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11/21

CROWD FUNDING AGREEMENT

WHEREAS James Maliszewski ("the Creator") wishes to secure funds for the development and distribution of the Dwimmermount role-playing game module ("the Product");

WHEREAS Autarch ("the Company") has both experiences and resources available to secure crowd funding for the Product;

THEREFORE, this Agreement is entered into as of the November 21, 2011, between the Company and the Creator.

1. Kickstarter. In order to help the Creator secure funds for the Product, the Company agrees to use its existing Kickstarter account to promote the Product by way of a Kickstarter page ("the Crowd Funding Page").
2. Product, Rewards, and Goals. The Creator shall have authority over and responsibility for the development of the Product, as well as any rewards and goals offered to Kickstarter users in exchange for funds ("the Rewards and Goals"). The Company shall offer good faith advice and assistance in development of the Product and Rewards and Goals.
3. Mutual Promotion. During the term of the Agreement, the Creator and the Company shall cooperate in good faith to promote each other's brand and business, including but not limited to: (i) a public announcement of their cooperation on the project; (ii) a hyperlink on their respective websites to the Crowd Funding Page; and (iii) one or more blog posts on their respective websites detailing the progress of the Rewards and Goals. When complete, the Product shall (i) have an Autarch logo on its back cover and (ii) state that it is compatible with the *Adventurer Conqueror King Sytem*.™.
4. Transfer of Funds. The Company shall collect all funds received from the Crowd Funding Page on behalf of the Creator and remit them to Creator via check or wire within two (2) business days of receipt. Creator may specify check or wire at the time the transaction takes place.
5. Publication of Product. The physical and/or online distribution and publication of the Product and its associated bonus products is not within the purview of this Agreement. Should the Product be funded, Autarch shall publish and distribute the initial release of the Product through its existing channels upon its completion. The parties shall cooperate in good faith on publishing terms.
6. Intellectual Property. Company agrees that any and all intellectual property related to the Product, including any editing, writing, designs, developments and innovations, are the exclusive property of the Creator.

7. Confidentiality. The parties mutually acknowledge that during the engagement they will have access to and become acquainted with various trade secrets, innovations, designs, information, records and specifications owned or licensed by the other party, and/or used by the other party in connection with the operation of its business including, without limitation, game designs, product catalogues, and ship dates. The parties agree that they will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this Agreement.
8. Representations; Conflicts of Interest. The Creator represents and warrants (i) that he is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Creator and any third party; (ii) in rendering his duties shall not utilize any intellectual property, including but not limited to any design, development, improvement, innovation, trademark, or trade secret in which he does not have a proprietary interest; and (iii) any Work Product produced under this Agreement shall not contain slanderous or libelous materials.
9. Termination. Either party may terminate this Agreement at any time upon material default of the other party. In the event of termination by either party, Clause 4, 6, and 7, 10, and 12 shall survive this Agreement.
10. Independent Contractor. This Agreement shall not render the Creator an employee, partner, agent of, or joint venturer with the Company for any purpose. The Creator is and will remain an independent contractor in his relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Creator's income hereunder. The Creator shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
11. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
12. Choice of Law. The laws of the state of North Carolina shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. The parties hereby submit to the personal jurisdiction of the state and federal courts of North Carolina.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Autarch

By: 

Partner

James Maliszewski

By: 