

## **NONDISCLOSURE AGREEMENT**

**This Agreement** is between Indigo Renderer Limited (Indigo) and the Third Party.

**1. Purpose.**

Indigo wishes to disclose Confidential Information to the Third Party for discussion.

**2. Definition.**

“Confidential Information” means any software, information, technical data or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, disclosed orally or in written or electronic form, and which is marked or identified by the disclosing party as "proprietary" or “confidential”.

**3. Non-Disclosure of Confidential Information.**

You agree not to use the Confidential Information disclosed by Indigo for any purpose except to carry out discussions with Indigo. You will not disclose the Confidential Information to third parties.

**4. Intellectual Property Rights.**

Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party. Indigo warrants that it has the right to disclose its Confidential Information to the Third Party. Otherwise, all information is provided “as is” and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

**5. Term.**

This Agreement may be terminated at all times with a 30 days prior written notice, *provided however*, that the confidentiality obligations herein shall terminate six (6) months following the date of disclosure.

**6. Miscellaneous.**

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

**On behalf of “Indigo Renderer Limited”**

Name      Ben Nolan  
Date        4th February 2009  
Signed      \_\_\_\_\_

**On behalf of the Third Party**

Name      \_\_\_\_\_  
Date        \_\_\_\_\_  
Signed      \_\_\_\_\_