

DATED 24th November 2020

CODEMASTERS GROUP HOLDINGS PLC (1)

AND

ELECTRONIC ARTS INC. (2)

CONFIDENTIALITY AGREEMENT



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THIS AGREEMENT is made on 24th November 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**"); and
- (2) **ELECTRONIC ARTS INC.**, incorporated and registered in the State of Delaware, USA with company number 2262497 whose principal address is at 209 Redwood Shores Parkway, Redwood City, California 94065, USA ("**EA**")

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 EA 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 California, 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 EA Party (on or after the date of this agreement) or is obtained by any EA 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 of a confidential nature has been or may be disclosed to the EA 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;

EA Parties

EA, each of EA's Group Undertakings, the respective Representatives and Authorised Professional Advisors of EA and EA's Group Undertakings and any Funder (and its respective legal, financial and tax advisors), and "**EA Party**" means any of them;

Funder

any bank, financial institution or other professional lender that provides, or proposes or intends to provide, finance to EA or an EA 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 EA or any EA Group Undertaking is first introduced, or

with whom EA or any EA 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 EA or an EA 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 an EA 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; and
Subsidiary Undertaking	the meaning set out in section 1162 Companies Act 2006;

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; and

- 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 EA, EA undertakes to Codemasters and each member of the Codemasters Group that EA will, and will procure that each other EA 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, EA's Representatives or any other EA Parties);
- 2.1.2 use the Confidential Information solely for the Purpose;
- 2.1.3 promptly notify Codemasters in writing as soon as EA 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 EA 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 EA's (or that EA 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 EA 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 EA Party (on or after the date of this agreement) or is obtained by any EA 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 EA will inform each of the EA 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, EA undertakes that it will not, and will procure that none of the other EA 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 EA will, and will procure that each other EA 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 EA 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 EA and each EA 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 EA 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.

- 3.3 Codemasters undertakes to EA and each EA Group Undertaking that Codemasters will in relation to any disclosure required pursuant to clause 3.2.3:
- 3.3.1 (to the extent lawful):
 - 3.3.1.1 take all reasonable and practicable steps to avoid the need to make such disclosure; and
 - 3.3.1.2 notify EA in advance of the circumstances of and content of the proposed disclosure and comply with all reasonable and practicable requests of EA in relation to the content, purpose and means of disclosure;
 - 3.3.2 where Codemasters is not able to inform EA prior to the making of the disclosure, it will (to the extent lawful) inform EA promptly after the making of the disclosure of the full circumstances and (to the extent lawful) provide details of all Confidential Information that has been disclosed;
 - 3.3.3 reasonably co-operate with EA (at EA's cost and expense) in any proceedings brought by EA to challenge or dispute any request to make such disclosure; and
 - 3.3.4 disclose the minimum amount of Confidential Information referred to in paragraphs (b) to (d) (inclusive) of the definition of Confidential Information set out in clause 1.1 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 disclosure subject to obligations of confidence, consistent, so far as reasonably possible, with the terms of this agreement.

4. EXCLUDED INFORMATION

- 4.1 Subject to clause 4.1.3, EA'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 an EA Party;
 - 4.1.2 EA can prove to the reasonable satisfaction of Codemasters from written records or other substantive evidence:
 - 4.1.2.1 has been received by EA or one of its Group Undertakings or any of their respective Representatives at any time from a third party who, so far as EA 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 EA or the relevant Group Undertaking or Representatives without limitation;
 - 4.1.2.2 was independently developed by EA 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 EA or one of its Group Undertakings or Representatives and, so far as EA 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 EA

5.1 EA may disclose Confidential Information to any EA Party to the extent that:

5.1.1 that EA 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, EA must make that EA 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. EA will be liable for the acts and omissions of the EA Parties, which if done or omitted to be done by EA would constitute a breach of this agreement, as if they were acts and omissions of EA.

5.2 EA will procure that any EA Group Undertaking and any Representative of EA or of any EA Group Undertaking to whom EA 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 EA 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, EA will (and will procure that each EA Party will) cease to use the Confidential Information (including for the Purpose) and:

6.1.1 either (at EA's option) 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 EA Party may retain any Confidential Information:

6.2.1 which that EA 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 EA are traded; or

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 an EA 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 EA 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 EA 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 EA 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; and
- 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 EA acknowledges, and will advise all of the EA 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 EA 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 EA will not, and will procure that none of the other EA 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 EA consents to being made an "insider" within the meaning of the CJA and/or MAR and will bring to the attention of the EA 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 EA 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, EA 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 EA 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 EA will not (and will procure that none of EA'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 EA or any EA 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 EA;

9.2.2 so as to prevent any of EA'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, EA or any of EA'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 EA or any EA Group Undertaking for all or part of the share capital of Codemasters;

9.2.4 from the time a third party (other than Take-Two Interactive Software, Inc or any Group Undertaking of it or EA or any EA Group Undertaking) which is not acting in concert with EA or any EA Group Undertaking announces a firm intention to make an Offer for Codemasters;

- 9.2.5 so as to prevent EA or any EA 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 Interactive Software, Inc or any Group Undertaking of it or EA or any EA 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 EA or any of EA'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, EA shall, and shall procure that the relevant EA 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 EA Party, to update or correct any Confidential Information or to enter into any negotiation or agreement in relation to the Purpose or otherwise. EA 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 EA or any EA 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 EA 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 EA or any EA Group Undertaking or publicly identifying EA or any EA 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 EA 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 EA, EA:
- 11.5.1 will not (and EA will procure that no EA Party will) rely on the Confidential Information; and

- 11.5.2 agrees that neither it (nor any other EA 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 EA or any EA Party in relation to the Confidential Information or its accuracy, reasonableness or completeness.
- 11.7 EA acknowledges and agrees that any and all documents and information (whether containing Confidential Information or otherwise) made available to EA or any EA 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 EA or any EA 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 EA or an EA 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 an EA 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 EA undertakes to Codemasters (and each other member of the Codemasters Group) that EA will not, and will procure that none of EA'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.

14. RESTRICTIONS ON CONSORTIUM ARRANGEMENTS

- 14.1 EA confirms that, in relation to the Purpose, it is acting as principal and/or on behalf of the EA 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 EA Party in connection with the Purpose and in complying with the terms of this agreement.

- 14.2 Notwithstanding any other provision of this agreement, EA undertakes to Codemasters (and to each member of the Codemasters Group) that:

14.2.1 neither EA nor any EA 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 EA shall not, and shall procure that none of the EA 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 EA 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 EA 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 EA acknowledges and agrees that damages alone would not be an adequate remedy for breach of clauses 2, 5, 6, 7 and 13, by EA or any other EA 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 EA or any other EA 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, EA (or any EA 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 EA 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 EA will be responsible for any breach of any of the terms of this agreement by any EA Party.

17. SEVERABILITY

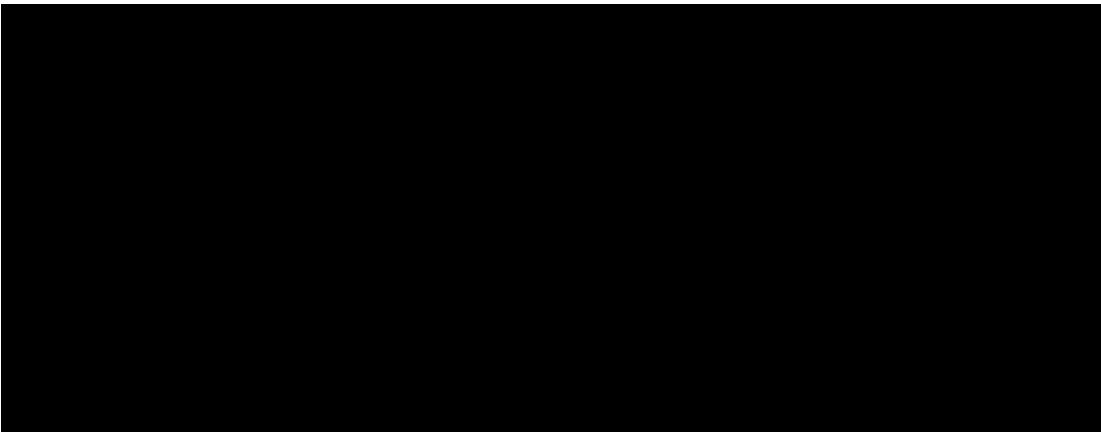
- 17.1 If any term of this agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this agreement and this will not affect the remainder of this agreement which will continue in full force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

EA



- 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 EA to time of day are to the time of day at the address of EA 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 EA 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 EA or any other EA 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 EA Party for fraud or fraudulent misrepresentation.

20. GOVERNING LAW

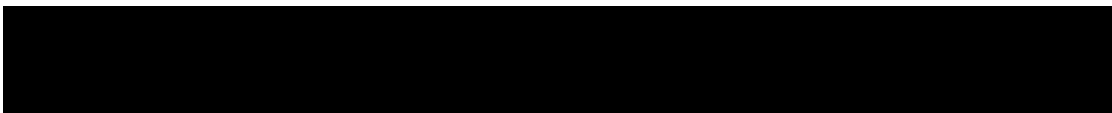
- 20.1 This agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

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 EA 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**"):



22.2 EA 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 EA 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]

Director

Signed by **ELECTRONIC ARTS INC.**)
a company incorporated in the State of)
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)

Authorised signatory

22.2 EA 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

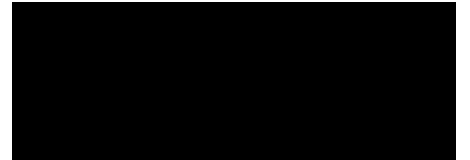
22.2.2 (if relevant) the fact that the Process Agent ceases to have an address within the United Kingdom, in which case EA must appoint a new Process Agent and notify Codemasters in writing within five Business Days of the date of the appointment of the new Process Agent.

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

Signed by _____)
for and on behalf of _____)
CODEMASTERS GROUP HOLDINGS PLC)

Director

Signed by **ELECTRONIC ARTS INC.**)
a company incorporated in the State of)
of Delaware, USA and acting by)
_____ being a person)
who, in accordance with the laws of that)
territory, is acting under the authority of)
such company)



Authorised signatory