

Non-Disclosure Agreement

This agreement (herein after. the “Agreement”) is dated as of _____ by and between

The Disclosing Party	The Receiving Party
Company: Address: Tel: Fax:	Company: Shenzhen Rayvision Technology Co., Ltd. Address: 17th Floor, Building B, Sunny Kechuang Center, No.2 Shanghua Road, Nanshan District, Shenzhen, P.R.China Tel: +86 755-82552100 Fax: +86 755-82557919

1. Purpose

The purpose for which this agreement is being executed is to prevent the unauthorized disclosure of confidential information (as defined below).

2. Relationship

“ The Disclosing Party” means the party that discloses confidential information under this agreement. “The Receiving Party” means the party that receives confidential information from the Disclosing Party. The Disclosing party may disclose confidential information to the Receiving party. The parties mutually agree to enter into a confidential relationship with respect to the disclosure of certain confidential information. The Disclosing Party warrants that it has the right to disclose the confidential information to the Receiving Party. All information is provided “as is” and without any warranty. All confidential information will remain the property of the Disclosing Party. No license under any patent, copyright, trade secret, or other intellectual property rights or other rights to confidential information is granted or implied under this agreement. Nothing in this agreement shall be construed as an assurance that the parties will enter any further agreements or develop future relations, including those anticipated by this agreement. This agreement is not assignable without the other party’s prior written consent, not to be unreasonably held.

3. Definition of Confidential Information

For the purposes of this agreement the term “Confidential Information” shall include, without limitation, the following types of information relating, directly or indirectly, to the business of

the Disclosing Party: (i) information of a technical nature such as trademark, copyright and patent applications & drawings, ideas, innovations, improvements, past, current and planned research and development, computer software and programs (including object code and source code), and database technologies, systems, structures and architectures; (ii) information of a business nature, such as financial statements, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, information and data concerning costs, profits, market share, sales, current or planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, or information regarding suppliers, dealers, or lenders; (iii) information regarding personnel and human resources such as organizational structure, salary and benefits, personnel training techniques and materials, and employees' list and qualifications; (iv) information generated or derived by the Receiving Party or its representatives that contains, reflects or is derived from any of the information described above; (v) all information concerning/provided by the Disclosing Party that is not known or generally available to the public at large; and (vi) any of the information in foregoing paragraph of any affiliate of the Disclosing Party. In order to be protected as confidential information: (i) tangible information must be clearly and conspicuously marked as "confidential" or "proprietary" by the Disclosing Party, and (ii) information disclosed verbally or visually must be orally identified as being confidential information at the time of disclosure and subsequently reduced to written form in a clearly and conspicuously marked document and submitted to the Receiving Party within 20 days of the initial disclosure. Notwithstanding the foregoing, information that reasonably should be considered confidential due to the nature of the information and circumstances of disclosure shall also be covered as confidential information under this agreement.

Confidential information shall not include any information that: (i) is generally available to the public through no violation of a non-disclosure obligation; (ii) the Receiving Party has obtained lawfully from an independent source not subject to a non-disclosure obligation, and the Receiving Party is able to document such independent source; or (iii) was lawfully in the possession of the Receiving Party at the time of disclosure, as evidenced by the Receiving Party's files and records.

The Receiving Party further agrees that all records and copies of records of the Disclosing Party are and shall remain the property of the Disclosing Party and agrees to keep such documents subject to the Disclosing Party's custody and control.

4. Non-disclosure Obligations

- 4.1 The Receiving Party shall hold the confidential information in strict confidence and shall restrict the use of the confidential information solely for the authorized purpose.
- 4.2 The Receiving Party shall use the same degree of care and discretion, but no less than the

reasonable care, to prevent disclosure, publication, or dissemination of the confidential information as it uses to protect its own similar information.

- 4.3 The Receiving Party shall not disclose the confidential information to a third party, in any manner whatsoever, except with the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose confidential information (a) to its employees and independent contractors, (b) to its affiliates, and (c) to its affiliates' employees and independent contractors including lawyers or other professional advisors, that require access to the confidential information for carrying out the authorized purpose, if prior to receiving access to any of the confidential information, any such person or entity agree with the Receiving Party in writing to be bound by this agreement or by a written confidentiality agreement with terms and conditions consistent with the terms and conditions of this agreement. The Receiving Party may make only the minimum number of copies of confidential information required to carry out the purpose of this agreement. The Receiving Party agrees that the confidential information received from the Disclosing Party is proprietary in nature.

5. Term and Termination

- 5.1 This agreement shall commence on the date of execution of this agreement and shall be valid for a period of one (1) year from such date.
- 5.2 The Disclosing Party may terminate this agreement by providing written notice to the Receiving Party, which termination shall be effective upon receipt of such notice. However, the parties may mutually, in writing, agree to terminate this agreement.
- 5.3 The obligations and responsibilities of the Receiving Party shall survive and continue in full force and effect beyond any termination or expiration of this agreement for a period of two (2) years from the date of termination or expiration (including expiration due to successful completion of the transaction), as the case may be.

6. Return of Confidential Information

- 6.1 Immediately upon the decision by either party not to enter into a business relationship with respect to the transaction or upon request by the Disclosing Party, whichever occurs first, the Receiving Party should immediately return to the Disclosing Party all written confidential information and any other written material containing or reflecting confidential information and will not retain any copies, extracts or other reproductions in whole or in part of such written material. The Receiving Party shall promptly destroy all records, documents, memoranda, notes and other writings whatsoever within the possession, custody, or control of the Receiving Party or its affiliates, containing or reflecting any portion of the confidential information including any information prepared

by the Receiving Party, or its affiliates, based on the information included in the confidential information and such destruction shall be certified in writing by an authorized officer supervising such destruction.

- 6.2 Notwithstanding the return or destruction of any confidential information as per Clause 6.1 above, the Receiving Party shall continue to be bound by its obligations of confidentiality and other obligations beyond the termination of this agreement.
- 6.3 The Receiving Party may however retain archival copies of the confidential information which it may use only in case of a dispute between the parties. Notwithstanding the foregoing, latent data such as deleted files, and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files, and metadata that can only be retrieved by computer forensics experts and is generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for return of confidential information as set forth by this section.

7. Confidentiality of the Transaction

Unless otherwise required by law, without the prior written consent of the Disclosing Party, neither the Receiving Party nor its affiliates shall disclose to any person (including any corporation, company, partnership or individual) either the fact that discussions or negotiations are taking place concerning the transaction between the parties or any of the terms, conditions or other facts with respect to transaction, including the status thereof. This Clause 7 shall be broadly interpreted to prohibit, without limitation, any discussions by the Receiving Party with potential co-bidders or other transaction partners, without prior written consent of the Disclosing Party.

8. Compliance

The Receiving Party will comply and do all things necessary to comply with the laws and regulations of all governmental entities under which the Disclosing Party does business and with the provisions of contracts between such governmental entities or its contractors and the Disclosing Party that relate to confidential information or the safeguarding of such information.

9. Waiver and Preservation of Remedies

No delay on the part of a party in exercising any right, power or privilege under this agreement will operate as a waiver, nor will any waiver by a party of any right, power or privilege, nor any single or partial exercise of any right, power or privilege, preclude any other or other exercise of the right, power or privilege.

10. Applicable Law and Arbitration

10.1 This agreement shall be governed by the laws of the People's Republic of China.

10.2 In the event a dispute arises from the interpretation or implementation of or in connection with this agreement, the parties shall attempt in the first instance to resolve such dispute amicably through friendly consultations between the parties.

In the event the dispute cannot be resolved through consultations, either party is entitled to submit the dispute to China International Economic and Trade Arbitration Commission ("CIETAC") for final arbitration in Shanghai by an arbitration tribunal in accordance with the Arbitration Rules of CIETAC (the "CIETAC Rules").

The arbitration tribunal shall render a written arbitral award, which shall be final and binding upon both parties. The losing party shall be responsible for the costs of CIETAC, the fees of the arbitrators (if any), the expenses of the arbitration proceedings and all costs and expenses of enforcement of any arbitral award, including reasonable attorneys' fees and expenses.

11. Force Majeure

Neither the Disclosing Party nor the Receiving Party shall be liable for delays in performing or any failure to perform any of the terms of this Agreement caused by the effects of fire, strike, war (declared or undeclared), insurrection, government restriction or prohibition, force majeure or other causes reasonably beyond its control and without its fault, but the party failing to perform shall use all reasonable efforts to resume performance of this agreement as soon as feasible. Any episode of force majeure which continues for forty-five (45) days from the date of notification of its existence shall give the non-affected party the right to terminate this agreement upon fifteen (15) days additional written notice.

12. Severability

If any term, provision, covenant or condition of this agreement, or the application thereof to any person, place or circumstance, is held to be invalid, unenforceable or void, the remainder of this agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances will remain in full force and effect.

13. Entire Agreement

This agreement constitutes the entire agreement and understanding between the parties and supersedes any prior or contemporaneous written or oral contracts, representations and warranties between them respecting the subject matter of this agreement.

14. Amendment

This agreement may be amended only by a writing signed by both parties.

15. Rights Cumulative

Any rights and remedies contained in this agreement are cumulative and not exclusive of rights and remedies provided by applicable law. No single or partial exercise of a right or remedy provided by this agreement or by applicable law shall prevent a further exercise of such right or remedy or the exercise of another right or remedy provided under this agreement or applicable law with respect to the same or other circumstances arising in connection with this agreement.

16. Notice

All notices, requests, consents, or other communications required or permitted to be given under this agreement shall be in writing and may be delivered by facsimile transmission or courier service or by certified or registered mail (return receipt requested with all fees prepaid) at the following addresses:

If to the Disclosing Party:

Company:

Address:

If to the Receiving Party:

Company: Shenzhen Rayvision Technology Co., Ltd. (Fox Renderfarm)

Address: 17th Floor, Building B, Sunny Kechuang Center, No.2 Shanghua Road, Nanshan District, Shenzhen, P.R.China

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representative as of the date written below.

The Disclosing Party

By: _____

Printed Name:

Title:

Date:

(By signing above, the Disclosing Party represents and warrants that it has the authority to enter into this agreement.)

The Receiving Party

By: _____

Printed Name:

Title:

Date:

(By signing above, Rayvision represents and warrants that Rayvision has the authority to enter into this agreement.)