

NONDISCLOSURE AGREEMENT

Effective Date: **March 12, 2001**

In order to protect certain Confidential Information, ABCVideo Corporation, together with its affiliates ("ABCVideo"), and the undersigned ("Participant"), agree that:

1. Disclosing Party: The party disclosing Confidential Information ("Discloser") is **Both Parties**.

(Note: fill in "ABCVideo", "Participant", or "Both Parties")

2. Representatives: Each party's representative for coordinating disclosure or receipt of Confidential Information is:

ABCVideo:

Participant:

3. Description of Confidential Information: The Confidential Information disclosed under this Agreement is described as:

ABCVideo: **wireless video technology and business roadmaps**

Participant: **wireless computer gaming platform**

(Note: Be specific; for example, individually list materials provided. If necessary, please attach additional sheets referencing this Agreement and signed by the parties.)

4. Restrictions. The party receiving Confidential Information ("Recipient") shall maintain the Confidential Information in confidence and disclose the Confidential Information only to its employees, subcontractors, and consultants that have a need to know such Confidential Information in order to fulfill the purpose described below, provided that Recipient shall first have entered into a confidentiality agreement with such employees, subcontractors, and consultants that is substantially similar to this. Recipient shall make use of the Confidential Information only for the following purpose (check one):

- Evaluation in anticipation of a business relationship between the parties.
- Providing services to ABCVideo.
- Furthering the business relationship between the parties.
- Other _____.

(*Requires approval from ABCVideo legal. Be specific. If necessary, please attach additional sheet referencing this Agreement and signed by the parties.)

5. Confidentiality Period: This Agreement and Recipient's duty to protect Confidential Information expires three (3) years from the date of receipt of Confidential Information.

6. Disclosure Period: This Agreement applies to Confidential Information described in Paragraph 3 that is disclosed between the Effective Date and one (1) year thereafter.

7. Standard of Care: Recipient shall protect the disclosed Confidential Information by using the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Confidential Information.

8. Marking: Recipient's obligations shall only extend to Confidential Information that is described in Paragraph 3, and that: (a) is marked as confidential at the time of disclosure; or, (b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure, and is designated as confidential in a written memorandum sent to Recipient's representative within thirty (30) days of disclosure summarizing the Confidential Information sufficiently for identification.

9. Exclusions: This Agreement imposes no obligation upon Recipient with respect to Confidential Information that: (a) was rightfully in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient; (f) must be disclosed under operation of law or regulation; or (g) is disclosed by Recipient with Discloser's prior written approval.

10. Warranty: Each Discloser warrants that it has the right to make the disclosures under this Agreement. **NO OTHER WARRANTIES, INCLUDING WARRANTIES AGAINST INFRINGEMENT, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS".**

11. Rights: Neither party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the Purpose set forth in Paragraph 4. This Agreement shall not restrict reassignment of Recipient's employees. Recipient may provide Discloser with suggestions, comments or other feedback about the Confidential Information ("Feedback") and the Discloser shall be free to use any such Feedback as it sees fit, without any obligation of any kind to Recipient.

12. Export Laws and Regulations: The parties agree to adhere to all applicable U.S. Export Laws and Regulations and that absent any required prior authorization from the Office of Export Licensing, U.S. Department of Commerce, they will not knowingly export or re-export (as defined in Part 779 of the Export Administration Regulations), directly or indirectly, through their affiliates, licensees, or subsidiaries, any of the Confidential Information (or any product, process, or service resulting directly therefrom) to any country restricted by U.S. law or governmental order.

13. Economic Espionage Act: The Confidential Information disclosed under this Agreement is subject to the provisions of the Economic Espionage Act of 1996.

14. Dispute Resolution: All disputes arising out of or in connection with this Agreement, including any questions regarding its existence, validity or termination shall be resolved by arbitration before a single arbitrator with knowledge and experience in the field of information technology and computer software pursuant to the International Arbitration Rules of the American Arbitration Association (A) in **San Diego, California** if raised by Participant and (B) in **Seoul, the Republic of Korea** if raised by ABCVideo. Notwithstanding the foregoing, each party shall be entitled to seek preliminary injunctive relief from any court of competent jurisdiction with respect to the protection of its intellectual property rights. The governing law shall be the state of California, USA. The language of this Agreement (including all formal notices, business communications, report and other written deliverables) along with any legal proceedings related thereto shall be the English language. The prevailing party in any arbitration shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees, incurred thereby.

15. Miscellaneous: This Agreement imposes no obligation on either party to purchase, transfer or otherwise dispose of any technology, services or products. This Agreement does not create any agency or partnership relationship. Each party is responsible for its own expenses incurred as a result of any discussions between the parties. This Agreement embodies the entire understanding between the parties pertaining to the subject matter hereof. Any additions or modifications to this Agreement must be made in writing and must be signed by both parties. Facsimile signatures are deemed equivalent to original signatures for purposes of this Agreement.

ABCVIDEO CORPORATION

By: _____

Date: March _____, 2001

PARTICIPANT: XYZSOFT CORPORATION

By: _____