

FORMATION GAMES BETA TESTER NON-DISCLOSURE AGREEMENT

Summary

To make sure we build the best game we test the game with our community - we do this in a closed beta. When information about unfinished content leaks, it spoils the player experience and damages the company. Therefore, we ask all participants to accept some rules:

- Tester shall not discuss or share screenshots of the game or game features outside of approved confidential channels.
- Tester participates in the beta on a voluntary basis.
- Tester shall take reasonable security precautions to prevent the game from being played by unauthorized individuals.
- Tester shall not transfer the game to anyone.

PLEASE READ THE FOLLOWING NDA CAREFULLY

GAME BETA TESTER NDA

This is an agreement, effective, between **Formation Games Studio Limited ("Company")** and ("**Tester**"), in which Tester agrees to test a mobile game known as **CLUB (the "Game")** and keep Company aware of the test results.

1. Company's Obligations

Company shall provide Tester with beta access to the Game and any necessary documentation and instruct Tester on how to use it and what test data is desired by Company.

2. Tester's Obligations

Tester should be of 18+ to take part in a beta testing. Tester can refuse to take part in any beta testing of the Company by notifying the Company via email or on Discord.

3. Software a Trade Secret

The game is proprietary and a valuable trade secret of the Company. It is entrusted to Tester only for the purpose set forth in this Agreement. Tester shall maintain the Game in the strictest confidence. Tester will not, without Company's prior written consent:

- (a) disclose any information about the Game, its design and performance specifications, its code, and the existence of the beta test and its results to anyone other than Tester's employees who are performing the testing and who shall be subject to non-disclosure restrictions at least as protective as those set forth in this Agreement;
- (b) copy any portion of Game or documentation, except to the extent necessary to perform beta testing; or
- (c) reverse engineer, decompile or disassemble the Game or any portion of it.

4. Security Precautions

Tester shall take reasonable security precautions to prevent the Game being played by unauthorised individuals.



Tester shall not transfer the Game to unauthorised individuals, including but not limited to, granting access to the Game via the account it was activated on.

5. Term of Agreement

The test period for each individual beta testing shall begin and end on the exact day and time specified by the Company in a notification email sent to Tester with the start of the beta testing.

6. Disclaimer of Warranty

The Game is a test product and its accuracy and reliability are not guaranteed. Tester shall not rely exclusively on Software for any reason. Tester waives any and all claims Tester may have against the Company arising out of the performance or non-performance of Software.

SOFTWARE IS PROVIDED AS IS, AND COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO IT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability

Company shall not be responsible for any loss or damage to Tester or any third parties caused by the Game. Company shall not be liable for any direct, indirect, special, incidental or consequential damage, whether based on contract or any other legal theory, arising out of any use of software or any performance of this agreement.

8. No Rights Granted

This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in the Game or Company's trade secrets to Tester. Tester may not sell or transfer any portion of the Game to any third party or use the Game in any manner to produce, market or support its own products. Tester shall not identify the Game as coming from any source other than Company.

9. No Assignments

This Agreement is personal to Tester. Tester shall not assign or otherwise transfer any rights or obligations under this Agreement.

10. General Provisions

(a) Relationships: Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

(b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best to effect the intent of the parties.

(c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

(d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) Legal Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable legal fees and costs and necessary expenditures.

(g) Jurisdiction: The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in The United Kingdom of Great Britain and Northern Ireland in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

Date: 05-DEC-2023

NDA expires on: 05-JUN-2025 (18 months)