

游戏代理协议

Game Distribution Agreement

编号:

No.:

甲方:

Party A: AGAPORNI GAMES, S.L.

地址:

Address: Avda. De Jerez nº 21, Planta 1, C.P. 41013 (Sevilla) - España

联系人:

Contacts: Luis Miguel Bayort Gómez

电话:

Tel: +34 667710290

邮箱:

E-mail: luismiguelbayort@hotmail.com

乙方: 掌游天下(香港)科技有限公司

Party B: ZPLAY (HK) TECHNOLOGY CO., LIMITED

地址: Flat/Rm, C8 7/F Block C KA MING COURT NOS.688 CASTLE PEAK ROAD, KL

Address: Flat/Rm, C8 7/F Block C KA MING COURT NOS.688 CASTLE PEAK ROAD, KL

联系人:

Contacts: Shumin Yang

电话:

Tel: 8615202206031

邮箱:

E-mail: yangshumin@zplay.com

甲方为游戏产品 Gloomy Z 的研发方, 拥有该游戏软件著作权, 并拥有履行本合同所必需的所有资质与授权, 乙方为知名的游戏发行代理服务商。甲方授权乙方拥有此游戏在授权地区 全球 的 Intouch 平台的独家代理发行权, 以便在授权区域发行、推广、运营。

WHEREAS, Party A, as the one who bears responsibility for research and development of the game Gloomy Z, shall own the copyright of the game software and all qualifications and authorities that are necessary for fulfilling this Agreement; and Party B is a well-known distributor and agent in terms of mobile games; and Party A hereby grants Party B the right to distribute the game on global Intouch channel for the purpose

AGAPORNI GAMES, S.L.
CIF: B-0307711

of distribution, promotion and operation within the authorized area.

经甲乙双方协商一致，达成如下协议：

Therefore, the Parties, through consultations, hereby agree as follows:

第一条 合作项目和内容

Article 1 Project and Cooperation

1. 合作内容：Project

1.1 合作产品：指甲方拥有独立、完整著作权和其他知识产权的游戏 Gloomy Z 的现有版本、未来的升级版本。以下简称游戏。

Product: The product referred herein shall refer to the game Gloomy Z in which Party A owns independent and integrated copyright and other intellectual property rights and include the current version and future updates thereof (hereinafter "Game").

1.2 授权发行区域：全球，以下简称授权区域。

Authorized Distribution Area: global (hereinafter "Authorized Distribution Area").

1.3 授权发行平台：Intouch 渠道。

Authorized Distribution Platform: Intouch channel .

1.4 合作方式：甲方授予乙方合作产品在授权发行区域的独家代理权。合作产品在运营中所获得的全部收益，甲乙双方按照约定分成。

Cooperation: Party A hereby grants Party B the power of attorney on an exclusive basis for distribution of the Game within the Authorized Distribution Area. The two Parties agree to share all proceeds from operation of the Game at the ratio as agreed.

2. 本协议有效期内，甲方授权乙方在对合作产品推广宣传的过程中使用甲方公司名称、商标及合作产品的相关权利。

Subject to the term of this Agreement, Party A grants Party B the right to use Party A's corporate name, trademarks and the Game in the course of promotion of the Game.

3. 乙方作为甲方的合作方，不承担由于甲方提供的游戏及所有权原因产生的客户问题以及法律责任。如果由于甲方提供的游戏及所有权原因产生的客户问题以及法律责任，而给乙方带来名誉或者经济上的损失，甲方应予全额赔偿。

As the partner of Party A hereunder, Party B will not undertake any responsibility for any problems that clients may have due to the Game or associated services including copyright issues caused by Party A. If Party B suffers losses in reputation or economically, due to the aforesaid problems or legal responsibilities, either caused by inherent problems of the Game and associated products or services offered by Party A, Party A shall compensate Party B for such losses in full amount.

4. 双方承诺在此合作过程中，充分利用各自的优势（包括产品资源、服务能力、技

2. 乙方权利和义务 Party B's Rights and Obligations

2.1 乙方保证具有合法资格从事本协议约定的合作，并具备足够的技术和宣传推广能力及人员配备，具有推广产品的丰富经验。乙方有权对甲方的著作权登记证书、互联网出版许可证等资质进行审查。

Party B ensures that it has every and all legal qualifications to conduct the cooperation as agreed hereunder, is well-equipped with technologies and promotion capabilities and staff, and is experienced in promotion of the Game. Party B shall have right to check and review copyright registration certificates, e-publishing licenses and other qualifications of Party A.

2.2 乙方负责合作产品在合作授权地区的发行和推广工作。乙方保证充分利用自有平台和资源，对合作产品进行推广。合作期间，合作产品使用乙方账户发行。

Party B shall be responsible for distribution and promotion of the Game within the Authorized Distribution Area. Party B warrants that it shall and will make full use of its platforms and resources to promote the Game. The Game will be published with Party B's account in the course of cooperation.

2.3 乙方保证所获得的甲方所有资料，仅限用于合作项目，决不用于其他目的。

Party B shall ensure that any and all materials it acquires from Party A are used only for the project referred herein.

2.4 乙方保证维护甲方声誉及公司形象，不得制作有损于甲方的任何作品、文字、图案；在授权范围内使用甲方许可的公司名称、商标及游戏名称等，为保持连贯性，乙方不得对甲方商标进行改动。

Party B shall keep Party A's goodwill and corporate image, and ensure no production of any work, text or image that may infringe Party A's right and interest and application of Party A's corporate name, trademark and the name of the Game to the extent of the license and the authorization granted herein. Party B shall not alter any trademark that Party A owns to keep consistency thereof.

2.5 合作期间内，为达到更好的运营效果，乙方有权针对合作产品程序、文件、内容和设置提出修改意见，甲方应予以支持配合。并在5个工作日之内，给出书面回复意见。

Party B shall, in the course of cooperation, have the right to propose modifications to the Game in respect of procedures, documents, content and settings to achieve better operation, and Party A shall give support in this regard by sending written reply within five (5) workdays.

2.6 合作产品代理运营期间，乙方负责渠道推广及产品运营工作。

Party B shall be responsible for channel promotion and operation of the Game while the agency of the Game remains valid and effective.

2.7 乙方有权在合作产品的推广运营中，在游戏界面或宣传资料内加入乙方的公司名称、商标图案等相关信息。合作产品的前置开机画面中，应加入甲乙双方各自的品牌 LOGO 进行展示。

Party B has right to add its corporate name, trademark and images to the interface of the Game or the promotion materials thereof while promoting and operating the Game. Brand logo that Party A and Party B respectively have will be added to splash loading screen of the Game the boot screen displaying the Game.

第三条 交付与验收

Article 3 Delivery and Acceptance

1. 甲方应按照乙方提供的修改方案对游戏进行修改升级、新版本及功能开发等。
Party A shall modify and improve the Game in compliance with the modification plan offered by Party B and develop new versions and functions thereof.

2. 交付确认 Delivery Confirmation

2.1 当甲方按照本合同项下 3.1 要求交付游戏后，乙方将根据内部测试标准对其中包含的最终客户端程序进行内部测试，内部测试标准与时间双方另行约定。如游戏不能达到内部测试标准，甲方需按照乙方提出的要求和标准进行调整，并由乙方在适当的时间内再次测试，直到达到内部测试标准并通过测试。

Upon the delivery of the Game made by Party A in accordance with Article 3.1 herein, Party B will take an internal test against the final client program incorporated in the Game at the time agreed by the two Parties. If the Game fails to satisfy the criteria of such internal test, Party A shall adjust in accordance with requirements and standards proposed by Party B. The adjusted Game will be re-tested by Party B at appropriate time till meet such criteria and pass the internal test.

2.2 若乙方在内部测试过程中发现甲方交付的游戏软件、文档、代码等无法满足运营需要，有权要求甲方在指定时间内提供更多资料及更新版本，以满足运营需求。
Where Party B finds in the course of internal test that any software, document and/or code of the Game delivered by Party A does not match the demand of operation, Party B shall have right to ask Party A to provide more materials and updates within the fixed time limit to satisfy the operation.

2.3 如果甲方预估无法按约定时间完成游戏交付义务，甲方应提前 10 日书面通知乙方，经双方书面确认另行约定游戏交付期限及游戏上线期限，甲方应保证在双方另行约定的游戏交付期限内交付游戏，否则乙方有权终止本合作协议，且甲方应赔偿乙方因此遭受的所有损失，包括但不限于立即退还乙方已经支付的预付金，已经支出的运营成本、服务器费用、推广费用等。

If Party A delays the delivery of the Game, Party A shall notify Party B about the delay ten (10) days in advance and the two Parties shall make agreement on the time when the Game should be delivered and launched on line, and Party A shall ensure on-time delivery of the Game within the newly agreed time, otherwise Party B shall have the right

to terminate this cooperation agreement and Party A shall indemnify Party B for all losses suffered, including but not limited to the immediate payment of prepaid expenses that have been paid by Party B, the operating costs incurred, the cost of the server, and the promotion expenses.

2.4 该书面认证作为甲方(依照本协议约定)交付符合交付条件的游戏的法律依据。
The written confirmation made under this Article shall (subject to terms and conditions hereunder) constitute the legal basis proving Party A's delivery of the Game as required hereunder.

第四条 客户服务 Article 4 Client Service

1. 双方协议由乙方提供游戏的客户服务, 负责承担其业务开展中产生的有关合作游戏常见问题解答、合作游戏基本规则及虚拟货币兑换问题引起的用户咨询和投诉, 告诉客户在使用这项服务时可能碰到的问题及相应的解决办法。

The two Parties hereby agree that Party B shall be responsible for providing client service in respect of the Game, giving response to typical questions about the Game raised in the course of cooperation and client inquiries and claims arising from basic rules of the Game and virtual currency exchange, and informing clients about questions that they may encounter while using the service and solutions thereto.

2. 客户投诉的产生, 乙方保证第一时间了解并努力解决; 如果由于游戏质量, 内容更新和技术支持不到位产生的投诉问题, 甲方需保证无偿及时的协助乙方解决。
Party B shall guarantee that it will, as soon as possible, collect information of any claim raised by clients and work hard to settle such claim(s). If such claim occurs due to the quality of the Game, content updates and lack of technical support, Party A shall provide free assistance for Party B in a timely manner to settle such claims.

第五条 期限和终止 Article 5 Term and Termination

1. 本协议自 2018 年 2 月 9 日起生效, 至合作游戏的授权版本分别在授权区域内正式商业化运营后 3 年终止。

This Agreement shall take effect on February 9, 2018 and remain effective in 3 years after commercialization of the licensed version of the Game within the Authorized Distribution Area.

2. 任何一方可在以下情况发生时提出终止本协议: (1) 当一方不能按照协议履行义务并经对方书面通知后 7 日内不能补救其违约行为, 守约方有权终止合作并要求违约方进行赔偿; (2) 任一方遭遇破产, (3) 任一方连续不能或不愿履行本协议达三十天, 守约方有权终止合作并要求违约方进行赔偿。

AGAPORNI BAMBES S.L.
CIF: B0307711

Either Party hereto may terminate this Agreement if: (1) the other Party is unable to fulfill its obligations as specified hereunder and fails to cure such failure within seven (7) days following a written notice given by the non-breaching party; (2) the other Party goes into bankruptcy; or (3) the other Party is unable to or not willing to fulfill this Agreement and such failure or unwillingness has remained for thirty (30) days. Under the aforesaid circumstances, the non-breaching party shall have right to terminate the cooperation and claim compensation from the breaching party.

3.如因政策变化或其它不可抗力因素而必须终止或修改本协议时，双方应本着互谅互让的精神友好协商，共同修改或终止本协议。

Where it is necessary to terminate or modify this Agreement due to policy change or any other force majeure event, the two Parties shall jointly modify or terminate the Agreement by means of mutual-understanding and amicable consultations.

4.本协议到期前 15 天内，如双方均未提出解除合同，则协议有效期顺延壹年。

This Agreement will automatically renew for another one (1) year provided that neither Party A nor Party B proposes termination hereof within fifteen (15) days in prior to the expiration hereof.

5.本协议的提前终止不应影响双方于本协议提前终止日之前根据本协议已产生的权利和义务，也不影响守约方要求违约方赔偿其损失的权利。

No termination hereof shall have any impact on any right or obligation that has accrued prior to the date of the termination or on any right that the non-breaching party shall have to claim compensation from the breaching party.

第六条 计费与结算

Article 6 Fees and Settlement

1. 收益分成模式：双方在协议有效期限内按照约定的比例从授权产品可分配净收入中进行分成，可分配净收入=运营总收入-渠道成本-相关税费（税费的计算需根据授权许可区域的税收政策确定和调整）。分成比例为 50% : 50%，即甲方的收益=可分配收入× 50 %，乙方的收益=可分配收入× 50 %，双方各自承担义务项下产生的税务费用。

Proceeds sharing: during the term of the Agreement the two Parties will share the distributable net proceeds as the agreed ratio, where the distributable net proceeds = gross operation revenue – channel cost – applicable taxes (which should be determined and adjusted in accordance with tax policies enforced within the Authorized Distribution Area). The two Parties agree to share the distributable net proceeds at the ratio of 50% : 50%, i.e. Party A's proceeds = distributable net proceeds x 50 %, and Party B's proceeds = distributable net proceeds x 50 %. The two Parties shall respectively bear tax costs and expenses resulting from their own obligations.

2. 结算时间: 双方以乙方收到结算款为一个结算周期。乙方在收到结算款十个工作日内向甲方通报分成结算数据, 甲方在收到结算数据后五个工作日内应对结算数额进行确认。

Settlement schedule: the two Parties agree that the receipt of the payment on Party B's side marks a settlement cycle. Party B shall, within ten (10) workdays after the receipt of the payment, notify Party A about the result of settlement sharing, and Party A shall confirm the result within five (5) workdays following the receipt of the notification.

3. 付款时间: 在双方确认结算金额后五个工作日内, 甲方向乙方提供同等金额的有效发票, 乙方应于收到发票后十个工作日内将甲方应得实际结算金额支付至甲方指定帐号。相关税收部分由双方各自承担。上述时间如遇法定节假日, 则可顺延至法定节假日之后的第一个工作日开始继续计时。

Payment time: Party A shall, within five (5) workdays after the settlement is confirmed by the two Parties, issue valid invoice bearing the amount equaling to that of the settlement to Party B, and Party B shall, within ten (10) workdays after the receipt of such invoice, pay such payable amount to the account designated by Party A. The two Parties shall respectively and independently bear taxes imposed thereon. If the aforesaid period falls in statutory holidays, the counting will be postponed to the first workday thereafter.

4. 支付方式: 银行汇款, 甲方指定的收款银行账户信息如下:

Payment method: Party B shall pay the amount to the following bank account designated by Party A by means of bank transfer:

开户名称:

Company's Name: AGAPORNI GAMES, S.L.

企业代码:

Enterprise code: CIF: B90307711

开户银行:

Bank Name: BBVA (Banco Bilbao Vizcaya Argentaria)

银行编码:

Bank code: Código BIC: BBVAESMMXXX

开户账户:

Account Number: ES61-0182-0417-2102-0162-2940

账户币种:

Currency of account: Euro (€)

如甲方指定的收款银行账户户名与甲方不一致, 则甲方授权上述账号代收本协议项下的信息服务费, 并承诺承担因乙方付款至上述账号而可能产生的全部风险和责任。

Where Party A designates another bank account not under the name of Party A, Party A shall authorize such bank account to charge fees of information service hereunder and undertake to bear all risks and responsibilities arising from the payment that Party B makes towards such bank account.

5.为免争议，双方一致同意，乙方所提交的结算报表，一经甲方确认即对双方产生最终约束力。

For avoidance of dispute, the two Parties agree that any settlement statement submitted by Party B will have final binding force upon both Parties provided that such settlement statement is confirmed by Party A.

第七条 知识产权条款

Article 7 Intellectual Property Right

1. 甲方保证独自拥有合作产品所有内容的完整知识产权（或使用许可权及授权第三方独家发行、运营的合法、完整的权力），包括但不限于程序、代码、数据、机密信息、商业机密、文字内容、图像、音乐等著作权，商标、标识、专利权及其他知识产权或专有技术。

Party A guarantees that it is the exclusive owner of integrated intellectual property right to the whole content of the Game (or license thereof or lawful and integrated authority to grant third party to distribute and operate the Game on an exclusive basis), including but not limited to copyright to any procedure, code, data, confidential information, trade secret, text, image and music work, trademark, logo, patent and other intellectual property rights or know-how.

第八条 保密条款

Article 8 Confidentiality

1.双方有义务对用户资料予以保密。

The two Parties shall keep confidential any and all information of any user.

2.任何一方对于因签署或履行本协议而了解或接触到的对方的商业秘密及其他机密资料和信息（以下简称“保密信息”）均应保守秘密；保密信息包括但不限于：技术或商业性质的信息、报价、客户信息、源代码、目标代码、技术、数据、系统账户、银行账户等。非经对方书面同意，任何一方不得向第三方泄露、给予或转让该保密信息。

Either Party shall keep confidential any of the other Party's trade secrets and other confidential materials and information that it may know or have access to due to execution or fulfillment of this Agreement (hereinafter "Confidential Information"). The Confidential Information shall include but not limited to any technical or commercial information, quotation, client data, source code, object code, technology, data, system account and bank account, etc. Neither Party A nor Party B shall disclose, give or transmit such Confidential Information to any third party without approval from the other Party.

3.各方应对本协议条款保密，未经对方书面同意不得披露，如发生泄密行为泄密方应向另一方承担赔偿责任。

The two Parties shall keep terms and conditions hereof confidential. Neither Party A nor Party B is allowed to disclose terms and conditions hereof without approval from the other Party. If either Party breaches this Article, the breaching party shall be liable for making compensation to the other party.

4.本条款在本协议终止后继续有效。

This Article shall survive the termination of this Agreement.

第九条 违约责任

Article 9 Breach of the Agreement

1. 除本协议另有约定外，任何一方直接或间接违反本协议的任何条款，或不承担或不及时、充分地承担本协议项下其应承担的义务即构成违约行为，守约方有权以书面通知要求违约方纠正其违约行为并采取充分、有效、及时的措施消除违约后果，并赔偿守约方因违约方之违约行为而遭致的损失。若违约方在收到守约方关于其违法行为的上述通知后 7 日内未纠正其违约行为，守约方有权在做出书面通知 5 日后提前解除本协议。

Unless otherwise agreed herein, if either Party, directly or indirectly, breaches any of the terms and conditions hereof, refuses or delays fulfillment of or not completely undertakes any of its obligations herein, such breach, refusal, delay or incomplete fulfillment shall constitute breach of this Agreement, in which case the non-breaching party shall have right to send a written notice to the breaching party demanding correction and complete, effective and timely measures on the breaching party's side to remove any and all results arising thereof and to recover losses that the non-breaching party suffers from the breaching party. If the breaching party fails to correct the breach within seven (7) days after the receipt of the aforesaid notice, the non-breaching party shall have right to terminate this Agreement five (5) days later after sending the aforesaid notice.

2. 除本协议另有约定外，在违约事实发生以后，经守约方的合理及客观的判断，该等违约事实已造成守约方签署本协议的目的实现从根本上成为不可能，则守约方有权在做出书面通知 5 日后提前解除本协议，违约方应赔偿守约方因违约方之违约行为而遭致的全部损失。

Unless otherwise agreed herein, if the non-breaching party makes rational and objective assessment following the breach hereof and justifies that such breach has made it impossible in any case to realize the purpose for what the non-breaching party executes the Agreement, the non-breaching party shall have right to terminate this Agreement five (5) days later after sending a written notice, and the breaching party shall compensate the non-breaching party for all losses arising therefrom.

第十条 协议的变更与转让

Article 10 Alteration and Assignment

1. 未经对方事先书面认可，任何一方不得变更本协议项下的任何内容。

Neither Party A nor Party B may alter any terms and conditions hereof without getting written approval from the other party.

2. 一方在未经对方事先书面许可的情况下，不得将其在本协议中的义务和权利转让给第三方。

Neither Party A nor Party B may assign its rights and obligations hereunder to any third party without getting written approval from the other Party.

第十一条 不可抗力

Article 11 Force Majeure

1. “不可抗力”是指任一方不能合理控制、不可预见或即使预见亦无法避免的事件，该事件妨碍、影响或延误任何一方根据协议履行其全部或部分义务。该事件包括但不限于政府行为、自然灾害、战争或任何其它类似事件。

“Force Majeure” shall refer to Acts of God or force of nature or similar events beyond the reasonable control of the Parties or either of them, and the performance of any obligations hereunder is prevented, hindered or delayed due to such event. The Force Majeure Event shall include but not limited to government act, natural disaster, war or any other similar event.

2. 出现不可抗力事件时，知情方应及时、充分地向对方以书面形式发通知，并告知对方该类事件对本协议可能产生的影响，并应当在合理期限内提供相关证明（不可抗力事件发生后 30 日内）提供该等事件的详细信息及由有关组织出具的解释受影响方因此无法履行全部或部分本协议项下义务的相关证明。

Where the aforesaid Force Majeure Event occurs, the Party knowing about such event shall send a written notice to the other Party in a timely manner stating the fact sufficiently and inform the other Party of any possible impact that such event may have on this Agreement and within a reasonable period (within thirty (30) days after the occurrence of such event) present evidence giving details of the event and other proofs offered by relevant organizations to explain that the event has made the affected party unable to fulfill the whole or any part of the obligations herein.

3. 因不可抗力不能履行协议的，根据不可抗力的影响，部分或者全部免除责任，但法律另有规定的除外。当事人迟延履行后发生不可抗力的，不能免除责任。

Where it is impossible to fulfill this Agreement due to a Force Majeure Event, the defaulting party will be exempted from obligations to the extent of the impact of such event, unless otherwise stipulated by applicable laws. This Article shall not apply to the circumstance under which the Force Majeure Event occurs after either Party delays

fulfillment of this Agreement.

第十二条 争议解决
Article 12 Settlement of Disputes

1. 双方就本协议内容或其执行发生任何争议，双方应进行友好协商。
Any dispute arising out of or in connection with the Agreement or the performance hereof shall be settled by both Parties through friendly consultation.
2. 协商不成的，任何一方均可将有关争议提交至香港仲裁委员会并按照其届时有效的仲裁规则仲裁。仲裁裁决是终局的，对双方均有约束力。
In the event that such dispute can't be settled through consultation, either Party may refer the dispute to Hong Kong Arbitration Commission to be arbitrated in accordance with the arbitration rules then in force. The arbitral award shall be final and binding upon the two Parties.

第十三条 其他规定
Article 13 Miscellaneous

1. 本协议正本一式肆份，双方各执贰份。具有同等法律效力。本协议附件为本协议的有效组成部分，与本协议具有同等法律效力，并完全受本协议条款约束。
This Agreement shall be signed in four (4) counterparts, with equal binding force for each, and the Parties shall each keep two (2) originals. Annexes attached hereto shall constitute an integral part of this Agreement and have the same legal binding force as this Agreement and remain fully subject to terms and conditions hereof.
2. 本协议未尽事宜，由双方协商决定。对本协议的任何修订，应由双方协商进行，并签订补充协议。补充协议作为本协议的一部分，与本协议具有同样法律效力。
Any matters that are not mentioned herein will be determined by the two Parties through consultation. No amendment hereto shall be made unless it is agreed by the two Parties through consultation and fixed by signing supplementary agreement, which will be an integral part hereof and has the same legal binding force as this Agreement.
3. 英文版协议法律效力优先于其它语言版本。
The English version of this Agreement shall prevail over any other language version hereof.

甲方:

Party A: AGAPORNI GAMES,
SL

乙方: 掌游天下(香港)科技有限公司

Party B: ZPLAY (HK) TECHNOLOGY CO.,
LIMITED

授权代表:

Authorized representatives:
Luis Miguel Bayort Gómez

授权代表:

Authorized representative:

甲方签字:

Signature of Party A:



乙方签字:

Signature of Party B:

甲方盖章:

Party A (seal):

乙方盖章:

Party B (seal):

AGAPORNI GAMES S.L.
CIF: B-90307711

日期: 年 月 日
Date: 13/02/2018

日期: 年 月 日
Date: