

This Agreement (the “*Agreement*”) is made, entered into and effective, as of this **SEPTEMBER 10<sup>th</sup> 2020** (the “*Effective Date*”), by and between **REDHILL GAMES OY**, 44 Kasarmikatu, 00130 Helsinki, Finland (hereafter “*REDHILL*”) on the one hand and **CLOSED TEST PARTICIPANT** (hereafter “*RECIPIENT*”), on the other hand, with reference to the following facts:

WHEREAS, REDHILL is developing the electronic game “*NINE TO FIVE*” and REDHILL is the exclusive publisher of the such game;

WHEREAS, RECIPIENT has been invited to be a tester of a pre-release version of the such game (the “*Game*”), and REDHILL will provide playable copies of the Game to Recipient.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to the following:

1. **Proprietary Information.** The term “*Proprietary Information*” means any and all information concerning the Game, including characters, gameplay, features, story line, coding, levels, text, feedback on the Game from the RECIPIENT and any other information concerning the game to the maximum extent allowable by law whether or not such information is identified to be kept confidential.
2. **Obligations Regarding Proprietary Information.** RECIPIENT shall utilize the Proprietary Information solely in connection with playing the Game and providing feedback to REDHILL. RECIPIENT shall treat all Proprietary Information as confidential and specifically shall:
  1. Not make copies of the Game or otherwise give, sell, loan or otherwise make available the Game to any third party;
  2. Not make screenshots or videos from the Game or disseminate or make available such materials to any third parties;
  3. Not reverse engineer any of the code of the Game for any purpose; and Keep the Proprietary Information secure.
3. **Exceptions to Obligations.** RECIPIENT shall be excepted from the obligations of Paragraph 2 with respect to any portion of Proprietary Information to the extent that portion of Proprietary Information:
  1. is within the knowledge of RECIPIENT or is within the public domain prior to the date of this Agreement or lawfully enters the public domain
  2. is required to be disclosed by law, order or judicial process.
4. **Duration of Obligation.** The obligations of RECIPIENT under Paragraph 2 with regard to any portion of Proprietary Information shall continue until one of the exceptions identified in Paragraph 3 applies to that portion of Proprietary Information and shall apply to any Proprietary Information disseminated by REDHILL to RECIPIENT. Notwithstanding the foregoing or anything to the contrary herein, the activities set forth in 2 are not authorized under any circumstances.
5. **Ownership of Proprietary Information.** RECIPIENT acknowledges that all Proprietary Information, including physical embodiments thereof, is owned exclusively by REDHILL, and RECIPIENT shall have no license or other right to use Proprietary Information except as specifically provided for herein.
6. **Return of Proprietary Information.** Upon request by REDHILL, RECIPIENT will, in a commercially reasonable time and manner, provide REDHILL with, or destroy (as requested by REDHILL), all physical embodiments and electronic copies of Proprietary Information, including all copies thereof, whether authorized or unauthorized.

7. **Disclaimer.** RECIPIENT agrees that it participates in Game tests entirely at his/her own risk as a volunteer. RECIPIENT acknowledges that the Game is not the final commercial release build and accordingly is likely to contain bugs and errors which may cause RECIPIENT's software and/or hardware to malfunction or cease operating. To the maximum extent permissible by law, REDHILL hereby disclaim any warranties around the performance or stability of the Game which is provided "as is" and any and all liability arising out of the Game, and RECIPIENT hereby waives its rights to claim for any such liability.
8. **Privacy.** RECIPIENT acknowledges that in order to facilitate the test of the Game, REDHILL shall be required to process limited personal data of RECIPIENT being name, email address, player name, platform, game ID and/or IP address. RECIPIENT agrees that REDHILL may process RECIPIENT's Game session data together with his/her game ID for the purposes of internal analytics to improve the Game. REDHILL shall delete and/or anonymize any personal data relating to the RECIPIENT within 30 days after the end of the test of the Game.
9. **Non-Waiver / Severability.** A waiver of any right under this Agreement by REDHILL on any occasion shall not in any way constitute a waiver of such right or any other right on any subsequent occasion. In the event any provision of this Agreement is determined to be invalid, such invalidity shall not affect the validity of remaining portions of this Agreement, and the parties agree to substitute, for the invalid provision, a provision which most closely approximates the intent and economic effect of the invalid provision.
10. **Attorney's Fees.** If any legal action is brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the other party its costs and expenses, including reasonable attorney fees, in addition to any other relief to which such prevailing party may be entitled.
11. **Entire Agreement/Written Modification.** This Agreement constitutes the entire and fully integrated agreement and understanding of the parties concerning confidentiality and ownership of Proprietary Information, and this Agreement supersedes all previous communications, proposals, representations, and agreements, whether oral or written, relating thereto. This Agreement can only be modified by further written agreement by the parties.
12. **Governing Law; Disputes; Injunctive Relief.** This Agreement shall be governed by the law of Finland without regard to conflicts of laws principles. The parties agree that any disputes between them that cannot first be resolved informally shall be litigated exclusively in courts of appropriate jurisdiction in Helsinki, Finland, which shall be the exclusive venues for any such action. Each party agrees that any breach of its obligations hereunder will result in substantial harm to the non-breaching party, that monetary damages will not be sufficient to compensate the non-breaching party for such damages, and that the non-breaching party shall be entitled to receive injunctive relief with regard to such breach.