

DATED August 25, 2020

CODEMASTERS GROUP HOLDINGS PLC (1)

AND

TAKE-TWO INTERACTIVE SOFTWARE, INC (2)

CONFIDENTIALITY AGREEMENT



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THIS AGREEMENT is made on August 25, 2020

PARTIES

- (1) **CODEMASTERS GROUP HOLDINGS PLC** incorporated and registered in England and Wales with company number 06123106 whose registered office is at Codemasters Campus, Stoneythorpe, Southam, Warwickshire, CV47 2DL, England ("**Codemasters**")
- (2) **TAKE-TWO INTERACTIVE SOFTWARE, INC** incorporated and registered in the State of Delaware, USA with company number 2353224 whose registered office is at 251 Little Falls Drive, Wilmington, Delaware, 19808 USA ("**Take-Two**")

IT IS HEREBY AGREED

1. INTERPRETATION

In this agreement:

- 1.1 the following words and expressions will have the following meanings unless the context otherwise requires:

Authorised Professional Advisor	(a) a professional third-party legal, financial, tax, commercial or accountancy advisor or any Funder (and its respective legal, financial and tax advisors); and/or (b) any other professional advisor or consultant or due diligence service provider in respect of which Codemasters has given written consent to Take-Two confirming that it is an Authorised Professional Advisor, such consent not to be unreasonably withheld by Codemasters;
Business Day	a day that is not a Saturday, Sunday or public or bank holiday in England or the State of Delaware, USA;
CJA	the Criminal Justice Act 1993;
Code	The City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers as amended from time to time;
Codemasters Group	Codemasters and each of Codemasters' Subsidiary Undertakings;
Codemasters Parties	the Codemasters Group and the respective Representatives and professional advisors of each member of the Codemasters Group, and " Codemasters Party " means any of them;
Confidential Information	subject to clause 4: (a) any information that is disclosed by or on behalf of any Codemasters Party to any Take-Two Party (on or after the date of this agreement) or is obtained by any Take-Two Party that relates to any member of the Codemasters Group or any of their respective businesses including information contained

in documents, oral communications relating to the Purpose, models, specifications, software, programmes, computer disks, visual presentations, photographs, drawings, magnetic or digital form and any other media;

- (b) the existence and terms of this agreement;
- (c) the fact that information has been or may be disclosed to the Take-Two Parties by or on behalf of the Codemasters Parties;
- (d) the existence of or progress of discussions in relation to the Purpose; and
- (e) those parts or portions of Reports and Analyses which contain, incorporate or are generated from any such information as is referred to in paragraph (a) of this definition;

Funder

any bank, financial institution or other professional lender that provides, or proposes or intends to provide, finance to Take-Two or a Take-Two Group Undertaking in connection with the Purpose;

GDPR

General Data Protection Regulation (EU) 2016/679;

Group Undertakings

in respect of a party, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time, and "**Group Undertaking**" means any of them;

Intellectual Property

all intellectual and industrial property of any kind whatsoever including patents, supplementary protection certificates, rights in Know-How, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

Key Employee

any director or officer of any member of the Codemasters Group and any employee of any member of the Codemasters Group employed in an executive or senior managerial or senior technical role to whom Take-Two or any Take-Two Group Undertaking is first introduced, or with whom Take-Two or any Take-Two Group Undertaking has any dealings, in connection with the Purpose (which shall include, without limitation, anyone who is employed by any member of the Codemasters Group in an executive or senior managerial role involving the creation, development, production, publishing, quality assurance or appraisal,

	marketing and/or franchising of video games or the technology used in the development or production of video games);
Know-How	formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions;
MAR	the Market Abuse Regulation (EU 596/2014);
Offer	the meaning given to it in the Code;
Parent Undertaking	the meaning set out in section 1162 Companies Act 2006;
Permitted Discloser	the meaning given to it in clause 7.1;
Permitted Disclosure	the meaning given to it in clause 7.1;
Personal Data	the meaning given to in the Data Protection Act 2018;
Purpose	the discussion, consideration, evaluation, negotiation and implementation of a proposal that Take-Two or a Take-Two Group Undertaking enters into a potential transaction involving the acquisition of Codemasters and/or any member of the Codemasters Group (or any part(s) thereof);
Reports and Analyses	any documents, summaries, extracts, transcripts, recordings, analyses, reports and other records (in any form or media) that use, concern or are based on or derived from any Confidential Information and are created by or on behalf of a Take-Two Party;
Representatives	in respect of a party or a Group Undertaking of that party, any director, officer or employee of a party or a Group Undertaking of that party;
Rockstar Entity	any of the companies listed in the appendix to this agreement;
Subsidiary Undertaking	the meaning set out in section 1162 Companies Act 2006;
Take-Two Parties	Take-Two, each of Take-Two's Group Undertakings, the respective Representatives and Authorised Professional Advisors of Take-Two and Take-Two's Group Undertakings and any Funder (and its respective legal, financial and tax advisors), and " Take-Two Party " means any of them;
1.2	references to clauses are to the clauses of this agreement;
1.3	all headings are for ease of reference only and will not affect the construction or interpretation of this agreement;
1.4	unless the context otherwise requires:

- 1.4.1 references to the singular include the plural and vice versa and references to any gender include every gender;
- 1.4.2 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.5 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.6 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.7 the rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.8 any reference to any English or Welsh legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction other than that of England and Wales, be deemed to include a reference to what most nearly approximates to the English or Welsh legal term in that jurisdiction;
- 1.9 any reference to:
 - 1.9.1 time of day is to London time; and
 - 1.9.2 a day is to a period of 24 hours running from midnight to midnight; and
- 1.10 an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party.

2. CONFIDENTIALITY OBLIGATIONS

- 2.1 In return for Codemasters or any Codemasters Party making Confidential Information available to Take-Two, Take-Two undertakes to Codemasters and each member of the Codemasters Group that Take-Two will, and will procure that each other Take-Two Party will:
 - 2.1.1 unless otherwise expressly agreed in writing by Codemasters, keep the Confidential Information secret and, subject to clauses 5 and 7, will not, directly or indirectly disclose or publish any Confidential Information to any person (including, without limitation, Take-Two's Representatives or any other Take-Two Parties);
 - 2.1.2 use the Confidential Information solely for the Purpose;
 - 2.1.3 promptly notify Codemasters in writing as soon as Take-Two becomes aware of any breach (or suspected breach) of this agreement or any breach (or suspected breach) of confidence in relation to the Confidential Information;
 - 2.1.4 keep the Confidential Information safe and secure and will apply to it documentary and electronic security measures that match those that Take-Two operates in relation to its own confidential information and will also exercise not less than reasonable care;

- 2.1.5 not take any copies of the Confidential Information save as is strictly necessary for the Purpose and any such copies will be deemed to be Confidential Information and will be kept in a manner such that it is clearly identifiable as being separate from Take-Two's (or that Take-Two Party's (as appropriate)) own information; and
- 2.1.6 in connection with the Purpose, contact and deal only with those Representatives or advisors of Codemasters notified by Codemasters to Take-Two in writing from time to time and will not seek Confidential Information from, or discuss Confidential Information with, any of Codemasters' or Codemasters Group's other Representatives.
- 2.2 Any Personal Data that is disclosed by or on behalf of any Codemasters Party to any Take-Two Party (on or after the date of this agreement) or is obtained by any Take-Two Party directly or indirectly from any Codemasters Party shall at all times be treated as Confidential Information and shall be subject to the terms of this agreement.
- 2.3 Take-Two will inform each of the Take-Two Parties to whom any Personal Data is disclosed by or on behalf of any Codemasters Party or who obtains any Personal Data directly or indirectly from any Codemasters Party of the provisions of clauses 2.2, 2.4 and 2.5 and the restrictions imposed by them in relation to Personal Data so disclosed or obtained.
- 2.4 In addition, Take-Two undertakes that it will not, and will procure that none of the other Take-Two Group Undertakings will, use any Personal Data so disclosed or obtained other than where strictly necessary for the Purpose and shall at all times keep such Personal Data secure by complying with the sixth data protection principle under GDPR. For the avoidance of doubt, the parties acknowledge and accept that they will each be acting as independent data controllers in respect of any Personal Data disclosed as part of the Confidential Information.
- 2.5 At all times Take-Two will, and will procure that each other Take-Two Group Undertaking will, in relation to any Confidential Information:
 - 2.5.1 comply with its obligations under GDPR;
 - 2.5.2 not act in a manner that Take-Two knows, or reasonably ought to have known, would cause Codemasters or any other member of the Codemasters Group to be in breach of its obligations under GDPR; and
 - 2.5.3 take all steps reasonably required by Codemasters to ensure that Codemasters and the other members of the Codemasters Group are able to comply with their respective obligations under GDPR in respect of such Confidential Information.

3. CODEMASTERS CONFIDENTIALITY OBLIGATIONS

- 3.1 Subject to clause 3.2, Codemasters undertakes to Take-Two and each Take-Two Group Undertaking, that Codemasters will, and will procure that each other Codemasters Party will, keep secret and confidential those matters referred to in paragraphs (b) to (d) (inclusive) of the definition of Confidential Information set out in clause 1.1.
- 3.2 Codemasters may disclose the Confidential Information referred to in paragraphs (b) to (d) (inclusive) of the definition of Confidential Information set out in clause 1.1, to:
 - 3.2.1 those Codemasters Parties to the extent strictly necessary for the Purpose;
 - 3.2.2 any person who Take-Two agrees in writing may receive the Confidential Information referred to in paragraphs (b) to (d) (inclusive) of the definition of Confidential Information set out in clause 1.1; or
 - 3.2.3 the extent required by law, an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of

competent jurisdiction, or the rules of any listing authority or stock exchange on which the shares of Codemasters are listed or traded, or the Code.

4. EXCLUDED INFORMATION

4.1 Subject to clause 4.1.3, Take-Two's obligations under this agreement will not extend to Confidential Information which:

4.1.1 at the time of disclosure was in the public domain or subsequently enters into the public domain other than as the direct or indirect result of a breach of this agreement by a Take-Two Party;

4.1.2 Take-Two can prove to the reasonable satisfaction of Codemasters from written records or other substantive evidence:

4.1.2.1 has been received by Take-Two or one of its Group Undertakings or Representatives at any time from a third party who, so far as Take-Two or one of its Group Undertakings or Representatives is aware (after having made reasonable enquiry), did not acquire it in confidence and who is free to make it available to Take-Two or the relevant Group Undertaking or Representatives without limitation;

4.1.2.2 was independently developed by Take-Two or one of its Group Undertakings without any breach of this agreement; or

4.1.2.3 was already known by or lawfully in the possession of Take-Two or one of its Group Undertakings or Representatives and, so far as Take-Two or one of its Group Undertakings or Representatives is aware (after having made reasonable enquiry), was free from any obligation of confidence or secrecy, before it was disclosed by Codemasters or any Codemasters Party.

4.1.3 Clause 4.1.2 will not apply to the matters referred to in paragraphs (b) to (e) (inclusive) of the definition of Confidential Information set out in clause 1.1.

5. REVIEW ON BEHALF OF TAKE-TWO

5.1 Take-Two may disclose Confidential Information to any Take-Two Party to the extent that:

5.1.1 that Take-Two Party is directly involved in the Purpose; and

5.1.2 it is strictly necessary that they review or evaluate such Confidential Information in connection with the Purpose.

Prior to any such disclosure, Take-Two must make that Take-Two Party aware of the fact that the Confidential Information is confidential and the obligations of confidentiality and restrictions against the use or disclosure of Confidential Information contained in this agreement. Take-Two will be liable for the acts and omissions of the Take-Two Parties, which if done or omitted to be done by Take-Two would constitute a breach of this agreement, as if they were acts and omissions of Take-Two.

5.2 Take-Two will procure that any Take-Two Group Undertaking and any Representative of Take-Two or of any Take-Two Group Undertaking to whom Take-Two directly or indirectly discloses or publishes Confidential Information will not do or omit to do anything which if done or omitted to be done by Take-Two would constitute a breach of this agreement.

6. RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION

6.1 Subject to clause 6.2, promptly following a written request from Codemasters, and in any event within 10 Business Days following such written request, Take-Two will (and will procure

that each Take-Two Party will) cease to use the Confidential Information (including for the Purpose) and:

- 6.1.1 either return to Codemasters or destroy any Confidential Information comprising physical documentation or media (including copies); and
- 6.1.2 permanently delete or erase (in each case to the extent technically feasible) all other Confidential Information (including copies).

6.2 Any Take-Two Party may retain any Confidential Information:

- 6.2.1 which that Take-Two Party is obliged to retain by virtue of any law, regulation or by the rules of any applicable governmental, regulatory or professional body, or the rules of any listing authority or stock exchange on which the shares of Take-Two are traded;
- 6.2.2 which it is not technically feasible to destroy or permanently erase; or
- 6.2.3 which is required to be retained to comply with its bona fide and established document retention policies or to defend or maintain any litigation relating to this agreement or the Confidential Information.

Any items of Confidential Information which are retained by a Take-Two Party pursuant to this clause 6.2 will continue to be subject to the other terms of this agreement and may, subject to clause 7, only be used for the purposes for which they have been required to be retained.

6.3 A senior officer of Take-Two will, as soon as reasonably possible (and in any event within 10 Business Days) following Codemasters' written request, certify to Codemasters in writing that the provisions of this clause 6 have been complied with in full.

7. PERMITTED DISCLOSURE

7.1 Subject to the other provisions of this clause 7, any Take-Two Party ("**Permitted Discloser**") may disclose Confidential Information to the extent such disclosure ("**Permitted Disclosure**") is required by law, an order of a court of competent jurisdiction or by any securities exchange, listing authority, taxation authority, or governmental body to which that person is subject and submits.

7.2 Take-Two undertakes to Codemasters (and each other member of the Codemasters Group) that it will (and will procure that any other Permitted Discloser will) in relation to each Permitted Disclosure:

7.2.1 (to the extent lawful):

- 7.2.1.1 take all reasonable and practicable steps to avoid the need to make the Permitted Disclosure;
- 7.2.1.2 notify Codemasters in writing in advance of the circumstances of and content of the proposed Permitted Disclosure and comply with all reasonable and practicable requests of Codemasters in relation to the content, purpose and means of disclosure of the Permitted Disclosure;

7.2.2 where the Permitted Discloser is not able to inform Codemasters prior to the making of the Permitted Disclosure, it will (to the extent lawful) inform Codemasters promptly after the making of the Permitted Disclosure of the full circumstances of the Permitted Disclosure and (to the extent lawful) provide details of all Confidential Information that has been disclosed;

- 7.2.3 reasonably co-operate with Codemasters (at Codemasters' cost and expense) in any proceedings brought by Codemasters to challenge or dispute any request to make a Permitted Disclosure; and
- 7.2.4 disclose the minimum amount of Confidential Information that is necessary and lawfully permissible in order for the applicable requirement to be complied with and will use its reasonable endeavours to make such Permitted Disclosure subject to obligations of confidence, consistent, so far as reasonably possible, with the terms of this agreement.

8. MARKET ABUSE AND INSIDER DEALING

- 8.1 Take-Two acknowledges, and will advise all of the Take-Two Parties who are provided with any Confidential Information by or on behalf of any Codemasters Party or are otherwise aware of the Purpose, that some or all of the Confidential Information may in whole or in part constitute '**inside information**' for the purposes of Part V of the CJA and/or MAR and that any of the Take-Two Parties who are in, or acquire, possession of Confidential Information may have '**information as an insider**' for the purposes of the CJA and inside information for the purposes of MAR.
- 8.2 Take-Two will not, and will procure that none of the other Take-Two Group Undertakings will, make use of the Confidential Information for the purposes of dealing or encouraging another person to deal in shares in Codemasters and will not disclose the Confidential Information to any person or persons unless permitted to do so under this agreement.
- 8.3 Take-Two consents to being made an "insider" within the meaning of the CJA and/or MAR and will bring to the attention of the Take-Two Parties who from time to time have information as an insider the prohibitions on insider dealing contained in the CJA and MAR and the prohibitions on market abuse contained in MAR.
- 8.4 Take-Two is aware of its obligations under all applicable law and regulations relating to unpublished, price-sensitive information.
- 8.5 Without prejudice to the generality of the other provisions of this clause 8, Take-Two confirms that it has established such procedures as are reasonably necessary in order to ensure that they comply with their obligations under all applicable regulatory requirements concerning unpublished inside information relating to the Purpose.
- 8.6 Codemasters hereby acknowledges that it is aware, and will advise all of the other Codemasters Parties that are furnished Confidential Information in accordance with clause 3.2, that the United States securities laws prohibit any person who has material, non-public information concerning the matters which are the subject of this agreement from purchasing or selling securities (including options, warrants and rights relating thereto) of Take-Two or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

9. STANDSTILL

- 9.1 For a period of 12 months from the date of this agreement Take-Two will not (and will procure that none of Take-Two's Group Undertakings will) either alone or with other persons, directly or indirectly:
 - 9.1.1 acquire, or procure or induce any other person to acquire, any interest in securities (as defined in the Code) of Codemasters ("**Relevant Securities**");
 - 9.1.2 enter into any agreement, arrangement or understanding (whether legally binding or not) or do or omit to do any act as a result of which it or any other person may acquire an interest in the Relevant Securities;

- 9.1.3 make, or procure or induce any other person to make, any Offer for all or any of the Relevant Securities;
 - 9.1.4 enter into any agreement, arrangement or understanding (whether legally binding or not), or do or omit to do any act as a result of which Take-Two or any Take-Two Group Undertaking may become obliged to make an Offer (whether under the Code or otherwise) for all or any of the Relevant Securities;
 - 9.1.5 announce, or procure or induce any other person to announce, any Offer for all or any of the Relevant Securities;
 - 9.1.6 enter into any agreement, arrangement or understanding (whether legally binding or not), or do or omit to do any act as a result of which it or any other person may become obliged to announce an Offer (whether under the Code or otherwise) for all or any of the Relevant Securities;
 - 9.1.7 enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any of the Relevant Securities; or
 - 9.1.8 contact or communicate with any shareholder of Codemasters in connection with the Purpose.
- 9.2 The restrictions in clause 9.1 will not apply:
- 9.2.1 if Codemasters has provided its prior written consent to the actions taken by Take-Two;
 - 9.2.2 so as to prevent any of Take-Two's Authorised Professional Advisers from taking any action in the normal course of that person's investment or advisory business, provided such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, Take-Two or any of Take-Two's Group Undertakings or anyone else in receipt of Confidential Information pursuant to the terms of this agreement;
 - 9.2.3 from the time of any public announcement of a firm intention to make an Offer by Take-Two or any Take-Two Group Undertaking for all or part of the share capital of Codemasters that, at the time of the announcement, is to be recommended by the directors of Codemasters;
 - 9.2.4 from the time a third party (other than Take-Two or any Take-Two Group Undertaking) which is not acting in concert with Take-Two or any Take-Two Group Undertaking announces a firm intention to make an Offer for Codemasters;
 - 9.2.5 so as to prevent Take-Two or any Take-Two Group Undertaking or any of its Authorised Professional Advisers, from acquiring any company which holds, or is interested in, any Relevant Securities except where the principal reason for the purchase is to acquire an interest in Relevant Securities; or
 - 9.2.6 if any third party (together with its concert parties) not being Take-Two or any Take-Two Group Undertaking (or anyone acting in concert with any of them) becomes interested in Relevant Securities carrying 30% or more of the voting rights of Codemasters and makes, or is required under the Code to make, an Offer for Codemasters.
- 9.3 For the purposes of this clause 9, "**acting in concert**" shall have the meaning given to it in the Code, and "**concert parties**" shall be construed accordingly.
- 9.4 If Take-Two or any of Take-Two's Group Undertakings acquires any interest in securities of Codemasters in breach of clause 9.1, then on request by Codemasters and without prejudice

to any other rights of Codemasters under this agreement, Take-Two shall, and shall procure that the relevant Take-Two Group Undertaking shall, use all reasonable endeavours to dispose of or procure the disposal of such interest within 30 days.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Codemasters, another member of the Codemasters Group or their licensors owns all right, title and interest in the Confidential Information referred to in paragraphs (a) and (e) of the definition of Confidential Information set out in clause 1.1, and no licence or right to use any Intellectual Property or any right to use any Confidential Information is granted by Codemasters or any member of the Codemasters Group or any of their licensors, except as permitted under the terms of this agreement.

11. NO WARRANTY

- 11.1 Nothing in this agreement will imply any obligation on Codemasters or any of the Codemasters Parties to disclose any Confidential Information to any Take-Two Party, to update or correct any Confidential Information or to enter into any negotiation or agreement in relation to the Purpose or otherwise. Take-Two further acknowledges that Codemasters is not under and will not be under any obligation to recommend any offer or accept any offer or proposal that may be made by or on behalf of Take-Two or any Take-Two Group Undertaking in the course of any negotiations in relation to the potential transaction contemplated by the Purpose.
- 11.2 Nothing in this agreement will restrict any Codemasters Party from disclosing Confidential Information to any third party or from entering into any negotiation and/or agreement with any third party in relation to the Purpose or otherwise.
- 11.3 Take-Two acknowledges that Codemasters is subject to the Code and that nothing in this agreement shall prevent Codemasters from making an announcement relating to any possible offer by Take-Two or any Take-Two Group Undertaking or publicly identifying Take-Two or any Take-Two Group Undertaking at any time Codemasters considers appropriate, provided that to the extent permitted by applicable law and regulation (including the Code), and it is reasonably practicable to do so, Codemasters will notify and consult with Take-Two in advance of making any such announcement.
- 11.4 Neither Codemasters (nor any other Codemasters Party) makes any warranty, representation, statement or undertaking (whether express or implied) in respect of the accuracy, reasonableness or completeness of the Confidential Information.
- 11.5 Except to the extent that any representation or warranty relating to the Confidential Information made in any binding agreement (other than this agreement) relating to a transaction contemplated by the Purpose is enforceable by Take-Two, Take-Two:
- 11.5.1 will not (and Take-Two will procure that no Take-Two Party will) rely on the Confidential Information; and
 - 11.5.2 agrees that neither it (nor any other Take-Two Party) will have any remedy against Codemasters or any other Codemasters Party in respect of the inaccuracy, unreasonableness or incompleteness of any Confidential Information.
- 11.6 Neither Codemasters nor any other Codemasters Party will have any liability (whether in contract, tort (including negligence), misrepresentation, under any statute or otherwise) to Take-Two or any Take-Two Party in relation to the Confidential Information or its accuracy, reasonableness or completeness.
- 11.7 Take-Two acknowledges and agrees that any and all documents and information (whether containing Confidential Information or otherwise) made available to Take-Two or any Take-Two Party prior to or in the course of discussions in respect of the Purpose or otherwise shall not constitute an offer by any person and are not intended as, and should not be construed in

any way as, a recommendation, invitation or inducement (direct or indirect) to Take-Two or any Take-Two Party to engage in investment activity.

- 11.8 Nothing in this agreement will operate to exclude or restrict any person's liability (if any) for its fraud or fraudulent misrepresentation or the fraud or fraudulent misrepresentation of a person for whom it is vicariously liable.

12. TERMINATION

- 12.1 This agreement will continue in full force and effect until the earlier of:

12.1.1 the date falling two years after the date of this agreement; and

12.1.2 if applicable, the completion by Take-Two or a Take-Two Group Undertaking of a transaction contemplated by the Purpose.

- 12.2 Termination or expiry of this agreement is without prejudice to:

12.2.1 the provisions of this agreement which, under clause 6.2, apply to any Confidential Information retained by a Take-Two Party pursuant to clause 6.2; and

12.2.2 any rights, obligation, claims (including claims for damages for breach) and liabilities which have accrued prior to termination.

13. NON-SOLICITATION OF KEY EMPLOYEES

- 13.1 Take-Two undertakes to Codemasters (and each other member of the Codemasters Group) that Take-Two will not, and will procure that none of Take-Two's Group Undertakings who receive Confidential Information or who have had any dealings with any Key Employee in connection with the Purpose will, without the prior written consent of Codemasters (to be given at Codemasters' absolute discretion), during the period of nine months from the date of this agreement, directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person:

13.1.1 entice, solicit or procure any Key Employee to leave employment or service with any member of the Codemasters Group (or attempt to do so) whether or not that Key Employee would commit any breach of contract in leaving such employment or service; or

13.1.2 procure or facilitate the making of any such offer or attempt by any other person.

- 13.2 The placing of an advertisement of a post available to a member of the public generally, and not aimed or targeted at Key Employees, or the recruitment of a Key Employee who responds to such an advertisement, shall not constitute a breach of clause 13.1.

- 13.3 For the purposes of this clause 13 "**solicit**" or "**entice**" means the soliciting or enticing of a Key Employee with a view to engaging such person as an employee, director, sub-contractor, consultant or independent contractor or through a company, body corporate, partnership, joint venture or other entity owned by a Key Employee or his or her family.

- 13.4 The undertakings in this clause 13 are given for the benefit of Codemasters and each other member of the Codemasters Group.

- 13.5 Notwithstanding anything to the contrary contained herein, the restrictions and limitations set out in clause 13.1 shall not apply to any Rockstar Entity.

14. RESTRICTIONS ON CONSORTIUM ARRANGEMENTS

- 14.1 Take-Two confirms that, in relation to the Purpose, it is acting as principal and/or on behalf of the Take-Two Parties and not as nominee, agent or broker for any other person, and that, subject to clause 7.2.3, it will be responsible for its own costs whether incurred by it or any Take-Two Party in connection with the Purpose and in complying with the terms of this agreement.
- 14.2 Notwithstanding any other provision of this agreement, Take-Two undertakes to Codemasters (and to each member of the Codemasters Group) that:
- 14.2.1 neither Take-Two nor any Take-Two Party has entered into any agreement or arrangement (whether or not binding) to act in consortium or in concert with any other person or entity in connection with the Purpose on or before the date of this agreement; and
- 14.2.2 Take-Two shall not, and shall procure that none of the Take-Two Parties shall, without the prior written consent of Codemasters (to be given at Codemasters' absolute discretion), enter into any agreement or arrangement referred to in clause 14.2.1 or commence or continue any discussions with any third party in relation thereto.

15. RIGHTS OF THIRD PARTIES

- 15.1 Each of the Codemasters Parties and (in relation to clause 3) the Take-Two Parties will be entitled to enforce the terms of this agreement subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of this agreement.
- 15.2 The parties may vary or rescind this agreement without the consent of the persons referred to in clause 15.1 that are not a party.
- 15.3 Save as provided in clause 15.1, the parties do not intend that any term of this agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.

16. GENERAL

- 16.1 Take-Two is entering into this agreement in consideration of the disclosure of Confidential Information by or on behalf of Codemasters or another Codemasters Party.
- 16.2 Take-Two acknowledges and agrees that damages alone would not be an adequate remedy for breach of clauses 2, 5, 6, 7 and 13, by Take-Two or any other Take-Two Party. Accordingly, Codemasters (or any other member of the Codemasters Group) will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of such clauses by Take-Two or any other Take-Two Party.
- 16.3 Codemasters acknowledges and agrees that damages alone would not be an adequate remedy for any breach of clause 3 by Codemasters or any other Codemasters Party. Accordingly, Take-Two (or any Take-Two Group Undertaking) will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of clause 3 by Codemasters or any other Codemasters Party.
- 16.4 A delay in exercising or failure to exercise a right or remedy under or in connection with this agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is writing and signed by the party giving it and only in

the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

16.5 This agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.

16.6 Take-Two will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under this agreement. Codemasters will be entitled to assign, transfer, charge and deal in any other manner with any of its rights under this agreement to any other member of the Codemasters Group.

16.7 Each party will bear its own costs and expenses incurred in connection with or arising out of the negotiation, preparation and execution of this agreement.

16.8 Take-Two will be responsible for any breach of any of the terms of this agreement by any Take-Two Party.

17. SEVERABILITY

17.1 If any term of this agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this agreement and this will not affect the remainder of this agreement which will continue in full force and effect.

18. NOTICE

18.1 Subject to clause 18.6 any notice or other communication given under or in connection with this agreement will be in writing and in the English language, marked for the attention of the specified representative of the party to be given the notice and:

18.1.1 sent to that party's address by pre-paid mail delivery service providing guaranteed next working day delivery and proof of delivery;

18.1.2 delivered to or left at that party's address (but not, in either case, by one of the methods set out in clause 18.1.1); or

18.1.3 sent by e-mail to that party's e-mail address.

18.2 The address, representative and e-mail address for each party are set out below and may be changed by that party giving at least seven Business Days' notice in accordance with this clause 18.

Codemasters

Codemasters Campus
Stoneythorpe
Southam
Warwickshire
CV47 2DL
England

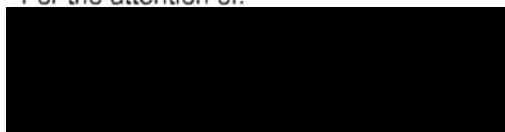
Take-Two

110 West 44th Street
New York
NY 10036
USA

For the attention of:



For the attention of:



18.3 Any notice or communication given in accordance with clause 18.1 will be deemed to have been served:

- 18.3.1 if given by pre-paid mail delivery service as set out in clause 18.1.1, at 9.00 am on the second Business Day after the date of posting;
- 18.3.2 if given as set out in clause 18.1.2, at the time the notice or communication is delivered to or left at that party's address; and
- 18.3.3 if given by e-mail as set out in clause 18.1.3, at the time of transmission (unless the sender receives notification that the e-mail has not been delivered successfully),

provided that if a notice or communication is deemed to be served before 9.00 am on a Business Day it will be deemed to be served at 9.00 am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00 pm on a Business Day it will be deemed to be served at 9.00 am on the immediately following Business Day.

- 18.4 For the purposes only of this clause 18, references in the case of service of notice on Take-Two to time of day are to the time of day at the address of Take-Two as referred to in clause 18.2.
- 18.5 To prove service of a notice or other communication it will be sufficient to prove that the provisions of clause 18.1 were complied with.
- 18.6 This clause 18 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

19. ENTIRE AGREEMENT

- 19.1 This agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
 - 19.1.1 Take-Two has not entered into this agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by Codemasters or any other Codemasters Party and whether made to Take-Two or any other Take-Two Party) which is not expressly set out in this agreement; and
 - 19.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this agreement and which is set out in this agreement will be for breach of contract;
 - 19.1.3 nothing in this clause 19 will be interpreted or construed as limiting or excluding the liability of any Codemasters Party or any Take-Two Party for fraud or fraudulent misrepresentation.

20. GOVERNING LAW

- 20.1 This agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

21. JURISDICTION

- 21.1 The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this agreement (including in relation to any non-contractual obligations).

22. PROCESS AGENT

- 22.1 Take-Two appoints the following person as its agent in the United Kingdom to accept the service of process in any legal action or proceedings arising out of this agreement ("**Process Agent**"):

Name: Take Two Interactive Software Europe Limited
Address: Saxon House, 2-4 Victoria Street, Windsor, SL4 1EN

- 22.2 Take-Two must notify Codemasters of:
- 22.2.1 any change of address of the Process Agent no later than five Business Days prior to the date of such a change; and
 - 22.2.2 (if relevant) the fact that the Process Agent ceases to have an address within the United Kingdom, in which case Take-Two must appoint a new Process Agent and notify Codemasters in writing within five Business Days of the date of the appointment of the new Process Agent.

SIGNED BY or on behalf of the parties on the date stated at the beginning of this agreement.

Signed by
[Redacted]
for and on behalf of
CODEMASTERS GROUP HOLDINGS PLC

[Redacted Signature]

Signature of director/officer

Signed by **TAKE-TWO INTERACTIVE SOFTWARE, INC** a company incorporated in the State of Delaware, USA and acting by [Redacted] being a person who, in accordance with the laws of that territory, is acting under the authority of such company

[Redacted Signature]

Authorised signatory

APPENDIX

List of Rockstar Entities

1. Rockstar Games, Inc.
2. Rockstar North Limited
3. Rockstar International Limited
4. Rockstar Interactive India LLP
5. Rockstar Games India Private Limited
6. Rockstar San Diego, Inc.
7. Rockstar New England, Inc.
8. Rockstar Games Toronto ULC