

In order to protect certain confidential information that may be disclosed by "**Discloser**" (Finn Brice and/or any agent of Chucklefish LTD) to the "**Participant**" () of (), Participant agrees that:

1. The confidential information disclosed under this Agreement is described as: Any information pertaining to the project "Starbound" or any information deemed Internal by person or persons involved in any way with the project.
2. The Participant shall use the confidential information received under this Agreement for the purpose of: Working with Finn Brice in order to complete contracted work.
3. The Participant shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as the Participant uses it to protect its own confidential information of a like nature.
4. The Participant shall have a duty to protect only that confidential information which is (a) disclosed by DISCLOSER in writing and marked as confidential at the time of disclosure, or which is (b) disclosed by DISCLOSER in any other manner and is identified, as confidential at the time of the disclosure and is also summarized and designated as confidential in a written memorandum delivered to the participant within 10 days of the disclosure.
5. This Agreement imposes no obligation upon the Participant, with respect to confidential information that becomes a matter of public knowledge, through no fault of the Participant.
6. The Participant does not acquire intellectual property rights under this Agreement, except the limited right of use set out in paragraph 2 above.
7. DISCLOSER makes no representation or warranty that any product of business plans disclosed to the Participant will be marketed or carried out as disclosed, or at all. Any actions taken by the Participant in response to the disclosure of confidential information by DISCLOSER shall be solely at its risk.
8. The Participant acknowledges and agrees that the confidential information is provided on an AS IS basis.

9. DISCLOSER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DISCLOSER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION.

10. Upon DISCLOSER's written request, the Participant shall return to DISCLOSER or destroy all written material or electronic media and the Participant shall deliver to DISCLOSER a written statement signed by the Participant certifying same within 5 days.

11. All the parties do not intend that any relationship of agency or partnership be created between them by this Agreement.

12. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.

13. This Agreement is made under and shall be construed according to the laws of England, United Kingdom

14. This agreement will become invalid if DISCLOSER issues a new agreement of a similar nature to be agreed to by PARTICIPANT

By signing the line below with your full name, PARTICIPANT agrees to all of the above.

X _____

This COPYRIGHT ASSIGNMENT (the "Assignment"), dated _____, is
by and between _____ of

_____ an individual
(the “Assignor”), and Chucklefish LTD (hereinafter “Company”), an English limited company with a principal place of business located at 64 Southwark Bridge Road, London SE1 0AS, United Kingdom (the “Assignee”).

WHEREAS, Assignor has created and developed parts or part of a game engine, content or other objects (the “Work”) for Assignee to use in the **Starbound** computer game;

WHEREAS, the parties desire to clarify and to resolve any issue as the ownership of any and all Intellectual Property rights in the Work; and

NOW THEREFORE, in consideration of the above mutual covenants and premises, the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Assignor, the parties agree as follows:

1. “Intellectual Property Rights” shall mean all preexisting and present interests related to the Work, including but not limited to, all copyrights, rights in confidential information, know-how, and other worldwide intellectual property rights associated with ideas, designs, concepts, works of authorship, editorial revisions, pictorial, graphic or audio/visual works, as well as all other intellectual property interests accruing by reason of international conventions and any moral rights pertaining thereto.
2. Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee, in perpetuity (or for the longest period of time otherwise permitted by law) all right, title, and interest in and to the Work including but not limited to all copyright and other Intellectual Property Rights therein, and agrees that Assignee shall be deemed to own all right, title, and interest in and to the Work as of the date the Work was created and fixed in any tangible medium of expression. Assignor further agrees that Assignee shall have the right to register any and all such trademarks, service marks, and copyrights in Assignee’s own name and to seek all other legal protections for any and all of such Work in Assignee’s own name, including but not limited to the right to prosecute and defend all copyright rights worldwide and the right to recover for

past, present, and future infringement thereof, and the right to create and register any derivative works so created. The foregoing grant shall include the right to exploit any proprietary rights in the Work, including, but not limited to, rights under copyright, trademark, service mark, or patent laws under any relevant jurisdiction. The herein Assignment gives Assignee the perpetual, irrevocable, exclusive, unrestricted, and worldwide right to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly publish, perform or display the Work, in whole or in part, in any manner or medium, now known or hereafter devised, for any purpose. Assignor waives the right to inspect or approve any changes or editions to the Work, or to any derivations or derivative works of the Work, and acknowledges that Assignee has the right to change and/or use the Work in any way, shape or form, for whatever purpose, and in any manner, medium or form, whether now known or hereafter devised.

Further Assurances: Assignor agrees at Assignee's reasonable request to execute and deliver such further conveyance agreements, and to take such further action, as may be necessary or desirable to evidence more fully the transactions described in this Agreement. Without limiting the generality of such undertaking, Assignor agrees:

- a. To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Intellectual Property Rights;
- b. To provide testimony and other evidence in connection with any proceeding affecting the right, title, or interest of Assignee in the Intellectual Property Rights; and
- c. To perform any other acts deemed necessary to carry out the intent of this Agreement.

Recordings: An executed copy of this Copyright Assignment may be filed with the U.K. Copyright Office by either party at any time.

Merger: This Assignment constitutes the entire agreement of the parties. It supersedes any and all prior agreements, written or oral. This Assignment may be modified only with the written consent of both parties.


Choice of Law: The validity, construction, and performance of this Assignment shall be governed by the substantive law of England, United Kingdom, without regard to the conflict of law provisions therein. The parties agree that jurisdiction and venue of any action arising out of this Assignment shall be located in London, United Kingdom.

Successors and Assigns: This Assignment binds and benefits the parties and their respective successors and assigns.

Severability: If any provision of this Assignment is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.

Counterparts: This Assignment may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinbefore specified:

X , **Chucklefish LTD**

Date: _____

X _____

Date: _____