

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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): May 6, 2012

Mandalay Digital Group, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-10039
Commission File Number

22-2267658
(IRS Employer
Identification No.)

4751 Wilshire Boulevard, Third Floor
Los Angeles, CA
(Address of Principal Executive Offices)

90010
(Zip Code)

Registrant's telephone number, including area code: (310) 601-2500

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation 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 1.01 Entry Into a Material Definitive Agreement

On May 9, 2012, the board of directors of Mandalay Digital Group, Inc. (the "Company") approved entering into customary indemnification agreements with its directors and executive officers. Current directors and executive officers are entering such agreement on or about May 10, 2012, and future directors and executive officers may enter such agreement from time to time. The indemnification agreement will require the Company to indemnify the director or executive officer to the fullest extent permitted by Delaware law, for certain liabilities to which he or she may become subject as a result of his or her affiliation or status with the Company, and provides for contribution rights and (subject to certain undertakings) advancement of expenses. This summary is qualified in its entirety by the terms and conditions of the indemnification agreement, a form of which is contained in Exhibit 10.01 to this Current Report on Form 8-K.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(d)

On May 6, 2012, the board of directors of the Company elected Mr. Christopher Rogers as a director. In connection with his election to the board of directors, Mr. Rogers received a grant of 433,333 shares of restricted stock of the Company under its 2011 Equity Incentive Plan, which shares will vest on the date that is one year from the date of grant and are subject to transfer restrictions for a period of two years following the date of grant, as well as the other terms and conditions applicable to grants under the 2011 Equity Incentive Plan.

In connection with his appointment, Mr. Rogers has not yet been appointed to serve as a member of any Board of Directors committee.

As it does with all directors and executive officers (as described in Item 1.01 of this Current Report), the Company will enter into an indemnification agreement with Mr. Rogers. See Item 1.01 for additional information about this agreement.

There are no related party transactions between the Company and Mr. Rogers that are subject to disclosure under Item 404(a) of Regulation S-K.

(e) The information contained in or incorporated into in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference to the extent the indemnification agreement referenced therein is entered into with executive officers of the Company or any other person covered by Item 5.02(e).

Item 8.01 Other Events.

A copy of the press release issued on May 9, 2012 regarding Mr. Rogers' election is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference into this Item 8.01.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 Form of Indemnification Agreement with Directors and Executive Officers.
 - 99.1 Press Release issued May 9, 2012 regarding Mr. Rogers' election to the board.
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SIGNATURES

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

Mandalay Digital Group, Inc.

Dated: May 10, 2012

By: /s/ Peter Adderton
Peter Adderton
Chief Executive Officer

MANDALAY DIGITAL GROUP, INC.
INDEMNIFICATION AGREEMENT

This Indemnification Agreement (the "Agreement") is made as of the date indicated below between Mandalay Digital Group, Inc., a Delaware corporation (the "Company"), and the undersigned individual ("you"). In consideration of your service to the Company or one of its subsidiaries, the Company hereby binds itself as follows (capitalized terms are generally defined in Exhibit A):

1. Grant of Indemnification.

1.1. Indemnification. If you become Involved in a Claim, the Company will indemnify you, to the fullest extent permitted by law and as soon as practicable, against any and all Losses actually and reasonably incurred by you as a result of the Claim. The parties hereto intend that, to the extent the indemnification expressly permitted by statute is non-exclusive, this Agreement shall provide to the fullest extent permitted by law for indemnification in excess of such indemnification, including, without limitation, any indemnification provided by the Company's articles of incorporation, bylaws, vote of its shareholders or disinterested directors, this Agreement or applicable law.

1.2. Advancement. Until the Claim is resolved, the Company will advance to you any and all Expenses within thirty (30) days upon receipt by the Company of a written undertaking by you to repay all amounts so advanced if it is ultimately determined that you were not entitled to be indemnified for such Claim under this Agreement. Advances of Expenses shall be made without regard to your ability to repay such amounts and without regard to your ultimate entitlement to indemnification under this Agreement or otherwise.

1.3. Enforcement. If a written demand by you for indemnity under this Agreement is not paid in full by the Company within sixty (60) days, you may immediately commence arbitration against the Company to recover the unpaid amount of your claim, together with interest thereon. If you are successful in whole or in part, the Company will also pay all of your Expenses in prosecuting that arbitration.

1.4. Action by Company. Except following a Change of Control, the requirements for advancement of Expenses will not apply to a Claim against you brought by the Company and approved by a majority of its Board of Directors.

2. **Change in Control.** Following a Change of Control, the Company will advance all Expenses and indemnify you unless it receives a final court determination or a written opinion from Independent Legal Counsel that indemnification of the Claim is not permissible. The Company agrees to pay the reasonable fees of Independent Legal Counsel and to fully indemnify such counsel against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or such counsel's engagement pursuant hereto.

3. **Presumptions.** In any proceeding to enforce this Agreement, the burden of proof will be on the Company to prove that you may not be indemnified for any Claim under Delaware law. The termination of any claim, whether by judgment, order, settlement (with or without court approval) or conviction, or upon a plea of nolo contendere or its equivalent, shall not create a presumption that you did not meet any particular standard of conduct or did have any particular belief or that a court determined that indemnification is not permitted by applicable law. . If making a determination with respect to entitlement to indemnification hereunder which under this Agreement, the articles, bylaws or applicable law requires a determination of yours good faith and/or whether you acted in a manner which you reasonably believed to be in or not opposed to the best interests of the Company, the person, persons or persons making such determination will presume that you have at all times acted in good faith and in a manner you reasonably believed to be in or not opposed to the best interests of the Company. Unless prohibited by law, anyone seeking to overcome this presumption will have the burden of proof and of persuasion .Furthermore, neither an unfavorable decision, nor the lack of any decision, by the Company's Board of Directors, any Committee of that Board, or any counsel to the Company regarding whether you met any particular standard of conduct or had any particular belief shall be a defense to your Claim or create a presumption that you have not met any particular standard of conduct or did not have any particular belief.

4. **Nonexclusivity.** Your rights under this Agreement are in addition to any other rights you may have under the Company's Certificate of Incorporation, Bylaws or Delaware law or otherwise. To the extent that a change in the Delaware law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Company's Certificate of Incorporation and Bylaws and this Agreement, this Agreement will be deemed to provide you with those greater benefits. To the extent the Company maintains an insurance policy or policies providing directors' and officers' liability insurance, you will be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any Company director or officer.

5. **No Duplication of Payments; Subrogation.** The Company shall not be liable under this Agreement to make any payment in connection with any Claim made against you to the extent you have otherwise actually received payment (under any insurance policy, Bylaw or otherwise) of the amounts otherwise indemnifiable hereunder. The Company shall be subrogated to all of your rights of recovery to the extent of any payment made to you. You agree to execute all papers required and do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company to effectively bring suit to enforce such rights.

6. **Selection of Counsel.** In the event the Company shall be obligated under Section 1 hereof to advance any Expenses to you, the Company shall be entitled to assume the defense of such proceeding, with counsel approved by you (which consent shall not unreasonably be withheld), upon the delivery to you of written notice of its election so to do. After delivery of such notice, approval of such counsel by you and the retention of such counsel by the Company, the Company shall not be liable to you under this Agreement for any fees of counsel subsequently incurred by you with respect to the same proceeding, provided that, (i) you shall have the right to employ your counsel in any such proceeding at your expense, and (ii) the reasonable fees and expenses of your counsel shall be at the expense of the Company if (A) the employment of your counsel has been previously authorized in writing by the Company, or (B) you shall have reasonably concluded and notified the Company in writing that there may be a conflict of interest between either the Company and you in the conduct of any such defense or between you and other indemnitees of the Company being represented by counsel retained by the Company in the same proceeding.

7. **General.**

7.1. **Binding Effect, Etc.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective 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), assigns, spouses, heirs, executors and personal and legal representatives. This Agreement shall continue in effect regardless of whether you continue to serve as an officer or director of the Company or of any other enterprise at the Company's request. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part, of the business and/or assets of the Company, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

7.2. **Complete Agreement; Modifications.** This Agreement and any documents referred to herein or executed contemporaneously herewith constitute the parties' entire agreement with respect to the subject matter hereof and supersede all prior indemnification agreements between the Company and you, and all other written and oral agreements, representations, warranties, statements, promises and understanding, and all contemporaneous oral agreements, representations, warranties, statements, promises and understandings, with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by both parties.

7.3. **Disputes.**

7.3.1. **Governing Law; Jurisdiction.** The rights and liabilities of the parties will be governed by the laws of Delaware, regardless of the choice of law provisions of that state or any other jurisdiction.

7.3.2. **Arbitration as Exclusive Remedy.** Except for actions seeking injunctive relief, which may be brought before any court having jurisdiction, any claim arising out of or relating to this Agreement, including its validity, interpretation, enforceability or breach, whether based on breach of covenant, breach of an implied covenant or intentional infliction of emotional distress or other tort or contract theories, which are not settled by agreement between the parties, shall be settled by arbitration in Los Angeles County, California before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The parties hereby agree to use their best efforts to keep all matters relating to any arbitration hereunder confidential. Each party agrees that the arbitration provisions of this Agreement are its exclusive remedy and expressly waives any right to seek redress in another forum. Any arbitration shall be commenced within forty-five (45) days, and completed within ninety (90) days, of the appointment of the arbitrators. The parties hereby consent to the in personam jurisdiction of the Superior Court of the State of California for purposes of confirming any arbitration award and entering judgment thereon.

7.4. Waivers Strictly Construed. With regard to any power, remedy or right provided herein or otherwise available to any party hereunder (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party; and (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise, or by an other indulgence.

7.5. Severability. The validity, legality or enforceability of the remainder of this Agreement will not be affected even if one or more of the provisions of this Agreement will be held to be invalid, illegal or unenforceable in any respect.

7.6. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to you for any reason whatsoever, the Company, in lieu of indemnifying you, shall contribute to the amount incurred by you or your behalf, whether for Losses and/or Expenses in connection with a Claim, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Claim in order to reflect the relative benefits received by the Company and you as a result of the event(s) and/or transaction(s) giving rise to such Claim; and/or the relative fault of the Company (and its directors, officers, employees and agents other than you) and you in connection with such event(s) and/or transaction(s). To the fullest extent permitted by law, the Company will fully indemnify and hold you harmless from any claims of contribution which may be brought by other officers, directors or employees of the Company (other than you) who may be jointly liable with you for any Loss or Expense arising from a Claim.

7.7. Specific Performance; Remedies. Each party acknowledges and agrees that the other party would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, the parties will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions in any action or proceeding instituted in any state or federal court sitting in Los Angeles, California having jurisdiction over the parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

7.8. Other Agreements. This Agreement is not intended to supersede or modify any existing indemnification or similar agreement between the parties ("Other Agreements"). In the event of any conflict between this Agreement and any Other Agreements, you shall be entitled to, to the maximum extent permitted by law, to elect which provision to apply without it being deemed a breach of this Agreement or such Other Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

COMPANY:

INDEMNITEE ("YOU"):

Mandalay Digital Group, Inc., a Delaware corporation

By: _____

Its: _____ Print Name: _____

_____ Title: _____

Dated: _____ Dated: _____

EXHIBIT A

CERTAIN DEFINITIONS

"Change in Control" is an event which shall be deemed to have occurred if any one or more of the following events occur: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) hereafter becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing thirty-five percent or more of Voting Securities, excluding, however, a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company or any person meeting such standard as of the date hereof; or (ii) the individuals who on the date hereof constitute the Board of Directors of the Company and any new director whose election by the Board of Directors or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors then still in office, cease for any reason to constitute a majority of the Board of Directors; or (iii) the shareholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least eighty percent of the total voting power of the surviving entity outstanding immediately after such merger or consolidation or (iv) the shareholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company (in one transaction or a series of transactions) of all or substantially all the Company's assets.

"Claim" means (i) any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative which is related to the fact that you are or were a director, officer, employee, agent, trustee or fiduciary of the Company, or are or were serving at the request of the Company as a director, officer, employee, trustee, agent or fiduciary of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, or by reason of anything done or not done by you in any such capacity, or (ii) any inquiry or investigation, whether instituted by the Company or any other party, that you in good faith believe might lead to the institution of any such action, suit or proceeding.

"Expenses" means, without limitation, attorneys' fees and all other costs, expenses and obligations paid or incurred in connection with (i) investigating, defending, being a witness in or participating in (including on appeal), any Claim or (ii) preparing to defend, be a witness in or participate in any Claim.

"Independent Legal Counsel" means an attorney or firm of attorneys selected by you and approved by the Company (which approval shall not be unreasonably withheld) who shall not have otherwise performed services within the last three (3) years for the Company or for you (other than services as provided under Section 2 of this Agreement). If you fail to select an Independent Legal Counsel within 30 days of request by the Company, the Company may select such counsel subject to your reasonable approval.

"Involved" means involuntarily (or at the request of the Company) being or becoming, or being threatened with becoming, a party or witness or other participant.

"Losses" means expenses, judgments, fines, penalties, ERISA excise taxes and any amounts paid in settlement (including all related interest).

"Voting Securities" means any securities of the Company which entitle the holders thereof to vote generally in the election of directors.

Mandalay Digital Group, Inc., Adds Chris Rogers to Board of Directors

Co-Founder of Nextel Communications, Inc. Brings Vast Mobile Experience and Expertise

Los Angeles, CA, May 9, 2012 – Mandalay Digital Group, Inc. (OTC BB: MNDLE.OB) today announced that Chris Rogers, Co-Founder of Nextel Communications, Inc. (now Sprint Nextel Corporation) and several of its predecessor companies has joined the Mandalay Digital Board of Directors.

Most recently, Rogers had served as Senior Vice President, Corporate Development and Spectrum, of Sprint Nextel Corporation where he evaluated and executed strategic initiatives, including mergers, acquisitions, divestitures, equity investments and joint ventures within the mobile communication and e-commerce sectors. He also was responsible for management and oversight of wireless spectrum licenses and Sprint Nextel's investment portfolio of emerging technology start-ups.

Prior to its merger with Sprint in 2005, Rogers was Co-Founder and Senior Vice President of Nextel Communications, Inc. as well as Co-Founder of FleetCall Communications, the predecessor to Nextel Communications, and Founder and Chairman of Dispatch Communications, Inc., which was sold to Fleet Call/Nextel in 1993. Rogers holds a JD in Communications Law and has served as a Director on multiple public and private company Boards and as a Director for several Washington DC-based philanthropic organizations.

"I am very excited to join the Mandalay Digital Group Board of Directors at this stage of the company's growth and development" commented Mr. Rogers. "With recent financings completed, an executive leadership fully in place, and evolving carrier relationships, I believe I can leverage my depth of experience and my own relationships in the mobile industry to help Mandalay Digital continue to rapidly expand and grow."

"The addition of Chris to the Mandalay Digital Board of Directors brings a new scale of operational experience and industry expertise to the company," commented Peter Guber, Chairman of Mandalay Digital Group. "Chris has almost 30 years of experience in the mobile industry as a Founder, as an advisor, and as an operator. His background provides our Board and our company the perfect complement to my own roots in content and story telling. We eagerly await Chris's input as we continue our work with our carrier partners to better monetize their mobile content catalogs and third-party content offerings."

About Mandalay Digital Group

Mandalay Digital Group is at the convergence of internet media content and mobile communications. It delivers a mobile services platform that works with mobile operators and third-party publishers to provide portal management, user interface, content development and billing technology that enables the responsible distribution of mobile entertainment. Mandalay Digital is headquartered in Los Angeles and has offices in Europe and Latin America to support global sales and marketing. For additional information, visit www.mandalaydigital.com.

Forward Looking Statement

Statements in this news release concerning future results from operations, financial position, economic conditions, product releases and any other statement that may be construed as a prediction of future performance or events are forward-looking statements which involve known and unknown risks, uncertainties and other factors which may cause actual results to differ materially from those expressed or implied by such statements. These factors include uncertainties as to levels of orders, ability to record revenues, release schedules, market acceptance of new products, changes in economic conditions and market demand, pricing and other activities by competitors, and other risks including those described from time to time in the Company's filings on Forms 10K and 10Q with the Securities and Exchange Commission (SEC), press releases and other communications.

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