

Nondisclosure Agreement

Dated

Between

RenderX, Inc. of 228 Hamilton Ave., 3rd Floor, Palo Alto, CA ("*RenderX*") and

Romeo Corporation of 222 First Street, Suburbia ("*Romeo*")

Background

- A. RenderX and Romeo wish to exchange certain information, which may include confidential, sensitive or proprietary information.
- B. Any unrestricted disclosure or use of a party's Protected Information would reduce the value of the information and would be harmful to the interests of that party.
- C. RenderX and Romeo have agreed that any disclosure or use of Protected Information is subject to and governed by the terms and conditions of this agreement.

It is Agreed

1. Definitions

In this agreement:

Authority means an administrative, judicial, legislative, regulatory or other competent authority;

Permitted Purpose means any purpose directly related to a proposed or current business relationship between the parties;

Protected Information of a party means any inherently confidential, sensitive or proprietary information of that party which is disclosed or becomes known to the other party under this agreement, and includes any copies or reproductions of that information.

2. Confidentiality

- 2.1 Each party must hold Protected Information of the other party in confidence and must only use or disclose that Protected Information in accordance with this agreement.
- 2.2 Each party may use the other party's Protected Information for the Permitted Purpose and may share that information with its directors, officers, employees, professional advisers and contractors for the Permitted Purpose, provided that any such person is under confidentiality obligations equivalent to the those set out in this agreement.
- 2.3 A party must not, directly or indirectly, disclose, publish, release or make available any Protected Information of the other party (and must not approve any such disclosure, publication, release or making available), except to the extent that this agreement specifically allows it.
- 2.4 A party must not use Protected Information of the other party for any purpose other than the Permitted Purpose. In particular, a party must not use Protected Information of the other party for any unlawful purpose.
- 2.5 A party must not make any copies or reproductions of the other party's Protected Information, whether in printed, electronic, hardcopy, softcopy or other form.
- 2.6 Each party must implement reasonable security measures for the storage and handling of the other party's Protected Information, and must ensure that the security measures are at least as good as those implemented for equivalent information of its own.
- 2.7 A party must immediately notify the other party if it becomes aware of any disclosure or use of Protected Information that is contrary to the terms and conditions of this agreement.

3. Exceptions

- 3.1 This agreement does not restrict a party's use, disclosure or copying of information which:
 - (a) is or becomes available to the public through no fault or omission of that party;

- (b) was already known to that party without any restrictions on use or disclosure; or
- (c) is provided to that party by a third party whose use and disclosure of the information is not subject to any confidentiality or nondisclosure restrictions.

3.2 If an Authority orders a party to disclose any of the other party's Protected Information, that party must promptly provide the other party with details of the order and the Protected Information to which it relates, and must use its best efforts to cooperate with the other party if steps are taken to challenge the order and prevent or limit disclosure. Provided that a party complies with this clause, any disclosure or copying of Protected Information required by the order does not breach this agreement.

4. Duration

- 4.1 This agreement starts on the date specified above and remains in effect indefinitely.
- 4.2 Either party may terminate this agreement without cause by giving the other party 14 days written notice of termination. A party may immediately terminate this agreement by written notice to the other party if the other party breaches any provision of this agreement.
- 4.3 On termination or expiry of this agreement, or within 7 days after any written request, each party must return, destroy or permanently delete all copies of the other party's Protected Information in its possession or control, and must confirm in writing that it has done so.
- 4.4 A party's obligations in relation to confidentiality and non-disclosure, and any restrictions on that party's use of Protected Information, will continue for a period of 1 year after termination or expiry of this agreement.

5. Disclaimer

Each party acknowledges and agrees that this agreement does not oblige the other party to disclose or make available any Protected Information and that any such information is disclosed or made available "AS IS" and without any representation or warranty.

6. Remedies

Each party acknowledges and agrees that any breach of this agreement may cause irreparable harm to the other party for which the payment of damages would not be an adequate remedy and that the other party is therefore entitled, in addition to any other rights and remedies it may have, to apply for and obtain immediate injunctive or equitable relief to enforce obligations under this agreement.

7. General

- 7.1 This agreement is made under and will be governed by and construed according to the laws of California, United States of America, excluding its choice of law rules, and each party irrevocably submits to the jurisdiction of the courts in that state.
- 7.2 If a provision of this agreement is held by a court to be illegal, void or unenforceable, the offending provision will be severed from the agreement to the extent and in the manner that best gives effect to the remaining provisions.
- 7.3 A party must not assign or transfer this agreement, or any right or interest under this agreement, to any person unless that person is approved in writing by the other party and gives that other party a written undertaking to comply with the terms and conditions of this agreement. This agreement is binding on the successors and assigns of each party.
- 7.4 This agreement may be executed in counterparts, each of which will be deemed an original, and which together will be deemed to constitute one and the same instrument.

Executed as an agreement on the date written below:

By:	RenderX, Inc.	By:	Romeo Corporation
Signature:	Signature:
Date:	Date:
Name:	Name:

Title:

Title: