

NARA MAKES GAMES VS INCUBE8 GAMES

(Anthony Wallace)

(Olivier Lemire / Retro Modding Inc.)

Development and Publishing Agreement for "The Mayor of Sanctuary" signed on April 5, 2022

1. Incube8 Games failed to deliver the very first advance payment (\$2,000 USD), which was contractually stipulated to be delivered by April 5, 2022. It was not received until April 11, 2022 and only after I asked them about it.
2. Incube8 Games failed to deliver the second advance payment (\$1,500 USD) on the stipulated date of June 1, 2022. It was received on June 8, 2022, again only after I asked them about the delay.
3. The third and final advance payment (\$1,500 USD) was stipulated for September 1, 2022. It was received on September 3, 2022.
4. Development of the physical release assets for "The Mayor of Sanctuary" was to take place at the end of 2022 and the game was to be ready for beta testing by January 1, 2023. After many delays on Incube8 Games' end and long lapses in communication from them, I sent a detailed letter on July 26, 2023 outlining my concerns and indicating that I would like to end the license agreement to pursue other release options. Incube8 responded to my letter with apologies and expressed their dedication to release the game and make up for the many mistakes on their end. They even offered compensation for the delays and trouble caused. But when I inquired what compensations were being offered, they back-tracked on these promises and eventually said they could offer no compensation.

"The Mayor of Sanctuary" presale began September 15, 2023 & official release date was December 15, 2023.

5. Incube8 Games changed the price of both the physical and digital editions of "The Mayor of Sanctuary" more than once without discussing it with me. The prices of the game were agreed and outlined in the ADDENDUM NO. 1 TO THE GAME DEVELOPMENT AND PUBLISHING AGREEMENT signed on August 24, 2023.
6. Incube8 Games did not deliver a full breakdown of the cost of production and game sales statistics for "The Mayor of Sanctuary" at the very first contractually obligated reporting date of February 2024. Incube8 Games delivered incomplete and fraudulent information on March 5, 2024. They claimed that I had not yet earned royalties, but failed to offer a report to support these claims.
7. Incube8 Games has never reported full and accurate cost of production or sales statistics for "The Mayor of Sanctuary", and did not report on any of the subsequent contractual reporting dates. All financial statistics provided were either incomplete or blatantly fraudulent. They always calculated their statistics at a 50% cost to 50% profit ratio. Accurate accounting would result in precise percentages and dollar amounts, and generalized numbers would result in thousands of dollars of lost royalties. My own calculations, using their provided numbers, placed the cost of production closer to 40% per unit, and showed thousands of dollars of lost royalties.
8. In response to my scrutiny, Incube8 Games removed my ability to monitor sales numbers and actual revenue for "The Mayor of Sanctuary" on May 6, 2024. The statistics on the vendor payout website differed greatly from the information they provided, and conflicted with their claims that the game never made a profit. I provided evidence for thousands of dollars of unaccounted for money, which they dismissed.
9. I have never received a single royalty payment for sales of "The Mayor of Sanctuary". Ever.
10. Incube8 Games was offered a mutual severance agreement on May 16, 2024, which would require them to discontinue sales on June 1, 2024 and mutually agree to terminate the license agreement without surviving terms or anything owed by either party. They rejected the offer immediately via their lawyer and threatened to sue me for unauthorized publicity.
11. Due to the above blatant and extreme breaches of contract on Incube8 Games' part, and the irreparable private and public dispute, I informed Incube8 Games that I formally end all business relations and communications, and they did not have my consent to continue to sell the "The Mayor of Sanctuary". This was my final communication to Incube8 Games on May 17, 2024.
12. Incube8 Games continued to sell "The Mayor of Sanctuary", both physical and digital editions, without my consent, without reporting, and without royalty payments until September 22, 2024 when their website service Shopify determined that Incube8 Games / Retro Modding Inc. broke the Digital Millennium Copyright Act. Shopify forcibly removed all listings of the game from the Incube8games.com website.
13. On October 17, 2024, Incube8 Games contested the DMCA claim through Shopify, which would allow them to continue to sell the game unless I could provide evidence of a filing of legal action seeking a court order.
14. To date, Incube8 Games will have collected over \$85,581.85 USD in the name of my video game. And if their provided \$33,372.03 USD cost of production number is to be trusted, that is \$52,209.82 USD+ in profit collected in my name with zero royalties ever paid (digital units unknown).
15. All decisions to intentionally steal "The Mayor of Sanctuary" and all money generated from the sales of my video game were made by Olivier Lemire, the owner of Retro Modding Inc. / Incube8 Games. He has been told directly that he does not have my consent to continue selling the game, but he has chosen to violate copyright law and brashly steal money from me and my family. This means that he has also stolen the 3+ years of development time and \$7000USD+ of my own personal money spent working on the game, hurt the game and my reputation in the game community, and adversely affected my confidence to continue my dreams of being a successful game developer.