



# castlepoint

## RETRO GAME STUDIO

### Paid Remote Contributor Agreement

Effective Date: [DD/MM/YYYY]

#### 1. Purpose

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This Agreement ("Agreement") establishes the terms under which castlepoint RETRO GAME STUDIO ("Studio"), an unregistered development project, retains the Paid Remote Contributor ("Contributor") to perform specified services as an independent contractor.

*In Layman's terms: This document explains who's working together, what work you'll do, and how you'll be paid, without creating an employer-employee relationship.*

#### 2. Parties

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- **Studio Representative:**
  - Name: [Your Name]
  - Email: [Your Email]
  - Discord: [Your Discord Handle]
- **Paid Remote Contributor:**
  - Name: [Contributor Name]
  - Email: [Contributor Email]
  - Discord: [Contributor Discord Handle]
  - PayPal: [Contributor PayPal Email]

*In Layman's terms: These are the individuals entering into this agreement — you as the contributor and the Studio organizer.*

#### 3. Relationship

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The Contributor is engaged as an independent contractor. Nothing in this Agreement creates any form of employment, joint venture, partnership, or agency relationship. The Contributor shall not be entitled to any benefits provided by the Studio to its employees and is solely responsible for all taxes, insurance, and statutory obligations arising from compensation received hereunder.

*In Layman's terms: You work for yourself, not as an employee, so you handle your own taxes, insurance, and don't get employee benefits.*

#### 4. Term

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This Agreement commences on the Effective Date and shall remain in effect for three (3) months, unless earlier terminated in accordance with Section 12. The term may be extended only by written agreement signed by both parties.

*In Layman's terms: The contract lasts three months unless one of us ends it early or we agree in writing to continue.*

#### 5. Scope of Work

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The Contributor shall perform services including but not limited to game design assistance, content creation, marketing support, and other tasks as reasonably assigned by the Studio Representative. The Contributor agrees to devote a minimum of 2.5 hours per week to such services and shall maintain accurate weekly time logs and deliverable summaries.

*In Layman's terms: You'll help develop and promote the game for at least 2.5 hours each week and keep a simple record of your work.*

## 6. Compensation

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**Base Payment:** The Studio shall pay the Contributor £100 per month via PayPal by the 20th of each month, conditioned on submission of a completed timesheet and satisfactory performance of the Scope of Work.

**Profit Share:** Fifty percent (50%) of Net Game Profits (gross revenue less platform fees, payment processing fees, taxes, and marketing expenses) shall be pooled and equally distributed among all eligible contributors monthly. The Contributor shall receive whichever amount is greater: £100 or the Contributor's equal share of profit distributions.

**Expenses:** The Contributor shall be responsible for all expenses incurred unless pre-approved in writing by the Studio Representative.

**Bonus for Extra Work:** Any additional compensation for work beyond the Scope of Work (e.g., special projects or overtime) must be agreed upon in writing in a separate agreement.

*In Layman's terms: You get £100 each month for your minimum work. If the game earns money, profits are split equally, and you get the higher of the two amounts. If you do extra work beyond your normal duties and want to be paid for it, we'll make a separate written agreement. You cover your own expenses unless we agree otherwise first.*

## 7. Taxes & Expenses

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The Contributor is solely responsible for payment of all federal, state, and local taxes, contributions, and insurance related to compensation. The Studio shall not withhold any taxes from payments made to the Contributor.

*In Layman's terms: You handle all your own taxes and fees — we pay you the full amount, and you sort out the tax side.*

## 8. Confidentiality

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The Contributor agrees to hold in strict confidence all Confidential Information disclosed by the Studio, both during and after the term of this Agreement, and not to disclose or use such information except as necessary to perform the Scope of Work. Confidential Information excludes information that is publicly available or rightfully received from a third party.

*In Layman's terms: Don't share any private Studio info with anyone else — keep it safe even after the contract ends.*

## 9. Intellectual Property

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All work products created by the Contributor pursuant to this Agreement shall be considered "work made for hire" and the exclusive property of the Studio. To the extent any rights do not vest automatically in the Studio, the Contributor hereby irrevocably assigns and transfers all right, title, and interest in such work products to the Studio, including all copyrights and moral rights.

**Additional IP Agreements:** Any modifications to intellectual property ownership, licensing, or co-ownership rights shall be documented in a separate written agreement signed by both parties.

*In Layman's terms: Anything you create for the project belongs fully to the Studio. If we decide you can use or own part of it, we'll write a separate agreement spelling out those details.*

## 10. Warranties & Indemnification

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The Contributor represents and warrants that all deliverables are original and do not infringe on any third-party intellectual property or violate any laws. The Contributor shall indemnify, defend, and hold harmless the Studio from any losses, liabilities, damages, or expenses arising from any breach of this representation.

*In Layman's terms: Make sure your work is original and won't get us sued — you'll cover any costs if it does.*

## 11. Limitation of Liability

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Except for liability arising from Contributor's indemnification obligations, neither party shall be liable for indirect, incidental, consequential, or special damages. The Studio's total liability under this Agreement shall not exceed the total compensation paid to the Contributor in the three months preceding the claim.

*In Layman's terms: Neither of us can claim big damages — at most, you'd get back what you were paid in the last three months.*

## 12. Termination

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- Either party may terminate this Agreement at any time with seven (7) days' written notice.
- The Studio may terminate immediately for material breach, including failure to meet minimum hours, breach of confidentiality, or unethical conduct.
- Upon termination, the Contributor shall promptly return all Studio property and confidential materials.

*In Layman's terms: We can end this at any time with one week's notice, or immediately for serious problems. If it ends, you give back anything Studio-related.*

## 13. Force Majeure

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Neither party shall be liable for failure or delay in performance due to circumstances beyond their reasonable control, including acts of God, government action, or internet outages.

*In Layman's terms: If something big and unexpected happens that neither of us can control, we won't blame each other for delays.*

## 14. Governing Law & Dispute Resolution

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This Agreement is not governed by the laws of any specific jurisdiction. The Parties acknowledge that no governing jurisdiction currently applies. In the event of a dispute, the Parties agree to first attempt to negotiate in good faith. If a mutually acceptable resolution is not reached within thirty (30) days, any unresolved dispute shall be submitted to binding arbitration, with the governing law and arbitration venue to be determined by written agreement of the Parties at that time.

*In Layman's terms: We haven't picked a country's laws to apply to this agreement right now. If there's a disagreement, we'll talk it out first. If we can't agree within a month, we'll use arbitration, and decide together later which laws and location apply.*

## 15. Miscellaneous

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- This Agreement constitutes the entire understanding between the parties; modifications require written consent.
- If any provision is unenforceable, the remainder stays in effect.
- Failure to enforce a provision does not waive future enforcement.
- This Agreement may be executed in counterparts, each of which is deemed an original.

*In Layman's terms: This document is final — changes must be written down. If one part is invalid, everything else still applies. Signing can happen in separate copies.*

### Studio Representative:

Signature:

Date: [DD/MM/YYYY]

### Paid Remote Contributor:

Signature:

Date: [DD/MM/YYYY]