

PARTICIPANT AGREEMENT

This Participant Agreement (the “**Agreement**”) is made and entered into by the undersigned individual (“**Participant**”) and _____ (“**Supplier**”) for the benefit of Take-Two Interactive Software, Inc., collectively with its parents, sister companies, subsidiaries, divisions, affiliates, related and/or associated entities (the “**Company**”).

In consideration of my participation in the focus groups, game testing, surveys, interviews, discussions and/or other information gathering activities (the “**Activities**”) and for other good and valuable consideration, I hereby agree, with the intention of being legally bound, to the terms and conditions in this Agreement.

1. **Confidential Information:** During and/or in connection with the Activities, I will see, hear, receive or otherwise learn information about the Company and its games that is not publicly known or generally available (“**Confidential Information**”). I will not disclose or use any Confidential Information (except as required for me to participate in the Activities) and, following the Activities, I will take all appropriate measures to safeguard the Confidential Information and protect it against disclosure, misuse, espionage, loss and theft. I shall immediately notify the Company upon discovery of any unauthorized disclosure or use of Confidential Information, and I shall cooperate with the Company in every reasonable way to help the Company regain possession of the Confidential Information and to prevent its further unauthorized disclosure or use. I understand these rules mean, for example, that I may not post, share or discuss Confidential Information in blogs, personal websites, social networking sites (such as Facebook), message boards, discussion forums, content sharing sites (such as YouTube), instant messaging, or email. Confidential Information includes but is not limited to: (a) business methods and procedures, technical information and specifications, testing methods and data, research and development techniques and activities; (b) game titles, features, concepts, themes, dialogue, characters, characterizations, storylines, designs, artwork, logos, packaging, proprietary software code (source and object code), and other game-related materials, promotional materials; (c) the steam keys or codes, or any other means provided by the Company to the Participant to access the game that is the subject of the Activities; (d) pricing policies, promotion and marketing plans, game release timing or details, and plans for expansions or sequels; (e) employees, clients, customers, licensees, licensors, suppliers or business partners; (f) intellectual property, trade secrets, passwords, and know-how; (g) past, present or future products or services; and (h) information that the Company identifies or treats as Confidential Information or that I know or should reasonably know is Confidential Information. Confidential Information does not include information that is or later becomes publicly known and made generally available through no fault of my own. In the event I am legally required to disclose Confidential Information pursuant to a court order, subpoena or other valid legal process or authority, I shall: (i) provide prompt written notice and copies of all supporting documentation to the Company prior to making any disclosure; (ii) cooperate with the Company’s efforts to oppose or otherwise limit any disclosure; and (iii) use my best efforts, including all available legal protections (e.g., filing documents under seal), to make any required disclosure in such manner as to maintain the confidentiality of such information. Notwithstanding the foregoing, I shall continue to treat such information as Confidential Information with respect to any other disclosure or use.
2. **Defense Trade Secrets Act.** Notice is hereby given that this agreement does not affect any immunity 18 USC § 1833(b). As such, an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; and/or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
3. **Return of Materials Following the Activities:** Upon finishing the Activities (or earlier if requested), I will return all materials I received in connection with the Activities (including all copies) and delete or destroy all my personal records of the Activities (including notes, pictures and video or audio recordings), whether or not the materials or records contain Confidential Information. This rule will not apply to any materials or records the Company gives me permission in writing to keep after the Activities. I may also keep a copy of this Agreement for my own reference and, if I do so, I agree that I will treat it as Confidential Information.
4. **Feedback and Recordings:** During and/or in connection with the Activities, I may provide or volunteer suggestions, ideas or other information (“**Feedback**”) and the Company may record my participation in the

Activities by any means in any media including audio, video and still images (“**Recordings**”). I hereby consent to such Recordings. I acknowledge and agree that all such Feedback and Recordings shall be “works made for hire” within the meaning of the United States Copyright Act and other applicable intellectual property laws (and, solely for the purposes of such laws, I shall be considered an employee for hire of the Company), such that the Company shall be deemed the sole and exclusive owner thereof together with all related intellectual property rights and exploitation rights, throughout the world, in perpetuity. To the extent, if any, that any Feedback or Recording is not deemed a “work made for hire” or I am otherwise deemed to retain any rights, title or interest in or to any Feedback or Recording, I hereby irrevocably agree to transfer and assign, and do hereby transfer and assign, to the Company all rights, title and interest I may have or acquire throughout the world in and to such Feedback or Recording, without additional compensation, and I hereby irrevocably agree to waive, and do hereby waive, any so-called moral rights of authors or other special rights which I may have or acquire therein, however denominated, throughout the world.

5. **Non-Disparagement:** I agree that I shall not, at any time, directly or indirectly disparage the Company or request, instruct, induce, encourage, authorize or assist others to do so. For the purposes of this Agreement, “disparage” shall include making or publishing any statement or other content, whether in written, oral, electronic, digital or other form, truthful or otherwise, which may reasonably be expected to adversely affect the business, public image, reputation or goodwill of the Company, including, without limitation, as applicable, its operations, its employees, directors or related persons, and its past, present or future products or services. I acknowledge and agree that this prohibition includes, without limitation, making or publishing any such statements or other content on blogs and microblogs (such as Twitter), personal websites and web pages, social and professional networking sites (such as Facebook or LinkedIn), message boards, discussion forums, wikis and other interactive sites, social bookmarking services (such as Digg), and video and other content sharing sites (such as YouTube). Notwithstanding the foregoing, it shall not be a violation of this Section for me to truthfully and accurately (i) testify pursuant to any lawful court order or valid subpoena, (ii) cooperate with a governmental agency investigation, or (iii) respond to or provide disclosures as otherwise required by law.
6. **Company’s Use of Feedback and Recordings:** I hereby grant the Company the right (but not the obligation) to use, edit, modify, distribute and exploit, for any purpose in connection with its business, in any and all media now known or hereafter developed, the Feedback, Recordings and/or my likeness, image, voice, statements, actions, characteristics and other identifiable attributes captured in the Recordings or otherwise during the Activities (the “**Attributes**”), in whole or in part, unaltered or altered, alone or with other material, with or without attribution and/or identification. I acknowledge and agree that I have no right to inspect or approve any matter or material containing the Feedback, Recordings and/or Attributes that may be used pursuant to this Agreement. I acknowledge and agree that the Company shall have sole and exclusive ownership of all results and proceeds from the Feedback, Recordings and/or Attributes used pursuant to this Agreement and that I am not entitled to any compensation, credit or acknowledgment.
7. **Participant’s Representations:** I hereby represent, warrant and covenant as follows: (a) I have the right to grant the rights herein, free and clear of any obligation to any third party, and such grant does not violate any agreement I may have with any third party including, without limitation, any union or guild; and (b) the Company’s use of the Feedback, Recordings and/or Attributes pursuant to this Agreement will not require any additional permissions from and/or payments to any third party including, without limitation, any union or guild.
8. **Participant’s Release of Claims:** I hereby release, acquit and fully, finally and forever discharge the Company, together with its designees acting on its behalf, from any and all claims, demands, causes of action, proceedings, liabilities, losses, damages, costs, fees and expenses of any kind or nature whatsoever that I may have now or in the future in connection with the Company’s use of the Feedback, Recordings and/or Attributes or its exercise of any other rights granted hereunder, including, without limitation, any claim based upon libel, defamation, invasion of right of privacy, publicity or personality, copyright or trademark infringement or unfair competition. I agree not to institute any legal action based on any of the grounds specified in this Section and I hereby waive all rights to any equitable relief in connection with this Agreement.
9. **Personal Data:** I understand that the Company will process my personal data as part of the Activities based on the privacy policy located at <https://www.take2games.com/privacy>.

10. **Injunctive Relief:** In addition to any other rights and remedies Company may have at law or equity, I hereby acknowledge and agree that: (i) any breach or threatened breach of this Agreement would cause irreparable harm or injury to the Company; (ii) monetary damages would not provide an adequate remedy to the Company; (iii) the Company shall be entitled to preliminary and other injunctive relief, an order for specific performance of this Agreement, and other equitable relief; and (iv) no undertaking, bond or other security shall be required in order to obtain such equitable relief (unless mandatory under applicable law).
11. **General Provisions:** I acknowledge and agree that: (a) all the rights I have granted herein to the Company are perpetual, irrevocable, unlimited, fully paid-up, royalty-free and worldwide; (b) in the event of any breach of any of my duties and obligations hereunder, the Company would be irreparably injured, monetary damages would not be an adequate remedy, and the Company shall be entitled to equitable relief in addition to any other remedies it may have; (c) this Agreement shall be irrevocable upon delivery and may not be modified; (d) this Agreement shall inure to the benefit of the Company's successors and assigns; (e) this Agreement sets forth the entire agreement with respect to the subject matter hereof; (f) this Agreement shall be governed by the laws of the State of New York applicable to contracts made and wholly performed therein and I irrevocably submit to the exclusive jurisdiction of the federal and state courts located in the County of New York, New York in connection with any action hereunder and I hereby waive any objection to venue; and (g) this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument and signatures transmitted electronically or via facsimile shall be deemed originals for all purposes.

I understand, accept and agree to the terms and conditions of this Agreement:

Participant Signature

Participant Address (Street / Apt)

Participant Name (Print)

Participant Address (City / State / ZIP Code)

Date

Are you under 18 years of age?***

***If you are under 18, you will not be allowed to participate in the Activities (and you will not receive any payment) unless your parent or legal guardian completes the Parent / Legal Guardian Rider below.

Parent / Legal Guardian Rider ("Rider"): As the parent or legal guardian of the Participant named above, I hereby expressly approve of the Agreement and consent to my child's participation in the Activities under these terms and conditions. I will use my best efforts to make sure my child complies with the Agreement, including, among other things, my child's obligation to avoid disclosing Confidential Information. I acknowledge and agree that I may be held responsible if my child breaches the Agreement. The consideration referenced in the Agreement shall be deemed to be the consideration in full for the Agreement and this Rider.

I understand, accept and agree to the terms and conditions of the Agreement and this Rider:

Parent or Legal Guardian's Signature

Parent or Legal Guardian's Address (Street / Apt)

Parent or Legal Guardian's Name (Print)

Parent or Legal Guardian's (City / State / ZIP Code)

Date