

## STOVE STUDIO PAID SERVICE AGREEMENT

(Game: *Game Title(s)*)

This STOVE STUDIO PAID SERVICE AGREEMENT (this “**Agreement**”), to be effective as of [Day Month Year] (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, having its registered office at 8F, 10F, 344, Pangyo-ro, Bundang-gu, Seongnam-si, Gyeonggi-do, Republic of Korea (“**SGS**”), and

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

SGS and the 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 Studio for Partners) the Launching Content (defined in Article 1.1(o)).

**WHEREAS**, SGS provides a content distribution platform called STOVE (“**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) “**Additional Objection Period**” shall have the meaning given to the term in Article 4.4.
- (b) “**Adjusted Gross Revenue**” shall mean the Gross Revenue less the Applicable Adjustments.
- (c) “**Amount Payable to the Partner**” shall mean the amount payable to the Partner calculated by deducting the STOVE Fee and the amount of Refunds to be borne by the Partner under Article 5 from the 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.
- (d) “**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 the Gross Revenue), (iii) any and all other taxes and fees imposed on the Gross Revenue, including but not limited to any Partner Withholding Tax, and (iv) any and all other adjustable amounts agreed upon by the Parties.
- (e) “**Confidential Information**” shall have the meaning given to the term in Article 8.1.
- (f) “**Costs**” shall mean all related fees, costs, and expenses.
- (g) “**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).

- (h) “**GCRB**” shall have the meaning given to the term in Appendix 1.
- (i) “**GRAC**” shall have the meaning given to the term in Appendix 1.
- (j) “**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 any and all gross revenue generated from (1) any purchase of any Launching Content, (2) any advertising, or (3) any sponsorships).
- (k) “**Initial Term**” shall have the meaning given to the term in Article 7.1
- (l) “**Korean Age Rating**” shall have the meaning given to the term in Appendix 1.
- (m) “**KRW**” shall mean the currency of the South Korean Won.
- (n) “**Last Report Period**” shall have the meaning given to the term in Article 4.3.
- (o) “**Launching Content**” shall mean the Partner’s [content genre/type] 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.
- (p) “**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.
- (q) “**Localized Versions**” shall mean any and all versions of the Launching Content created for a specific language or jurisdiction.
- (r) “**Objection Period**” shall have the meaning given to the term in Article 4.4.
- (s) “**Partner Withholding Tax**” shall have the meaning given to the term in Article 4.6.
- (t) “**Personal Data**” shall have the meaning given to the term in Appendix 2.
- (u) “**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.
- (v) “**Refund Fees**” shall mean the sum of any and all Costs related to any Refund, including without limitation any currency exchange related Costs.
- (w) “**Report**” shall have the meaning given to the term in Article 4.3.
- (x) “**Representatives**” shall have the meaning given to the term in Article 8.3.
- (y) “**STOVE Fee**” shall mean the fee paid by the Partner to SGS in consideration for the distribution of the Launching Content by the Partner through STOVE as set forth in Article 4.1.
- (z) “**Term**” shall mean the term of this Agreement as specified in Article 7.
- (aa) “**USD**” shall mean the currency of the United States Dollar.

**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 Studio 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 Studio for Partners, the relevant statutes and other general commercial practices shall apply. Notwithstanding the foregoing, in the event of any discrepancy between the terms of this Agreement and the Terms and Conditions of Use of STOVE Studio for Partners, the terms of this Agreement shall prevail.

## 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 to that Launching Content, and the Partner will not be required to integrate the STOVE SDK to the Launching Content.

**3.2 STOVE Compatibility.** Unless the Partner is not required to integrate the STOVE SDK to the Launching Content under Article 3.1 above, 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 in providing, delivering, making available and/or performing 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 a 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/or any other updates to the Launching Content that are 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.

**3.5 STOVE Marketing.** Notwithstanding Article 14.1 of the Terms and Conditions of Use of STOVE Studio for Partners, SGS may, at its sole discretion and without prior discussion with or approval from the Partner, publicly announce and promote the Launch and service of the Launching Content (including but not limited to service and update plans, pre-release public announcement of the Launching Content release date, release promotional events, etc.) through STOVE and other available channels, including but not limited to websites, blogs, social media, etc.

## 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 the 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 the Gross Revenue.

**4.3 Statement of Accounts.** (a) Beginning on the date SGS first receives any 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. Notwithstanding the foregoing, upon mutual agreement in writing (including email), certain items in Report may be provided in a separate written or electronic document. (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 fail to 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.** The exchange rate applicable to the accrued Amount Payable to the Partner as shown on the Report shall be the official End of Month Basic Exchange Rate of Seoul Money Brokerage as displayed on <http://www.smbs.biz/Eng/ExRate/MonLastStdExRate.jsp> for the month for which the applicable Report is generated.

Once the undisputed accrued Amount Payable to the Partner at the end of a calendar month as shown on the applicable Report equals or exceeds USD 100, SGS will issue an invoice for the applicable Amount Payable to the Partner. The Partner shall promptly sign the applicable invoice issued by SGS and return it to SGS. SGS shall pay to the Partner the applicable Amount Payable to the Partner within two (2) months after its receipt of the applicable signed invoice therefor from the Partner.

If the accrued Amount Payable to the Partner at the end of a calendar month as shown on the applicable Report is less than USD 100, such Amount Payable to the Partner shall be carried forward to the next month continuously

and cumulatively in the original settlement currency used by the End User, and shall be included in the Report for the following month until such cumulatively accrued Amount Payable to the Partner at the end of a calendar month as shown on the applicable Report equals or exceeds USD 100. For the avoidance of doubt, in calculating the USD amount of the accrued Amount Payable to the Partner to be shown on a Report, the official End of Month Basic Exchange Rate of Seoul Money Brokerage for the month for which the Report is generated shall apply equally to the portion of the Amount Payable to the Partner that has been cumulatively carried forward in the original settlement currency used by the End User. 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 in the original settlement currency used by the End User. 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 tax withholding obligations, 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 outside 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 daily first round quotation of 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 Partner's bank account according to the bank account information specified below. In order to update its bank account information, the Partner shall notify SGS at the email address of SGS designated in Article 9.1 at least thirty (30) days prior to updating the bank account information and obtain the written confirmation of such change from SGS. After written confirmation by SGS of the changed bank account information, SGS will remit any and all amount paid to the Partner according to the newly updated bank account information. Provided, however, that 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.

Bank Name:

Bank Address:

Account Holder:

Account Number:

SWIFT Code:

IBAN Code (if applicable):

Tax Number (VAT Number):

## 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, inside the Launching Content after purchase), and (b) the Refund is requested within thirteen (13) days from the purchase of the DLC. Any Refund of 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 only one (1) of the Parties, the attributable Party shall bear the entire amount of such Refund obligation. If any Refund must be made due to faults of both Parties (irrespective of actual relative contribution of faults by each Party), or if any Refund being made is not attributable to any Party's fault, 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 Refund obligations to be borne by the Partner in accordance with this Article 5 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 the 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 websites, blogs, social media, over-the-top (OTT) media services, etc., and the burden of any Costs incurred from such marketing cooperation shall be shared at a ratio mutually agreed by the Parties in writing.

## Article 7 Term

**7.1 Term.** This Agreement becomes effective on the Effective Date and shall remain in effect until three (3) years from the date the Launching Content is first made available to the End Users via Stove (the "**Initial Term**"). For

clarification, Article 22.2 of the Terms and Conditions of Use of STOVE Studio for Partners shall not apply to the Partner. During the Term, the Partner shall not, without prior written consent of SGS, terminate or cancel the Launch or delete the Launching Content from STOVE except under the circumstances described in Article 21.2 of the Terms and Conditions of Use of STOVE Studio for Partners.

**7.2 Automatic Renewal.** This Agreement shall automatically renew for successive one-year (1-year) terms (all such additional term or terms collectively, together with the Initial Term, the "**Term**") on the same terms and conditions unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then effective Term.

**7.3 Effect of and Procedure for Termination.** All matters relating to the deletion and removal of the Launching Content, the termination of the Launch, or the termination of this Agreement that have not been explicitly set forth in this Agreement shall be governed by the Terms and Conditions of Use of STOVE Studio for Partners. In doing so, all instances of the phrase "these Terms" found in the Terms and Conditions of Use of STOVE Studio for Partners shall be deemed to have been replaced with "this Agreement."

## **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 (including any terms set forth in all attachments, annexes, schedules, exhibits, appendices, and addenda hereto). 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 rights, titles, and interests 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 Miscellaneous

**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]  
Telephone: [Telephone Number]  
e-mail: [Email Address]

**SGS:** **Smilegate Stove, Inc.**  
8F, 10F  
344, Pangyo-ro  
Bundang-gu, Seongnam-si, Gyeonggi-do  
Republic of Korea  
Attention: Stove Indie  
e-mail: stoveindie@smilegate.com

**9.2 Assignment.** The 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 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 the 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 (including all attachments, annexes, schedules, exhibits, appendices, and addenda hereto), together with the Terms and Conditions of Use of STOVE Studio for Partners, constitute the sole and entire agreements between the Parties with respect to the subject matter hereof and supersede 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, any matter that has not been explicitly set forth in this Agreement will be governed by the Terms and Conditions of Use of STOVE Studio for Partners. Notwithstanding the foregoing, in the event of any discrepancy between the terms of this Agreement and the Terms and Conditions of Use of STOVE Studio for Partners, the terms of this Agreement shall prevail.

**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 Costs incurred from the discount event) may be agreed in email by the authorized representatives of each Party.

**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 the Partner's personal information and provide such personal information to the SGS's affiliates and associated charitable foundations subject to the applicable laws and the Partner's consent to the "Personal Data Collection and Use Agreement" attached to this Agreement as Appendix 2.

[Signature Page Follows]

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

**Partner**

**Name**

Address

E-mail Address: [            ]

Date of Birth: [            ]

By:

[Full name]

**SGS**

**Smilegate Stove, Inc.**

8F, 10F, 344, Pangyo-ro, Bundang-gu, Seongnam-si,  
Gyeonggi-do, Republic of Korea

E-mail Address: stoveindie@smilegate.com

Business Registration Number: 423-81-00537

By:

Han Young Woon, Chief Executive Officer

## APPENDIX 1

### **Special Agreement for the Acquisition of the Korean Age Rating**

SGS will, at its sole cost and expense, obtain appropriate rating classification for the Launching Content from the Game Content Rating Board (“**GCRB**”) or Game Rating and Administration Committee (“**GRAC**”) in Korea (“**Korean Age Rating**”). In furtherance of the foregoing, the Partner shall provide a build of the Launching Content to SGS for submission to GCRB/GRAC and shall fully cooperate with SGS in obtaining the Korean Age Rating, including but not limited to meeting any deadlines set by SGS for any and all 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 the Korean Age Rating 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 the Korean Age Rating from GCRB/GRAC.

SAMPLE

**APPENDIX 2**

**Personal Data Collection and Use Agreement**

Smilegate Stove, Inc. (“SGS”) wishes to obtain your consent for the collection and use of your personal data (“Personal Data”) to make payments to you in accordance with Articles 15 and 17 of the 「Personal Information Protection Act」 of the Republic of Korea.

**[Collection and use of the Personal Data] (Required)**

<b>Personal Data to be collected and used</b>	<b>Purposes for collecting and using the Personal Data</b>	<b>Personal Data use and retention period</b>
Name, address, bank name, bank account holder, bank account number	- Making payments under this Agreement - Complying with the requirements under South Korean tax laws and regulations	Retained for <b>5 years</b> in accordance with relevant laws and regulations

**You have the right not to consent to the required collection and use of the Personal Data described above. However, we cannot make payments to you if you do not consent.**

**Do you agree to the collection and use of the Personal Data described above?**

I Agree  I do not agree

**[Collection and use of the unique identification information (Resident Registration Number, Alien Registration Number, etc.)]**

We process unique identification information (Resident Registration Number, Domestic Residence Report Number, Alien Registration Number, or passport number) to issue withholding tax receipts as required under Article 145, Paragraph 2 of the Income Tax Act of the Republic of Korea when making payments that would be classified under the “other income” category of income.

We process unique identification information (Resident Registration Number, Domestic Residence Report Number, Alien Registration Number, or passport number) to issue withholding tax receipts as required under Article 144, Paragraph 1 of the Income Tax Act of the Republic of Korea when making payments that would be classified under the “business income” category of income.

We process unique identification information (Resident Registration Number, Domestic Residence Report Number, Alien Registration Number, or passport number) to issue tax invoices as required under Article 32, Paragraph 1 of the Value Added Tax Act of the Republic of Korea when supplying goods or services.

**[External processing of the Personal Data]**

SGS uses the following external Personal Data processor for partner relationship management on behalf of Smilegate corporate group of companies.

External processor	Processing activities
Smilegate Holdings, Inc.	Maintenance and operation of the partner relationship management system

**[External transfers of the Personal Data] (Required)**

Transferees	Transferred Personal Data	Transfer purposes	Personal Data use and retention period for the transferee
<b>Smilegate corporate group affiliates and associated charitable foundations:</b> (i) One glove Inc., (ii) Orangeplanet Foundation, (iii) Smilegate Entertainment, Inc., (iv) Smilegate Foundation, (v) Smilegate Holdings, Inc., (vi) Smilegate MegaLab, Inc., (vii) Smilegate Megaport, Inc., (viii) Smilegate Realies, Inc., (ix) Smilegate RPG, Inc., (x) SPMC, Inc.	Name, bank name, last three (3) digits of the Resident Registration Number, last three (3) digits of the bank account number, bank account holder	<b>Verification of the payee and payment information</b>	Retained for <b><u>5 years</u></b> in accordance with relevant laws and regulations

You have the right not to consent to the required external transfers of the Personal Data described above. However, we cannot make payments to you if you do not consent.

Do you agree to the external transfers of the Personal Data described above?

I Agree  I do not agree

※ We only collect and use the minimum amount of Personal Data necessary to (1) make payments to you, and (2) comply with the requirements under South Korean tax laws and regulations. You may suffer adverse consequences (our inability to make payments to you) if you do not consent.

[Month    Date    Year]

[Signature Page Follows]

**<If the Partner is at or over the age of fourteen (14)>**

[Partner] Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**<If the Partner is under the age of fourteen (14)>**

To the parent/legal guardian of the Partner: please fill out and sign below to indicate your consent to the processing of the Personal Data of your child \_\_\_\_\_ by SGS.

[Parent/legal guardian of the Partner]

Name: \_\_\_\_\_ Relationship to the Partner: \_\_\_\_\_ Mobile phone number: \_\_\_\_\_

Signature: \_\_\_\_\_

SAMPLE