



MADNESS VENTURES PROGRAM APPLICATION TERMS

In connection with the application (the "Application") and provision of supplemental materials (collectively, the "Material") submitted by you to Madness Ventures, this constitutes the agreement between Product Madness (herein "PM") and you, the undersigned:

1. **Age and Eligibility:** You (and all members of your team, if entering on behalf of a team) are at least 18 years of age and a citizen of, and currently reside in and will continue to reside in, a country that is not on the 'Prohibited Country' list. If entering as a team only one person is permitted to apply and all members of the team must meet age and eligibility requirements. If entering on behalf of a company, you must have authority to bind the company and the company must not be located or incorporated/formed in a Prohibited Country. Employees, officers, and directors of PM competitors are ineligible. Those countries on the "Prohibited Country" list are: Afghanistan, Belarus, China, Cuba, Iran, Lebanon, Macau, North Korea, Russia, Sudan, and Syria.
2. **Non-Disclosure Agreement:** You acknowledge and agree that you will be required to enter into a mutual non-disclosure agreement (the "MNDA") with PM prior to submitting additional and supplemental Material.
3. **Submission Release:** You acknowledge and agree that you will be required to enter into a separate Submission Agreement with you prior to submitting additional and supplemental Material.
4. **Number of Submissions:** You (and all members of your team) understand and agree that you (individually or collectively) may only submit one (1) Application.
5. **Representations:** You (individually or on behalf of your team or company) represent that all game-related material is original with you and created solely by you (or the team or company, as the case may be), verifiably open-source, licensed, or licensable. You have full power and authority to submit all Material to PM on the terms and conditions hereof.
6. **Review of Material:** You acknowledge that the only obligation undertaken by PM in consideration of your Application is to accept the Material for review, and consider you (or your team), based on the Material submitted, if and to the extent appropriate pursuant to the Madness Ventures guidelines. No other obligation or duty on PM's part shall arise from or be implied by the Application or submission of Material.
7. **Existing or Competing Material:** You understand that PM may receive many submissions for the Madness Ventures program, and similarity of subject matter, characters, features, and other elements of the Material you submit is possible. In addition, You understand that PM is an active game developer and has, at any time, multiple games in various stages of development – from basic ideation to pre-launch – which may include similar subject matter, characters, features, and other elements

to those of the Material you submit. You fully understand and acknowledge that PM shall have no obligation to compensate you if material similar to yours is received coincidentally from another source, is subsequently commissioned or produced from another source, or is currently under development with PM, our parent company, or any affiliated company.

8. **Excluded Materials:** I acknowledge that the following, if submitted, will not be considered for evaluation by Madness Ventures:
 - a. games that are not chance-based
 - b. ideas, games, or projects that have been submitted to other incubator programs or game development competitions
 - c. games that include third-party intellectual property that is not available for license or is not open source with sufficient documentation
 - d. submissions from prohibited countries
 - e. games that have been made available to the public
 - f. Materials which would violate the Submission Release
 - g. Materials, or components thereof, developed by, submitted to, or subject to the rights of any PM competitor

9. **Governing Law/Waiver of Injunctive Relief:** This Agreement will be governed and construed in accordance with the laws of England and Wales. Any dispute or claim (including non-contractual disputes or claims), legal suit, action or proceeding arising out of or relating to this Agreement or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees that for all disputes not subject to arbitration the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. If any litigation or other proceeding between or among you and PM is commenced in connection with or related to this Agreement, the prevailing Party shall be entitled to receive an award of its reasonable attorney's fees and costs expended in connection therewith.

You acknowledge that the rights granted and obligations made hereunder to PM related to your Application and general participation in the Madness Ventures programme are of a unique and irreplaceable nature, the loss of which shall irreparably harm PM and which cannot be replaced by monetary damages alone so that PM shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for monetary damages (if any). If this paragraph is in conflict with the MNDA, with regard to matters covered by the MNDA only, the terms of the MNDA will apply.

10. DISPUTE RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS "DISPUTE RESOLUTION BY BINDING ARBITRATION" PROVISION CAREFULLY, BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH PM AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

THIS PROVISION PRECLUDES YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST PM. IT ALSO PRECLUDES YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE

CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST PM BY SOMEONE ELSE. IN ADDITION, ARBITRATION PRECLUDES YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT DECISION. IT IS YOUR DECISION TO MAKE AND YOU SHOULD NOT RELY SOLELY ON THE INFORMATION PROVIDED IN THIS AGREEMENT, AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS REGARDING THE CONSEQUENCES OF YOUR DECISION.

It is the desire of the Parties that any dispute arising under or relating to the Parties' rights and obligations under this Agreement be resolved amicably by good faith discussions between the Parties. If a Party delivers written notice to the other Party of any such dispute, the Parties shall promptly convene a meeting (either in person or by telephone conference or videoconference) to attempt in good faith to resolve such dispute.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, that is not resolved by the Parties within sixty (60) days after a Party's delivery to the other Party of notice of such dispute shall, upon the written request of either Party, be referred to and finally resolved by arbitration under the arbitration rules of the London Court of International Arbitration (the "Rules"), which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be determined by a single, independent, impartial arbitrator. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England, excluding its conflict of laws principles.

If you assert a dispute, you will only be required to pay £250 of the fees charged by the arbitrator in connection with any arbitration under this section, and PM will bear all other costs charged by the arbitrator, including any case management fee and professional fees for the arbitrator's services. You will be responsible for paying your own attorneys' costs fees.

Any demand for arbitration by the Application shall be made within one year of discovery, or the claim shall forever be waived.

You and PM shall maintain the confidential nature of the arbitration proceedings and the arbitration award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary hearing, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

WAIVER OF CLASS RELIEF: WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND PM AGREE NOT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR COLLECTIVE ARBITRATION, EVEN IF LCIA PROCEDURES OR RULES WOULD

OTHERWISE ALLOW ONE. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT OF THAT PARTY'S INDIVIDUAL CLAIM. YOU AND PM ARE EACH WAIVING RESPECTIVE RIGHTS TO PARTICIPATE IN ANY PAST, PENDING, OR FUTURE CLASS ACTION OR ANY OTHER CONSOLIDATED OR REPRESENTATIVE PROCEEDING. YOU AND PM ALSO AGREE NOT TO SEEK TO COMBINE ANY ACTION OR ARBITRATION WITH ANY OTHER ACTION OR ARBITRATION WITHOUT THE CONSENT OF ALL PARTIES TO THIS AGREEMENT AND ALL OTHER ACTIONS OR ARBITRATIONS.

You agree that the following disputes are not subject to the above provisions concerning binding arbitration: (1) any disputes seeking to enforce or protect, or concerning the validity of, any of PM's intellectual property rights; and (2) any dispute related to, or arising from, allegations of theft, piracy, or invasion of privacy.

If any portion of this Section entitled "Dispute Resolution by Binding Arbitration" is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

11. **Limitation of Liability:** PM shall not be liable to you for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations contained in any other Agreement.
12. **Indemnification:** You agree to indemnify, defend and hold PM and our parents, subsidiaries, partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any and all liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement, use of the submitted Material, or your participation in the Madness Ventures programme.
13. **No Guarantee of Results.** You acknowledge and agree that PM cannot guarantee that you (or your team or company, if applicable) will succeed in being invited into the Madness Ventures programme or, if invited, continue through the programme or achieve any level of market success. PM makes no representation as to the commercial utility of its recommendations. You shall be solely responsible for making all final decisions and taking actions related to your game and business, including compliance with all applicable laws and regulations, and you hereby waive and covenant not to sue PM or its employees, agents, contractors, or other representatives for any claim related to such matters.
14. **Independent Contractor Status:** Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.
15. **Right to Assign:** PM shall have the right to assign and/or license all or part of its rights under this Agreement and, if acquired by PM, in the Material, to any person or entity.
16. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.