

**CONFIDENTIALITY AGREEMENT
REGARDING DVD COMPATIBILITY TESTING**

WHEREAS, Optical Storage Technology Association (“OSTA”) has arranged for testing of DVD players, burners, software, and media by independent testing facilities utilizing DVD compatibility tests developed by OSTA and the National Institute of Standards and Technology (the “Test Program”); and

WHEREAS, the undersigned may be provided information concerning the Test Program, including, without limitation, information specific to a particular product which has been tested (the “Information”).

NOW, THEREFORE, the undersigned hereby agrees to maintain the Information in confidence, and not to disclose any of the Information except to (i) employees and consultants to the undersigned who have agreed with the undersigned to maintain such Information in confidence and (ii) other individuals authorized by the President of OSTA to receive such Information and who have executed and delivered to the President of OSTA an agreement identical to this Agreement. Further, the undersigned agrees not to use the Information (including, without limitation, in any advertising or marketing program) except in connection with the Test Program and as otherwise authorized in writing by the President of OSTA. Upon request of the President of OSTA, the undersigned shall promptly return all copies of the Information and all notes, memoranda and other documents prepared by the undersigned that contain or reflect the Information. The restrictions on confidentiality and use set forth in this Agreement shall not apply to Information which becomes publicly available other than as a result of acts by the undersigned in breach of this Agreement.

In the event any action is instituted to enforce or interpret the terms of this Agreement, the party prevailing in such action shall be entitled to recover its reasonable attorneys fees and costs. Any action to enforce or interpret this Agreement shall be brought and maintained exclusively in the Superior Court of the State of California in Santa Barbara, California. The undersigned hereby consents to the jurisdiction of said Court.

EXECUTED as of the ___ day of _____, 2003.

Name of Company (if applicable)

Signature

Name

Title (if any)