

This Nondisclosure Agreement ("Agreement") is made and entered into as of today's date ("Effective Date") by and between the Logitech ("Logitech"), and the corporation, company, individual or other legal entity set forth in the registration form ("Company").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purpose of Disclosure. The purpose of disclosing Confidential Information is to facilitate discussions about, and the evaluation of, a potential and/or an on-going business relationship between the parties ("Purpose"). Nothing in this Agreement or its operation shall obligate either party to enter into the business relationship contemplated by the Purpose.

2. Confidential Information. "Confidential Information" means nonpublic information of a commercial and/or technical nature that a party to this Agreement ("Discloser") designates as being confidential to the party that receives the information ("Recipient") or is understood by the parties to be confidential at the time of disclosure. Confidential Information includes, without limitation, information in tangible or intangible, visual or electronic form relating to and/or including (a) released or unreleased hardware or software products or services, product roadmaps, specifications plans and features, (b) marketing, promotion or pricing of products or services, (c) operations, suppliers, planning, customers, or business opportunities, and (d) the terms of any agreement entered, or proposed to be entered, into between the parties or any discussions, negotiations and proposals related thereto.

The parties may further specify particular disclosures of Confidential Information, and additional rights and obligations in respect of such Confidential Information, in one or more addendums ("Addendum") to this Agreement.

3. Property of Discloser. All right, title, and interest in and to the Confidential Information shall be and remain vested in Discloser. Nothing in this Agreement shall grant the Recipient any license or right of any kind with respect to the Confidential Information other than to review and evaluate such information solely for the Purpose. All Confidential Information is provided on an "AS IS" basis, and all representations and warranties, express or implied, are hereby disclaimed.

4. Recipient's Obligations.

(A) Recipient shall:

(i) use at least the same degree of care to maintain the Confidential Information secret as it uses in maintaining as secret its own confidential information, but always at least a reasonable degree of care, and to prevent any unauthorized access, reproduction, disclosure, and/or use of any of the Confidential Information other than for the Purpose and then only in strict compliance with the provisions hereof and subject to any applicable laws, e.g., export control laws governing technical data;

(ii) disclose the Confidential Information only to its officers, directors, employees, consultants, and advisors ("Authorized Representatives") who need to know such information in order to carry out the Purpose and, who are aware of the obligations of confidentiality relating to the Confidential Information and are legally obliged not to disclose the same to any third party. In the event the employment or engagement of any such person ends,

Recipient agrees to use its reasonable efforts to recover any Confidential Information in such person's custody or control. Recipient shall be liable to Discloser for breaches of this Agreement by Recipient's Authorized Representatives;

(iii) not remove any copyright notice, trademark notice, and/or other proprietary legend or indication of confidentiality set forth on or contained in any of the Confidential Information;

(iv) not disassemble samples and prototypes or decompile software, or otherwise attempt to reverse engineer the design and function of any of the Confidential Information, nor will it develop, manufacture, produce, and/or distribute any software or hardware product(s) derived from or which otherwise use any of the Confidential Information, without entering into a separate license agreement with Discloser;

(v) promptly notify Discloser in writing of any unauthorized use or disclosure of the Confidential Information, including a detailed description of the circumstances of the disclosure and the parties involved; and

(vi) in the event that Recipient is legally required to disclose any portion of any Confidential Information received from Discloser, Recipient may do so, provided Recipient shall immediately notify Discloser in writing and each party shall provide the other party with reasonable cooperation and assistance in obtaining a suitable protective order, and in taking any other steps reasonably necessary, to preserve the confidentiality of any such Confidential Information.

(B) Notwithstanding Section 4(A) above, Recipient has no obligation to maintain the confidentiality of any Confidential Information which: (i) Recipient can demonstrate was known by Recipient prior to its disclosure by Discloser; (ii) properly came into the possession of Recipient from a third party which was not under any obligation to maintain the confidentiality of such information; (iii) has become part of the public domain through no breach of this Agreement by Recipient; or (iv) Recipient can demonstrate was independently developed by or for Recipient without the use of Confidential Information.

5. Return of Documents. Within ten (10) business days of Discloser's written request, and at Discloser's option, Recipient will either return to Discloser all tangible Confidential Information including, but not limited to, all electronic files, documentation, memoranda and other notes made by the Recipient, plans, drawings, and copies thereof, or will provide Discloser with written certification that all Confidential Information of Discloser, including any Confidential Information stored within any computer system whether or not in machine-readable form has been destroyed. The provisions of this Section will not apply to Confidential Information or copies thereof stored electronically during the course of routine backup and to Confidential Information or copies thereof which must be stored by the Recipient or its advisers according to provisions of mandatory local laws.

6. Term. This Agreement commences on the Effective Date and shall continue until terminated as provided below. Either party may terminate this Agreement upon ten (10) days written notice; however, any termination of this Agreement shall not relieve Recipient of its confidentiality obligation with respect to Confidential Information of Discloser disclosed prior to the date of termination.

Unless otherwise specified in an Addendum, Recipient's duty to protect the Confidential Information of Discloser expires three (3) years from the date of disclosure of the Confidential Information to Recipient.

7. Competition. Nothing in this Agreement shall prohibit or restrict either party's right to develop, use, or market products or services similar to or competitive with those of the other party as long as it shall not thereby breach this Agreement. Additionally, each party acknowledges that the other may already possess or have developed similar or competitive products or services.

8. Announcements. Each party agrees to keep the existence and nature of this Agreement confidential. Any announcement or publicity relating to this Agreement or the possible business relationship between the parties shall first be approved by both parties in writing.

9. Legal remedies. Recipient acknowledges that unauthorized disclosure of Confidential Information may cause Discloser irreparable harm for which monetary damages may not be a sufficient remedy and that Discloser will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

10. Disclosure to Affiliates. Each party agrees that: (a) each party may disclose Confidential Information to its Affiliates but only to the extent that any such Affiliate has a need to know this information; (b) disclosure by or to an Affiliate of a party shall be deemed to be a disclosure by or to that party, as applicable; and (c) each party shall be responsible for the compliance by its Affiliates with this Agreement.

An "Affiliate" of a party means any entity which now or at the time of disclosure, directly or indirectly, controls, is controlled by, or is under common control with, that party, where "control" means ownership of more than fifty per cent (50%) of the outstanding shares or securities (representing the right to vote for the election of directors or other managing authority).

11. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by fax, e-mail or other authenticated electronic delivery or signature method shall be effective as delivery of a manually executed counterpart of this Agreement.

12. Notices. All notices must be in writing and delivered to the parties listed on page 1 of this Agreement. For Logitech, a copy shall also be sent to Logitech's Legal Department, 7600 Gateway Blvd., Newark CA 94560, Attn: General Counsel, email: legalnotices@logitech.com.

13. General. This Agreement, together with any Addendums, constitutes the entire agreement between the parties with respect to the Confidential Information, and supersedes all prior or contemporaneous negotiations, discussions and understandings of the parties, whether written or oral. No waiver or modification of any provision of this Agreement shall be valid unless in writing and signed by both parties. Neither party's rights under this Agreement can be assigned to any third party without the other party's prior written consent, and any attempted assignment of this Agreement without the other party's consent shall be void. This Agreement shall be governed by the laws of the State of California, excluding its choice of law provisions. Each party irrevocably submits to the

non-exclusive jurisdiction of the state courts of the State of California located in Santa Clara County and to the federal courts for the Northern District of California. Each party waives all defenses of lack of personal jurisdiction and forum non conveniens. Should any provision of this Agreement be determined to be void, invalid, or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions which shall remain in full force and effect.