause 8.

“Project” means the interactive software title identified by the Title name field and all associated content, updates, patches, downloadable content, and derivative console versions.

“Target Release Date” means the date entered in the Release date field and is indicative only.

3.2 Interpretation

In this Agreement:

- (a) references to clauses are to clauses of this Agreement;
- (b) headings are included for convenience only and shall not affect interpretation;
- (c) the words “including”, “in particular”, and “without limitation” shall be construed as illustrative and shall not limit the generality of the preceding words;
- (d) the singular includes the plural and vice versa;
- (e) references to statutes include amendments, re-enactments, and subordinate legislation.

The document is approved after digital acceptance.

4. APPOINTMENT AND EXCLUSIVITY

4.1 Appointment

The Developer hereby appoints the Publisher, and the Publisher hereby accepts appointment, as the exclusive console publisher of the Project for the Approved Platforms during the Term.

4.2 Exclusivity

During the Term, the Developer shall not itself, nor authorise any third party to, publish, distribute, or otherwise commercially exploit the Project on the Approved Platforms other than through the Publisher.

For the avoidance of doubt, this exclusivity applies solely to console platforms and does not restrict exploitation on PC or other non-console platforms unless otherwise agreed in writing.

5. SCOPE OF PORTING, TECHNICAL SERVICES AND PLATFORM COMPLIANCE

5.1 Scope of Services

Subject to the terms and conditions of this Agreement, the Publisher shall provide, or procure the provision of, professional console porting, technical adaptation, certification support, and publishing-related services in respect of the Project (the “Services”).

The Services may include, without limitation:

- (a) the technical porting, adaptation, modification, optimisation, refactoring, and configuration of the Project and any associated software components for the Approved Platforms;
- (b) the integration, implementation, and maintenance of platform-specific software development kits, APIs, middleware, system services, and compliance layers supplied by or on behalf of the relevant platform holders;
- (c) the preparation, configuration, packaging, and delivery of Builds suitable for internal testing, quality assurance, certification, and release;

The document is approved after digital acceptance.

(d) the diagnosis, remediation, and correction of technical defects, crashes, performance issues, memory issues, compliance failures, and certification-related issues identified during internal testing, platform testing, or certification review processes;

(e) the preparation and submission of technical documentation, metadata, and compliance-related materials required by the platform holders;

(f) coordination with internal quality assurance, testing, certification, and release management teams.

5.2 No Obligation to Achieve Certification

For the avoidance of doubt, the Publisher does not warrant, represent, or guarantee that:

(a) any Build will successfully pass certification on the first or any subsequent submission;

(b) the Project will be approved for release by any platform holder; or

(c) any specific release date will be achieved.

Certification outcomes are subject to platform holder discretion, changing technical requirements, and factors outside the Publisher's control.

5.3 Developer Cooperation

The Developer shall provide the Publisher, in a timely manner, with all materials, source code, assets, documentation, information, and assistance reasonably required to enable the performance of the Services.

Any delay, failure, or deficiency in such cooperation shall relieve the Publisher of corresponding obligations and timelines.

5.4 Platform Rules and Security

The document is approved after digital acceptance.

The Developer acknowledges that the Services involve access to and use of confidential and restricted platform materials, including SDKs and technical documentation.

The Developer shall comply with all applicable platform rules, security requirements, and confidentiality obligations and shall not take any action that could jeopardise the Publisher's standing with any platform holder.

6. PUBLISHER'S ABSOLUTE DISCRETION AND RIGHT OF REFUSAL PRIOR TO SUBMISSION

6.1 Absolute Right of Refusal

Notwithstanding any other provision of this Agreement, the Publisher shall have the absolute, unconditional, and sole discretion, exercisable at any time prior to submission of the Project or any Build to an Approved Platform, to:

- (a) refuse to proceed with porting, submission, or publishing of the Project;
- (b) suspend further work on the Project; or
- (c) discontinue the Project from the Publisher's pipeline.

6.2 Grounds for Refusal

Such refusal or suspension may occur, without limitation, where the Publisher determines, in its reasonable or absolute discretion, that:

- (a) the Project does not meet internal quality, technical, or commercial standards;
- (b) the Project presents certification, compliance, legal, or reputational risks;
- (c) platform holder policies, guidelines, or restrictions prevent or materially complicate submission;
- (d) the Project is incomplete, unstable, or unsuitable for release;
- (e) required materials or cooperation are not provided by the Developer.

6.3 Consequences of Refusal

In the event of refusal or discontinuation prior to submission:

- (a) the Publisher shall have no obligation to submit, release, or publish the Project;
- (b) no damages, compensation, or penalties shall be payable by the Publisher;
- (c) all Intellectual Property Rights in the Project shall remain with the Developer, subject to licences already granted under this Agreement;
- (d) any costs incurred by the Developer shall be borne by the Developer.

The document is approved after digital acceptance.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership of the Project

All right, title, and interest in and to the Project, including all Intellectual Property Rights therein, shall at all times remain vested in the Developer, except as expressly licensed under this Agreement.

Nothing in this Agreement shall operate as an assignment of ownership of the Project to the Publisher.

7.2 Grant of Licence to Publisher

The Developer hereby grants to the Publisher an exclusive, worldwide, royalty-bearing, sublicensable licence for the duration of this Agreement to:

- (a) port, adapt, modify, translate, optimise, and technically prepare the Project for the Approved Platforms;
- (b) integrate the Project with platform SDKs, system services, APIs, and compliance mechanisms;
- (c) publish, distribute, market, promote, sell, and otherwise commercially exploit the Project on the Approved Platforms;
- (d) manage, administer, update, delist, re-submit, and otherwise control the Project within the digital storefronts and backend systems of the platform holders.

7.3 Publisher Technical Works

The document is approved after digital acceptance.

All technical adaptations, platform-specific implementations, compliance-related code, build systems, scripts, tools, pipelines, configurations, and other technical materials created by or on behalf of the Publisher in connection with the Services (the “Publisher Technical Works”) shall be the exclusive property of the Publisher.

To the extent that any Publisher Technical Works incorporate or are derived from the Project, the Publisher hereby grants to the Developer a perpetual, non-exclusive, royalty-free licence to use such Publisher Technical Works solely in connection with the Project outside the Approved Platforms.

7.4 Moral Rights

To the extent permitted by applicable law, the Developer irrevocably waives any Moral Rights in respect of any Publisher Technical Works.

8. REVENUE SHARE AND ROYALTIES

8.1 Definition of Net Revenue

For the purposes of this Agreement, Net Revenue means all gross sums actually received by the Publisher from the exploitation of the Project on the Approved Platforms, less the following deductions:

- (a) platform holder commissions, fees, and revenue shares;
- (b) refunds, chargebacks, consumer returns, and price adjustments;
- (c) VAT, sales tax, withholding tax, and other governmental charges;
- (d) amounts withheld or clawed back by platform holders.

8.2 Revenue Split

The document is approved after digital acceptance.

Net Revenue shall be allocated between the Parties as follows:

(a) 35% to the Publisher and 65% to the Developer on cumulative Net Revenue up to GBP 43,600;

(b) 40% to the Publisher and 60% to the Developer on cumulative Net Revenue exceeding GBP 43,600.

8.3 Cumulative Lifetime Basis

The thresholds specified above apply on a cumulative lifetime basis per Project, regardless of the number of accounting periods.

8.4 Statements and Payments

The Publisher shall provide revenue statements and settle amounts due in accordance with its standard accounting and payout cycles, subject to applicable minimum payout thresholds.

9. PRICING, DISCOUNTS, AND STORE MANAGEMENT

9.1 Pricing Authority

The Publisher shall have sole discretion in determining the pricing, discounts, promotions, bundles, regional pricing tiers, and currency conversions applicable to the Project on the Approved Platforms.

9.2 No Guarantee of Sales

The Publisher makes no representation or warranty regarding sales volumes, revenue levels, or market performance.

9.3 Storefront Control

The document is approved after digital acceptance.

The Publisher shall control all store-related materials, including descriptions, imagery, metadata, ratings submissions, and compliance-related content.

10. RELEASE DATE, DELAYS, AND CERTIFICATION FAILURE

10.1 Indicative Nature of Target Release Date

The Developer acknowledges and agrees that any Target Release Date specified via the ASI Games™ Publish Platform or otherwise communicated between the Parties is indicative only and shall not constitute a binding obligation, representation, warranty, or guarantee by the Publisher.

For the avoidance of doubt, time shall not be of the essence in respect of the release of the Project.

10.2 Factors Affecting Release

The Developer further acknowledges that the actual release of the Project may be delayed, suspended, or prevented by factors including, without limitation:

- (a) failure to pass certification or compliance review by any platform holder;
- (b) changes to platform technical requirements, policies, or submission guidelines;
- (c) technical defects, stability issues, performance issues, or memory constraints;
- (d) delays in the Developer's provision of required materials or cooperation;
- (e) commercial, reputational, or strategic considerations of the Publisher.

10.3 Certification Failure

In the event that the Project or any Build fails certification or is rejected by a platform holder:

- (a) the Publisher shall have no obligation to resubmit the Project or continue remediation efforts;
- (b) the Publisher may, at its sole discretion, suspend or terminate further work on the Project;
- (c) no damages, compensation, or liability shall arise solely as a result of such failure.

The document is approved after digital acceptance.

11. CONFIDENTIALITY AND PLATFORM SECURITY

11.1 Definition of Confidential Information

For the purposes of this Agreement, Confidential Information means all information of a confidential, proprietary, or non-public nature disclosed by or on behalf of either Party to the other, whether before or after the Effective Date, including, without limitation:

- (a) technical documentation, SDKs, APIs, source code, tools, workflows, and internal systems;
- (b) platform holder materials, certification requirements, and security documentation;
- (c) commercial terms, pricing strategies, revenue data, and financial information;
- (d) business plans, internal processes, methodologies, and trade secrets.

11.2 Confidentiality Obligations

Each Party shall:

- (a) keep all Confidential Information strictly confidential;
- (b) use Confidential Information solely for the purposes of performing this Agreement;
- (c) not disclose Confidential Information to any third party except as strictly necessary and subject to equivalent confidentiality obligations.

11.3 Platform Security

The Developer acknowledges that unauthorised disclosure of platform-related Confidential Information may result in severe consequences, including platform sanctions against the Publisher.

The Developer shall indemnify the Publisher against all losses arising from any breach of platform security obligations caused by the Developer.

11.4 Survival

The document is approved after digital acceptance.

The obligations under this Clause 11 shall survive termination of this Agreement indefinitely.

12. WARRANTIES, REPRESENTATIONS, AND INDEMNITIES

12.1 Developer Warranties

The Developer represents and warrants that:

- (a) it owns or controls all Intellectual Property Rights necessary to grant the licences under this Agreement;
- (b) the Project does not infringe any Intellectual Property Rights or other rights of any third party;
- (c) the Project complies with all applicable laws and platform policies;
- (d) the Project does not contain malicious code, spyware, or unauthorised tracking mechanisms.

12.2 Indemnity

The Developer shall indemnify, defend, and hold harmless the Publisher from and against all claims, losses, damages, liabilities, costs, and expenses (including legal fees) arising out of or in connection with:

- (a) breach of the Developer's warranties;
- (b) third-party claims alleging infringement or violation of rights;
- (c) any regulatory or platform enforcement action attributable to the Project.

12.3 Indemnification Procedure

The Publisher shall promptly notify the Developer of any claim subject to indemnification, provided that failure to notify shall not relieve the Developer of its indemnity obligations except to the extent materially prejudicial.

The document is approved after digital acceptance.

13. LIMITATION OF LIABILITY

13.1 Excluded Losses

To the fullest extent permitted by law, the Publisher shall not be liable for:

- (a) loss of profits, revenue, or business;
- (b) loss of anticipated savings;
- (c) loss of goodwill or reputation;
- (d) indirect or consequential losses.

13.2 Liability Cap

The total aggregate liability of the Publisher arising under or in connection with this Agreement shall not exceed the total amounts actually paid to the Developer in the twelve (12) months preceding the event giving rise to liability.

13.3 Non-Excludable Liability

Nothing in this Agreement shall exclude or limit liability for fraud or any liability which cannot lawfully be excluded.

14. STATUS OF PARTIES

14.1 Independent Contractors

The Parties are independent contractors. Nothing in this Agreement shall be deemed to create any partnership, joint venture, employment, agency, or fiduciary relationship.

14.2 No Authority

The document is approved after digital acceptance.

Neither Party shall have authority to bind the other or incur obligations on the other's behalf.

15. TERM AND TERMINATION

15.1 Term

This Agreement shall commence upon digital acceptance and shall continue until terminated in accordance with this Clause 15.

15.2 Termination for Convenience

The Publisher may terminate this Agreement for convenience upon written notice.

15.3 Termination for Cause

The Publisher may terminate immediately in the event of:

- (a) material breach by the Developer;
 - (b) platform non-compliance;
 - (c) reputational or legal risk to the Publisher.
-

16. GOVERNING LAW, JURISDICTION AND NON-CONTRACTUAL OBLIGATIONS

16.1 Governing Law

This Agreement, and any dispute, claim, controversy, or matter arising out of or in connection with it, including any question regarding its existence, validity, interpretation, performance, breach, termination, or enforceability (whether contractual or non-contractual), shall be governed by and construed in accordance with the laws of England and Wales.

16.2 Exclusive Jurisdiction

The document is approved after digital acceptance.

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, claim, or matter arising out of or in connection with this Agreement, including any non-contractual obligations.

16.3 Waiver of Objections

Each Party irrevocably waives any objection which it may now or in the future have to the courts of England and Wales being nominated as the exclusive forum, including any objection on the grounds of venue, forum non conveniens, or similar doctrine.

16.4 Platform and International Considerations

For the avoidance of doubt, the Parties acknowledge that:

- (a) the Project may be distributed globally;
- (b) platform holders may be located outside England and Wales;
- (c) revenues may arise from multiple jurisdictions;

however, none of the foregoing shall affect the governing law or exclusive jurisdiction provisions of this Agreement.

17. ENTIRE AGREEMENT, RELIANCE AND PRE-CONTRACTUAL STATEMENTS

17.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes and extinguishes all prior agreements, negotiations, discussions, representations, warranties, undertakings, arrangements, and understandings, whether written or oral.

17.2 No Reliance

Each Party acknowledges and agrees that, in entering into this Agreement, it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance, warranty, or undertaking (whether made negligently or innocently) that is not expressly set out in this Agreement.

17.3 Misrepresentation

Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

The document is approved after digital acceptance.

17.4 Platform Communications

For the avoidance of doubt, communications, guidance, or feedback provided by platform holders, certification teams, or third-party service providers shall not constitute representations or warranties of the Publisher unless expressly incorporated into this Agreement in writing.

18. ELECTRONIC RECORDS, DIGITAL ACCEPTANCE AND EVIDENCE

18.1 Electronic Execution

The Parties expressly agree that this Agreement may be executed, stored, and evidenced electronically and that no physical or wet-ink signature shall be required.

18.2 Digital Acceptance

Digital acceptance by the Developer through submission of the Create Your Title form on the ASI Games™ Publish Platform shall constitute valid acceptance and execution of this Agreement.

18.3 Evidence of Acceptance

The Parties agree that the following shall constitute conclusive evidence of acceptance and execution:

- (a) platform submission logs;
- (b) timestamps (including UTC);
- (c) IP address records;
- (d) user account identifiers;
- (e) server-side records maintained by or on behalf of the Publisher.

18.4 Admissibility

Such electronic records shall be admissible in evidence in any legal proceedings and shall not be denied legal effect or enforceability solely because they are in electronic form.

19. GENERAL AND MISCELLANEOUS

The document is approved after digital acceptance.

19.1 Amendments and Variations

This Agreement may be amended or varied only by:

- (a) a written agreement signed by both Parties; or
- (b) updated publishing terms expressly incorporated by reference via the ASI Games™ Publish Platform, provided that such updates shall not apply retroactively without the Developer's consent unless required by law or platform policy.

19.2 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

19.3 Waiver

No failure or delay by either Party to exercise any right or remedy under this Agreement shall constitute a waiver of that or any other right or remedy.

19.4 Assignment

The Publisher may assign, transfer, novate, or otherwise deal with its rights and obligations under this Agreement to any affiliate or successor without the Developer's consent.

The Developer may not assign or transfer this Agreement without the prior written consent of the Publisher.

19.5 Third Party Rights

Except as expressly provided, no person who is not a Party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

19.6 Counterparts

The document is approved after digital acceptance.

This Agreement may be executed in any number of counterparts, including electronic counterparts, each of which shall constitute an original.

20. EXECUTION AND EFFECTIVE DATE

20.1 Effective Date and Digital Execution

This Agreement shall take effect and become legally binding upon and from the moment of the Developer's digital acceptance, which shall occur when the Developer completes the Create Your Title workflow and clicks the "Submit" button on the ASI Games™ Publish Platform.

Such digital acceptance shall constitute the irrevocable, unconditional, and legally effective execution of this Agreement by the Developer and shall have the same legal force and effect as execution by handwritten signature for all purposes.

20.2 Conclusive Acceptance

The Developer expressly acknowledges and agrees that, by submitting the Create Your Title form:

- (a) it unequivocally manifests its intention to be legally bound by this Agreement;
- (b) it accepts all terms and conditions of this Agreement without qualification or reservation;
- (c) it waives any requirement for physical execution, wet-ink signatures, or separate written confirmation; and
- (d) it confirms that no further action, consent, or acknowledgement is required to create a binding contractual relationship between the Parties.

20.3 Evidence of Execution

The Parties agree that electronic submission records generated by or on behalf of the ASI Games™ Publish Platform, including server-side logs, timestamps (including UTC), IP address records, and user account identifiers, shall constitute conclusive and admissible evidence of the execution and Effective Date of this Agreement.

The document is approved after digital acceptance.

Schedule 1

PROJECT DETAILS & COMMERCIAL TERMS

This Schedule 1 forms an integral part of, and shall be read in conjunction with, the Porting and Publishing Agreement (the “Agreement”).

In the event of any inconsistency between this Schedule 1 and the main body of the Agreement, the terms of the Agreement shall prevail, unless expressly stated otherwise.

<p>1. Project Identification</p>	<p>1.1 Project Title The interactive software title identified by the “Title name” field submitted by the Developer via the ASI Games™ Publish Platform (the “Project”).</p> <hr/> <p>1.2 Developer Legal Entity The legal entity identified by the “Your organization name” field submitted by the Developer via the ASI Games™ Publish Platform.</p> <hr/> <p>1.3 Publisher ASI GAMES TECHNOLOGIES Ltd, a company incorporated in England and Wales.</p>
<p>2. Approved Platforms</p>	<p>2.1 The Project shall be ported, published, and commercially exploited solely on the following console platforms (the “Approved Platforms”), as selected by the Developer and approved by the Publisher via the Platform:</p> <ul style="list-style-type: none">● PlayStation® 4● PlayStation® 5

The document is approved after digital acceptance.

	<ul style="list-style-type: none"> • Nintendo Switch™ <hr/> <p>2.2 The inclusion of any additional platforms shall require the Publisher’s prior written approval and may be subject to separate commercial terms.</p>
<p>3. Target Release Date</p>	<p>3.1 Target Release Date The indicative target release date entered in the “Release date” field via the ASI Games™ Publish Platform.</p> <hr/> <p>3.2 The Parties expressly acknowledge that the Target Release Date is indicative only, does not constitute a binding obligation, and is subject to Clause 10 of the Agreement.</p>
<p>4. Territory</p>	<p>4.1 The Project shall be distributed on a worldwide basis, subject to platform holder availability, regulatory restrictions, and the Publisher’s commercial discretion.</p>
<p>5. Revenue Share</p>	<p>5.1 Revenue Split Structure</p> <p>Net Revenue generated from the exploitation of the Project on the Approved Platforms shall be shared between the Parties as follows:</p> <p>(a) 35% to the Publisher and 65% to the Developer on cumulative Net Revenue up to GBP 43,600;</p> <p>(b) 40% to the Publisher and 60% to the Developer on cumulative Net Revenue exceeding GBP 43,600.</p> <hr/> <p>5.2 The above thresholds apply on a</p>

The document is approved after digital acceptance.

	<p>cumulative lifetime basis per Project, irrespective of accounting periods or settlement cycles.</p>
<p>6. Currency and Settlement</p>	<p>6.1 Settlement Currency All revenue statements and settlements shall be calculated and paid in GBP or EUR, unless otherwise determined by the Publisher in its reasonable discretion.</p> <hr/> <p>6.2 Payment Method Payments shall be made to the Developer via the payment method designated by the Publisher, subject to compliance, verification, and anti-money laundering requirements.</p>
<p>7. Reporting and Statements</p>	<p>7.1 The Publisher shall provide revenue statements to the Developer in accordance with its standard reporting cycles.</p> <hr/> <p>7.2 Revenue statements shall be deemed accepted unless disputed in writing by the Developer within thirty (30) days of receipt.</p>
<p>8. Minimum Payout Threshold</p>	<p>8.1 Payments to the Developer shall be subject to a minimum payout threshold, as determined and communicated by the Publisher via the ASI Games™ Publish Platform.</p> <hr/> <p>8.2 Amounts below the minimum payout threshold shall roll over to subsequent periods.</p>

The document is approved after digital acceptance.

9. Taxes	9.1 The Developer shall be responsible for all taxes arising from payments received under the Agreement, except where withholding is required by law.
----------	---

Schedule 3

NET REVENUE, DEDUCTIONS AND FINANCIAL ADJUSTMENTS

This Schedule 3 forms an integral part of the Agreement and supplements Clause 8 (Revenue Share and Royalties).

In the event of any conflict, the provisions of this Schedule 3 shall prevail solely in respect of Net Revenue calculations.

1. Definition of Net Revenue	1.1 Net Revenue means all gross revenue actually received by the Publisher from the exploitation of the Project on the Approved Platforms, less the deductions set out in this Schedule 3. 1.2 For the avoidance of doubt, Net Revenue shall be calculated on a receipts basis, not on an invoiced or accrued basis.
2. Permitted Deductions	The following amounts shall be deducted from gross revenue when calculating Net Revenue: 2.1 Platform Holder Fees (a) platform commissions, revenue shares,

The document is approved after digital acceptance.

	<p>listing fees, and service fees charged by Sony Interactive Entertainment and Nintendo;</p> <p>(b) any mandatory fees or deductions imposed by platform holders.</p> <hr/> <p>2.2 Refunds and Chargebacks</p> <p>(a) consumer refunds, returns, cancellations, and chargebacks, whether processed before or after payout;</p> <p>(b) refunds arising from platform policies, consumer protection laws, or platform enforcement actions.</p> <hr/> <p>2.3 Taxes and Governmental Charges</p> <p>(a) value-added tax (VAT);</p> <p>(b) sales tax;</p> <p>(c) withholding tax;</p> <p>(d) digital services taxes;</p> <p>(e) any similar governmental charges required by law.</p> <hr/> <p>2.4 Currency Conversion and Banking Costs</p> <p>(a) currency conversion fees applied by platform holders or payment processors;</p> <p>(b) bank fees, intermediary fees, and transfer costs.</p> <hr/> <p>2.5 Fraud, Abuse and Adjustments</p> <p>(a) fraudulent transactions;</p> <p>(b) abuse-related reversals;</p> <p>(c) clawbacks or adjustments imposed by</p>
--	---

The document is approved after digital acceptance.

	platform holders.
3. Negative Balances and Carry-Forward	<p>3.1 If deductions exceed gross revenue in any reporting period, a negative balance may arise.</p> <hr/> <p>3.2 Any negative balance shall be carried forward and offset against future gross revenue before Net Revenue is calculated.</p>
4. Post-Payout Adjustments	<p>4.1 The Publisher reserves the right to adjust future revenue statements to account for refunds, chargebacks, or clawbacks arising after a payout has been made.</p> <hr/> <p>4.2 The Developer acknowledges that such post-payout adjustments are standard industry practice.</p>
5. Statements and Disputes	<p>5.1 Revenue statements issued by the Publisher shall be final and binding unless disputed in writing within thirty (30) days of receipt.</p> <hr/> <p>5.2 Any undisputed portion of a statement shall remain payable notwithstanding the existence of a dispute.</p>
6. Audit Rights	<p>6.1 Subject to reasonable notice and no more than once per calendar year, the Developer may request an audit of the relevant revenue records, at its own cost.</p> <hr/>

The document is approved after digital acceptance.

	6.2 Audits shall be conducted by an independent auditor bound by confidentiality obligations.
7. No Fiduciary Relationship	Nothing in this Schedule 3 or the Agreement shall be construed as creating any fiduciary duty, trust relationship, or obligation of accounting beyond the express terms set out herein.

DOCUMENT VERSION AND TRADE MARK NOTICE

This Porting and Publishing Agreement is issued as Version 1.3.

This Agreement is issued by ASI GAMES TECHNOLOGIES Ltd, a private limited company incorporated and existing under the laws of England and Wales, which owns and operates the ASI Games™ Publish Platform.

ASI Games™, ASI Games™ Publish, and all associated names, logos, platform identifiers, and branding elements are trademarks or trade names owned by ASI GAMES TECHNOLOGIES Ltd or its licensors.

ASI Games™

Nothing in this Agreement shall be construed as granting the Developer any ownership, licence, right, title, or interest in or to any such trademarks, trade names, or branding elements, except to the limited extent strictly necessary for the purposes of identifying the Project and the Publisher on the Approved Platforms in accordance with this Agreement.

All rights not expressly granted under this Agreement are expressly reserved by ASI GAMES TECHNOLOGIES Ltd.