



CONSOLE TECHNICAL CLOSED BETA

NON-DISCLOSURE AGREEMENT

BY REDEEMING YOUR KEY AND PLAYING THE GAME, YOU ACKNOWLEDGE THAT YOU HAVE FULLY READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THE CONFIDENTIALITY AGREEMENT BELOW AND UNDERTAKE TO OBSERVE AND TO BE BOUND BY SUCH TERMS AND CONDITIONS.

YOU UNDERSTAND THAT ANY INFORMATION REGARDING THE VIDEO GAME "THE CREW" (THE "GAME") IS HIGHLY CONFIDENTIAL AND SHALL NOT BE DISCLOSED TO ANY THIRD PARTY. YOU ACKNOWLEDGE THAT ANY DISCLOSURE OF SUCH CONFIDENTIAL INFORMATION WILL RESULT IN IRREPARABLE HARM TO UBISOFT AND UBISOFT WILL BE ENTITLED TO PAYMENT OF DAMAGES.

CONFIDENTIALITY AGREEMENT

This Confidentiality 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 organized from September 30th 2014 to October 4th 2014 (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 Confidentiality Agreement shall mean any and all technical and non-technical information relating to the Game that will be disclosed 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 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 of the Game including any ideas, concepts, drawings, technologies, source code, object code and/or designs.

2. 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 NOR POST ANY SUCH INFORMATION ON ANY WEBSITE, INCLUDING SOCIAL NETWORKS. Your obligations under this Confidentiality Agreement shall subsist for a period of 5 (five) years from the date of

disclosure by UBISOFT to you of the last Confidential Information. By way of exception to the 5 year term above, your obligations under this Confidentiality 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 Confidentiality 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.

3. You state and guarantee to UBISOFT that you:

(i) have the right and capacity to enter into this Confidentiality 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 13 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 13, your parent/guardian acknowledges and agrees to access and print out this Confidentiality Agreement allowing you to enter into this Confidentiality Agreement and fax or send by post the confirmatory letter to UBISOFT at the following e-mail address : nda-TheCrewclosedbeta@ubisoft.com. If you are under 13, 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 Confidentiality Agreement; and

(iii) are entering into this Confidentiality 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 Confidentiality Agreement.

4. In consideration of your access to the Confidential Information, including versions of the Game not publicly released, UBISOFT may ask you to provide from time to time comments and suggestions on the functionality and performance of the Confidential Information and fulfill one or more of the obligations set forth in the Exhibit attached hereto and incorporated herein. 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. All rights not specifically and expressly granted by UBISOFT to you are hereby reserved by UBISOFT.

5. 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.

6. You acknowledge and agree that UBISOFT has developed such Confidential Information by the investment of significant time, effort and expense, and that 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 Confidentiality 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.

7. This Confidentiality 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 Confidentiality Agreement may only be changed by written agreement of the Parties. Should any provision of the Confidentiality Agreement be found by a competent authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Confidentiality 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.

8. 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>.

9. You acknowledge and agree that, during the online beta test, UBISOFT may send you communication emails to the email address registered for the online beta test.

EXHIBIT to the Confidentiality Agreement

Your obligations in relation to the Game beta test:

STATEMENT OF WORK: The Crew Closed beta test

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

- Balance of gameplay
- Balance of units
- User Interface
- Controls : mouse, keyboard, gamepad, wheel.

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.

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If you do not accept, you will not be allowed to participate to the closed beta test.