

NON DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is made as of (the "Effective Date") by and between **GAMELOFT SE**, a European corporation with its principal business office at 14 rue Auber, 75009 Paris, France and its subsidiaries ("Gameloft"), and [Full Name] with principal address at identified by "Player".

1. **Purpose.** The Player is invited by Gameloft to test an unreleased software application or game (The "Project"). In so doing, Gameloft may disclose its Confidential Information (as defined below) to the Player.
2. **Definition of Confidential Information.** "Confidential Information" means any information disclosed by Gameloft and / or any of its Affiliates or Representatives, on or after the date hereof, directly or indirectly whether in written, oral, visual, graphic, machine-readable or other form, including, but not limited to:
 - a. all financial, tax, commercial, legal, procedural, technical, operational, management, business and other information, data and know-how relating to the Gameloft, or, more generally to its organization or policies (whether legal, financial, strategic, commercial or other), that Gameloft supplies to the Player during and/or after the execution of this Agreement, whether or not marked as "confidential";
 - b. all analyses, reports, compilations, forecasts, studies, summaries, notes, memoranda, data and other documents and materials prepared by or for a party, which contains, refers to, is based on, incorporates, is generated from or simply results from, in whole or in part, any such information described above;
 - c. information related to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, games, projects, contents, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services or customers;
 - d. any of the terms, conditions, facts or documents (including this Agreement) relating to the Project.

"**Affiliates**" shall mean and include any entity or association controlled by, controlling or under common control with such party and for the purposes of this definition, the term "control" shall mean (i) the ownership of more than fifty percent (50%) of the voting shares in any entity or association; (ii) the right or power, directly or indirectly, to elect or remove directors; or (iii) the right or power to control management.

"**Representatives**" shall mean each party's partners, members, directors, officers, employees, representatives, service providers, successors and assignees, third party agents, counsels and advisors (whether legal, financial or otherwise), and those of its Affiliates.
3. **Nondisclosure of Confidential Information.** Player agrees not to disclose to a third party any Confidential Information of Gameloft for any purpose other than to carry out the test of the Project. Player agrees that it shall take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information of Gameloft in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement. Such measures shall include, but not be limited to, the highest degree of care that the Player utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Player agrees to immediately notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of Gameloft which may come to the Player's attention.
4. **Exceptions.** Notwithstanding the foregoing, the Player shall have no liability to Gameloft with regard to any Confidential Information of Gameloft which the Player can prove:
 - a. was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Player;
 - b. was known to the Player, without restriction, at the time of disclosure, as evidenced by written records of the Player;
 - c. is disclosed with the prior written approval of Gameloft;
 - d. was independently developed by the Player without any use of the Confidential Information as evidenced by written records of the Player; or
 - e. is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Player shall provide Gameloft with prompt notice of such court order or requirement to enable Gameloft to seek a protective order or otherwise prevent or restrict such disclosure. Player shall also provide only that specific portion or those specific portions that is required to be disclosed and fully co-operate with Gameloft in any reasonable attempt that it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to said portion(s) of the Confidential Information.
5. **Return of Materials.** Within ten (10) days of the receipt of a request by Gameloft, the Player agrees to return or destroy (and certify such destruction of) all copies of all Confidential Information received by it pursuant to this Agreement.
6. **No Rights Granted.** The Player acknowledges that the Confidential Information shall remain the sole and exclusive property of Gameloft and that it shall have no rights whatsoever in respect of the said Confidential Information. No license, right, title or interest is granted, directly or indirectly, by Gameloft in or to any information, patent, copyright, trade secrets, Derivative, or other property as a result of conveying information to the Player other than the limited right to review such Confidential Information solely for the purpose set forth in Section 1. For the purposes of this Agreement, Derivative shall mean (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. All information is provided "as is" and without warranty, express, implied or otherwise, regarding its accuracy or completeness. The Player

shall not reverse engineer, decompile, copy, permit the use or disassemble any software disclosed under this Agreement, unless otherwise specifically permitted by law. Neither party may assign this Agreement without the prior written consent of the other party.

7. **Mutual Warranties and Disclaimers**

The Player further acknowledges and agrees that the furnishing of the Confidential Information does not constitute any obligation on Gameloft to provide it with further information, to update or correct the Confidential Information already provided.

8. **Term.** The obligations under this Agreement apply to Confidential Information disclosed within the three (3) years period commencing on the Effective Date. The Player's obligations of confidentiality under this Agreement shall terminate five (5) years from receipt of the Confidential Information.

9. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and interpreted in accordance with, the laws of France. Each party consents to the exclusive jurisdiction of the Paris courts to settle any disputes arising from this Agreement.

10. **Remedies.** Any breach or threatened breach of this Agreement shall cause irreparable injury to Gameloft for which money damages alone would not be a sufficient remedy. Accordingly, in addition to any other remedies that may be available, in law, in equity or otherwise, Gameloft shall be entitled to obtain injunctive relief against any actual or threatened breach of this Agreement

or the continuation of any such breach by the Player, without proof of damage from any court in any jurisdiction.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations concerning the subject matter hereof. Any and all other written or oral agreements existing between the parties concerning the subject matter hereof are expressly cancelled.

12. The Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same. An electronic (i.e. PDF, DocuSign, EchoSign) signature by a Party shall constitute valid and binding due execution of this Agreement by such Party and certified electronic signatures of the Parties shall be considered to be originals. A copy of this Agreement can be used for any and all purposes hereunder, including the enforcement of a Party's rights hereunder. The Agreement shall not become effective until signed by a duly authorized officer of each Party. Each person signing the Agreement hereby irrevocably and explicitly represents and warrants that he/she is a legal representative of the signing Party and has full power to sign this Agreement on behalf of the Party or if this is not the case, that he/she possesses irrevocable written power of attorney to do so on behalf of the signing Party.

The parties have executed this Nondisclosure Agreement as of the Effective Date:

Company

GAMELOFT SE

Signature

DocuSigned by:
Jérôme Sibade
43E40CFF4C754F8...

Print Name and Title

Jérôme Sibade as General Counsel

Company

Signature

Print Name and Title

..... as Player