

CONFIDENTIALITY AND NON-DISPARAGEMENT AGREEMENT

This Confidentiality, and Non-Disparagement Agreement (the “**Agreement**”), dated as of 24 May 2022 (“**Effective Date**”), is made and entered into by and between Rockstar Games, Inc. (the “**Company**”), a wholly-owned subsidiary of Take-Two Interactive Software, Inc. and the undersigned (“**You**” or “**Your**”). As used in this Agreement, the term “**Company**” shall mean the Company, collectively with all its parents, subsidiaries, divisions, affiliates, related and/or associated entities.

NOW, THEREFORE, in exchange for and in consideration of the Company granting you access to its premises, the opportunity to apply for an assignment with the Company, the mutual covenants and promises herein, other good and valuable consideration, and with the intention of being legally bound, You agree that:

1. Confidential Information:

- a. **Confidential Information:** The term “**Confidential Information**” shall mean any and all information (whether in written, oral, electronic, digital or other form) which is developed, compiled or acquired by or on behalf of the Company, other than such information that is or later becomes publicly known and made generally available through no wrongful act or omission of You or of others under confidentiality obligations as to the information involved. Confidential Information includes not only information that is directly disclosed to You by the Company, but also may include certain information that is otherwise created, made, developed, conceived, discovered, produced, completed, learned, reduced to practice, or acquired by You. Confidential Information is to be broadly defined, and shall include all information that has or could have commercial value or other utility and all information that could be harmful to the interests of the Company if disclosed without authorization. Without limiting the generality of the foregoing, Confidential Information includes information relating to: (i) business, financial, legal, regulatory, personnel or operational matters; (ii) employees, clients, customers, licensees, licensors, suppliers or business partners; (iii) intellectual property, trade secrets, passwords, know-how, inventions, patents, patent applications, business methods, trademarks, service marks, goodwill, domain names, trade dress, copyrights, discoveries, techniques, processes, procedures, standards, ideas, technical information and specifications, testing methods, research and development techniques and activities; (iv) past, present or future products or services; (v) video game elements, including proprietary software code (source and object code), designs, drawings, game jackets, game advertisements, written work including code comments, flowcharts, display mock-ups, wire frames, and the like concerning proprietary software code, genre, dialogue, characters, characterizations and storylines; (vi) product sourcing, customer lists and prospects, pricing policies, selling and servicing, promotion and marketing plans and game release timing or details; and (vii) information that the Company identifies or treats as Confidential Information or that You know or should reasonably know is Confidential Information.
- b. **Third Party Information:** Confidential Information shall also include information provided to the Company by third parties to whom the Company owes a duty of confidentiality regarding such information (“**Third Party Information**”).
- c. **Confidential Information Exclusions:** Confidential Information shall not include information that: (i) was rightfully in Your possession prior to the Company’s disclosure of such information to You; (ii) becomes rightfully known to You, free of any restrictions, from a source other than the Company who may rightfully disclose such information; or (iii) is developed independently by You without reference to, use of, or access to any Confidential Information and without violation of this Agreement.


- d. **Non-Disclosure and Non-Use of Confidential Information:** You shall not disclose or use any Confidential Information, at any time, except to the extent such disclosure or use is expressly authorized in writing by the Company. In the case of Third Party Information, You shall also ensure that any such disclosure or use is consistent with the Company's agreement with the respective third party (e.g., restrictions on the use of certain licensed technologies).
 - e. **Protection of Confidential Information:** You shall take all appropriate measures to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. You shall immediately notify the Company upon discovery of any unauthorized disclosure or use of Confidential Information, and You shall cooperate with the Company in every reasonable way to help the Company regain possession of the Confidential Information and to prevent its further unauthorized disclosure or use.
 - f. **Legally Required Disclosure of Confidential Information:** In the event You are legally required to disclose Confidential Information pursuant to a court order, subpoena or other valid legal process or authority, You shall: (i) provide prompt written notice and copies of all supporting documentation to the Company prior to making any disclosure; (ii) cooperate with the Company's efforts to oppose or otherwise limit any disclosure; and (iii) use his or her best efforts, including all available legal protections (e.g., filing documents under seal), to make any required disclosure in such manner as to maintain the confidentiality of such information. Notwithstanding the foregoing, You shall continue to treat such information as Confidential Information with respect to any other disclosure or use.
2. **Non-Disparagement:** You agree that You shall not, at any time, directly or indirectly disparage the Company or request, instruct, induce, encourage, authorize or assist others to do so. For the purposes of this Agreement, "***disparage***" shall include making or publishing any statement or other content, whether in written, oral, electronic, digital or other form, truthful or otherwise, which may reasonably be expected to adversely affect the business, public image, reputation or goodwill of the Company, including, without limitation, its operations, its employees, directors or related persons, and its past, present or future products or services. You acknowledge and agree that this prohibition includes, without limitation, making or publishing any such statements or other content on blogs and microblogs (such as Twitter), personal websites and web pages, social and professional networking sites (such as Facebook or LinkedIn), message boards, discussion forums, wikis and other interactive sites, social bookmarking services (such as Digg), and video and other content sharing sites (such as YouTube). Notwithstanding the foregoing, it shall not be a violation of this Section for You to truthfully and accurately (i) testify pursuant to any lawful court order or valid subpoena, (ii) cooperate with a governmental agency investigation, or (iii) respond to or provide disclosures as otherwise required by law.
3. **Return of Company Property and Materials:** Should You come into possession of any Company Property or Company Materials (as defined herein), upon request by the Company, You agree that You shall promptly: (a) return to the Company any and all such Company Property including but not limited to electronic devices and equipment, corporate credit cards, and building keys and access devices; and (b) destroy or return to the Company, as directed by the Company, any and all Company Materials and all copies thereof, regardless of whether such materials or copies are in written, oral, electronic, digital or other form, including but not limited to Confidential Information, Work Product and any and all other documents, records, data, notes, notebooks, reports, files, correspondence, proposals, lists, price lists, accounting information, project and future project information, statements of direction, employee rosters or lists, customer and prospective customer lists, specifications, programs, drawings, blueprints, sketches, photographs, charts, wire frames, and any other materials that otherwise belong to the Company, whether or not such Company Materials contain Confidential Information.

4. **Rights and Remedies:** If You breach, or threaten to breach, this Agreement, the Company shall have the following rights and remedies, each of which rights and remedies shall be independent of the others and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity.
 - a. **Injunctive Relief:** You hereby acknowledge and agree that: (i) any breach or threatened breach of this Agreement would cause irreparable harm or injury to the Company; (ii) monetary damages would not provide an adequate remedy to the Company; (iii) the Company shall be entitled to preliminary and other injunctive relief, an order for specific performance of this Agreement, and other equitable relief; and (iv) no undertaking, bond or other security shall be required in order to obtain such equitable relief (unless mandatory under applicable law).
 - b. **Accounting:** You shall account accurately for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits derived or received by You as the result of any breach or threatened breach of this Agreement.
 - c. **Indemnification:** You shall defend, indemnify and hold harmless the Company from any and all claims, proceedings, losses, liabilities, damages, costs and expenses of any kind or nature whatsoever (including without limitation the Company's reasonable attorneys' fees) made against or incurred by the Company, which arise from or are related to any breach or threatened breach of Your obligations, representations, warranties or covenants set forth herein.
5. **Miscellaneous:**
 - a. **Governing Law and Jurisdiction:** The validity, construction, interpretation and legal effect of this Agreement shall be governed by the laws and judicial decisions of New York and the United States without regard to principles of conflicts of law. You agree to and hereby do submit to the exclusive jurisdiction and venue of any state or federal court of record located in the County of New York, New York. You irrevocably waive any objection to such jurisdiction and venue and irrevocably waive the right to seek dismissal or transfer on the grounds of lack of in personam jurisdiction, improper venue, forum non-conveniens or similar grounds.
 - b. **Construction:** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.
 - c. **Waiver:** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
 - d. **Modifications:** This Agreement may not be amended or modified except by an agreement in writing signed by each party or a duly authorized representative of each party.
 - e. **Severability:** If any provision (or part thereof) of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable for any reason, said provision (or part thereof) shall be reformed to the fullest extent possible to reflect the intent of the parties or, if it cannot be so reformed, severed from this Agreement; in either case, without affecting the validity or enforceability of the remaining provisions or the validity or enforceability of said provision (or part thereof) in any other jurisdiction.

- f. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures transmitted electronically or via facsimile shall be deemed originals for all purposes.
- g. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence and communications between the parties. There are no obligations, representations, warranties or covenants with respect to the subject matter hereof except as set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the dates set forth below.

AGREED TO AND ACCEPTED:

Shantanu Shripad Mane
Name: _____
Signature: 
Date: 24 May 2022

ROCKSTAR GAMES, INC.

By: _____
Name: _____
Title: _____
Date: 24 May 2022