



MUTUAL CONFIDENTIALITY AGREEMENT

(V.1.02 Revised 06SEP05 BK © Copyright 2003, Corsair Memory, Inc. All Rights Reserved.)

THIS mutual confidentiality agreement (the "Agreement") is made as of Dec 10th 2006 between Michael Nanieli (the "Company/Organization"), a _____ Corporation having a principal place of business at 499 MANGELS AVE, SAN FRANCISCO, CA 94117 and Corsair Memory, Inc. ("Corsair"), a California corporation, having a principal place of business at 46221 Landing Parkway, Fremont, CA 94538 Tel: (510) 657-8747 Fax: (510) 657-8748; <http://www.corsairmemory.com>.

RECITALS

WHEREAS, Company/Organization and Corsair are engaged in discussions in contemplation of a business relationship or in furtherance of a business relationship;

WHEREAS, in the course of dealings between Company/Organization and Corsair, each party may have access to or have disclosed to it information which is of a confidential nature as that term is later defined in this Agreement; and

WHEREAS, Company/Organization and Corsair each desire to establish and set forth their individual obligations with respect to the other's Confidential Information.

AGREEMENT

In consideration of the foregoing, Company/Organization and Corsair mutually agree as follows:

1. **Disclosure of Confidential Information.** Either party ("Disclosing Party") may disclose to the other party ("Receiving Party"), either orally or in writing, certain information relating to the subject(s) indicated in the following table which it believes is confidential ("Confidential Information"). Confidential Information as used in this Agreement shall mean the information of either Disclosing Party which is disclosed to the Receiving Party pursuant to this Agreement in written form and marked "Confidential" or, if disclosed orally, the Disclosing Party shall send a written summary of such information to the Receiving Party within ninety (90) days of disclosure and mark such summary "Confidential." Confidential Information shall include, but not be limited to, trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, sales and marketing plans and business information:
2. **Confidentiality.** The Receiving Party will use the Disclosing Party's Confidential Information solely to evaluate the commercial potential of a business relationship with the Disclosing Party. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any person except to its employees or consultants to whom it is necessary to disclose the Disclosing Party's Confidential Information for such purposes. The Receiving Party agrees that the Disclosing Party's Confidential Information will be disclosed or made available only to those of its employees or consultants who have agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement. The Receiving Party will take reasonable measures to maintain the confidentiality of the Disclosing Party's Confidential Information, but not less than the measures it uses for its confidential information of similar type. The Receiving Party will immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Disclosing Party's Confidential Information. This confidentiality obligation will not apply to the extent that the Receiving Party can demonstrate that:
 - (a) the Confidential Information of the Disclosing Party is, at the time of disclosure, part of the public domain;
 - (b) the Confidential Information of the Disclosing Party became part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement;
 - (c) the Confidential Information of the Disclosing Party can be established by written evidence to have been in the possession of the Receiving Party at the time of disclosure;
 - (d) the Confidential Information of the Disclosing Party is received by the Receiving Party from a third party without similar restrictions and without breach of this Agreement;
 - (e) the Confidential Information of the Disclosing Party was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party (the Receiving Party shall bear the burden of proving such independent development); or

Corsair Memory Mutual Confidentiality Agreement

(V.1.02 Revised 06SEO05 BK © Copyright 2003, Corsair Memory, Inc. All Rights Reserved.)

- (f) the Confidential Information of the Disclosing Party is required to be disclosed by a government agency to further the objectives of this Agreement, or by a proper court of competent jurisdiction; provided, however, that the Receiving Party will use its best efforts to minimize the disclosure of such information and will consult with and assist the Disclosing Party in obtaining a protective order prior to such disclosure.
3. **Materials.** All materials including, without limitation, documents, drawings, models, products, apparatus, sketches, designs and lists furnished to the Receiving Party by the Disclosing Party and any tangible embodiments of the Disclosing Party's Confidential Information created by the Receiving Party shall remain the property of the Disclosing Party. The Receiving Party shall return to the Disclosing Party or destroy such materials and all copies thereof upon the termination of this Agreement or upon the written request of the Disclosing Party.
4. **No License.** This Agreement does not grant the Receiving Party any license to use the Disclosing Party's Confidential Information except as provided in Article 2.
5. **Term.**
- (a) This Agreement shall terminate **three (3) years** after the Effective Date unless terminated earlier by either party. Either party may terminate this Agreement, with or without cause, by giving notice of termination to the other party. The Agreement shall terminate immediately upon receipt of such notice.
- (b) Upon termination of this Agreement, the Receiving Party shall cease to use the Disclosing Party's Confidential Information and shall comply with Article 3 within twenty (20) days of the date of termination. Upon the request of the Disclosing Party, an officer of the Receiving Party shall certify that the Receiving Party has complied with its obligations in this Section.
- (c) Notwithstanding the termination of this Agreement, the Receiving Party's obligations in Article 2 shall survive such termination.
6. **Export Controls.** The Receiving Party assures the Disclosing Party that it will not knowingly, without prior authorization, if required, of the Office of Export Administration, U.S. Department of Commerce, 14th and Constitution Ave., N.W., Washington, D.C. 20230, export or reexport (as defined in Section 779.1(b)-(c) of the Export Administration Regulations - "Regulations" - and any amendments thereto) the Disclosing Party's Confidential Information or direct products of the Disclosing Party's Confidential Information to any Group Q, S, W, Y or Z country specified in Supplement No. 1 to Section 770 of the Regulations as amended from time to time.
7. **General Provisions.**
- (a) This Agreement shall be governed by and construed in accordance with the laws of the United States and of the State of California as applied to transactions entered into and to be performed wholly within California between California residents. Except as provided in Section 7(b), any dispute arising out of or relating to this Agreement, or the breach, termination or validity thereof, will be submitted by the parties to arbitration, to take place in San Francisco, California, by the American Arbitration Association under the commercial rules then in effect for that Association except as provided in this Section. All proceedings will be held in English and a transcribed record prepared in English. Depositions may be taken and discovery obtained in any such arbitration proceedings in accordance with California Code of Civil Procedure Sections 1283.05 and 1283.1, which is incorporated herein by this reference. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- (b) Notwithstanding Section 7(a), the Disclosing Party shall have the right to obtain preliminary relief on any equitable claim in any court of competent jurisdiction, where such judgment is necessary to preserve its property and/or proprietary rights under this Agreement.
- (c) Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, (b) sent by confirmed telex or telecopy, (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this Section. Such notice will be treated as having been received upon the earlier of actual receipt or five (5) days after posting.
- (d) The Receiving Party agrees that the breach of the provisions of this Agreement by the Receiving Party will cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. The Disclosing Party will, therefore, be entitled to obtain timely injunctive relief to protect the Disclosing Party's rights under this Agreement in addition to any and all remedies available at law.

Corsair Memory Mutual Confidentiality Agreement

(V.1.02 Revised 06SEO05 BK © Copyright 2003, Corsair Memory, Inc. All Rights Reserved.)

- (e) Neither party may assign its rights under this Agreement.
- (f) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.
- (g) No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
- (h) If any part of this Agreement is found invalid or unenforceable, that part will be amended and initialed by both parties to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.
- (i) This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

for Company,	for Corsair Memory, Inc.,
<i>Michal Nowicki</i> Signature	Signature
MICHAL NOWICKI Printed Name	Printed Name
Title	Title
Wed, May 10 th , 2006 Date Signed	Date Signed
Address: 439 MANGELS AVE SAN FRANCISCO, CA 94127 UNITED STATES	Corsair Memory, Inc. Attention: Contracts 46221 Landing Parkway Fremont, CA 94538 Tel: (510) 657-8747 Fax: (510) 657-8748 email: info@Corsairmemory.com web: http://www.Corsairmemory.com