

[to be typed on your headed paper]

To: Konami Digital Entertainment GmbH
HIT-PR
Anouk Tates
Ginnekenweg 275
4835 NC Breda
The Netherlands

Konami Digital Entertainment Co., Ltd
9-7-2, Akasaka
Minato-ku, Tokyo 107-8324
Japan

(together “you”, “your”)

IN CONSIDERATION of the sum of £1 and other good and valuable consideration the receipt and sufficiency of which we acknowledge and in order to induce you to provide us with preview and review copies of certain video games (the “Games”) we hereby undertake:

1. To use any discs supplied by you containing preview copies of the Games (the “Preview Copies”) and any discs supplied by you containing review copies of Games (the “Review Copies”) and all information contained on them in whatever form (together, the “Confidential Information”) solely for the purpose of preparing articles relating to the Game and not for any other purpose.
2. To comply with any written instruction, request or notice from you or any agency authorised on your behalf not to publish or broadcast any article or other matter based on or containing any of the Confidential Information in any magazine or website or otherwise as the case may be, or not to do so before a certain date.
3. To provide written confirmation of our receipt of the Confidential Information, by e-mail headed “PREVIEW COPY RECEIVED” or “REVIEW COPY RECEIVED” as the case may be containing our name, address and contact details together with the name of the Game to you at info@hit-pr.nl within 12 hours of our receipt of the same.
4. To treat the Confidential Information as being strictly private and confidential and to take all steps necessary to prevent the Confidential Information from being disclosed or made public or coming by any means into the possession of any third party (including any of our agents, sub-contractors, professional advisers or associated companies).
5. To restrict the Confidential Information and its circulation and disclosure to individuals who are employed by us and whose identity shall have been approved by you prior to disclosure in writing.
6. Not by any means to copy or part with possession of the whole or any part of the Confidential Information or cause or permit the same PROVIDED THAT unless

notified otherwise we may make and copy screenshots and video footage from the Game and publish broadcast or transmit the same as may be reasonably necessary for the purposes of and in conjunction with our article.

7. Not to alter remove or tamper with any security feature included in the Confidential Information.
8. To keep the Confidential Information in a safe and secure place at all times and to return the Confidential Information to you immediately on your request.
9. To indemnify and keep you at all times indemnified from and against any loss and damage (whether direct, indirect, economic or consequential) including all of your legal costs howsoever arising directly or indirectly as a result of any breach or non-performance of any of our undertakings under this agreement, or any unauthorised disclosure of any of the Confidential Information by any person to whom we have disclosed the Confidential Information.

This agreement shall be governed by and interpreted in accordance with the laws of England and Wales.

Yours faithfully

for and on behalf of
[insert company name]

(Name in print)