

STOVE Studio Paid Service Agreement

This STOVE Studio Paid Service Agreement (“Agreement”), dated as of [date] (the “Effective Date”), is made and entered into by and between:

Smilegate Stove, Inc., a corporation duly organized and validly existing under the laws of the Republic of Korea (“Korea”), having its registered office at 10F, Smilegate Campus Bldg., 344, Pangyo-ro, Bundang-gu, Seongnam-si, Gyeonggi-do 13493, Korea (“SGS”), and

[Partner Name], an individual residing at [Address], and with email: [email address] (“Partner”).

SGS and Partner shall also be referred to collectively as the “Parties” and individually as a “Party.”

Recitals

WHEREAS, the Partner has the right to distribute (as defined in the Terms and Conditions of Use of STOVE for Partners) the Launching Content (defined in Article 1.1(g)).

WHEREAS, SGS provides a content distribution platform called STOVE (hereinafter referred to as "STOVE") that allows third parties to distribute interactive media content (ex. games, interactive videos, etc.).

WHEREAS, the Partner desires to distribute the Launching Content through STOVE according to this Agreement, and SGS shall provide the Partner with platform services for the distribution and paid service of the Launching Content.

Now, therefore, in consideration of the premises and covenants set forth herein, the Parties agree as follows:

Article 1 Definitions

1.1 Definitions. The terms used in this Agreement shall be defined as follows:

- (a) "Adjusted Gross Revenue" shall mean Gross Revenue less the Applicable Adjustments.
- (b) "Amount Payable to the Partner" shall mean the amount payable to the Partner calculated by deducting the STOVE Fee, the Partner Withholding Tax and the amount of Refunds to be borne by the Partner under **Article 5** from Adjusted Gross Revenue; provided, however, that if any Customer Taxes are not paid by SGS and have been or will be paid by the Partner, such Customer Taxes shall be included in the Amount Payable to the Partner.
- (c) "Applicable Adjustments" shall mean: the sum of (i) Refund Fees, (ii) Customer Taxes (only to the extent Customer Taxes have been included in the calculation of Gross Revenue and (iii) other amounts agreed upon by the Parties.
- (d) "Customer Taxes" shall mean any and all taxes that are imposed on the End Users related to the use of the

Launching Content (such as sales, use, excise, value-added and other similar taxes).

- (e) "Gross Revenue" shall mean any and all gross revenue generated in connection with the distribution of the Launching Content to End Users subject to **Article 4.2** (including without limitation gross revenue generated from the purchase of any Launching Content; gross revenue generated from any advertising; and gross revenue generated from any sponsorships).
- (f) "Launching Content" shall mean the Partner's [content genre] interactive media content entitled "[content name]", including, upon delivery to SGS, any Launching Content Updates, Localized Versions, DLCs, demo versions and other materials related to the Launching Content.
- (g) "Launching Content Updates" shall mean any updates, corrections and/or enhancements provided by the Partner for use by any end user of the Launching Content and shall include any such updates, corrections and/or enhancements made available to third parties or end users. For the avoidance of doubt, Launching Content Updates include any DLCs provided for the Launching Content.
- (h) "Localized Versions" shall mean any version of the Launching Content created for a specific language or jurisdiction within the Territory.
- (i) "Term" shall mean the term of this Agreement as specified in Article 7.
- (j) "Refund" shall mean a return, refund, fraud, or chargeback related to the Launching Content given to the End Users by SGS subject to **Article 5**.
- (k) "Refund Fees" shall mean the sum of any fees, costs and expenses ("**Costs**") related to any Refund, including without limitation any currency exchange related Costs.
- (l) "STOVE Fee" shall mean the fee payable by the Partner to SGS in exchange for the distribution of the Launching Content by the Partner through STOVE as set forth in **Article 4.1**.

1.2 Other Terms. Except as provided in Article 1.1 above, the definitions of terms used in this Agreement shall be as provided in the Terms and Conditions of Use of STOVE for Partners as agreed by the Partner. In the event of terms not prescribed in this Agreement and the Terms and Conditions of Use of STOVE for Partners, the relevant statutes and other general commercial practices shall apply.

Article 2 Purpose

The purpose of this Agreement is to specify the terms agreed between the Parties regarding the use of STOVE and the paid service and use of the Launching Content through STOVE.

Article 3 Delivery of the Launching Content

3.1 Partner's Provision of Launching Content. The Partner shall provide SGS a complete copy of the final version of the Launching Content to be distributed to the End Users in a format reasonably requested by SGS. For purposes of this Article 3.1, the Launching Content shall mean the Launching Content with the STOVE SDK integrated in accordance with Article 3.2 below. However, if SGS and the Partner make a prior written agreement (including by email) that the final version of the Launching Content will be DRM-free, the STOVE compatibility requirements as set forth in Article 3.2 will not apply, and the Partner will not be required to integrate the STOVE

SDK to the Launching Content.

3.2 STOVE Compatibility. The Partner shall make the Launching Content compatible with STOVE using the STOVE SDK in accordance with the STOVE SDK integration guide. The Partner shall apply to the Launching Content any updates to the STOVE SDK provided by SGS and deliver to SGS such updated Launching Content employing the most up-to-date version of the STOVE SDK. The Partner shall, in cooperation with SGS, use its best efforts to maintain compatibility of the Launching Content with the most up-to-date version of the STOVE SDK.

3.3 Quality Assurance. Before uploading the final version of the Launching Content via STOVE Studio, the Partner shall conduct quality tests and other error tests of the Launching Content, consistent with industry standards or standards mutually agreed by the Parties. In the event the Partner services the Launching Content simultaneously through any distribution channel other than STOVE, the Partner shall perform its duties with respect to the Launching Content in an impartial manner, including without limitation the provision of Launching Content Updates, Localized Versions, demo versions, technical support, promotional content and any other updates to the Launching Content (including without limitation any additional functionality), so that material parity is maintained between the End Users and users of such other distribution channel(s). The Partner shall not offer any Launching Content Updates, Localized Versions, demo versions, technical support, promotional content and any other updates to the Launching Content that is not offered on STOVE through any other distribution channel without the prior written consent of SGS.

3.4 No Payment Method Other than Those Provided by STOVE. The Parties agree that the Launching Content distributed via STOVE will not include functionality from or links or references to any store or other facility for making purchases or payments other than those provided by STOVE. For clarification, the preceding sentence does not apply to versions of the Launching Content that are distributed outside of STOVE.

Article 4 STOVE Fee and Payment

4.1 Fees. STOVE Fee shall be 15% of the Adjusted Gross Revenue.

4.2 Calculation of Gross Revenue. The purchase of any Launching Content (including without limitation any Launching Content Updates, Localized Versions, DLCs, and demo versions) by an End User through STOVE using STOVE Cash or another method of payment available on Stove shall be included in Gross Revenue. To clarify, if any discount event for any Launching Content (including without limitation any Launching Content Updates, Localized Versions, DLCs, and demo versions) is held within STOVE, the amount actually paid to SGS by the End Users (that is, the discounted price after applying the discount rate of the applicable discount event) shall be included in Gross Revenue.

4.3 Statement of Accounts. (a) Beginning on the date SGS first receives Gross Revenue from the distribution of the Launching Content over STOVE, SGS shall, during the Term, provide a report on a calendar month basis stating the Gross Revenue, Refund Fees, amount of Refunds to be borne by the Partner under Article 5, STOVE Fees, and the Amount Payable to the Partner (“**Report**”), within seven (7) business days after the end of each calendar month concerned; provided, however, that no separate written or electronic document shall be provided

to the Partner in the event that SGS provides the Partner access to such information through an account on STOVE.

(b) If the Term of this Agreement expires or terminates, a Report shall be provided no later than seven (7) business days after the end of the second calendar month (M+2) after the calendar month (M) that includes the last day of the Term. Such Report shall include the amount of Refunds given by SGS to the End Users after the expiration or termination of the Term to the end of the following two calendar months (M+2) (“**Last Report Period**”). If additional settlement is required due to a Refund occurring after the Last Report Period, an additional Report may be provided to the Partner.

4.4 Settlement and Objection Appeals. The Partner may only raise a written objection to the Report it has received pursuant to **Article 4.3** within eight (8) business days after the last day of each applicable calendar month (“**Objection Period**”). To clarify, the Partner may only raise a written objection to the May Report within the first eight (8) business days of June. However, if the Partner does not receive a Report pursuant to **Article 4.3** within seven (7) business days from the last day of the applicable month because of reasons solely attributable to SGS, the Partner may raise a written objection within three (3) business days from the date of receipt of the Report (“**Additional Objection Period**”). If the Partner does not raise a written objection within the Objection Period or the Additional Objection Period, it shall be deemed that the Partner accepts such Report without objection; provided, however, that if the Partner raises a written objection to the Report within the Objection Period or the Additional Objection Period, the Parties shall discuss in good faith to resolve such objection by mutual agreement, and the amount under dispute will be settled as follows:

(a) if SGS and the Partner reaches an agreement within the Objection Period or Additional Objection Period, SGS will first make payment to the Partner, as described in **Article 4.5**, according to the amount originally found in the Report, and any additional amount of payment agreed between the Parties will be reflected in the next month’s Report and paid accordingly.

(b) if SGS and the Partner cannot reach an agreement within the Objection Period or Additional Objection Period, SGS will first make payment to the Partner, as described in **Article 4.5**, according to the amount originally found in the Report, and once the Parties reach an agreement, any additional amount of payment agreed between the Parties will be reflected in the Report for the month immediately following the date of agreement and paid accordingly.

4.5 Payment. Upon the confirmation of the Amount Payable to the Partner for a calendar month, and once the total accrued Amount Payable to the Partner up to that point equals or exceeds USD 100, SGS will issue an invoice for the Partner. The Partner shall promptly sign the applicable invoice issued by SGS and return it to SGS. SGS shall pay to the Partner such Amount Payable to the Partner within two (2) months after the receipt of the applicable signed invoice therefor. Afterwards, if the monthly Amount Payable to the Partner hereunder equals or exceeds \$100 (based on the official foreign exchange rate of the Seoul Money Brokerage on the last business day of the month during which the applicable Amount Payable to Partner is generated), SGS will issue an invoice for the Partner. The Partner shall promptly sign the applicable invoice issued by SGS and return it to SGS. SGS shall pay to the Partner such Amount Payable to the Partner within two (2) months after the receipt of the applicable signed invoice therefor; provided, however, if the monthly Amount Payable to the Partner hereunder is less than \$100, such Amount Payable to the Partner shall be carried forward to the next month until the total Amount Payable to the Partner equals or exceeds \$100. If the Amount Payable to the Partner for any month is a negative amount, such negative amount shall be carried forward to the next month. Upon expiration or termination of this Agreement, if the Amount Payable to the Partner for the Last Report Period is a negative amount, SGS will provide a Report in accordance with **Article 4.3**, and the Partner shall pay to SGS the amount specified in the applicable Report within thirty (30) days of the receipt of such Report to the bank account specified by SGS in such Report.

4.6 Withholding Tax. The Partner shall obtain, at its sole responsibility and expense, advice as to its income and tax consequences of such income, including its withholding obligation, in relation to the Amount Payable to the Partner in each country within the Territory, and SGS shall have no obligation to provide, or assist with provision of, tax advice to the Partner. If, pursuant to the applicable tax law, a withholding tax is, or reasonably could be, imposed on SGS's payments to the Partner hereunder as reasonably determined by SGS in good faith, then SGS may deduct from such payments the appropriate amount of withholding taxes that are required to be withheld according to such applicable tax law ("**Partner Withholding Tax**") and remit the Partner Withholding Tax to the relevant taxing authority. SGS shall indicate the amount of Partner Withholding Tax, if any, in the Report and deliver to the Partner, upon request, any withholding tax certificate or other evidence of payment received from the relevant tax authorities. Upon request, SGS agrees to take reasonable measures to cooperate in minimizing any such withholding tax. The Partner and SGS shall cooperate with each other in regard to filing and maintaining any tax documents necessary to collect, remit and/or reduce such Partner Withholding Tax.

4.7 Settlement Currency, Payment Currency and Exchange Rate. End Users' payment transactions on STOVE shall be settled in KRW for the End Users residing in Korea and in USD for the End Users residing in outside of Korea. SGS shall make payments to the Partner hereunder in KRW if it is a Korean Partner and in USD if it is not a Korean Partner. If the settlement currency is different from the payment currency, the applied foreign exchange rate shall be the official foreign exchange rate promulgated by the bank used by SGS to pay such amount to the Partner on the date of payment

4.8 Remittance Accounts. SGS shall remit any and all amount paid to the Partner under this Agreement to the bank account previously designated by the Partner by a notice pursuant to **Article 9.1** (including email). If SGS allows the Partner to register its bank account in STOVE Studio, and once the Partner has registered its bank account accordingly, SGS will remit any and all amount paid to the Partner under this Agreement to the bank account registered in STOVE Studio by the Partner. Each Party shall bear the wire transfer fees charged by its own bank.

Article 5 Refund

5.1 Refund Procedure. In the event that any Refunds must be made to the End Users pursuant to applicable laws or company policies of SGS or the Partner or upon termination or expiration of this Agreement, SGS shall undertake the Refund procedure and handle Refund-related inquiries from the End Users. In the event of any inconsistency or conflict between SGS's Refund policy and the Partner's refund policy, SGS's Refund policy shall prevail and take precedence, and the Partner shall revise its refund policy to reflect SGS's Refund policy.

5.2 Refund Policy

5.2.1 Refund of the Launching Content Other than DLC. Any Launching Content except DLC purchased by an End User using STOVE Cash or another method of payment available on STOVE shall be refundable only if (a) it has been played for less than a total of two (2) hours of playtime and such Refund is requested within thirteen (13) days from the purchase date (or from the date the Launching Content is made available to the End User, in case of a pre-order for an upcoming unreleased Content), or (ii) the Launching Content is unusable because of error in the STOVE service. Any Refund of such Launching Content except DLC shall be provided by SGS in the form of STOVE Cash.

5.2.2 Refund of DLC. Any DLC purchased by an End User using STOVE Cash or another method of payment available on STOVE shall be refundable only if (a) the DLC has not commenced download (or has not been activated for use, as applicable, in the Launching Content after purchase), and (b) the Refund is requested within thirteen (13) days from the purchase of the DLC. Any Refund of the DLC shall be provided by SGS in the form of STOVE Cash.

5.3 Refund Obligation Liability. If any Refund must be made to an End User in accordance with this **Article 5** due to faults solely attributable to either Party, the attributable Party shall bear the entire amount of such Refund obligation. If the grounds for any Refund are attributable to the fault of both Parties, irrespective of actual contribution of faults, or if the Refund is not attributable to the fault of any Party, the Parties shall share the burden of such Refund obligation at the ratio of SGS 15% and the Partner 85%.

5.4 Refund Report. Each Report under **Article 4.3** above shall include the total amount of Refunds given by SGS to the End Users and the total amount of the Refund obligation to be borne by the Partner in accordance with this **Article 5**, each for the applicable calendar month. For the avoidance of doubt, Refunds will be recognized in the Report as of the date when the Refund request by the End User is approved by SGS pursuant to this **Article 5**.

5.5 Set-Off. Any amount of Refunds to be borne by the Partner under this **Article 5** shall be subject to set-off against Gross Revenue for the calculation of Amount Payable to the Partner.

Article 6 Other Obligations of the Partner

6.1 UGC Revenue Distribution. If the Partner intends to use STOVE to sell or derive any revenue from any UGC created and developed by any End User, the Partner shall pay a service fee to SGS separately from the STOVE Fee. Specific terms and conditions of such service fee shall be mutually agreed by the Parties in writing

6.2 Marketing Cooperation Fees. SGS and the Partner may cooperate in marketing, advertising and promoting the Launching Content via online websites, blog, SNS, over-the-top (OTT) media services, etc., and the burden of any expenses and costs incurred from such marketing cooperation shall be shared at the ratio that is mutually agreed by the Parties.

Article 7 Term

This Agreement shall be effective from the Effective Date of this Agreement until the date of termination of the Launch or the date of deletion of the Launching Content in STOVE.

Article 8 Confidentiality

8.1 Confidential Information. For the purpose of this Agreement, “**Confidential Information**” shall mean any

and all non-public technical and business information, trade secrets, know-how or other information, in any form whether it be in printed, electronic, oral and/or visual and whether or not marked, designated or otherwise identified as “confidential,” which have been acquired or will be acquired regarding the other Party due to the performance of this Agreement. Confidential Information shall include the STOVE SDK and the integration guide. Confidential Information shall also include the terms of this Agreement. Confidential Information shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of receiving Party; (ii) is known by receiving Party at the time of disclosure and is not subject to any restriction of confidentiality; (iii) is independently developed or learned by receiving Party without the use of any Confidential Information of the disclosing Party; (iv) is lawfully obtained on a non-confidential basis from a third party that has the right, set forth in writing, to make such disclosure; or (v) is made generally available by disclosing Party without restriction on disclosure.

8.2 Provision of Confidential Information. Each Party shall provide the other Party with Confidential Information as may be necessary for the other Party to execute or perform its obligations under this Agreement.

8.3 Use and Disclosure of Confidential Information. The Parties shall not use any Confidential Information for any purpose other than the purpose specified herein and shall not disclose the Confidential Information to any third party, except only to their affiliates and their and their affiliates’ employees, directors, officers, agents, advisors and consultants (collectively, “**Representatives**”) who need to know the Confidential Information to assist the receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement. Each Party shall protect the Confidential Information of the other Party from unauthorized dissemination and use with the same degree of care that such Party uses to protect its own like information but in no event using less than reasonable care. Without limiting the generality of the foregoing, each Party shall enter into and maintain written confidentiality agreements with its Representatives sufficient to enable it to comply with all provisions of this Agreement. In the event that either Party needs to use the Confidential Information of the other Party or disclose such Confidential Information to a third party other than as set forth in the first sentence of this **Article 8.3**, it shall obtain express prior written approval of the other Party with respect to the information and the scope of the use and disclosure thereof. Each Party shall immediately notify the other Party in writing of any breach by such Party or its Representatives of any provision of this **Article 8**.

8.4 Disclosure in Compliance with the Law. Notwithstanding anything herein to the contrary, it shall not be a breach of this provision for the receiving Party to disclose Confidential Information in accordance with any judicial, administrative or regulatory order or as necessary to comply with any applicable law or regulation governing regulated businesses or the issuance of securities to the public; provided, however, that (a) prior written notice shall be given to the disclosing Party of the requirement of such disclosure, to the extent possible under the circumstances, at least seven (7) calendar days prior to such disclosure, to afford the disclosing Party a reasonable opportunity to seek any legal remedies to maintain such Confidential Information in confidence, including seeking protective orders or other similar relief if available in the applicable forum, and (b) the receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the receiving Party’s legal counsel, such order, law or regulation specifically requires the receiving Party to disclose.

8.5 Ownership. The disclosing Party retains all right, title and interest in and to the Confidential Information. This Agreement (and provision of the Confidential Information under this Agreement) does not and shall not be construed to give the receiving Party any right or license by implication or otherwise to any Confidential Information, other than expressly provided for in this Agreement.

8.6 Return or Destruction of Confidential Information. Upon the disclosing Party's written request, the receiving Party agrees to return to the disclosing Party or destroy all matters in tangible form which constitutes the Confidential Information or any part of it and all copies thereof whether supplied to or reproduced by the receiving Party or its Representatives; provided that any destruction of the Confidential Information shall be certified in writing by a duly authorized representative of the receiving Party; provided further that the receiving Party shall be permitted to retain one copy of the Confidential Information for the purposes of and only to the extent and duration required by any applicable Government Authority or law, and such copies of any computer records and files containing any Confidential Information which have been created pursuant to its automatic archiving and back-up procedures. The receiving Party shall make no further use of any Confidential Information retained under this **Article 8.6**, and any such information so retained shall be held in compliance with the terms of this Agreement.

8.7 Survival. The Parties' obligation of confidentiality under this **Article 8** shall survive the expiration or termination of this Agreement.

Article 9 Other Regulations

9.1 Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by regular international mail, postage prepaid, certified or registered, return receipt requested; or (c) on the date sent by email. Such communications must be sent to the respective Party's addresses as set forth below or changed address notified in writing by either Party to the other after the execution of this Agreement; provided, however, that SGS may notify the Partner by means specified in Paragraphs 1 and 2 of Article 29 of the Terms and Conditions of Use of STOVE Studio for Partners.

PARTNER:	[Partner Name]
	[Address 1]
	[Address 2]
	[Address 3]
Telephone:	[Telephone Number]
e-mail:	[Email Address]

SGS: Smilegate Stove, Inc.
10F Smilegate Campus
344 Pangyo-ro
Bundang-gu, Seongnam-si, Gyeonggi-do
13493, Korea

Attention:
Telephone:
e-mail: sgs_IVRb_d@smilegate.com

9.2 Assignment. Partner shall not assign, delegate, or otherwise transfer (whether voluntarily, involuntarily, by operation of law or otherwise) this Agreement or any right or obligation under this Agreement to any third party, without the prior written consent of SGS, which consent will not to be unreasonably withheld or delayed. Any assignment, delegation, or transfer in violation of this **Article 9.2** shall be void. Subject to the foregoing restriction on assignments by Partner, this Agreement will be fully binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. SGS may freely assign, delegate, or otherwise transfer (whether voluntarily, involuntarily, by operation of law or otherwise) this Agreement or any right or obligation

under this Agreement to any of its affiliates or to any third party.

9.3 Waiver. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provision or of the same provision on another occasion.

9.4 Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are not exclusive of any rights or remedies available at law or in equity or by any other agreement between the Parties

9.5 No Agency. Nothing in this Agreement will be construed to mean that any Party is appointed or in any way authorized to act as an agent of the other Party. This Agreement does not create any joint venture, partnership or formal business entity or organization of any kind.

9.6 Severability. If, but only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable or void, such provision shall be deemed to be modified to be within the limits of legality, enforceability or validity while effecting the intent of the Parties to the maximum extent permissible; provided, however, that if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

9.7 Entire Agreement. This Agreement, together with any attachments, including Appendix 1, constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous understandings, agreements, representations, warranties, communications and proposals, whether electronic, oral or written, between the Parties with respect to such subject matter. For the avoidance of doubt, as an exception to the merger of all other written communications pursuant to this clause, any matter about the STOVE services described in this Agreement that has not been set forth in this Agreement will be decided by the Terms and Conditions of Use of STOVE Studio for Partners.

9.8 Amendments. This Agreement shall not be modified unless agreed in writing and signed by both Parties; provided, however, that if any discount event for any Launching Content (including without limitation any Launching Content Updates, Localized Versions, DLCs, and demo versions) is held within STOVE, the specific terms and conditions thereof (ex. event period, discount rate, ratio for sharing the burden of any expenses and costs incurred from the discount event) may be agreed in email by the authorized representative of each Parties

9.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement A signed copy of this Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.10 Personal Data. SGS may use and collect Partner's personal information and provide such personal information to the SGS' affiliates and associated foundation(s) subject to the applicable laws and if you agree to the "Consent Form for Collection and Use of Personal Information and Provision of Personal Information to Third Party" in **Appendix 2**.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date of this Agreement.

Partner

Name:

Address:

SGS

Smilegate Stove, Inc.

10F, Smilegate Campus, 344 Pangyo-ro, Bundang-gu,
Seongnam-si, Gyeonggi-do

E-mail Address:

Birth Date:

E-mail Address: sgs_IVRb_d@smilegate.com

Business Registration Number: 423-81-00537

By:

Full name:

Date:

By:

CEO, Han Young Woon

Date:

APPENDIX 1

Special Agreement for Ratings Information and Localization

1. Ratings Information

SGS will, at its sole cost and expense, obtain Ratings Information from the Game Content Rating Board (“**GCRB**”) or Game Rating and Administration Committee (“**GRAC**”) in Korea. In furtherance of the foregoing, the Partner agrees to provide a build of the Launching Content for SGS to submit to GCRB/GRAC and shall fully cooperate with SGS in obtaining such Ratings Information, including meeting any deadlines set by SGS in regards to requests made by SGS to the Partner in relation thereto. SGS may delay the release of the Launching Content on STOVE in Korea for a period of time as SGS deems reasonably necessary for reasons related to obtaining Ratings Information from GCRB/GRAC. For the avoidance of doubt, SGS shall not be liable for any damages of any kind (whether direct or indirect) incurred by, arising out of or in relation to the obtaining of Ratings Information from GCRB/GRAC.

2. Localization

The Partner shall provide to SGS all texts and scripts of audio in the Launching Content for Korean localization, including but not limited to screen texts, user instructions, reference materials, other textual materials, local sound source, and voice-over. Upon receipt of text and script materials from the Partner, SGS shall, at its sole cost and expense, prepare and deliver to the Partner all necessary translations of the texts and scripts into Korean (“**Localized Materials**”); provided, however, that such Localized Materials shall be provided only in text format and not in any audio, visual, or audiovisual format. All Localized Materials shall be owned by SGS. For the avoidance of doubt, the Partner may not use the Localized Materials for any purpose other than to prepare a Korean Localized Version for SGS (“**SGS Korean Localized Version**”). For the avoidance of further doubt, the Partner may not distribute the SGS Korean Localized Version other than through STOVE, without the prior written consent of SGS.

APPENDIX 2

Consent Form for Collection and Use of Personal Information and Provision of Personal Information to Third Party

SGS wishes to obtain the consent for the collection and use of your personal information (“Personal Information”) and the provision of Personal Information to third parties regarding the various payments (ex. service fee) in accordance with Articles 15 and 17 of the Personal Information Protection Act of the Republic of Korea.

[Collection and use of the personal information] (Required consent)

Type of Personal Information	Purpose of the Collection and Use of Personal Information	Storage and Usage Period of Personal Information
- Name, Address, Bank Name, Account Holder Name, Account No.	- Payment of the fee due to this Agreement - Fulfillment of duties prescribed by Korean tax law	- Stored for five (5) years in accordance with applicable laws

You have the right to refuse to consent to this collection and use of required personal information above. However, if you refuse to consent, the fee may not be provided to you.

I give my consent to the collection and use of the Personal Information above

I Agree I Do Not Agree

[Collection and use of unique identification information (resident registration number)]

Type of Personal Information	Purpose of the Collection and Use of Personal Information	Storage and Usage Period of Personal Information
<u>-Resident registration number</u>	- Payment of the fee due to this Agreement - Issuing of withholding tax receipt - Fulfillment of duties prescribed by Korean tax law	Stored for five (5) years in accordance with applicable laws

I give my consent to the collection and use of resident registration number above.

I Agree I Do Not Agree

[Information regarding the Collection and use of unique identification information (resident registration number)]

In accordance with Article 145, Paragraph 2 of the Income Tax Act of the Republic of Korea, when paying other income, a withholding tax receipt must be issued. For the issuing of such withholding tax receipt, processing of the unique identification information (resident registration number) is required.

[Information regarding the consignment of processing of Personal Information]

We may consign your personal Information for the purpose specified below.

Consignee	Purpose
Smilegate Holdings, Inc.	- registration of your bank account and management of such bank account for payment

[Provision of Personal Information to Third Party] (Required Consent)

Provided To	Personal Information Provided	Purpose of Provision	Storage and Usage Period of Provided Information
<p>SGS' affiliates and associated foundation(s): Smilegate Holdings, Inc., Smilegate Entertainment, Inc., Smilegate MegaLab, Inc., Smilegate Megaport, Inc., Smilegate RPG, Inc., SPMC, Inc., WCG, Inc., Smilegate Foundation</p>	<p>- Name, Bank Name, Resident Registration Number, Account No., Account Holder Name</p>	<p>Verification and identification of the payment information and payment receiver</p>	<p>Stored for <u>five (5) years</u> in accordance with applicable laws</p>

You have the right to refuse to consent to this provision of personal information to third party above. However, if you refuse to consent, the fee may not be provided to you.

I give my consent to the provision of personal information to third party above.

I Agree I Do Not Agree

We will collect and use only minimum Personal Information required for payment and performance of duties under the Korean tax law and this Agreement. If you do not agree, the fee may not be provided to you.

DATE:

Name:

Signature: _____