

JOYSTICKET DEVELOPER DISTRIBUTION AGREEMENT

Definitions:

1. Introduction
 - 1.1. The s developers allow users of its devices Products receive Tickets, distributed by JOYSTICKET, whenever they perform tasks previously determined within the Games ("Achievements"), by means of permissions to use the Developer Device Product APIs.
 - 1.2. To allow Ticket distribution is necessary for the developer to acquire and keep a valid Developer Account at JOYSTICKET Platform.
 - 1.3. **The Joystick Platform will not allow Developers to upload the APK of their Games, providing the redirection with Users' consent to download the Games available on the Joystick Platform directly from the Play Store / Apple Store.**
2. Developer Registration
 - 2.1. For Developer Device Products to allow data communication with the JOYSTICKET Platform, Developer must register directly on the JOYSTICKET Platform, according to mandatory data to be filled and stored by JOYSTICKET.
 - 2.2. By submitting your registration for JOYSTICKET approval, Developer accepts in full all terms and conditions contained in this document, in the Privacy Policy and Terms of Use of JOYSTICKET, and partial acceptance of any of them is forbidden.
 - 2.3. The registration will be reviewed by JOYSTICKET and, at the sole discretion of JOYSTICKET, once approved, the Developer will have access to the Developer Area.
3. DEVELOPER AREA
 - 3.1. The inclusion of Developer Games in the Platform will be performed within the Developer Area using the REST API provided by JOYSTICKET and / or Google Play Games Services service, as provided below.
 - 3.1.1. **REST API:** Developer needs to place REST API calls directly into his Game and / or his Back End. This will allow his Game to communicate with the JOYSTICKET Platform and allow the distribution of Tickets to Users that have previously been registered in the Platform JOYSTICKET.
 - 3.1.1.1. The Developer will be responsible for adding the Game Achievements in the Developer Area to the JOY Platform, allowing JOY Users to accumulate Tickets.

3.1.2. **Google Play Games Services:** The developer needs previously enable your game on Google Play Games Services, and then create a "*web application*", including the links provided by the Platform JOYSTICKET.

3.1.2.1. After the *web application* is created, Developer must complete the "*OAuth Developer Verification Form*" provided by Google, which takes 3 to 7 days for approval by Google.

3.1.2.2. After the ordeal dealt with in item 3.1.2.1, Developer will need to authenticate, with your Google Play Developer account, to the JOY STICKET Platform can refer to the information (a) Name of the Game; (b) Game Icon; (c) description of the Game; (d) category of the Game; (e) download link; (f) Achievements; and (g) experience points - "XP".

3.1.2.3. The only information consulted is those described above, it being understood that JOYSTICKET will **not store** any of the information consulted, **nor will it consult or store** other Game information.

3.1.2.4. In compliance with Google's Privacy Policies, JOYSTICKE T and the JOYSTICKET Platform will only have access to the information of each Developer Game User after authorization of the User registered in the JOYSTICKET Platform using "*OAuth Authentication*". JOYSTICKET will only store the e-mail and name of the User upon express approval of the User.

3.2. Developer Game Users who are not previously registered on the JOYSTICKET Platform will not win Tickets, nor will JOYSTICKET in any way store any of these users' data on their own servers and / or use this data for any purpose unless previously agreed between Developer and JOYSTICKET.

3.2.1. Users of Developer Games who subsequently register on the JOYSTICKET Platform will not receive Tickets for Achievements prior to the moment of registration on the JOYSTICKET Platform, and will receive Tickets only from the Conquests from the time of registration onwards.

3.3. The Developer can edit / add / delete Achievements, using the same inclusion tools of the Games in the Developer Area in the Joy Platform (REST API / Google Play Games Services).

3.3.1. All editing / addition of Achievements will be submitted to a JOYSTICKET approval process, which will accept it in its sole discretion.

3.4. Developer may at any time delete his Game from the Joy Platform, without the need for prior communication with, or authorization of, JOYSTICKET.

3.5. It is the Developer's responsibility to integrate their Games into the Joystick Platform, to provide users with the required Game information and support. The Games that are not integrated according to this clause will not be published in the Joystick Platform, nor will Tickets be distributed to the Users.

4. USE OF JOYSTICKET PLATFORM BY DEVELOPER

- 4.1. Except for the license rights granted by Developer in Section 8 below, JOYSTICKET agrees not to receive any right, title, or participation of the Developer (or its licensors) under this Agreement in or for any Game, including any intellectual property rights remaining in these Games.
- 4.2. Developer agrees to use the Joystick Platform solely for the purposes permitted by this Agreement and (b) by any generally accepted law, regulation, practice, or guideline in the relevant jurisdictions (including any law relating to the export of data or software for Brazil or other relevant countries).
- 4.3. Developer agrees that if you use the Joystick Platform, you should protect the privacy and legal rights of the Users. If users provide Developer, or if Game accesses or uses user names, passwords, or other login or personal information, Developer will need to disclose to Users that such information will be made available to the Game and provide due Notice of Privacy and due protection, in accordance with the relevant legislation. In addition, the Game may only use this information for the limited purposes for which the user has given permission. If the Game Developer stores personal or sensitive information provided by User, it will need to be made to securely and only for as long as needed. However, if the user has accepted a separate agreement with Developer that allows the storage or use of personal or confidential information directly related to the Game (not including other Games), either by the Developer or the Game, the use of such information shall to be governed by the terms of the agreement. If your account information is provided by the Joystick to the Game Platform, the use of such information shall be restricted to access to the Joystick platform user in the circumstances and for the limited purposes for which the User there consented.
- 4.4. You may not use the Developer User's information Do obtained by Joystick Platform to sell or distribute Products outside the Joystick Platform.
- 4.5. The Developer is fully responsible for any Game integrated to Joystick Platform (and acknowledges that JOYSTICKET has no responsibility to you or any third parties), including the use of APIs, and the consequences of such actions (including any loss or damage that JOYSTICKET may suffer). These consequences include, but are not limited to, product liability, consumer protection and / or intellectual property claims related to your products.
- 4.6. Developer is fully responsible (and acknowledges that JOYSTICKET has no responsibility to the Developer or to third parties) for any breach of its obligations under this Agreement, any applicable third-party agreement, any terms of service or any law or regulation, and shall also assume responsibility for the consequences (including any loss or damage that JOYSTICKET or third parties may suffer) from any breach.

5. TICKET DISTRIBUTION CRITERIA

- 5.1. Tickets will be distributed solely and exclusively because the performance of the User in the Developer's Game, being prohibited the distribution of Tickets in exchange for positive evaluations, purchases within the Game of the Developer downloads of other Games of the Developer.
- 5.2. You will earn Tickets for downloading the Developer Game. It will only be possible for the User to redeem the Tickets that he received for the download after making the first

Conquest while playing the Game. The amount of Tickets will be defined by JOYSTICKET and may vary from one Game to another.

5.3. The Tickets will only be distributed and computed to the User from the moment they register on the Joystick Platform and / or inform that they are playing the Developer Game. No prior User registration achievement or information that you are playing the Developer Game before the Joystick Platform by the User will be considered for the distribution of Tickets, with only the achievements made by the User as of the date of registration and / or the information that you are playing the Developer Game before the Joystick Platform.

5.4. The achievements available for the cad Game Developer should distribute points according to the criteria of difficulty defined as (a) very easy achievements, (b) easy achievement, (c) means achievements, (d) difficult achievement and (e) very difficult achievement, according to the table below, always respecting multiple numbers of 5 (five):

Points distribution		
Difficulty level	Minimum	Maximum
Very easy	-	5
Easy	10	15
Medium	20	25
Difficult	30	55
Very difficult	60	100
Expert	105	200

5.5. Joystick may at any time, at its sole discretion, change the number of points distributed by achievement, pursuant to item 4.3, of the Developer Games on the Joystick Platform, if you understand that they are not suitable for the criteria of difficulties.

5.6. The maximum score to be awarded to the user per Game will be 1000 (one thousand) points.

5.7. Every 1 (one) point corresponds to 35 (thirty-five) Tickets distributed to the User. Joystick may change the amount of Tickets distributed to each point in its sole discretion, without the need for prior notice to the Developer.

5.8. Joystick reserves the right to distribute more Tickets at each point earned by the User in the event of commercial agreements between the Developer and Joystick for one or more Games made available by the Developer on the Joystick Platform.

5.9. The monetary value corresponding to each Ticket is confidential and will not be disclosed by Joystick to the Developer or its Users.

6. Prohibitions, Fences, and Restricted Contents.

6.1. It is strongly forbidden for the Developer to give Tickets in exchange for positive reviews on the Google Play Store / Apple Store.

6.2. Developer must also abide by the Content Fencing policies of the Play Store / Apple Store.

6.3. Joystickt is not responsible for

6.4. The developer responsible fully for any product that uses the Joystickt platform (and acknowledge that Joystickt has no responsibility to Developer or third parties), including the use of APIs to d Joystickt, and for the consequences of such actions (including any loss or damage that Joystickt may suffer). These consequences include, but are not limited to, product liability, consumer protection and / or intellectual property claims related to your products.

6.5. Joystickt has full autonomy to withdraw the Developer Games from the Joys Platform if it is found that the Game is not configured properly under this Agreement, making it impossible for Joystickt to receive the Developer's required information to distribute Tickets to the Players / Consumers.

7. JOYSTICKET REMUNERATION

7.1. The services available on the Joystickt Platform are free. However, Joystickt reserves the right to charge in future for Games included in the Joys Platform by the Developer from a date previously informed by Joystickt to the Developer, **without the collection reaching the Games that have already been made available in the Platform Joystickt before the informed date to start charging.**

8. GRANT OF LICENSE

8.1. The Developer grants the JOYSTICKET a non-exclusive, worldwide, royalty-free license to: reproduce, perform, display, analyze and use the Products in situations related to (i) the operation and marketing of Joystickt platform, (ii) the marketing of devices and services compatible with the use of the products, (iii) upgrading the d Platform Joystickt and (iv) verification of compliance with this Agreement and the Program Developer Policies.

8.2. JOYSTICKET may hire consultants and other service providers to fulfill the obligations and exercise the rights set forth in this agreement, provided that such consultants and service providers are subject to the same obligations as JOYSTICKET . Upon termination of this Agreement, JOYSTICKET will not distribute the Product.

8.3. Developer represents and warrants that it owns all intellectual property rights, including all registrations, trademarks, trade secrets, copyrights, or other proprietary rights required by and on the Product. If Developer uses third party material, it means that it represents and warrants that it has the right to distribute third party material in the Product. You agree that you will not submit to JOYSTICKET copyrighted material, which is protected by trade secret or otherwise subject to third party proprietary rights, including publicity, privacy, and patent rights, unless you are the holder of such rights or have permission of the legitimate owner to send the material.

9. BRAND AND ADVERTISING CHARACTERISTICS

9.1. Each party owns all rights, titles, and interests, including, without limitation, all intellectual property rights relating to the Brand Features. Except as expressly provided in this Agreement, neither party shall grant or acquire any right, title, or interest (including, without limitation, any implied license) in any Trademark feature of the other party. Subject to the terms and conditions of this Agreement, Developer grants JOYSTICKET and its affiliates a limited, non-exclusive, royalty-free license during the term of this Agreement to display the Brand Features submitted to JOYSTICKET by Developer for exclusive online use or mobile devices, and in either case to comply with their obligations under this Agreement. If Developer interrupts the communication of your Games with Platform Joystick, a JOYSTICKET will discontinue use of the Brand Features of Products discontinued under this item 8.1. Nothing in this Agreement gives Developer a right to use the trade names, trademarks, service marks, logos, domain names, the d JOYSTICKET or other characteristics of the mark that identify it.

9.2. In addition to the license granted in item 8.1 above, for presence marketing purposes, the JOYSTICKET and its affiliates may include Developer Brand Features that have been submitted to JOYSTICKET : (i) in Joystick Platform and in any Online or Mobile Service of the JOYSTICKET , (ii) in print, online, mobile, television, and outdoor (e.g. on billboards) Joystick Platform when mentioned with other Games available on the Joystick Platform , (iii) in making announcements of the availability of the Games , (iv) in presentations and (v) in customer lists that appear online or on mobile devices (which includes, without limitation, websites in the d JOYSTICKET). If Developer interrupts the distribution of specific Games through the Joystick Platform, JOYSTICKET will discontinue the use of the Discontinued Games (Product) Brand Features for these marketing purposes. JOYSTICKET grants Developer a limited, non-exclusive, worldwide, royalty-free license to use the JOYSTICKET Brand Features during the term of this Agreement solely for marketing purposes and only in accordance with the JOYSTICKET Brand Guidelines.

10. ACCEPTANCE OF THE CONTRACT

10.1. This agreement ("Agreement") constitute a legally binding contract between the developer and JOYSTICKET in relation to its use of the Joystick Platform to distribute Tickets from Developer Games to Users. The developer acknowledges that JOYSTICKET only distributes Tickets to User the Developer properly integrated into the platform Joystick. For the Users to receive the Tickets that will bring this item 9.1, it is necessary that they have previously registered before the Platform Joystick, regardless of who registered with the Developer's Game User. To use the Joystick Platform for Ticket distribution, Developer must accept this Agreement and provide complete and accurate information on the Joystick Platform. JOYSTICKET will not distribute Tickets to Developer Game Users if Developer fails to enforce this Agreement.

10.2. Developer may not use the Joystick Platform or accept the Agreement if it is not a Verified Developer in good standing. This Agreement will automatically terminate if (a) the Developer is not in good standing or (b) the Developer is a person or entity

prohibited from using software by law Brazilian or other countries, including in your country of residence or in which the software will be used.

10.3 If the Developer agrees to be bound by the terms of this Agreement on behalf of its employer or another entity, the Developer represents and warrants that it has full legal authority to subject its employer or such entity to this Agreement. If Developer does not have the necessary authority, you may not accept the Agreement or use the Joystick Platform on behalf of your employer or another entity.

11. Privacy and Information

11.1. To further enhance and innovate the Joystick Platform, Joystick may collect certain Ticket award statistics for each Developer Game Users achievement.

11.2. The data collected is analyzed in aggregate to improve the Joystick Platform for users and Developers and is maintained in accordance with Joystick's Privacy Policy. To ensure the improvement of the Products, Joystick may provide the Developer with aggregate data in a limited manner upon written request.

12. Termination of this Agreement

12.1. This Agreement shall remain in full force and effect until terminated by Developer or Joystick, as set forth below.

12.1.1. If Developer wishes to terminate this Agreement, it shall withdraw its Games from the Joystick Platform and terminate its developer account, pursuant to Clause 2 of this agreement, which will format all the data contained in its Developer Area, according to Clause 3 of this instrument.

12.1.2. The Joystick may at any time terminate this Agreement if:

12.1.2.1. Developer has violated any provision of this Agreement;

12.1.2.2. the Joystick is required by law to do so;

12.1.2.3. the Developer Games presents many problems that make it difficult for users to use the Joystick Platform as "bugs";

12.1.2.4. Developer ceases to be an Authorized Developer; or

12.1.2.5. the Joystick decide not to provide Joystick Platform.

12.2. The termination by either party implies the revocation of the trademark licenses granted in Clause 8;

13. DISCLAIMER OF WARRANTIES

13.1. DEVELOPER UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES THAT USE OF THE JOYSTICK PLATFORM IS MADE AT YOUR OWN RISK AND THAT THE JOYSTICKET

PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND.

13.2. THE USE OF THE JOYSTICKET PLATFORM BY THE DEVELOPER AND ANY TRANSFERRED MATERIAL IS AT YOUR SOLE RISK AND THE DEVELOPER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE COMPUTER SYSTEM OR OTHER JOYSTICKET DEVICE OR LOSS OF DATA ARISING OUT OF THAT USE.

13.3. JOYSTICKET STILL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PURPOSE AND NON-INFRINGEMENT.

14. LIMITATION OF LIABILITY

14.1. DEVELOPER UNDERSTANDS AND EXPRESSLY UNDERSTANDS THAT JOYSTICKET, ITS SUBSIDIARIES, AFFILIATES AND ITS LICENSORS SHALL NOT BE LIABLE TO THE DEVELOPER IN ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES THAT THE DEVELOPER MAY SUFFER, INCLUDING ANY LOSS OF DATA, WHETHER JOYSTICKET OR ITS REPRESENTATIVES HAVE BEEN ADVISED AND SHOULD HAVE NO KNOWLEDGE OF THE POSSIBILITY OF SUCH LOSSES.

15. Indemnity

15.1. To the maximum extent permitted by law, Developer agrees to defend, indemnify and hold harmless Joystick , its affiliates and their respective directors, officers, employees and agents, as well as Authorized Operators, from and against any and all claims, actions, (including attorney's fees) arising out of or resulting from (a) Your use of the Joystick Platform in violation of this Agreement and (b) Your Product that violates the copyright, trademark, trade secret, trademark appearance, patent or other intellectual property right of any person or defames any person or violates the advertisers' or privacy rights .

15.2. To the maximum extent permitted by law, Developer agrees to defend, indemnify and hold harmless the applicable Payment Processors (which may include Joystick and / or third parties) and its affiliates, directors, officers, employees and agents from and against any claim, action, case or proceeding of any third party, and from and against any and all losses, liabilities, damages, costs, and expenses (including attorneys' fees) arising out of or in connection with any payments made by Joystick to Developer.

16. Changes to the Contract

16.1. The Joystick may make changes to this Agreement at any time by sending e-mail notice to the developer describing the modifications made. The Joystick also disclose a notification on this page and / or the Developer area describing the changes. Developer should read the Agreement and regularly check for changes. The changes are not retroactive. They become effective and are deemed to be accepted by Developer: (a) immediately to those who become Developers following the publication of the notice or (b) to those who were already Developers by the date specified in the

notice, which shall not be less than 30 days after the changes are posted (except for changes required by law, which take effect immediately). If Developer does not agree to the changes to the Agreement, it will be necessary to terminate the use of the Joystick Platform. Developer agrees that continued use of the Joystick Platform constitutes its agreement to the changed terms of this Agreement.

17. General legal terms

- 17.1. This Agreement constitutes the entire legal agreement between Developer and Joystick, governs your use of the Joystick Platform and supersedes any prior agreement between Developer and Joystick about the Joystick Platform.
- 17.2. Developer agrees that if Joystick does not exercise or enforce any legal right or remedy contained in this Agreement (or to which Joystick is entitled under any applicable law), this shall not constitute a formal waiver, and such rights or remedies will remain available to Joystick.
- 17.3. If any court that has jurisdiction to decide on matters relating to this Agreement orders any clause to be invalid, the clause in question shall be removed from this Agreement without affecting the remainder of the Agreement. The remaining provisions of this Agreement will continue to be valid and enforceable.
- 17.4. Developer acknowledges and agrees that each member of the group of companies controlled by Joystick shall be a third-party beneficiary of this Agreement and that such other companies shall have the right to apply directly and rely upon any provision of this Agreement which gives them an advantage (or rights in your favor). In addition, no other person or company may be a third-party beneficiary of this Agreement.
- 17.5. The rights granted in this Agreement may not be transferred or transferred by Developer or Joystick without the prior written approval of the other party. Developer or Joystick shall not be permitted to delegate its responsibilities or obligations set forth in this Agreement without the prior written approval of the other party. Any other attempt to transfer will be invalid. If Developer experiences a change of control (for example, through a sale or purchase of shares, a merger or other form of corporate transaction): (i) Developer will give written notice to Joystick within 30 days after change of control and (ii) Joystick may terminate this Agreement immediately at any time between the change of control and 30 days after receipt of such notice in writing.
- 17.6. All legal actions arising out of or relating to this Agreement or Developer's relationship with Joystick under this Agreement shall be governed by the laws of Brazil. The Developer and Joystick further agree to elect the Forum of the City of São Paulo, State of São Paulo, to resolve any legal matter arising out of or relating to this Agreement or to the relationship with Joystick under this Agreement, however privileged except that Developer agrees that Joystick may seek injunctive relief in any jurisdiction.