

ATARI CORPORATION

STANDARD NON-DISCLOSURE AGREEMENT

(ATARI Disclosing)

THIS AGREEMENT IS MADE and entered into by and between ATARI Corp. Scandinavia AB (hereinafter, "ATARI"), and the undersigned individual, and entity for which such individual is signing on behalf, (hereinafter collectively, the "Receiving Party"), relating to the disclosure by ATARI to the Receiving Party of the following Confidential Information:

ST Developers Package

Related hot-line technical support and documentation

which information is being disclosed for the limited purpose of development by Receiving Party of products compatible with the ST product line.

As used herein, Confidential information shall include any information or data of a confidential nature, including, but not limited to proprietary, technical, marketing, operating, performance, cost, know-how, business and process information, programming techniques, and all record bearing media containing or disclosing such information as well as data which is disclosed by ATARI to the Receiving Party orally or in writing and which relates to the above purpose of the disclosure.

The Receiving Party expressly acknowledges, understands and agrees that the information and data which are the subject of this Agreement are confidential and proprietary and of great value to ATARI. In consideration of ATARI's undertaking to disclose the Confidential Information referred to herein, the Receiving Party agrees as follows:

1. To use the Confidential Information only for the purposes described herein, to not reproduce the Confidential Information, and to hold in confidence and protect the Confidential Information from dissemination to and use by anyone not a party to this agreement.
2. To restrict access to the Confidential Information to personnel of Receiving Party who (a) have a need to have such access and (b) have been advised of and have agreed in writing to treat such information and data in accordance with the terms of this Agreement. A copy of each said written agreement

shall be promptly furnished to ATARI.

The obligation with respect to the reproduction, disclosure and use of Confidential Information, as set forth in this Agreement, is not applicable to Confidential Information which, according to tangible evidence:

1. Becomes rightfully and legally available to the Receiving Party from a source other than ATARI, which source has no obligation of secrecy with respect to the Confidential Information.
2. Is developed independently by the Receiving Party without any portion of the development having been based on the information or data received from ATARI; or
3. Is within or later falls within, the public domain without breach of this Agreement by the Receiving Party.

The standard of care for protection of Confidential Information which is imposed on the Receiving Party will be that degree of care that the Receiving Party uses to prevent disclosure, publication or dissemination of its own Confidential Information, but in no event shall the standard of care be less than that any reasonable person would exercise to prevent the unauthorized disclosure, publication or dissemination of such information.

The Receiving Party's obligations hereunder shall be effective as of the date Confidential Information was first disclosed by ATARI to Receiving Party and shall remain in full force and effect for a period of five (5) years thereafter unless otherwise agreed in writing signed by both parties. Either party upon thirty (30) days written notice to the other may terminate this Agreement with respect to disclosures made thereafter, provided that the rights and obligations hereunder of both parties as to disclosures made within the term of this Agreement shall remain as specified herein for the remainder of the term hereof.

Neither the Confidential Information nor the act of disclosure hereof shall constitute a grant of any license under any trademark, patent or copyright application for same, or any derivative works thereof, or for any invention, discovery, or improvement thereof, nor shall they constitute any representation, warranty, assurance or guarantee by ATARI with respect to the infringement of any trademark, patent, copyright or any right of privacy, or any right of third persons.

Upon ATARI's request, the Receiving Party shall return to ATARI or destroy all written materials containing Confidential Information and the Receiving Party shall deliver to ATARI a written statement signed by the Receiving Party certifying same within five (5) days.

Receiving Party acknowledges that the Confidential Information is provided on an "AS IS" basis. ATARI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE CONFIDENTIAL INFORMATION. In no event shall ATARI be liable for any direct, indirect, special or consequential damages, in connection with or arising out of the information, performance or use of any item of the Confidential Information. ATARI makes no representation or warranty that any product or business plans disclosed to Receiving Party will be marketed or carried out as disclosed, or at all. Any actions taken by Receiving Party in response to the disclosure of the Confidential Information shall be solely at its own risk.

This Agreement is not assignable by Receiving Party nor may it be assigned by operation of law or change of control. Any attempt by Receiving Party to assign this Agreement without the prior written consent of ATARI shall be void. If a subpoena or other legal action is initiated by a third party for disclosure of any Confidential Information, Receiving Party shall promptly notify ATARI and provide ATARI with such assistance as ATARI reasonably requests to prevent disclosure.

This Agreement shall be governed and construed by the laws of Sweden. The prevailing party in any action or proceeding between the parties arising out of or related to this Agreement, shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with any such action or proceeding. This Agreement shall not be modified, amended, canceled or in any way altered, nor may it be modified by custom and usage of trade or course of dealing, except by an instrument in writing and signed by both of the parties hereto. It constitutes and expresses the entire agreement and understanding between the parties hereto in reference to all matters herein referred to, all previous discussions, promises, representations and understandings between the parties thereto, if any, being merged herein.

Neither party shall publicly announce or disclose the existence of this Agreement or its terms and conditions, or advertise, or release any publicity regarding this Agreement, without the prior written consent of the other party. This provision shall survive the expiration or termination of this agreement.

Receiving Party appoints the person listed below as its Data Control Coordinator to receive, on it's behalf, all Confidential Information pursuant to this Agreement.

Receiving Party may change its Data Control Coordinator by giving ATARI written notice of the name and address of its newly appointed Data Control Coordinator.

IN WITNESS WHEREOF, the undersigned has hereby caused this agreement to be effective as of the

16 day of 1 19 91

Receiving Party

ATARI

By: Lars-Eirik Østerud
LARS-ERIK ØSTERUD
(print name)

By: [Signature]
(print name) Jørn ABGE TRONDZUJ

Title: _____

Company: ABK-BBS

Address: ØKRIVEIEN 39
N-1349 RYKKINN
NORWAY

 **Computer**
Atari Scandinavia AB (NORGE)
Box 552
S-175 26 Järfälla
SWEDEN