
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **January 22, 2008**

MARVELL TECHNOLOGY GROUP LTD.

(Exact name of registrant as specified in its charter)

Bermuda
(State or Other Jurisdiction
of Incorporation)

0-30877
(Commission File Number)

77-0481679
(I.R.S. Employer
Identification No.)

Canon's Court
22 Victoria Street
Hamilton HM 12
Bermuda
(Address of principal executive offices)

(441) 296-6395
(Registrant's telephone number,
including area code)

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240-13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 22, 2008 and effective January 23, 2008, Michael Rashkin resigned as the Interim Chief Financial Officer of Marvell Technology Group Ltd. (the "Company"), due to his personal health concerns. Mr. Rashkin will continue to serve in his previous position as Vice President Taxes of Marvell Semiconductor, Inc., a wholly-owned subsidiary of the Company.

Concurrently with the resignation of Mr. Rashkin as Interim Chief Financial Officer of the Company, effective January 23, 2008 George A. de Urioste, age 52, was appointed as Interim Chief Financial Officer of the Company. Prior to joining the Company, from November 2004 until April 2006 Mr. de Urioste served as chief operating officer and chief financial officer for Chordiant Software, Inc., a publicly traded company that is an enterprise software provider of customer service and marketing solutions. Mr. de Urioste served as executive vice president and chief financial officer of Savi Technology, Inc. from July 2003 to November 2003. Prior to joining Savi Technology, Inc., Mr. de Urioste was the co-founder and chief executive officer of Aeroprise, Inc., a private enterprise software company, from June 2000 until July 2003. Mr. de Urioste holds an M.B.A. from the University of California at Berkeley and a B.S. in accounting from the University of Southern California. Mr. de Urioste is a certified public accountant in California.

In connection with Mr. de Urioste's employment with the Company, Mr. de Urioste and the Company entered into an employment offer letter dated January 17, 2008, which provides for, among other things, (i) a base monthly salary of \$64,000 for six months; (ii) a sign-on bonus of \$50,000, subject to repayment if the employment is terminated by the Company for cause or by Mr. de Urioste; (iii) an award of restricted stock units of 25,000 shares of common stock of the Company subject to six-month vesting with 50% vesting after the first 3 months and the remaining vesting in equal monthly installments for the following 3 months; and (iv) severance benefits if the Company terminates the executive without cause, including a lump sum payment of

the unpaid salary that would have been made to the executive during the six-month employment period and a 100% acceleration of all then outstanding restricted stock units. Also in connection with Mr. de Urioste's employment with the Company, the Company and Mr. de Urioste will enter into an indemnification agreement, which will provide, among other things, that subject to the procedures set forth in the indemnification agreement, the Company will indemnify Mr. de Urioste to the fullest extent permitted by law in the event he was, is or becomes a Participant (as defined in the indemnification agreement) in, or is threatened to be made a Participant in, a Proceeding (as defined in the indemnification agreement) by reason of an Indemnifiable Event (as defined in the indemnification agreement). The indemnification agreement also provides for the Company to advance expenses to Mr. de Urioste, subject to certain conditions as set forth in the agreement.

The foregoing summary of the employment offer letter and the indemnification agreement are qualified in their entirety by reference to the full text of such agreements referenced as Exhibit 10.1 and Exhibit 10.2 hereto, respectively, and incorporated by reference herein.

On January 23, 2008, the Company issued a press release announcing the appointment of Mr. de Urioste, a copy of which is furnished herewith as Exhibit 99.1 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Employment Offer Letter dated January 17, 2008 between the Registrant and George de Urioste.

10.2 Form of Indemnification Agreement between the Registrant and George de Urioste.

99.1 Press Release dated January 23, 2008.

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: January 23, 2008

MARVELL TECHNOLOGY GROUP LTD.

By: /s/ Sehat Sutardja, Ph.D.
Sehat Sutardja, Ph.D.
Chief Executive Officer

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EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Offer Letter dated January 17, 2008 between the Registrant and George de Urioste.
10.2	Form of Indemnification Agreement between the Registrant and George de Urioste.
99.1	Press Release dated January 23, 2008.

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January 17, 2008

Mr. George de Urioste
[Address]

Dear George,

It is our pleasure to offer you the position of Interim Chief Financial Officer with Marvell Technology Group, Ltd. ("the Company"), at a salary of 64,000 USD per month for six months. In addition, in your first paycheck after beginning employment you will be paid a sign-on bonus of 50,000 USD, less applicable withholdings. This sign-on bonus will be subject to repayment as described below. You will report directly to Sehat Sutardja.

You will be recommended for a restricted stock unit award with respect to 25,000 shares of Common Stock of Marvell (the "Award"), subject to federal and state securities law restrictions. The Award shall be effective on the date Marvell's stock option committee meets to approve the Award, and shall vest at the rate of 50% after three months of employment with the Company and 1/6th after the completion of each additional month of employment with the Company thereafter over the next three (3) months. The Award will be subject to your return to the Company of a completed, signed Restricted Stock Unit Agreement.

Should Marvell hire a non-interim CFO prior to the end of the six-month period, for the remainder of the six-month period you will be assigned tasks appropriate for your background and qualifications at the discretion of the CEO and non-interim CFO. Should your employment with Marvell be terminated for cause (as defined on Attachment A), you will receive no further cash payments, your Award vesting will cease on your termination date and you will forfeit all rights to any portion of the Award that was unvested on your termination date. Should your employment with Marvell be terminated by the Company without cause, you will be paid, within thirty days of your termination date, a lump sum payment equal to any unpaid cash payments that would have been made to you during the six-month employment period and you will not be required to work further. In addition, any remaining unvested portion of the Award will vest on your termination date. However, should you decide to voluntarily terminate your employment, you will receive no further cash payments, your Award vesting will cease on your termination date and you will forfeit all rights to any portion of the Award that was unvested on your termination date.

Should you chose to terminate your employment, or should your employment be terminated for cause, prior to the end of the six-month period, you will be required to repay a percentage of your sign-on bonus equal to the percentage of the Award that is forfeited upon the termination of your employment.

In addition, the Company shall provide you with an indemnification agreement. The form of Indemnification Agreement attached hereto as Attachment B will be submitted to the Company's Board of Directors for approval.

In accordance with the Immigration Reform and Control Act of 1986, it will be necessary for you to submit documents to Human Resources evidencing both your employment authorization and identity within three (3) business days of your date of hire. Acceptable documents include, but are not limited to:

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- A valid driver's license and social security card, or
 - A passport (current or expired), and
 - Immigration and Naturalization Service documents (if applicable).

During your employment, you will be subject to all employment policies the Company has or adopts.

Please note your offer is contingent upon:

- Successful completion of a routine background investigation and reference checks;
- The Company's receipt of a signed Confidential Information and Invention Assignment Agreement from you; and
- Completion of visa and license requirements, if applicable, as set forth above.

Marvell Semiconductor, Inc. is an exciting company whose mission is to be the leading provider of high performance and high value-added mixed-signal integrated circuits for the computer, storage, communications and multimedia markets. We look forward to your acceptance as we believe you will be an important addition to our team in achieving our near and long term objectives.

This letter (if accepted) and Attachments A and B constitute the entire agreement between you and the Company regarding the terms of your employment, and supersedes any prior representations or agreements, whether written or oral, concerning the terms of your employment. This letter may not be modified or amended except by a signed written agreement signed by the Chief Executive Officer of the Company.

To accept this offer, please sign below and return the letter to your recruiter, Alice Young. This offer expires one (1) week from the date of this letter. The other copy of this letter is for your records.

Sincerely,

/s/ Sehat Sutardja
Sehat Sutardja
President and Chief Executive Officer

Accepted By:

<u>/s/ George de Urioste</u>	<u>January 22, 2008</u>	<u>January 23, 2008</u>
George de Urioste	Date Signed	Start Date

Attachment A

Definition of Cause

For purposes of this letter, “cause” will mean:

- (i) Your willful and continued failure to perform the duties and responsibilities of your position after you have been delivered a written demand for performance from the Company’s Chief Executive Officer which describes the basis for his belief that you have not substantially performed your duties and provides you with thirty (30) days to take corrective action;
- (ii) Any act of personal dishonesty taken by you in connection with your responsibilities as an employee of the Company with the intention or reasonable expectation that such action may result in your substantial personal enrichment;
- (iii) Your conviction of, or plea of nolo contendere to, a felony that the Board reasonably believes has had or will have a material detrimental effect on the Company’s reputation or business;
- (iv) A breach of any fiduciary duty owed to the Company by you that has a material detrimental effect on the Company’s reputation or business;
- (v) You being found liable in any Securities and Exchange Commission or other civil or criminal securities law action or entering any cease and desist order with respect to such action (regardless of whether or not you admit or deny liability);
- (vi) You (A) obstructing or impeding; (B) endeavoring to influence, obstruct or impede, or (C) failing to materially cooperate with, any investigation authorized by the Board or any governmental or self-regulatory entity (an “Investigation”). However, your failure to waive attorney-client privilege relating to communications with your own attorney in connection with an Investigation will not constitute “cause”; or
- (vii) Your disqualification or bar by any governmental or self-regulatory authority from serving in the capacity contemplated by this letter or your loss of any governmental or self-regulatory license that is reasonably necessary for you to perform your responsibilities to the Company under this letter, if (A) the disqualification, bar or loss continues for more than thirty (30) days, and (B) during that period the Company uses its good faith efforts to cause the disqualification or bar to be lifted or the license replaced.

Attachment B

Form of Indemnification Agreement

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (the “Agreement”) is entered into as of January 23, 2008 by and between Marvell Technology Group Ltd., a Bermuda company (the “Company”), and the undersigned (“Indemnitee”).

RECITALS

1. The Company recognizes that highly competent persons are becoming more reluctant to serve corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against risks of claims and actions against them arising out of their services to the corporation.

2. The Board of Directors of the Company (the “Board” or the “Board of Directors”) has determined that the inability to attract and retain highly competent persons to serve the Company is detrimental to the best interests of the Company and its shareholders and that it is reasonable and necessary for the Company to provide adequate protection to such persons against risks of claims and actions against them arising out of their services to the corporation.

3. The Indemnitee does not regard the indemnities available under applicable law and the Company’s bye-laws, as amended from time to time (the “Bye-Laws”), as adequate to protect Indemnitee against the risks associated with Indemnitee’s service to the Company.

4. The Company is willing to indemnify Indemnitee to the fullest extent permitted by applicable law, and Indemnitee is willing to serve and continue to serve the Company on the condition that Indemnitee be so indemnified.

AGREEMENT

In consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

A. DEFINITIONS

The following terms shall have the meanings defined below:

Expenses shall include all expenses, damages, judgments, fines, penalties and amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld or delayed), costs, attorneys’ fees and disbursements and costs of attachment or similar bond, investigations, any expenses paid or incurred in connection with investigating, defending, being a witness in, participating in (including on appeal), or preparing for any of the foregoing in, any Proceeding and any U.S. federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, and all interest, assessments and other charges paid or payable thereon or in respect thereto.

Indemnifiable Event means any event or occurrence that takes place either before or after the execution of this Agreement, related to the fact that Indemnitee is or was a director, officer, employee, controlling person, agent or fiduciary of the Company or any of its subsidiaries, or is or was serving at the request of the Company as a director, officer, employee, controlling person, agent or fiduciary of another corporation, partnership, joint venture or other entity, or related to anything done or not done by Indemnitee in or about the execution of his or her duty, or supposed duty, in any such capacity.

Participant means a person who is a party to, or witness or participant (including on appeal) in, a Proceeding.

Proceeding means any threatened, pending, or completed action, suit, arbitration, alternative dispute resolution mechanism or proceeding, or any inquiry, hearing or investigation, whether civil, criminal, administrative, investigative or other, including appeal, in the United States or anywhere else in the world, which Indemnitee may be or may have been involved as a party or otherwise by reason of an Indemnifiable Event, including, without limitation, any threatened, pending, or completed action, suit or proceeding by or in the right of the Company.

B. AGREEMENT TO INDEMNIFY

1. General Agreement. In the event Indemnitee was, is, or becomes a Participant in, or is threatened to be made a Participant in, a Proceeding, the Company shall indemnify the Indemnitee from and against any and all Expenses which Indemnitee actually and reasonably incurs or becomes obligated to incur in connection with such Proceeding, to the fullest extent permitted by applicable law.

2. Indemnification of Expenses of Successful Party. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits in defense of any Proceeding or in defense of any claim, issue or matter in such Proceeding, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred in connection with such Proceeding or such claim, issue or matter, as the case may be, offset by the amount of cash, if any, received by the Indemnitee resulting from his/her success therein.

3. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of Expenses, but not for the total amount of Expenses, the Company shall indemnify the Indemnitee for the portion of such Expenses to which Indemnitee is entitled.

4. Exclusions. Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification under this Agreement:

- (a) to the extent that payment is actually made to Indemnitee under a valid, enforceable and collectible insurance policy;
- (b) to the extent that Indemnitee is indemnified and actually paid other than pursuant to this Agreement;

(c) in connection with a judicial action by or in the right of the Company, in respect of any claim, issue or matter as to which the Indemnatee shall have been adjudicated by final judgment in a court of competent jurisdiction to be liable for willful neglect or default in the performance of his duty to the Company unless and only to the extent that any court in which such action was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnatee is fairly and reasonably entitled to indemnity for such Expenses as such court shall deem proper;

(d) in connection with any Proceeding initiated by Indemnatee against the Company, any director or officer of the Company or any other party, and not by way of defense, unless (i) the Company has joined in or the Reviewing Party (as hereinafter defined) has consented to the initiation of such Proceeding; or (ii) the Proceeding is one to enforce indemnification rights under this Agreement or any applicable law;

(e) brought about by the dishonesty or fraud of the Indemnatee seeking payment hereunder; *provided, however*, that the Indemnatee shall be protected under this Agreement as to any claims upon which suit may be brought against him by reason of any alleged dishonesty or fraud on his part, unless a judgment or other final adjudication thereof adverse to the Indemnatee establishes that he committed fraud or dishonesty, in each instance where such acts were material to the cause of action so adjudicated;

(f) arising out of Indemnatee's personal tax matters;

(g) for any Expenses or payment of profits arising from the purchase and sale by the Indemnatee of securities in violation of Section 16(b) of the Exchange Act or any similar successor statute;

(h) arising out of Indemnatee's breach of its obligations under any employment agreement with the Company (if any) or any other agreement with the Company or any of its subsidiaries; or

(i) for any Expenses, judgment, fine or penalty which the Company is prohibited by applicable law from paying to Indemnatee.

5. No Employment Rights. Nothing in this Agreement is intended to create in any Indemnatee who is an employee of the Company any right to continued employment with the Company.

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6. Contribution. If the indemnification provided in this Agreement is unavailable and may not be paid to Indemnatee for any reason (other than those set forth in Section B.4, then the Company shall contribute to the amount of Expenses paid in settlement actually and reasonably incurred and paid or payable by Indemnatee in such proportion as is appropriate to reflect (i) the relative benefits received by the Company on the one hand and by the Indemnatee on the other hand from the transaction from which such Proceeding arose, and (ii) the relative fault of the Company on the one hand and of the Indemnatee on the other hand in connection with the events which resulted in such Expenses, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of the Indemnatee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such Expenses, judgments, fines or settlement amounts. The Company agrees that it would not be just and equitable if contribution pursuant to this Section 6 were determined by pro rata allocation or any other method of allocation which does not take account of the foregoing equitable considerations.

C. INDEMNIFICATION PROCESS

1. Notice and Cooperation By Indemnatee. Indemnatee shall, as a condition precedent to his right to be indemnified under this Agreement, give the Company notice in writing as soon as practicable of any claim made against Indemnatee for which indemnification will or could be sought under this Agreement, *provided* that the delay of Indemnatee to give notice hereunder shall not prejudice any of Indemnatee's rights hereunder, except to the extent that such delay results in the Company's forfeiture of substantive rights or defenses. Notice to the Company shall be given in accordance with Section F.7 below. In addition, Indemnatee shall give the Company such information and cooperation as the Company may reasonably request.

2. Indemnification Payment.

(a) Advancement of Expenses. Indemnatee may submit a written request with reasonable particulars to the Company requesting that the Company advance to Indemnatee all Expenses that may be reasonably incurred by Indemnatee in connection with a Proceeding to the fullest extent permitted by applicable law. The Company shall, within ten (10) business days of receiving such a written request by Indemnatee, advance all requested Expenses to Indemnatee; *provided, however*, that Indemnatee shall set forth in such request reasonable evidence that such Expenses have been incurred by the Indemnatee in connection with such Proceeding, a statement that such Expenses do not relate to any matter described in Section B.4 above, and an undertaking in writing to repay any advances if it is ultimately determined that the Indemnatee is not entitled to indemnification under this Agreement.

(b) Reimbursement of Expenses. To the extent Indemnatee has not requested any advanced payment of Expenses from the Company, Indemnatee shall be entitled to receive reimbursement for the Expenses actually and reasonably incurred in connection with a Proceeding from the Company as soon as practicable after Indemnatee makes a reasonably detailed written request to the Company for reimbursement.

(c) Determination by the Reviewing Party. Notwithstanding anything foregoing to the contrary, in the event the Reviewing Party informs the Company that Indemnatee is not entitled to indemnification in connection with a Proceeding under this Agreement or applicable law, Indemnatee shall reimburse the Company for all Expenses previously advanced or otherwise paid to Indemnatee in connection with such Proceeding; *provided, however*, that Indemnatee may bring a suit to enforce his indemnification right in accordance with Section C.3 below.

3. Suit to Enforce Rights. Regardless of any action by the Reviewing Party, if Indemnatee has not received full indemnification within thirty (30) days after making a written demand in accordance with Section C.2 above, Indemnatee shall have the right to enforce its indemnification rights under this Agreement by commencing litigation in any court of competent jurisdiction seeking a determination by the court or challenging any determination by the Reviewing Party or any breach in any aspect of this Agreement. Any determination by the Reviewing Party not challenged by Indemnatee and any judgment entered by the court shall be binding on the Company and Indemnatee.

4. Assumption of Defense. In the event the Company is obligated under this Agreement to advance or bear any Expenses for any Proceeding against Indemnatee, the Company shall be entitled to assume the defense of such Proceeding, with counsel approved by Indemnatee, upon delivery to

the Company will not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same Proceeding, unless (i) the employment of counsel by Indemnitee has been previously authorized by the Company, (ii) Indemnitee shall have reasonably concluded, based on written advice of counsel, that there may be a conflict of interest of such counsel retained by the Company between the Company and Indemnitee in the conduct of any such defense, or (iii) the Company ceases or terminates the employment of such counsel with respect to the defense of such Proceeding, in any of which events the reasonable fees and expenses of Indemnitee's counsel shall be at the expense of the Company. At all times, Indemnitee shall have the right to employ counsel in any Proceeding at Indemnitee's expense.

5. Defense to Indemnification, Burden of Proof and Presumptions. It shall be a defense to any action brought by Indemnitee against the Company to enforce this Agreement that it is not permissible under this Agreement or applicable law for the Company to indemnify the Indemnitee for the amount claimed. In connection with any such action or any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified under this Agreement, the burden of proving such a defense or determination shall be on the Company. Neither the failure of the Reviewing Party or the Company to have made a determination prior to the commencement of such action by Indemnitee that indemnification is proper under the circumstances because Indemnitee has met the standard of conduct set forth in applicable law, nor an actual determination by the Reviewing Party or the Company that Indemnitee had not met such applicable standard of conduct shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

6. No Settlement Without Consent. Neither party to this Agreement shall settle any Proceeding in any manner that would impose any damage, loss, penalty or limitation on Indemnitee without the other party's written consent. Neither the Company nor Indemnitee shall unreasonably withhold its consent to any proposed settlement.

7. Company Participation. Subject to Section B.6, the Company shall not be liable to indemnify the Indemnitee under this Agreement with regard to any judicial action if the Company was not given a reasonable and timely opportunity, at its expense, to participate in the defense, conduct and/or settlement of such action.

8. Reviewing Party. For purposes of this Agreement, in the event that the Disinterested Directors (as defined below) do not direct otherwise as contemplated in the immediately succeeding sentence, the Reviewing Party with respect to each indemnification request of Indemnitee shall be (1) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (2) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board or (3) by the shareholders of the Company by majority vote of a quorum thereof consisting of shareholders who are not parties to the Proceeding due to which a claim for indemnification is made under this Agreement. In the event that (1) there are no Disinterested Directors or (2) a majority of the Disinterested Directors (or a committee thereof) so directs, the Reviewing Party with respect to each indemnification request of Indemnitee shall be Independent Counsel (as defined in Section 8(d) of this Agreement) in a written opinion to the Board, a copy of which shall be delivered to Indemnitee. If it is determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel or member of the Board shall act reasonably and in good faith in making a determination under this Agreement of the Indemnitee's entitlement to indemnification. Any reasonable costs or expenses (including reasonable attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification), and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom to the extent as aforesaid to the fullest extent permitted by applicable law. "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(b) If the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected as provided in this Section 8(b). The Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board of Directors, in which event the Board of Directors by a majority vote of a quorum consisting of Disinterested Directors shall select), and Indemnitee

shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; *provided, however*, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 8(d) of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If the determination of entitlement to indemnification is to be made by Independent Counsel, but within 20 days after submission by Indemnitee of a written request for indemnification, no Independent Counsel shall have been selected and not objected to, then the Board of Directors by a majority vote shall select the Independent Counsel. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting under this Agreement, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 8(b), regardless of the manner in which such Independent Counsel was selected or appointed.

(c) In making a determination with respect to entitlement to indemnification hereunder, the Reviewing Party shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement (with or without court approval), conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a

manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful. For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Company and any other corporation, partnership, joint venture or other entity of which Indemnitee is or was serving at the written request of the Company as a director, officer, employee, agent or fiduciary, including financial statements, or on information supplied to Indemnitee by the officers and directors of the Company or such other corporation, partnership, joint venture or other entity in the course of their duties, or on the advice of legal counsel for the Company or such other corporation, partnership, joint venture or other entity or on information or records given or reports made to the Company or such other corporation, partnership, joint venture or other entity by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company or such other corporation, partnership, joint venture or other entity. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Company or such other corporation, partnership, joint venture or other entity shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. The provisions of this Section 8(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(d) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above.

D. DIRECTOR AND OFFICER LIABILITY INSURANCE

1. Good Faith Determination. The Company shall from time to time make the good faith determination whether or not it is practicable for the Company to obtain and maintain a policy or policies of insurance with reputable insurance companies providing the officers and directors of the Company with coverage for losses incurred in connection

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with their services to the Company or to ensure the Company's performance of its indemnification obligations under this Agreement.

2. Coverage of Indemnitee. To the extent the Company maintains an insurance policy or policies providing directors' and officers' liability insurance, Indemnitee shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any of the Company's directors or officers.

3. No Obligation. Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain any director and officer insurance policy if the Company determines in good faith that such insurance is not reasonably available in the case that (i) premium costs for such insurance are disproportionate to the amount of coverage provided, (ii) the coverage provided by such insurance is limited by exclusions so as to provide an insufficient benefit, or (iii) Indemnitee is covered by similar insurance maintained by a parent or subsidiary of the Company.

E. NON-EXCLUSIVITY; FEDERAL PREEMPTION; TERM

1. Non-Exclusivity. The indemnification provided by this Agreement shall not be deemed exclusive of any rights to which Indemnitee may be entitled under the Bye-Laws, applicable law or any written agreement between Indemnitee and the Company (including its subsidiaries and affiliates). The indemnification provided under this Agreement shall continue to be available to Indemnitee for any action taken or not taken while serving in an indemnified capacity even though he may have ceased to serve in any such capacity at the time of any Proceeding.

2. Federal Preemption. Notwithstanding the foregoing, both the Company and Indemnitee acknowledge that in certain instances, U.S. federal law or applicable public policy may override applicable law and prohibit the Company from indemnifying its directors and officers under this Agreement or otherwise. Indemnitee acknowledges that the U.S. Securities and Exchange Commission believes that indemnification for liabilities arising under certain U.S. federal securities laws is against public policy and is, therefore, unenforceable and that the Company may be required in the future to undertake with the United States Securities and Exchange Commission to submit the question of indemnification to a court in certain circumstances for a determination of the Company's right under public policy to indemnify Indemnitee.

3. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer and/or a director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding by reason of his former or current capacity at the Company or any other enterprise at the Company's request, whether or not he is acting or serving in any such capacity at the time any Expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall continue in effect regardless of whether or not Indemnitee continues to serve as an officer and/or a director of the Company or any other enterprise at the Company's request.

F. MISCELLANEOUS

1. Amendment of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provisions (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided in this Agreement, no failure to exercise or any delay in exercising any right or remedy shall constitute a waiver.

2. Subrogation. In the event of payment to Indemnitee by the Company under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company to bring suit to enforce such rights.

3. Assignment; Binding Effect. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party; except that the Company may, without such consent, assign all such rights and obligations to a successor

assumes all obligations of the Company under this Agreement. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the parties hereto and the Company's successors (including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business and/or assets of the Company) and assigns, as well as Indemnitee's spouses, heirs, and personal and legal representatives.

4. Severability and Construction. Nothing in this Agreement is intended to require or shall be construed as requiring the Company to do or fail to do any act in violation of applicable law. The Company's inability, pursuant to a court order, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. In addition, if any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by applicable law. The parties hereto acknowledge that they each have opportunities to have their respective counsels review this Agreement. Accordingly, this Agreement shall be deemed to be the product of both of the parties hereto, and no ambiguity shall be construed in favor of or against either of the parties hereto.

5. Counterparts. This Agreement may be executed in two counterparts, both of which taken together shall constitute one instrument.

6. Governing Law This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, United States of America, without giving effect to conflicts of law provisions thereof.

7. Notices. All notices, demands, and other communications required or permitted under this Agreement shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, postage prepaid, certified or registered mail, return receipt requested, and addressed to the Company at:

Marvell Technology Group Ltd.
5488 Marvell Lane
Santa Clara, CA 95054
Attention: Chief Executive Officer

and to Indemnitee at:

George de Urioste

8. Entire Agreement; Superseding Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Notwithstanding anything to the contrary in this Agreement, at such time as the Company adopts a form of director and officer indemnification agreement for use generally by the Company's directors and officers (the "General Agreement"), Indemnitee and the Company agree that the parties hereto shall enter into the General Agreement, and at such time as the General Agreement is executed by both parties, the terms of the General Agreement shall be binding on the parties hereto and the terms of this Agreement shall be of no further force or effect.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first written above.

COMPANY

Marvell Technology Group Ltd.

Name: _____

Title: _____

INDEMNITEE

Name: _____

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Marvell Names George A. de Urioste New Chief Financial Officer

Santa Clara, California (January 23, 2008) — Marvell Technology Group Ltd. today announced it has named George A. de Urioste Interim Chief Financial Officer effective immediately. Mr. de Urioste's appointment is concurrent with the resignation of Michael Rashkin, due to personal health concerns. Mr. Rashkin will remain with the company and return to his prior position as Vice President and General Tax Counsel.

"We want to thank Mike for his service as interim CFO and we look forward to his continuing contributions to Marvell," said Sehat Sutardja, Marvell's Chief Executive Officer. "We are very pleased to have found a highly qualified executive to take Mike's place at short notice."

"George has an in depth expertise in finance and has built a strong reputation for himself. He is a financial expert and has a solid familiarity with our various businesses," said Mr. Sutardja. "He will immediately step in and help guide the company as we continue to build a solid platform for growth."

Prior to joining the Company, Mr. de Urioste was chief operating officer and chief financial officer for Chordiant Software, Inc., a publicly traded company that is an enterprise software provider of customer service and marketing solutions.

Mr. de Urioste brings a unique blend of talents to Marvell, gained from more than 25 years of professional experience. Prior to Chordiant Software, he served as executive vice president and chief financial officer of Savi Technology, Inc. Prior to joining Savi Technology, Inc., Mr. de Urioste was the co-founder and chief executive officer of Aeroprise, Inc., a private enterprise software company. Previous to Aeroprise, Mr. de Urioste was the CFO and VP of finance and operations for Remedy Corporation.

George holds an M.B.A. from the University of California at Berkeley and a B.S. in accounting from the University of Southern California. He is a certified public accountant in California. He began his career in 1980 as a CPA for Deloitte & Touche. As an experienced public speaker, he was personally invited by Steven Forbes to address Forbes magazine's annual CFO conference. His wide-ranging background has enabled him to gain significant expertise in international business, M&A, corporate compliance, strategic alliances, acquisitions, IPOs, and board of director responsibilities for public and private corporations.

Marvell has retained Heidrick & Struggles to find a permanent CFO.

About Marvell

Marvell (NASDAQ: MRVL) is the leader in development of storage, communications, and consumer silicon solutions. The company's diverse product portfolio includes switching, transceiver, communications controller, wireless and storage solutions that power the entire communications infrastructure including enterprise, metro, home and storage networking. As used in this release, the terms "company" and "Marvell" refer to Marvell Technology Group Ltd. and its subsidiaries, including Marvell Semiconductor Inc. (MSI), Marvell Asia Pte Ltd (MAPL), Marvell Japan K.K., Marvell Taiwan Ltd., Marvell International Ltd. (MIL), Marvell U.K. Limited, Marvell Semiconductor Israel Ltd. (MSIL), Marvell Software Solutions Israel Ltd., and Marvell Semiconductor Germany GmbH. MSI is headquartered in Santa Clara, California and designs, develops and markets products on behalf of MIL and MAPL. MSI may be contacted at (408) 222-2500 or at www.marvell.com.

Safe Harbor Statement Under the Private Securities Litigation Reform Act of 1995:

This release contains forward-looking statements that are subject to risks and uncertainties. Words such as "anticipates," "expects," "intends," "plans," "believes," "seeks," "estimates," "may," "will," "should," and their variations identify forward-looking statements. Statements that refer to, or are based on projections, uncertain events or assumptions also identify forward-looking statements. These statements are not guarantees of results and are subject to risks and uncertainties. Some risks and uncertainties that may adversely impact the statements in this release include, but are not limited to, the outcome of the company's search for a permanent CFO. For other factors that could cause Marvell's results to vary from expectations, please see the risks and other factors described in Marvell's Quarterly Reports on Form 10-Q, Annual Report on Form 10-K and Current Reports on Form 8-K as filed with the Securities and Exchange Commission from time to time. We undertake no obligation to revise or update publicly any forward-looking statements.

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