

B.Brothers Publishing Intellectual Property License Agreement

This License Agreement ("Agreement") is entered into by and between B.Brothers Publishing, hereinafter referred to as "B.Brothers," and the party or parties accepting the terms of this Agreement, hereinafter referred to as "Licensee."

1. Grant of License

1.1. B.Brothers grants Licensee a non-exclusive, revocable license to use its Intellectual Properties ("IPs") under the following terms and conditions:

1.1.1. Licensee may use B.Brothers's IPs only with explicit approval from B.Brothers to publish and sell a singular product per agreement of the license. This approval must be obtained before any production or sale activities commence. Any usage of the IPs beyond the scope of this agreement requires separate approval.

1.1.2. B.Brothers reserves the right to revoke Licensee's access to the license for any reason, at its sole discretion. Upon termination of the license, Licensees must immediately cease production, distribution, and merchandise of the product created under the agreement of the license. Failure to comply with this requirement may result in legal action.

1.1.3. Licensee shall grant B.Brothers access to review pre-production and final projects utilizing the licensed IPs. B.Brothers may request changes to the project to better align with the IPs' canon and brand. Licensee must accommodate these requests within a reasonable timeframe.

1.1.4. B.Brothers retains the right to veto any project utilizing the licensed IPs for any reason before publication. Additionally, B.Brothers reserves the right to terminate products after publication if they are found to be inconsistent with the IPs' canon or brand, or for any other valid reason determined by B.Brothers.

1.1.5. In the event of project termination, B.Brothers shall receive 20% of the revenue generated by the project unless the project is terminated due to Licensee being blacklisted. This provision ensures that B.Brothers is compensated adequately in case of project termination, while also discouraging blacklisted activities by Licensee.

1.1.6. If Licensee is blacklisted, B.Brothers shall receive 150% of the revenue generated by all the projects Licensee has been part of under the use of this license. Additionally, all projects associated with the license must be immediately terminated, and distribution and merchandise of all licensed products must cease without delay. This provision ensures that B.Brothers is compensated adequately for

any projects associated with Licensee in case of blacklisting, while also enforcing the immediate cessation of all activities related to the license.

1.1.7. Licensee grants B.Brothers access to IPs created under the license for any publication purposes. Furthermore, other licensees may access these IPs for their projects once approved by B.Brothers. This provision promotes collaboration among licensees and ensures that IPs created under the license can be utilized effectively within the established IP universe.

1.1.8. Merchandising rights for products created under the license shall be held jointly by B.Brothers and Licensee. Licensee must obtain approval from B.Brothers for all merchandise associated with the license. This joint ownership ensures that both parties have a say in the merchandising of products, maintaining the integrity of the licensed IPs and brand.

1.1.9. Products published under the license shall become canonical within the established IP universe and thus are expected to respect the canon of the setting. This provision ensures consistency and coherence within the IP universe, maintaining the integrity of the storyline and characters across all licensed products.

1.1.10. A crossover clause allows projects to exist outside of the canonical universe without penalties for termination, but they are still subject to other terms of the license. The penalty for being blacklisted still applies to crossovers. This clause provides flexibility for creative exploration while ensuring that the consequences of blacklisting remain consistent across all types of projects under the license.

2. Revenue Share and Responsibility

2.1. Licensee shall retain 100% of the revenue generated by projects utilizing the licensed IPs but assumes full responsibility for their success and to finance their projects. This means that Licensee is solely responsible for funding and managing the production, marketing, and distribution of the projects. Additionally, Licensee must ensure that the projects meet quality standards and adhere to the terms of the license agreement.

3. Legal Responsibilities

3.1. Licensee is solely responsible for any legal issues arising from the use or misuse of the licensed IPs. Licensee must ensure that all usage of the IPs complies with applicable laws and regulations, including copyright laws. Any copyright infringements or other legal violations will result in immediate consequences, including potential blacklisting from future licensing agreements.

3.2. B.Brothers shall not be held liable for any legal disputes related to the licensed IPs, this includes disputes between licensed IPs and other IPs as well as internal conflicts of interest between licensees in a single project. B.Brothers will not intervene in legal disputes involving the licensed IPs unless required by law. Licensees are encouraged to resolve any disputes among themselves and to seek legal counsel if necessary.

4. Termination and Amendments

4.1. B.Brothers reserves the right to amend or remove items from the license, subject to penalties as outlined in this Agreement. This means that B.Brothers has the authority to modify the terms of the license agreement to better suit the needs of both parties. Any changes made to the license will be communicated to the Licensee in writing.

4.2. Removal of items from the license post-production incurs a heavy penalty as described above. If B.Brothers decides to remove any items from the license after production has begun, Licensee will be subject to a substantial penalty. This penalty is imposed to discourage Licensee from deviating from the agreed-upon terms of the license.

5. Approval Process

5.1. Every product must be reviewed by a representative of B.Brothers twice before publication to be granted the license. Once at the start of the project and once just before publication. The B.Brothers hold the right to pause development and demand changes at both stages of production. This process ensures that all projects utilizing the licensed IPs meet the quality standards and align with the brand and canon of B.Brothers. Licensees must accommodate any requested changes to ensure compliance with the license agreement.

5.2. Licensees are allowed to contact the B.Brothers more than twice to ensure that their project remains within the scope of the license. Licensees are encouraged to maintain open communication with B.Brothers throughout the development process to address any concerns or questions that may arise.

5.3. As part of the license approval process, the licensee is expected to provide a final copy of the published material to the B.Brothers after publication to ensure that it has not changed beyond the scope of what was approved in the final review before publication. This final review helps to verify that the published material adheres to the agreed-upon terms of the license and maintains the integrity of the licensed IPs.

6. Scope of License

6.1. This license applies to all products created by B.Brothers and encompasses all product types, granting the licensee the ability to utilize any Intellectual Properties (IPs) created by B.Brothers. This provision provides the licensee with broad access to B.Brothers's IPs, enabling them to incorporate these IPs into various product types and projects. It ensures that the licensee has the flexibility to explore diverse creative opportunities while adhering to the terms of the license agreement.

6.2. This license agreement also allows the licensee to use the IPs created by previous users of the license agreement as per the clauses 1.1.7 and 1.1.9. This provision expands the scope of available IPs to include those previously utilized under the same license agreement, fostering a collaborative environment among licensees and encouraging the continued development of the licensed IPs.

6.3. Licensee must still obtain approval for any project. Projects are classified as singular products such as a novel, a film, or a video game. Special consideration will be given to serial projects such as a television series or a novel series, as well as additions to the project such as downloadable content (DLC) for a video game. However, each instance must still undergo the review process outlined in sections 5.2 and 5.3, ensuring that all projects meet the standards set forth by B.Brothers.

6.4. This license is not necessary for any project that falls under fair use, and B.Brothers are not required to be contacted for such projects, nor do they need to respond to such requests. Projects falling under fair use are exempt from the license agreement and may be utilized by the licensee without approval or involvement from B.Brothers. This provision ensures that projects falling within the fair use doctrine are not encumbered by unnecessary licensing requirements.

7. Licensee Obligations

7.1. As part of the license, the licensee agrees to take on the following responsibilities that lie outside of the product created to ensure that the B.Brother Brand remains in good standing with the fans.

7.2. Licensee is obligated to credit the creators of the B.Brothers, Edgar Pelka Barreto and Oscar Pelka Barreto, in the credits of their products. Additionally, a thank-you letter of at least 100 words must be included at the start of the product, expressing gratitude to the B.Brothers for allowing them to use the license. Failure to comply with this requirement will result in immediate termination of the license.

7.3. Licensee is obligated to maintain positive relations with the fans of the B.Brothers. This includes refraining from insulting fans, taking their concerns seriously, and maintaining a courteous and respectful tone when interacting with fans. Failure to adhere to these guidelines will result in blacklisting.

7.4. Licensee is obligated to uphold the brand reputation of the B.Brothers. This entails refraining from directly insulting or defaming the company, its employees, or owners, and from making disparaging remarks about the company. In the event of legal disputes or dissatisfaction with the conduct of the B.Brothers, the licensee must handle the matter discreetly, keeping all correspondence private. Failure to comply with these obligations will result in immediate blacklisting.

7.5. The B.Brothers reserve the right to contact the licensee regarding potential damages to the brand and may request that the licensee reverse a decision and issues an apology statement to prevent harm to the B.Brother brand. The licensee is expected to comply with such requests promptly. Failure to comply will result in blacklisting.

7.6. As part of the B.Brother brand, the licensee is expected to show respect to all races, religions, and sexualities, with particular emphasis on Christianity, Caucasians, and Heterosexuals. The licensee is required to ensure that members of these groups do not feel marginalized or excluded from the community.

7.7. The licensee is expected to protect the community and the IPs of the B.Brothers. This includes gatekeeping the community from individuals who seek to alter the canon of the IPs, exclude other members from the community for unjustifiable reasons, or join the community with ulterior motives.

7.8. In line with 7.7, the B.Brothers may contact the licensee to request the removal of individuals from the licensee's outreach program with the community, such as community managers or social media moderators, if they are found to be harming the brand. The licensee is expected to promptly disavow and remove these individuals from the project. Failure to do so will result in blacklisting.

7.9. Similarly, as per 7.7, the B.Brothers may contact the licensee to prevent communication or agreement with individuals whom the licensee is expected to keep out of the community. The licensee must comply with this request and immediately sever communications with said individuals. Failure to comply will result in blacklisting.