



**Games Industries**

**Supplementary Intellectual Property Questionnaire**

1. All questions must be answered giving full and complete answers.
2. Please ensure that this Form is Signed and Dated.

**London Australia Underwriting Pty Ltd**

Suite 201, 272 Pacific Highway  
Crows Nest  
Australia 2065

t 02 8912 6400

[www.lauw.com.au](http://www.lauw.com.au)

**Before commencing, please stipulate whether your answers are provided in respect of:**

- a) A single specific gaming release / title?  Yes  No  
If Yes, please stipulate title(s) to be covered:

- b) All games which you release / work upon?  Yes  No  
If Yes, please briefly describe the typical genre of game you specialise in:

**Provided below are supplementary questions designed to provide our underwriters with a better understanding of your current IPR (Intellectual Property Rights) risk management procedures. Within the "Additional Notes" section towards the end, you are encouraged to expand any answers where necessary, or provide additional information.**

1. Are any of your games developed under a third-party licence agreement (i.e. where the primary IPR used in the game are owned/licensed by a third party)?  
 Yes  No
2. If yes, do you have a written agreement with the licence owner in each case covering your development of the game and your exploitation of such rights?  
 Yes  No
3. If yes, do your agreements contain an indemnity from the licence owner against any claims that use of their IPR, as agreed, infringes any third party IPR?  
 Yes  No
4. Are any of your games developed based upon a brand that you have created internally (i.e. an original concept game)?  
 Yes  No
5. If yes, have you registered all relevant domain names, trademarks, and design rights in all jurisdictions you anticipate the game being sold in?  
 Yes  No
6. Do you use any third party companies to design and/or develop games, or any parts of their content (including music, scripts, and artwork), for you?  
 Yes  No

7. If yes, do you have written agreements in place with all of these third parties covering the development arrangement?
- Yes                       No
8. If yes, do these agreements either assign all IPR to you, or grant you a licence to do everything you want with the game?
- Yes                       No
9. If yes, do these agreements contain an indemnity from the developer against any claims that use of any work done by them as agreed infringes any third party IPR?
- Yes                       No
10. If yes, do you require all third party developers to carry their own professional indemnity insurance?
- Yes                       No
11. Do you use any third party advertising or product placement in any of your games?
- Yes                       No
12. If yes, do you have an agreement in place with the relevant product owner that clearly details the use of their IPR within the game?
- Yes                       No
13. Do you use any third-party secondary IPR within any of your games (e.g. music soundtracks, sports star names and images, sports stadiums or track designs, elements of movie scripts, digitised photos, video clips, voice clips, trademarks, etc.)?
- Yes                       No
14. If yes, do you have a written agreement with all third-party owners detailing the basis upon which the content can be used within your game (please provide further details within the notes section)?
- Yes                       No
15. Does your QA process include a step for ensuring that all third-party intellectual property rights are being used in accordance with the written agreements that you have negotiated?
- Yes                       No
16. Do you ensure that all third-party rights owners sign-off game content prior to official release?
- Yes                       No
17. Do you have a formal process in place for training and informing all staff of relevant IPR infringement issues, rules, and laws (if yes please detail in notes section)?
- Yes                       No
18. Do you examine or respond to unsolicited game ideas without the use of appropriate legal disclaimers?
- Yes                       No

19. Do you employ a specific person, appropriately qualified and experienced in the games industry, to manage and sign-off all IP issues?

Yes  No

20. Do you use a third party law firm to advise on and manage potential IP issues associated with your games and their content (if yes, please provide further details in the notes section and append any relevant legal opinions)?

Yes  No

21. Does your publisher, distributor, or mobile operator assume responsibility for quality assurance and IP checking prior to game release (if yes, please provide further details of their process in the notes section)?

Yes  No

22. Does your games/apps offer loot boxes?

Yes  No

23. If "yes" to Q22 above, are you aware of the jurisdictional laws surrounding loot boxes?

Yes  No

24. Do you engage external legal counsel on the laws surrounding loot boxes?

Yes  No

25. What are your general risk management approach to loot boxes?

26. Are Data back-ups air-gapped (data backed up on a computer that is separate to the network which has no internet accessed)?

Yes  No

Additional Notes:

**DECLARATION**

I/We declare that the above answers, statements, particulars and additional information are true to the very best of the knowledge and belief of the **Proposer**. After full enquiry, I/We also confirm that I/We have disclosed all information and material facts that may alter the Underwriters' view of the risk, or affect their assessment of the exposures they are covering under the policy. I/We understand that all answers, statements, particulars and additional information supplied with this proposal form will become part of and form the basis of the policy.

Signature of Principal / Partner / Director:

**X**

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Print Name

Date

Company Name