

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (hereinafter – «Agreement») is made by and between:

**My.Com B.V.**, a legal entity duly established and operating under the legislation of the Netherlands, with its registered office: Barbara Strozilaan 201, 1083 HN, Amsterdam, the Netherlands (“**My.com**”)

and

You (“**Tester**”), an individual who is willing to participate on a gratuitous basis in alpha test of one of the My.com’s games, including, but not limited to the game “D1”.

### **1. The purpose of the Agreement.**

My.com is willing to provide the Tester with a unique opportunity to participate in alpha test of one of the My.com’s games (“**Purpose**”), in connection to which My.com may disclose its Confidential information (as defined below) to the Tester. The Tester agrees to participate in alpha test on a gratuitous basis, therefore this Agreement does not impose any financial obligations on My.com.

### **2. Subject Matter.**

In connection with the Purpose, My.com may disclose to the Tester, or may otherwise grant access to Confidential Information (as defined below). The Tester shall use the Confidential Information solely for the Purpose and shall not disclose or permit access to Confidential Information to anyone. The Tester shall hold the Confidential Information in strict confidence and shall not make any photo, video or any other recordings of Confidential information. The Tester shall not make any reviews, including text, audio or video reviews of the Confidential Information or any other content in any possible form. The Tester shall not modify, reproduce, decompile, reverse engineer or hack the Confidential Information or any part of it. The Tester shall not make the Confidential Information available to the public and disclose it in any possible form on the Internet, radio, television or in public places. Any disclosure of Confidential Information by the Tester is allowed only with My.com’s prior written permission.

### **3. Definition.**

For the Purposes of this Agreement, “Confidential Information” is defined as any and all information owned, created, or possessed by My.com that My.com desires to protect as confidential against unrestricted disclosure or improper competitive use, including, but not limited to My.com’s games and any information relating to the My.com’s games (gameplay interface and mechanics, logs and files, etc), ideas, concepts, techniques, designs (including minor details), specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, as well as any documentation or data in oral, written, graphic, or electromagnetic form or otherwise, and all other information which may be disclosed by My.com or to which the Tester may be provided access by My.com in accordance with this Agreement and within the Purpose. Confidential information also includes the terms of this Agreement and any information which is reasonably expected to be treated in a confidential manner.

### **4. Return of Confidential Information**

When requested by My.com, the Tester shall promptly return or destroy, in accordance with My.com’s direction, all Confidential Information with all copies and derivatives. In the case of return of the Confidential Information, the Tester shall return all documents and materials

containing Confidential Information to My.com. If any Confidential Information remains in the possession of the Tester, the Tester shall not use it anymore.

#### **5. No license or intellectual rights granted**

Nothing in this Agreement is intended to grant any rights, title and interest to the Tester under any property, patent, copyright, trade secret or any intellectual property right nor shall this Agreement grant the Tester any rights in or to My.com's Confidential Information. My.com is and shall remain the exclusive owner of all right, title and interest in and to the Confidential Information (and to all the games) and all improvements thereto, including, without limitation, all patents, copyrights, trade secrets, trademarks and other intellectual property inherent therein. All Confidential Information hereunder is provided "AS IS" and without warranty. Nothing in this Agreement obligates My.com to disclose Confidential Information to the Tester or to enter into any further relationship of any kind.

#### **6. Term of the Agreement.**

This Agreement shall commence on the date of its acceptance by the Tester and continue in effect for the entire period of participation of the Tester in the alpha test. The confidentiality and non-use restrictions to the Confidential Information received by the Tester shall remain valid indefinitely.

#### **7. Governing Law.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of England and Wales without regards to its conflict of laws principles.

#### **8. Arbitration.**

All the disputes which may arise out of this Agreement or in relation thereto shall be subject to consideration under the legislation of the Netherlands. The place of Arbitration shall be Amsterdam.

#### **9. Liability.**

The Tester acknowledges and agrees that (a) any breach of this Agreement may cause injury to My.com for which money damages would be an inadequate remedy, and (b) in addition to remedies at law (which My.com does not waive by the exercise of rights hereunder), My.com is entitled to equitable relief as a remedy for any such breach. The Tester acknowledges and agrees that for violation of this Agreement, the Tester shall indemnify My.com for all the losses resulting from disclosure of the Confidential Information or from any other violation of this Agreement.

#### **10. Conclusion of this Agreement.**

The Tester confirms that by clicking a button confirming acceptance hereof, the Tester accepts the terms of this Agreement as if it was signed on paper. For the avoidance of doubt, the Tester also agrees that the fact of his or her participation in the alpha test of any of My.com's games means full acceptance of the terms of this Agreement and compliance with its provisions.