



CONFIDENTIALITY AGREEMENT

I am (sometimes collectively referred to herein as "I" or "Me") submitting to you the material included in my submission to the Ubisoft Indie Series (hereinafter referred to as "Material") to Ubisoft Entertainment, its affiliated companies and subsidiaries (hereinafter "Ubisoft", "you" or "your").

The Material is submitted on the following terms and conditions and I acknowledge, agree and represent the following:

1. I submit the Material voluntarily. Nothing contained in these terms shall be construed as creating any obligation or any expectation on the part of either party to enter into a business relationship with the other party, or an obligation to refrain from entering into a business relationship with any third party. Without limiting the generality of the foregoing, except as provided herein, no confidential or fiduciary relationship exists between Ubisoft and myself, and none is created by my submission of the Material. I further understand and agree that Ubisoft, in its sole judgment, may accept or reject the Material and shall not be obligated to me in any way with respect to the Material.
2. Because of Ubisoft's position in the entertainment industry and the interactive games industry, Ubisoft is continuously engaged in an active research and development program in which Ubisoft has invested and continues to invest considerable time and money in the development of new products as well as improvements and enhancements to Ubisoft's products' existing functions, features or other aspects and that Ubisoft receives numerous solicited and unsolicited submissions of ideas, formats, stories, suggestions and the like that are or may be similar or identical to the ideas, functions, features or other aspects of the Material. I acknowledge that other persons, including Ubisoft's own employees, may have submitted to Ubisoft or to others, or may have made public, or may hereafter originate, submit, or make public, similar or identical material that Ubisoft has the right to use. I understand that I will not be entitled to any compensation because of the use by Ubisoft of any such similar or identical material if Ubisoft or its employees determine that they have an independent legal right to use such other material either because the Material is based on Ubisoft's intellectual property, the Material contains features and elements that are not new or novel, are in the public domain, were not originated by me, were independently conceived or because other persons including Ubisoft, or its employees may have developed or submitted or may hereafter independently develop or submit material containing similar or identical features.
3. I will not use the potential interest of Ubisoft with respect to any Material submitted to Ubisoft in any promotional activity nor disclose to any other person that Ubisoft is evaluating the Material or has any project in connection therewith.
4. I represent and warrant to Ubisoft as follows:
 - a. that, except as the Material contains matter already owned by Ubisoft (for example, its characters or other intellectual property), the Material is original with me and I am the sole author(s) of the Material, by virtue of having originally authored the Material or having acquired the Material by way of a valid assignment (or a combination of these);
 - b. that I have the full and unconditional right to disclose the Material and to submit the Material to Ubisoft in accordance with these terms;
 - c. If some other person(s) or organization(s) does have any right, title or interest in the Material, or has provided funding therefor, I have listed the name(s) and

addresses of all such person(s) or organization(s) in the space provided below, and represent and warrant that they have accepted these terms.

5. Ubisoft agrees that it will treat the Material as confidential and will not disclose the Material to any third party, except to those of its parent company, its affiliates, employees, contractors and agents with a need to know.
6. Ubisoft's obligations of confidentiality shall not apply to any part of the Material that is in the public domain, was in Ubisoft's possession before disclosure by me, or is developed by Ubisoft independently and without use of the Materials. In addition, Ubisoft may disclose my Materials in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either Party under these terms. The Material shall remain confidential pursuant to the terms and provisions of this agreement for a period of two (2) years from the date of my submission.
7. The Material furnished to Ubisoft by me shall remain my property, unless otherwise subsequently agreed.
8. I agree that these terms shall control the rights and obligations of Ubisoft and myself regarding the Materials, including, without limitation, all past and future submissions of any elements comprising the Materials, however disclosed or provided to Ubisoft, including verbal disclosure thereof, and notwithstanding any legends, markings, or other restrictions embodied in, attached to or accompanying any elements of the Material. These terms set forth the entire understanding between Ubisoft and myself, supersede any prior discussions or correspondence, and shall not be amended except by means of a written document signed by both parties.
9. These terms shall be governed by Quebec laws. The courts of Montreal shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits, which may arise under or out of this agreement.
10. Any provisions or part of any provision which is void or unenforceable shall be deemed omitted and this Agreement with such provision or part thereof omitted shall remain in full force and effect.