

The present Non-Disclosure Agreement (hereinafter referred to as the "NDA") makes provision for the terms and conditions in line with which you are authorised to enter the closed forum and technical test for Spintires: MudRunner organised by Focus Home Interactive, a company entered on the Paris Trade and Companies Register under number 399 856 277 and having its registered office at Parc Pont de Flandre "Le Beauvaisis", Bâtiment 28, 11 Rue Cambrai 75019 Paris, France.

YOU SHOULD CAREFULLY READ THIS NDA BEFORE ENTERING THE CLOSED FORUM AND TECHNICAL TEST. IN SUCH INSTANCE AS YOU DO NOT ACCEPT THE TERMS AND CONDITIONS SET FORTH UNDER THE PRESENT NDA, YOU ARE NOT AUTHORISED TO ENTER NEITHER THE CLOSED FORUM NOR THE TECHNICAL TEST.

For the purpose of the following provisions, the term Recipient shall be used to refer to you. The term Disclosing Party shall be used to refer to Focus Home Interactive.

1. Recipient shall hold in confidence all information relating to the project "Spintires: MudRunner" (hereinafter referred to as "Confidential Information") disclosed to it by the Disclosing Party, which are identified at time of disclosure as being confidential.
2. Recipient undertakes to apply to all Confidential Information disclosed in accordance with the provisions of this Agreement the same degree of care with which it treats and protects its own proprietary information against public disclosure.
3. Notwithstanding any other prohibited disclosure, the Recipient is not allowed to stream, publish screenshot, disclose any part of the game or its elements, nor talk about the game outside of the alpha forum.
4. Recipient undertakes to restrict its use of Confidential Information to work performed in conjunction with the Disclosing Party related to such possible collaboration and to ensure that dissemination of Confidential Information within its own organisation is on a strict 'need to know' basis.
5. The Recipient acknowledges that copyright and all other intellectual property and proprietary rights subsisting in the Product shall remain vested in the Disclosing Party.
6. Notwithstanding anything to the contrary herein, the Recipient shall have no obligation to preserve the confidentiality of any Information which:
 - a. Was previously known to the Recipient free of any other obligation to keep it confidential; or
 - b. Is or becomes publicly available, by other than unauthorized disclosure, or as a result of a potential business arrangement in which Recipient and Disclosing Party jointly participate; or
 - c. Is independently developed by any Party; or
 - d. Is received from a third party whose disclosure to any Party would not violate any confidentiality obligation.
7. Unless otherwise terminated by mutual consent in writing, this Agreement shall continue in force for two years.
8. Nothing in this Agreement shall be deemed to grant a licence directly or by implication under any registered design, patent, copyright, trade secret or patent application.

9. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and undertakings with respect to the subject matter of this Agreement.
10. French Law applies to this agreement. The exclusive place of jurisdiction for any possible disputes arising out of this agreement is agreed to be the court that has competence for the recipient.