

This License Agreement ("Agreement") is entered into as of DD/MM/YYYY ("Effective Date") (*typically written as 1st day of June 2026*) by and between **PUBLISHER LEGAL NAME**, company registered under the provisions of the companies Act, 2013, having its registered office at **ADDRESS INCLUDING PIN CODE**, represented by its **REPRESENTATIVE DESIGNATION, REPRESENTATIVE NAME**, hereinafter referred to as "**PUBLISHER**" and **DESIGNER NAME** residing at **ADDRESS INCLUDING PIN CODE**, hereinafter referred to as "**DESIGNER**" regarding a new and original game tentatively entitled "**GAME NAME**" (the "Work" or the "GAME").

DESIGNER grants to **PUBLISHER** for the Term (as defined below), the exclusive right to reproduce, publish, distribute, transmit, sell, and otherwise make available (collectively defined as "Publish") **GAME NAME** and related Products (as defined below) in the Territory (as defined below).

This Agreement will come into force on **DD/MM/YYYY**, and will remain in force, initially, until **DD/MM/YYYY** (*usually three years post signing*). Thereafter it will be renewed automatically from year to year, unless either party gives notice in writing of its wish to terminate this agreement as described in Section 7.

SECTION 1 - THE WORKS & RIGHTS

In consideration of the payment by **PUBLISHER** of the Royalties as described in Section 2, for the term of this Agreement **DESIGNER** grants to **PUBLISHER** all rights to the following:

1. Non-electronic versions of **GAME NAME**;
2. Electronic versions of **GAME NAME**, including but not limited to those intended for use on desktop computers, mobile devices, tablets, home game consoles, media players, streamed over the internet, and similar mediums;
3. Add-on items designed to be used with **GAME NAME**, including but not limited to miniatures, player mats, and other upgraded components;
4. Promotional items designed and produced to promote and sell **GAME NAME**, including but not limited to clothing, buttons, plush, dice, posters and pins;
5. Other Media, including but not limited to books, newspapers, magazines, graphic novels & comics.

DESIGNER retains all rights and title in and to **GAME NAME**, subject only to the rights specifically granted to **PUBLISHER** under this Agreement.

DESIGNER hereby grants solely and exclusively to **PUBLISHER** the worldwide right to reproduce and distribute **GAME NAME**.

PUBLISHER shall have the right to sublicense its rights pursuant to this Agreement to third parties. Such sublicenses:

1. Shall impose the same obligations upon sublicensees as those defined in this Agreement.
2. Shall have a maximum term of **3** years with an extension of one year.

3. Shall be at arm's length and shall not include sublicenses to individuals or entities directly or indirectly controlled by the directors, officers or shareholders of **PUBLISHER**.

SECTION 2 - PAYMENT & ROYALTIES

Upon completed signatures of Agreement, and a turnover of all current files of **GAME NAME**, **DESIGNER** shall be paid a non-refundable **INR X/-** advance on their royalties.

For the sale of the first 1,000 copies, **PUBLISHER** shall pay royalties of **X%** (*typically 6 to 8*). For the 1,001st copy and beyond, **PUBLISHER** shall pay royalties of **Y%** (*typically 6 to 10*). The royalties are calculated based on the wholesale price of the game.

The accounting periods for the accounting of royalties shall be as follows: January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31. **PUBLISHER** will pay all royalties owed to **DESIGNER** for each accounting period within forty-five (45) days of said reporting period.

In the event that royalties that have accumulated for any reporting period are less than **INR X** (*typically 1000*), **PUBLISHER** shall hold the royalties until the amount exceeds **INR X** or until the end of the calendar year for said reporting period, regardless of whether the amount owed at that time exceeds **INR X**.

Royalty payments shall be made by check or electronic transfer in a manner mutually agreeable to **PUBLISHER** and **DESIGNER**. If there are fees for the selected method, they shall be paid by the **PUBLISHER**.

PUBLISHER shall maintain complete and accurate books and records relating to its sales of **GAME NAME**, as well as any licenses it has entered into with respect to **GAME NAME**. **PUBLISHER** shall prepare a statement of account every quarter, in accordance with its regular accounting practices for all quarters during the term of this agreement, and shall send these statements, together with payment of the amount due, and regardless of whether there is a payment due, within 45 days following the end of the period.

For each product sold by **PUBLISHER**, statements shall contain data including but not limited to:

- the number of copies sold, by distribution channel;
- the list price and gross revenue for copies sold to each distribution channel; and
- the royalty rate and royalties due.

For each sublicense granted by **PUBLISHER**, these statements shall contain data including but not limited to:

- the number of copies sold;
- the gross revenue received pursuant to each sublicense granted by **PUBLISHER**; and
- the royalty rate and royalties due.

SECTION 3 - COOPERATION

The Contracting Parties shall strive to achieve constructive cooperation during the development phase. **PUBLISHER** will have final control over all matters involving the manufacture and sale of **GAME NAME**.

PUBLISHER will consult with **DESIGNER** on the name, theme, characters, artwork, and rules for the product, and will use good faith efforts to address any comments or concerns of **DESIGNER**.

PUBLISHER AND DESIGNER shall meet within 15 days of the Effective Date to discuss the overall schedule for development and publication. Thereafter, the **PUBLISHER** shall communicate at least once every 30 days to **DESIGNER**:

1. Any changes that have been made to the schedule for development and publication.
2. Any changes that have been made to **GAME NAME**. **DESIGNER** shall have the opportunity to review the current version, playtest it, and provide feedback.

For the best possible realization of **GAME NAME**, **PUBLISHER** shall be free to choose an appropriate title, design, presentation and components. **PUBLISHER** shall notify **DESIGNER** of such proposed changes and give due consideration to **DESIGNER**'s suggested changes. In no case shall **PUBLISHER** make changes to the core mechanics or rules of gameplay provided by **DESIGNER** without **DESIGNER**'s approval and consent.

Changes to the name, theme, the game system, the characters, the content, or the rules of the **GAME NAME** must be approved by **DESIGNER** before production begins. **DESIGNER** may withhold approval of **PUBLISHER**'s submissions for the following reasons:

1. The submissions are materially different than the written or verbal understanding between **DESIGNER** and **PUBLISHER** regarding the direction, tone, style, genre, or theme of the game.
2. The submissions would not be considered an embodiment of **DESIGNER**'s Work by an objective third party.

If approval is not granted by **DESIGNER**, **PUBLISHER** will not begin production until **DESIGNER**'s concerns are addressed. Failure to resolve these concerns 90 days after the submissions are made to **DESIGNER** shall be grounds for either Party to terminate this Agreement, or to submit the dispute to arbitration at its sole discretion.

Prior to the start of production of **GAME NAME**, **PUBLISHER** will provide a copy of all final print files to **DESIGNER** for review and approval. **DESIGNER** shall reasonably cooperate in reading, correcting, and returning all files within 5 business days of receiving them. If **DESIGNER** does not respond within 5 business days, approval shall be deemed granted.

Before commissioning art for **GAME NAME**, **PUBLISHER** will consult with **DESIGNER** on the art direction for **GAME NAME** and solicit **DESIGNER**'s feedback on potential artists.

When **PUBLISHER** has received a final draft of all game materials and the rulebook, including all art and graphic design work, **PUBLISHER** will conduct at least 5 playtests with players who have not played any prior version of **GAME NAME**. Alternatively, **DESIGNER** may agree to run some or all of these playtests. Players will be asked to play a physical copy of **GAME NAME**, learning from the rulebook with no assistance, and to note parts of the rulebook or other game components that are not clear. **PUBLISHER** will make good faith efforts to address the issues raised by these playtests, in consultation with **DESIGNER**.

DESIGNER may purchase any units of **GAME NAME** from **PUBLISHER** at a discount of 40% off of the MSRP or the price **PUBLISHER** is currently offering the units for sale to any party, whichever is lower. **PUBLISHER** may opt to not fulfill this order if inventory of **GAME NAME** is less than 500 units and at **PUBLISHER**'s sole discretion, it believes it will sell the remaining inventory before supplies are replenished.

SECTION 4 - CREDITS

DESIGNER is entitled to be credited as the designer of **GAME NAME**. **DESIGNER** will inform **PUBLISHER** what name they wish to use for these credits.

PUBLISHER shall affix the name of **DESIGNER** on the top of the box and in the Rules of **GAME NAME** in a clearly legible manner on each reproduced item covered by the Agreement. The author's name will also appear in marketing materials and on the publisher's website.

If there are additional parties who are also entitled to a Design credit, the credit will appear as Design by X & Y; where the names and order of X & Y will be mutually agreeable to **PUBLISHER**, **DESIGNER** and the third party.

PUBLISHER will, at its expense, provide **DESIGNER** with Z (*typically 5 - 10*) units of each commercial product published pursuant to Section 2.

If **PUBLISHER** or a sublicensee publishes any commercial product pursuant to Section 1, **PUBLISHER** will send, or require sublicensee to send, 1 copy of that product to **DESIGNER**. If **PUBLISHER** or a sublicensee creates a digital product based on **GAME NAME**, **PUBLISHER** will convey, or require sublicensee to convey, 1 copy, license key, free or comp account, or other method of access of the digital product to **DESIGNER**.

SECTION 5 - DESIGNER RESPONSIBILITIES

The **DESIGNER**, shall upon signing the contract, perform the following:

1. Meet with the **PUBLISHER** to discuss the development requirements of the **GAME NAME**, within 15days and at least once every month to discuss the **GAME NAME**.
2. Develop the **GAME NAME** to meet some of the key criteria set out by the **PUBLISHER**.
3. Conduct at least 5 playtests with the new changes and update the **PUBLISHER**.

4. Provide feedback and guidance on the overall art direction for the **GAME NAME**.
5. Upon receiving the final draft physical version of the **GAME NAME**, conduct 5 blind playtests and update the **PUBLISHER** on the feedback.

SECTION 6 - TERMINATION

PUBLISHER undertakes to produce a minimum of 500 copies of **GAME NAME** and to begin its sales no later than **DD/MM/YYYY** (*typically 1-2 years from signing*). **DESIGNER** is entitled to terminate this agreement if **GAME NAME** is not offered for sale by this date.

DESIGNER is entitled to terminate this Agreement if in any 12 month period following the first 12 months after the product is first offered for sale to the public (including via the fulfillment of a Crowdfunding campaign or presales), **PUBLISHER** has not paid **DESIGNER** a minimum of **INR X** in royalties.

Without prejudice to any other rights or remedies, either Party shall be entitled to terminate this Agreement forthwith by notice if the other Party has committed a material breach of this Agreement and either such material breach is incapable of remedy or shall continue unremedied for 30 days after a notice specifying the breach and requiring the same to be remedied has been given to the defaulting Party.

If **PUBLISHER** ceases to carry on business or goes into voluntary liquidation or receivership or becomes bankrupt, this agreement terminates immediately.

DESIGNER shall have the right to terminate without notice in case of breach of this Agreement by **PUBLISHER** files a petition in bankruptcy, is adjudicated to be bankrupt or files a petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency or reorganization statute or proceeding, or an involuntary petition in bankruptcy is filed against **PUBLISHER**, which petition is not dismissed within 30 days after the filing of such petition, or **PUBLISHER** becomes insolvent or makes an assignment for the benefit of its creditors, or a custodian, receiver or trustee is appointed for **PUBLISHER** or a substantial portion of its business or assets.

On termination of this Agreement, for whatever reason:

1. The license granted will cease at once and all rights granted in Section 1 will revert to **DESIGNER**.
2. In any case **PUBLISHER** shall be entitled to sell off all goods in stock for six months after termination of the Agreement. It may not continue production after termination; however, any remaining stock shall be offered to **DESIGNER** before being sold in a clearance sale.
3. **PUBLISHER** will refrain from producing or marketing other games with the rules of **GAME NAME** or game rules created on this basis, or from granting such rights to third parties.

On termination of this Agreement, if **PUBLISHER** has acquired any rights of its own, such as trademark and patent rights, in connection with the publication of the Item, such rights shall be

assigned to **DESIGNER**, and **PUBLISHER** shall, at no cost or expense to **PUBLISHER**, sign such documents and instruments reasonably requested by **DESIGNER** to evidence same. Insofar as other rights which are not based on **GAME NAME** itself (e.g. illustrations, design of game pieces) have been created by **PUBLISHER** or third parties during the course of the implementation of **GAME NAME**, these rights shall remain with **PUBLISHER** or their authors after termination – this also applies to all production documents and tools.

SECTION 7 - DISPUTES

This Agreement is governed by the laws of the State of **Goa, India** applicable to contracts executed and performed without reference to conflict of laws. Any disputes arising under this Agreement shall be subject exclusively to the jurisdiction of the state and/or federal courts having jurisdiction over India. Each party will submit to the sole and exclusive jurisdiction of such courts in connection with any such dispute.

SECTION 8 - WARRANTIES

DESIGNER warrants to the best of their knowledge that:

1. **DESIGNER** is legally allowed to enter into this Agreement with **PUBLISHER**
2. **DESIGNER** is the exclusive owner and/or sole representative of the exclusive owner of the copyright and trademark interests in **GAME NAME**, and
3. No other third party has right, title or interest in **GAME NAME**.

PUBLISHER represents and warrants that:

1. **PUBLISHER** has the full right and ability to enter into this Agreement;
2. **PUBLISHER** complies with all applicable laws in all jurisdictions in which it does business;
3. **PUBLISHER** will perform its services and obligations under the Agreement at no less standard than can be reasonably expected from a publisher of tabletop games of a similar quality and market share as **PUBLISHER**;
4. **PUBLISHER** will perform its obligations hereunder using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and
5. No materials produced or provided by **PUBLISHER** in connection with **GAME NAME** will infringe any intellectual property right, be defamatory, or otherwise violate any other right of any kind of any person or entity or contain anything that is unlawful or deceptive.

This Agreement constitutes the full understanding of the parties and supersedes all prior agreements, understandings and proposals, whether written or oral, with respect to **GAME NAME**. No modification of this Agreement shall be binding unless contained in a writing signed by both parties. Subject to applicable statutes of limitations, no waiver by either party of any breach or default hereunder shall be deemed a waiver of any future breach or default or shall in any other way affect any of the terms or conditions hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

By the within named "**PUBLISHER**"

Through its authorized signatory

Name :

Designation :

By the within named "**DESIGNER**"

Through its authorized signatory

Name :

Designation :