

**ARENANET, INC.**

**UNILATERAL NONDISCLOSURE AGREEMENT**

This Unilateral Nondisclosure Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between ArenaNet, Inc., a Washington corporation (the "ArenaNet"), and \_\_\_\_\_ (the "Recipient").

1. **Purpose.** ArenaNet and/or its affiliates (including without limitation NCsoft Corporation, NC Interactive, Inc. and NCsoft Europe Ltd.) (collectively, "Company") and Recipient wish to enable Recipient to view or play Company's confidential game(s) under development and/or explore a business opportunity of mutual interest (the "Opportunity") and in connection with the Opportunity, Company may disclose to Recipient certain confidential game, technical and business information which Company desires Recipient to treat as confidential.

2. **"Confidential Information"** means any information disclosed to Recipient by Company, either directly or indirectly in writing, orally, or by inspection of tangible objects, including, without limitation, games under development, business plans, customer data, customer lists, customer names, designs documents, drawings, engineering information, financial analysis, hardware configuration information, inventions, market information, marketing plans, processes, products, product plans, research, services, specifications, software, source code or trade secrets. Confidential Information may also include information disclosed to Company by third parties. Confidential Information shall not, however, include any information which Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by Company; (ii) becomes publicly known and made generally available after disclosure to Recipient by Company through no action or inaction of Recipient; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Company as shown by Recipient's files and records immediately prior to the time of disclosure.

3. **Non-disclosure and Non-Use.** Recipient agrees not to disclose any Confidential Information to third parties or to employees of Recipient, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the Opportunity. Recipient agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Opportunity or to perform work for Company. Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Company's Confidential Information and which are provided to Recipient hereunder.

4. **Maintenance of Confidentiality.** Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information and shall have its employees, if any, who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by Company. Recipient shall reproduce Company's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify Company in the event of any unauthorized use or disclosure of the Confidential Information.

5. **No Obligation.** Nothing herein shall obligate the Company or Recipient to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity.

6. **Ownership and No License.** All Confidential Information and any derivatives thereof, whether created by Company or Recipient, shall be and remain the sole property of Company. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, copyright, trademark or other intellectual property right of the Company, nor shall this Agreement grant Recipient any rights in or to Confidential Information except as expressly set forth herein.

7. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

8. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be promptly returned to the Company upon the Company's request.

9. **Remedies.** Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Company, entitling the Company to obtain injunctive relief in addition to all legal remedies.

10. **Recipient Information.** The Company does not wish to receive any confidential information from Recipient, and the Company assumes no obligation, either express or implied, with respect to any information disclosed by Recipient.

11. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until either (i) no Confidential Information has been given to Recipient for a period of ten (10) years, or (ii) the parties agree in writing to terminate it. Upon expiration or termination of this Agreement, all rights and obligations hereunder shall cease.

12. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Washington, without reference to conflict of laws principles. Any suit to enforce this Agreement shall be brought exclusively in King County, Washington and the parties hereby submit to the personal jurisdiction of such courts and waive any venue objection. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

**COMPANY – ArenaNet, Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RECIPIENT – \_\_\_\_\_**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print title if signing on behalf of an entity)