

AGREEMENT REGARDING DISCLOSURE OF INFORMATION

THIS AGREEMENT REGARDING DISCLOSURE OF INFORMATION (the "Agreement") is entered as of the date indicated herein (the "Effective Date") by and between UBISOFT ENTERTAINMENT SWEDEN AB which principal office is located at Drottninggatan 34 - SE- 211 41 Malmö – Sweden, its parent company, affiliated companies and subsidiaries ("UBISOFT"), and

Name	Shantanu Shripad Mane
Name of company (if any)	Interview Guest
Personal Address or Company Address (if any)	
Company Registration Number (if any)	N/A
Personal phone number or Company phone number (if any)	
Social security number	N/A

the ("Receiving Party") (collectively referred to herein as the "Parties" and individually as the "Party")

UBISOFT wishes to disclose to Receiving Party certain information and ideas considered to be confidential regarding UBISOFT's current and future technology and projects and/or business plans and opportunities for the purpose of discussing a possible business relationship/transaction between the Parties in connection with the following purpose (hereinafter the "**Purpose**"):

THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows:

- "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information disclosed by UBISOFT prior or after the Effective Date to the Receiving Party, regardless of form, proprietary or maintained in confidence by UBISOFT**, and shall include, without limitation: (a) discoveries, ideas, concepts, trade secrets, drawings, works of authorship, trademarks, inventions, know-how, technologies, tools, analysis, process data, schematics, methods, design, software programs, source code, object code and related documents; (b) information regarding research, development, service offerings and products, contracts, schedule, operations, procedures, marketing techniques, strategies, marketing and selling plans, business plans, budgets and unpublished financial statements, financial information, arrangements, prices and costs, suppliers and customers, and other business data; (c) the existence of any business discussions, negotiations or agreements between the Parties including the existence of this Agreement; (d) any information pertaining to UBISOFT's games (the "Games") concept and content, including but not limited to the storyline, the gameplay, the characters, the artwork, sequences, screenshots and/or drawings of the Games, the Games releases date, chats, forums content, certain gamers' information and more generally any information about the live operation of the Games, (e) products under development (including related text, content, builds, game documentation, guidelines) and (f) any information or element heard or seen in the UBISOFT's premises.
- The Receiving Party agrees that it shall disclose Confidential Information of UBISOFT only to those, if any, of its employees, contractors or agents who need to know such Confidential Information for the Purpose and who have agreed in writing to be bound by terms and conditions** substantially similar to, and no less restrictive with respect to limitations on use and disclosure than, those of this Agreement.
- The Receiving Party agrees that it shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information, and represents that it exercises at least reasonable care to protect its own confidential information. Except as otherwise expressly provided in this Agreement, the Receiving Party shall not, directly or indirectly, (i) use, copy or disclose, or authorize or permit the use, copy or disclosure of any Confidential Information in whole or in part in any manner or to any person, firm, enterprise, organization, corporation or entity (ii) alter, modify, disassemble, reverse engineer or decompile any of the Confidential Information; (iii) use any Confidential Information obtained from UBISOFT to its competitive advantage or to any other means or purpose other than the Purpose. **All Confidential Information furnished to the Receiving Party shall be used solely in connection with the Purpose.**
- The Receiving Party's obligations under this Agreement with respect to any portion of the Confidential Information shall terminate when the Receiving Party can document that such Confidential Information: (a) was in the public domain at the time it was communicated to the Receiving Party hereunder; (b) entered the public domain subsequent to the time it was communicated to the Receiving Party hereunder through no fault of the Receiving Party; (c) was in the Receiving Party's possession, free of any obligation of confidence, at the time it was communicated to the Receiving Party hereunder; (d) was rightfully communicated to the Receiving Party by a third party, free of any obligation of confidence, subsequent to the time it was communicated to the



Receiving Party hereunder. In addition, the Receiving Party may disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either Party under this Agreement; provided, however that the Receiving Party shall provide UBISOFT with prior written notice of any such disclosure in order to allow contest such order. In any such event, the Receiving Party will disclose only such Confidential Information as is legally required and will exercise reasonable efforts to obtain confidential treatment for any Confidential Information being disclosed.

5. **All Confidential Information and materials, if any, furnished to the Receiving Party under this Agreement shall remain the property of UBISOFT and nothing contained herein shall be construed as granting the Receiving Party any rights with respect to the Confidential Information disclosed.**
6. Upon UBISOFT's request, the Receiving Party shall promptly return to UBISOFT all documents and any tangible material or medium containing or representing such Confidential Information, including all copies, notes, summaries, and abstracts thereof. Notwithstanding the cessation of discussions, or the successful completion of a potential business relationship, Confidential Information shall remain confidential pursuant to the terms and provisions of this Agreement until they are publicly disclosed by UBISOFT.
7. The Receiving Party shall indemnify, defend, save and hold UBISOFT, its parent company, its subsidiaries and licensors and their respective officers, directors, shareholders, agents, and employees harmless from any and all actions, claims, loss, damages and other costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to a breach of this Agreement. The Receiving Party hereto acknowledges and agrees that UBISOFT has developed such Confidential Information by the investment of significant time, effort and expense, and that such Confidential Information provides UBISOFT with a significant competitive advantage in its business. The Receiving Party acknowledges and agrees that a breach of this Agreement by the Receiving Party will therefore result in irreparable harm to UBISOFT, the extent of which would be difficult to ascertain, and in any event money damages will be inadequate as a remedy in the event of such a breach. Accordingly, the Receiving Party agrees that in the event of a breach of this Agreement by the Receiving Party, UBISOFT shall be entitled to injunctive, or other equitable relief as the court deems appropriate, in addition to any other remedies which it may have available.
8. UBISOFT may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party. The Receiving Party may not assign or transfer any rights or obligations under this Agreement without the prior written consent of UBISOFT.
9. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of France. The Parties hereto agree that the courts of Paris shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits, which may arise under or out of this Agreement. The Parties agree and voluntarily consent to the personal jurisdiction and venue of such courts for such purposes.
10. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof, and supersedes any other prior or contemporaneous agreements or understandings, whether written or oral. This Agreement may only be changed by written mutual agreement of authorized representatives of the Parties. If any provision of the Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.
11. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, or five (5) days after deposit in the mail, or receipt by sender of confirmation of electronic transmission. Notices shall be sent to the addresses set forth above or such other address as either Party may specify in writing.
12. It is agreed and understood that either Party is not the agent or representative of the other Party and has no authority or power to bind or contract in the name of or to create any liability against the other Party in any way or for any purpose. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.
13. Considering the circumstances under which this Agreement is being discussed and signed, Receiving Party agrees to be bound by the terms hereunder without the express need of countersignature by UBISOFT, but subject to Receiving Party's signature below provided. The undersigned declares that he or she has expressly agreed that this agreement be drafted in English. Parterna har accepterat att avtalet avfattas på engelska.
14. This Agreement may be signed by scan and electronic signature – Docusign® and in counterparts, each of which counterpart shall be deemed an original, and all of which counterparts when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Receiving Party has executed this Agreement as of the Effective Date.



RECEIVING PARTY

Name: Shantanu Shripad Mane

Date: January 18, 2022

Signature: Shantanu



NONDISCLOSURE AGREEMENT

This agreement (the "Agreement") is entered into as of the Effective Date (as defined below) by Ubisoft Entertainment SA, a French corporation, its parent and affiliated companies ("Ubisoft") and the individual indicated below ("You"). In consideration of Your employment with Ubisoft and the compensation paid, You agree as follows:

1. Ubisoft's Confidential Information.

In the performance of Your job duties with Ubisoft, You will be exposed to Ubisoft's Confidential Information.

"Confidential Information" means any and all information, ideas or material regarding or related to the video game currently entitled "*Avatar 2*" (title subject to change; hereinafter "the Game") including but not limited to:

- (a) technical information related to the Game, including but not limited to, ideas, concepts, trade secrets, drawings, works of authorship, trademarks, know-how, formulas, designs, devices, diagrams, test results, processes, inventions, technologies, tools, analysis, process data, schematics, methods, design, software programs, source code, object code and related documents;
- (b) business information concerning or otherwise related to the Game, including but not limited to, cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies; and
- (c) any other information about the Game not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the business of Ubisoft and/or its licensors, including without limitation Fox..

2. Nondisclosure of Confidential Information.

You shall keep the Confidential Information in the strictest confidence. You may only disclose Confidential Information to those persons and/or entities that Ubisoft has specifically authorized to receive such, and who at a minimum, have signed this NDA. You will not make use of any Confidential Information for Your own purposes or the benefit of anyone other than Ubisoft and/or its licensors.

3. Return of Confidential Information.

At Ubisoft's request, You will either promptly deliver to Ubisoft, or delete, all originals and copies of, all documents, records, software programs, media and other materials containing or related to any Confidential Information. You will also return to Ubisoft all equipment, files, software programs and other property belonging to Ubisoft and/or its licensors in connection with the Game.

4. Survival of Confidentiality Obligations.

Your obligations under this Agreement with respect to any portion of Confidential Information shall terminate when You can document that such Confidential Information: (a) was in the public domain at the time it was communicated to You by Ubisoft; (b) entered the public domain subsequent to the time it was communicated to You by Ubisoft, through no fault of You; (c) was in the Your possession, free of any obligation of confidence, at the time it was communicated to You by Ubisoft; (d) was rightfully communicated to You by a third party, free of any obligation of confidence, after it was communicated to You by Ubisoft. In addition, You may disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish Your rights under this Agreement; provided however, that You must provide Ubisoft with prior written notice of any such disclosure in order for Ubisoft to contest such order. In any such event, You will disclose only such Confidential Information as is legally required and will exercise reasonable efforts to obtain confidential treatment for any Confidential Information being disclosed.

5. Indemnification and Injunctive Relief.

You shall indemnify, defend, save and hold Ubisoft and its licensors and their respective officers, directors, shareholders, agents, and employees harmless from any and all actions, claims, loss, damages and other costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to Your breach of this Agreement. In addition, You acknowledge and agree that Ubisoft has developed and/or obtained such Confidential Information by the investment of significant time, effort and expense, and that such Confidential Information provides Ubisoft with a significant competitive advantage in its business. Therefore, You acknowledge and agree that Your breach of this Agreement will result in irreparable harm to Ubisoft, the extent of which would be difficult to ascertain, and in any event money damages will be inadequate as a remedy in the event of such a breach. Accordingly, You agree that in the event of a breach of this Agreement by You, Ubisoft shall be entitled to injunctive, or other equitable relief as the court deems appropriate, in addition to any other remedies which it may have available.

6. Ownership of Confidential Information.

All Confidential Information and materials furnished to You shall remain the property of Ubisoft and nothing contained herein shall be construed as granting You any rights with respect to the Confidential Information disclosed.

7. General Provisions.



- (a) Severability: The terms of this Agreement are severable, and the invalidity of any term in this Agreement shall not affect the validity of any other term.
- (b) Integration: This Agreement supplements any agreement(s) regarding Your employment that You have previously entered into with Ubisoft and in no way limits the terms of any such agreement.
- (c) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- (d) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.
- (e) Governing Law and Jurisdiction. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of France. You agree that the courts of Paris shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits, which may arise under or out of this Agreement. You agree and voluntarily consent to the personal jurisdiction and venue of such courts for such purposes.
- (f) Successors & Assigns. This Agreement shall bind each party's heirs, successors and assigns. Ubisoft may assign this Agreement to any party at any time. You shall not assign any of his or her rights or obligations under this Agreement without Ubisoft's prior written consent. Any assignment or transfer in violation of this section shall be void.
- (g) Amendments. This Agreement may not be amended except in a writing signed by both You and Ubisoft.
- (h) Headings. Headings are for convenience only.
- (i) Electronic Signature. This Agreement may be signed by electronic signature.

You have carefully read all of this Agreement and agree that all of the restrictions set forth are fair and reasonable. In witness whereof, You have executed this Agreement as of the date below (the "Effective Date").

Shantanu

Signature:

Print Name:

Shantanu Shripad Mane

Title:

Date:

January 18, 2022



Verification

Transaction 09222115557460998313

Document

NDA Blue and General

Main document

5 pages

Initiated on 2022-01-12 18:00:11 CET (+0100) by STH Office (SO)

Finalised on 2022-01-18 11:31:32 CET (+0100)

Initiator

STH Office (SO)

Ubisoft Stockholm

sth-office@ubisoft.com

+46733343063

Signing parties

Shantanu Mane (SM)

Interview Guest

Company reg. no. N/A

shantanu.m934@gmail.com



Signed 2022-01-18 11:31:32 CET (+0100)

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