

AGREEMENT

THIS AGREEMENT (this "Agreement") between Korg U.S.A. Inc., a Delaware corporation ("Korg") and Michel (J.W.M.) Keijzers, an individual, (the "Individual") residing at Ophoviusstraat 2, 5384 JM Heesch, NB, The Netherlands, is effective as of the date set forth below.

WHEREAS, Korg and the Individual will be discussing a potential business relationship regarding discussing the OASYS SysEx implementation, and in connection therewith the Individual will be given access to certain confidential information concerning Korg; and

WHEREAS, Korg will not disclose such confidential information to the Individual unless and until the Individual executes this Agreement and delivers it to Korg.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definition of Protected Information.

A. For purposes of this Agreement, the term "Protected Information" shall mean all materials or information related to the business or activities of Korg that are not generally known to others including all ideas which are derived from or relate to access to or knowledge of any of such materials and information.

B. The term "Protected Information" shall not include information which is or becomes publicly available without breach of either this Agreement or any other agreement or instrument to which Korg is a party or a beneficiary; provided, however, that the Individual shall bear the burden of proving that any such information has become publicly available without any such breach.

C. All materials and information disclosed by Korg to the Individual shall be presumed to be Protected Information.

2. Treatment of Protected Information. The Individual acknowledges that, as a result of discussions concerning a business relationship between Korg and the Individual, the Individual may be given access to Protected Information, either by Korg or by third parties. As a material inducement to Korg to disclose such Protected Information to the Individual, the Individual covenants and agrees that the Individual shall not, except with the prior written consent of Korg, at any time (whether or not a business relationship is entered into between Korg and the Individual), directly or indirectly, disclose or use any of such Protected

Information.

3. Ownership of Information. The Individual covenants and agrees that all right, title and interest in the Protected Information shall be and shall remain the exclusive property of Korg.

4. Covenants Not to Hire Employees. The Individual covenants and agrees that the Individual shall not, directly or indirectly, hire or engage or attempt to hire or engage any individual who is an employee of Korg at any time during which Korg and the Individual are discussing a possible business relationship.

5. Injunctive Relief. The Individual agrees that, in the event of a breach or threatened breach by the Individual of any of the provisions of this Agreement, Korg, in addition to and not in limitation of any other rights, remedies or damages available to Korg at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by the Individual.

6. Materials. All records and other materials in any way relating to any of the Protected Information shall belong exclusively to Korg, and the Individual agrees to immediately turn over to Korg all copies of such materials in the Individual's possession or under the Individual's control at the request of Korg.

7. Reasonableness of Restrictions.

THE INDIVIDUAL HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS OF ARTICLES 1 THROUGH 6 HEREOF INCLUSIVE AND, HAVING DONE SO, AGREES THAT THE RESTRICTIONS SET FORTH IN SUCH ARTICLES ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF KORG AND ITS BUSINESS, OFFICERS, DIRECTORS AND EMPLOYEES.

8. No Prior Agreements. The Individual represents that his/her entering into a business relationship with Korg will not breach any fiduciary or other duty or any covenant, agreement or understanding to which the Individual is a party or by the terms of which the Individual may be bound.

9. No Further Obligation. Nothing in this Agreement shall require Korg to disclose any information, whether or not constituting Protected Information, to the Individual or shall be construed as constituting a commitment that Korg shall enter into any business relationship with the Individual.

10. Burden and Benefit. The Individual may not assign its rights and obligations under this Agreement without the prior written consent of Korg. All

references herein to the Individual shall include all affiliates of the Individual and all partners and coventurers of the Individual, and all of its respective officers, directors, employees, agents and representatives. All references herein to Korg shall be deemed to include Korg Inc., a Japanese corporation.

11. Governing Law. The construction and interpretation of this Agreement shall be governed by the laws of the State of New York.

12. Miscellaneous. This Agreement contains the entire agreement and understanding by and between Korg and the Individual with respect to the subject matter herein. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

IN WITNESS WHEREOF, Korg and the Individual have duly executed this Agreement as of the day and year set forth below.

Dated: October, 13, 2011

KORG U.S.A. INC.

By _____
Charles Bright
General Manager

By 
Michel (J.W.M.) Keijzers

