

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made and entered into on the last date of signature between

- (1) **ProSiebenSat.1 Games GmbH**, a German cooperation with its principal offices at Medienallee 19, 85774 Unterföhring, Germany (which, together with its subsidiary and affiliate companies from time to time, shall be referred to as "PSG"); and
- (1) **Murat Can İlikılıç, 145 sok. No.4 D.4, 700 Güzeyali, Izmir, "Jacabo"**, shall be referred to as "PARTNER".

### RECITAL

- A. PSG and PARTNER are or will be engaged in discussions concerning a possible commercial relationship or transaction "[Freelancer Community & Support]" („Project“) between them.
- B. In connection with these discussions, PSG and PARTNER may have received and may in future receive from the other certain valuable and sensitive business, financial, technical and non-technical information and materials relating to the other party and its business, which is confidential and proprietary to that other party ("Confidential Information").
- C. This Agreement is intended to set out the terms and conditions on which each disclosing party provides such Confidential Information to the other party and how the receiving party and its affiliates, directors, officers, employees, agents and advisors ("Representatives") shall deal with such Confidential Information.

### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **Confidentiality of Project.** Until such time as a formal announcement or press release concerning the Project has been authorised by senior executives of both parties, they both agree to keep confidential
  - the fact that the discussions are taking place between them with regard to the Project; and
  - any details of these discussions.
2. **Confidential Information.** Any and all business, financial, technical and commercial information disclosed by the disclosing party to the receiving party and/or its Representatives (either orally or in writing or in any other form or medium whatsoever) shall be considered "Confidential Information" for purposes of this Agreement.
3. **Exceptions.** The term "Confidential Information" shall not include any information which the receiving party can demonstrate
  - (a) is in or enters the public domain other than by reason of a breach of this Agreement by the receiving party or any of its Representatives;
  - (b) was already lawfully in its possession without restriction in relation to disclosure prior to the date of receipt from the disclosing party (as evidenced by records kept in the ordinary course of its business);
  - (c) is obtained from a third party which is lawfully entitled to disclose such information without any restriction on its disclosure; or
  - (d) is required to be disclosed by law or by order of a court of competent jurisdiction and in respect of which the obligations set out in Clause 7 (mandatory disclosure) have been fulfilled.
4. **Confidentiality Obligations.** The receiving party shall
  - (a) keep all Confidential Information secret and confidential;
  - (b) not make use of any Confidential Information other than for purposes of the discussions and of evaluating the Project; and
  - (c) not disclose any such Confidential Information to any third party other than to those of its Representatives or agent or professional advisers who have a need to know the same for the purpose of conducting the discussions and/or evaluating or implementing the Project. Third party doesn't mean „verbundene Unternehmen“ as defined in § 15 AktG (group companies).
5. **Confidentiality Measures.** To secure the confidentiality of the Confidential Information, the receiving party shall

- (a) store all documents or materials containing Confidential Information
  - separate from all other documents and records, and in a way that identifies it as proprietary information belonging to the disclosing party; and
  - safely so as to protect them against theft and unauthorised access;
- (b) only make copies of the Confidential Information to the extent required to allow them to conduct the discussions effectively or evaluate the Project;
- (c) not use, reproduce, transform or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of their usual place of business;
- (d) inform the other party immediately upon coming aware of any actual or imminent unauthorised use or disclosure of Confidential Information, and shall take all reasonable steps to assist the other party in preventing or stopping such unauthorised use or disclosure; and
- (e) upon request supply the disclosing party with a list showing
  - the names and addresses of the persons to whom Confidential Information has been disclosed and their relationship to the receiving party; and
  - the places where Confidential Information disclosed to it is held.

**6. Representatives Bound.**

The receiving party shall ensure that only the Representatives who are or will be involved in the project, and who require the relevant information, will be given access to the Confidential Information. The receiving party shall

- (a) inform its Representatives of the confidential nature of Confidential Information prior to disclosing it to them;
- (b) ensure that all its Representatives are bound and abide by the terms of this Agreement, and shall, if so required by the disclosing party, as a condition of disclosing any Confidential Information to them, cause them to indicate their consent to be bound and abide by the terms of this Agreement by counter-signing a copy of these terms where indicated on the signature page of this Agreement; and
- (c) be responsible for any disclosure or use of such Confidential Information by its Representatives that does not comply with the terms of this Agreement.

**7. Mandatory Disclosure.** In the event that a receiving party or one of its Representatives is or comes under a legal obligation to disclose any of the other parties Confidential Information, the receiving party shall

- (a) provide the other party with prompt written notice of such obligation and, if so requested, assist the other party in seeking a protective order or other appropriate remedy in that connection; and
- (b) to the extent that no such protective order or remedy is obtained, disclose only that portion of the Confidential Information as is legally required and shall use all reasonable efforts to obtain confidential treatment (in terms substantially similar to this Agreement) for the Confidential Information so disclosed.

**8. No Grant of Rights.** All Confidential Information shall remain the property of the disclosing party, and nothing in this Agreement shall be considered, by implication or otherwise, as a grant of any right or license by the disclosing party to the receiving party with respect to its Confidential Information.

**9. No Warranty.** Neither party makes any representation or warranty that Confidential Information or other information provided by it is complete or accurate. The disclosing party and its Representatives shall have no liability to the receiving party with respect to their use of such Confidential Information or other information (whether permitted under this Agreement or not), or with respect to their reliance upon the completeness and accuracy of any such information.

**10. Return of Information.** Each receiving party shall, if requested,

- (a) immediately return all Confidential Information (whether in written form or recorded in any other



medium) to the disclosing party at its request made at any time, together with any reproductions or copies;

- (b) at the same time return or destroy any other materials containing or reflecting any Confidential Information.
- (c) confirm to the disclosing party in writing that it has so returned or destroyed the Confidential Information.

11. **Duration and Termination.** Each party shall be free to withdraw from negotiations relating to the Project at any time and for whatever reason, and shall be under no obligation to enter into any transaction with the other party in relation to the Project or otherwise.

*This Agreement shall continue for a period of 2 years after termination of the last discussions concerning the Project.*

12. **No Charge.** Each party shall fulfil its obligations under this Agreement without charge to the other.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matters hereof and may not be amended except in writing executed by both parties.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with German law, without giving effect to its conflict of law principles. Any disputes arising out of or in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the courts in the *Landgerichtsbezirk München I*.
15. **Fax Signature.** A facsimile signature shall be sufficient to render the Agreement legally binding on the signatory.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by their duly authorised representatives:

Unterföhring, on .....(date)

[Izmir], on 07.10.12 (date)

.....

  
.....

**ProSiebenSat.1 Games GmbH**

**[Murat Can İlkılıç]**