

The Settlers 7 – Paths to a Kingdom Beta-Registration

Non Disclosure Agreement

Please read this Non Disclosure Agreement (the "Agreement") carefully before participating in this beta for a video game currently under development and referred to for the purposes of this Agreement as "The Settlers 7 – Paths to a Kingdom" (the "Game"). This Non Disclosure Agreement binds you to the following terms until 31/12/2010.

By checking the box "*I accept all of the terms and conditions of the Agreement and decide to participate in this Beta*" and subsequently installing the Game, you ACKNOWLEDGE THAT YOU CAN FULLY READ AND UNDERSTAND ENGLISH LANGUAGE and you undertake to observe and to be bound by ALL OF THE TERMS AND CONDITIONS of this Agreement, as follows:

This Agreement is an agreement between you, an individual, and Ubisoft Entertainment and/or its affiliates, beneficiaries and/or licensors ("UBISOFT"). You and Ubisoft shall be referred to herein collectively as the "Parties" and individually as the "Party".

UBISOFT wishes to disclose to you certain information considered to be confidential regarding the Game, not yet released, for the purpose of personal entertainment and individual evaluation and testing of the Game and all associated components thereof by you during an online beta test (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 mutually agree as follows:

1. "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information disclosed by UBISOFT to you prior or after the beta test, regardless of form, proprietary or maintained in confidence by UBISOFT, and shall include, without limitation, the Game, including its title and including components to be delivered to you for installation on your computer equipment and components to be accessed remotely by you via electronic communications, and all elements thereof, belonging to UBISOFT, and (a) discoveries, ideas, concepts, trade secrets, drawings, works of authorship, 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) products under

development.

2. You agree not to disclose Confidential Information to any third party. During the term of this Agreement, you shall (i) provide such hardware, operating system software, internet access software, and other materials necessary to properly operate the Confidential Information, as may be specified by UBISOFT; (ii) from time to time, provide UBISOFT with comments and suggestions on the functionality and performance of the Confidential Information; and (iii) fulfill all of your obligations set forth in the Exhibit attached hereto and incorporated herein.

3. YOU ACKNOWLEDGE THAT THE GAME HAS NOT YET BEEN COMMERCIALY RELEASED AND IS THUS HIGHLY CONFIDENTIAL. YOU AGREE THAT YOU SHALL NOT DISCLOSE ANY INFORMATION REGARDING THE GAME (AND/OR ANY OTHER CONFIDENTIAL INFORMATION) TO ANY THIRD PARTY.

4. THE GAME IS PROTECTED BY COPYRIGHT LAWS. COPYING THE GAME (AND/OR ANY OTHER CONFIDENTIAL INFORMATION) IS STRICTLY PROHIBITED AND CONSTITUTES A VIOLATION OF UBISOFT COPYRIGHT. Except as otherwise expressly provided in this Agreement, you shall not (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 to your advantage or to a third party's competitive advantage. All Confidential Information you may be used by you solely in connection with the Purpose.

5. Your obligations under this Agreement with respect to any portion of the Confidential Information shall terminate as soon as you can document that such portion of the Confidential Information: (a) was in the public domain at the time it was communicated to you by UBISOFT; (b) has entered the public domain subsequent to the time it was communicated to you by UBISOFT, otherwise than by a breach by you of this Agreement; (c) was already in 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, subsequent to the time it was communicated to you by UBISOFT. In addition, you may disclose Confidential Information in response to a valid order issued against you 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 you (i) provide UBISOFT with reasonable prior written notice of any such disclosure in order for UBISOFT to be able to contest such order and (ii) you disclose only such Confidential Information as legally required and exercise reasonable efforts to obtain confidential treatment for all Confidential Information disclosed.

6. All intellectual property rights, trademarks and copyright in the Confidential Information and materials furnished to you by UBISOFT shall remain the sole property of UBISOFT and nothing contained herein shall be construed as granting you any rights with respect to the Confidential Information disclosed. UBISOFT shall have no obligation to deliver any future revisions or versions of the Confidential Information to you. UBISOFT may use any and all Confidential Information and your

comments and suggestions on the functionality and performance of the Confidential Information for any and all purposes without restriction. You agree that you shall not at any time assert or claim any right, title or interest arising from or in connection to any content and element constituting or pertaining to the Confidential Information and to comments and suggestions on the functionality and performance of the Confidential Information. Consequently, you shall not suffer any liens, encumbrances, or legal process to be incurred or levied on the Confidential Information. All rights not specifically and expressly granted by UBISOFT to you are hereby reserved by UBISOFT.

7. Upon UBISOFT's request, you 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.

8. Both Parties hereto acknowledge and agree 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. **YOU AGREE THAT UNAUTHORIZED COPYING AND/OR DISCLOSURE OF THE GAME (AND/OR ANY OTHER CONFIDENTIAL INFORMATION) WILL RESULT IN IRREPARABLE HARM TO UBISOFT.** Accordingly, in the event of any breach of this Agreement by you, you acknowledge and agree that UBISOFT is entitled to injunctive, or other equitable relief as the court deems appropriate, and to any other rights UBISOFT may have at law or in equity. **UBISOFT WILL TAKE ALL LEGAL ACTIONS NECESSARY TO PROTECT THE CONFIDENTIAL INFORMATION.**

9. The Confidential Information is provided by UBISOFT pursuant to this Agreement on an "AS IS" basis. **UBISOFT MAKES NO WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION, ITS USE OR ANY PROPRIETARY RIGHTS THERETO.** You understand that (a) the development of the Confidential Information is incomplete, (b) the Confidential Information is likely to contain errors, (c) the Confidential Information cannot be expected to run without interruption, (d) the Confidential Information may not function at all on your system(s), (e) the Confidential Information may fail and such failure may cause loss of your data, corruption or destruction of your other software or hardware, and (f) UBISOFT may not be able to foresee or warn you of any such problems. You hereby assume all risks associated with the Confidential Information and acknowledge that in no event will UBISOFT be obligated, contractually or otherwise, to indemnify you for any losses that you may incur in connection with the Confidential Information or otherwise relating to the Confidential Information.

10. UBISOFT may assign or transfer any of its rights or obligations under this Agreement without your prior consent. You may not assign or transfer any of your rights or obligations under this Agreement without the prior written consent of UBISOFT.

11. Notwithstanding the termination of this Agreement for any cause, all Confidential Information shall remain confidential pursuant to the terms and provisions of this Agreement for a period of 5 (five) years from the date of disclosure by UBISOFT to you of the last Confidential Information.

12. 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 agreement of the Parties. Should any provision of the Agreement be found by a competent authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement. If the unenforceable or invalid provision can be made valid, legal or enforceable by reasonable modification, then such unenforceable or invalid provision shall be modified by the Parties' agreement to the minimum extent necessary to make it enforceable or valid.

13. You state and guarantee to UBISOFT that you:

(i) have the right and capacity to enter into this Agreement and are not bound by any agreement, commitment or obligation of a similar or other nature whatsoever prohibiting the conclusion of this agreement and the full execution of all and each of the requirements; and

(ii) are 18 (eighteen) years old or older and are not a principal, employee, agent, independent contractor, officer or director of a developer or publisher of video or computer games (other than Ubisoft Entertainment affiliated companies). If you are under 18 years of age, your parent/guardian acknowledges and agrees to access and print out this Agreement allowing you to enter into this Agreement and fax or send by post the confirmatory letter to UBISOFT at the address and fax number listed on the Ubisoft website. Notwithstanding the foregoing, and even if UBISOFT does not receive this Agreement duly signed by your parent/guardian as clearly outlined above, you understand and agree that this Agreement is available only to adults or, in their discretion, their minor child. If you are a minor, your parent(s) or guardian(s) must complete the registration process, in which case he (they) will take full responsibility for all obligations under this Agreement; and

(iii) are entering into this Agreement on a completely voluntary basis with no expectation of consideration, remuneration or any form of compensation whatsoever other than what is expressly provided for in this Agreement.

14. You acknowledge that UBISOFT may collect and use certain user data in accordance with the privacy policy accessible on the website <http://www.ubi.com>.

EXHIBIT

Your obligations in relation to the Game beta test:

STATEMENT OF WORK: The Settlers 7 – Paths to a Kingdom closed online stress test

1/Testing and evaluating the Game with a particular focus on the following areas:

- Main focus: **Online** connectivity/ **online gameplay** stability issues
- Additional testing: Balance of multiplayer gameplay

2/ Provide feedback on areas listed above and other areas as appropriate.

3/ Provide answers to specific game-related questions and provide feedback to UBISOFT on UBISOFT's request.

UBISOFT can provide assistance in testing where appropriate and at UBISOFT's sole discretion. By checking the box "*I accept all of the terms and conditions of the Agreement and decide to participate in this beta*" and subsequently installing the Game, YOU ACKNOWLEDGE THAT YOU HAVE FULLY READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND UNDERTAKE TO OBSERVE AND TO BE BOUND BY SUCH TERMS AND CONDITIONS. If you do not accept, you will not be allowed to participate to the beta test.

I accept all of the terms and conditions of the Agreement and decide to participate in this Beta