

Confidentiality Agreement

WHEREAS the parties desire to set out their understanding with respect to the treatment of certain communication between them (as defined under Section 2 below, the “Confidential Information”) in relation to the development of Epsilon Software (the “Software”)

AND

WHEREAS ETT, being the sole proprietor of the Software, desires to maintain the confidentiality and proprietary nature of the Confidential Information;

NOW THEREFORE, in consideration of the disclosure of the Confidential Information by the parties under this Agreement and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. STATEMENT OF PURPOSE

This Agreement is executed in connection with discussions and other exchanges of information that the parties and their representatives have had or will have for the purpose of the development, provision of technical assistance, maintenance support and modification of the Software.

2. CONFIDENTIAL INFORMATION

The Receiving Party understands and agrees that it may be furnished with or otherwise have access to information that ETT considers to be confidential, including but not limited to business and technical information, marketing plans, research, designs, customer information, plans, methods, techniques, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialised physically, electronically, graphically or in writing.

For the purposes of this Agreement, Confidential Information shall mean information, including a formula, pattern, compilation program, device, method, technique or process, marketing and promotion, computer software and hardware systems, computer network and communications integration or design, and information technology businesses or enterprise related, but not limited to the virtual, automated or interactive multimedia and content development, e-commerce development and application, advertising and techniques, computer programs or information in computer software or held in electronic storage medium, business contacts and resources, business plans, methods or strategies and other information that is proprietary and confidential to ETT in relation to the Software that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, disclosed by ETT to the Receiving Party in document or other tangible form, including but not limited to graphic, photographic, recorded, diagrammed, digital, electronic or any other form by one party to the other, as well as the content of this Agreement, and the content of any and all discussions between the parties, including any confidential information developed in the course of this Agreement, of which if initially disclosed orally or visually is identified as proprietary and, or confidential at the time of disclosure or information provided under circumstances surrounding disclosure which ought to

be treated as confidential, or which under accepted industry practices for that type of information is generally treated as confidential (the "Confidential Information").

The Receiving Party agrees to secure and protect the Confidential Information of ETT in a manner consistent with the maintenance of ETT's rights therein, using at least a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature or importance, but in no event use less than reasonable efforts.

The Receiving Party undertakes not to sell, transfer, publish, disclose or otherwise use, for its own benefits or that of third parties, or make available any portion of the Confidential Information relating to the Software to third parties without the written consent of ETT.

No license under any patent, trademark, copyright or any other intellectual property or proprietary rights laws is either granted or implied by the disclosure of any Confidential Information.

In the event the Receiving Party learns of any unauthorized use or disclosure of ETT's Confidential Information, the Receiving Party shall immediately notify ETT and take all action reasonably necessary to halt such unauthorized use.

3. NON-CONFIDENTIAL INFORMATION

Notwithstanding Section 2, Confidential Information shall not include information which: (a) is as of the time of its disclosure or thereafter legitimately becomes part of the public domain through a source other than the Receiving Party; (b) was rightfully known to the Receiving Party as of the time of its disclosure; (c) is independently developed by the Receiving Party; (d) is subsequently learned from a third party not under a confidentiality obligation to ETT; or (e) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon the Receiving Party subject to same shall provide prompt written notice to ETT prior to such disclosure, so that ETT may seek a protective order or other remedy as it may deem appropriate.

4. OWNERSHIP

The Receiving Party agrees that all Confidential Information of ETT which comes into the Receiving Party's custody or possession, is and at all times shall be the exclusive property of ETT, to be used by the Receiving Party only for the purposes authorized by ETT.

At the request of ETT, the Receiving Party shall promptly destroy all copies of such

Confidential Information within its control, or return same to ETT and shall, within fifteen (15) days of receiving such a request, certify in writing its compliance with the terms of this provision. After such destruction or delivery, the Receiving Party shall not retain any copies thereof.

5. AMENDMENT

No amendment or modification of this Agreement shall be valid or binding on ETT and the Receiving Party unless made in a mutually executed writing. The Receiving Party shall not disclose, publicize or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of ETT, except as may be required by law.

6. NOTICES

All notices, requests and consents under this Agreement shall be in writing and shall be deemed to have been delivered to (a) on the date personally delivered, (b) on the date posted, by registered post, with return receipt requested or (c) when sent via facsimile and confirmed to the parties' addresses set forth therein.

7. GOVERNING LAW & ENFORCEABILITY OF AGREEMENT

This Agreement is governed by and will be construed in accordance to the laws of the Republic of Mauritius without regard to conflicts of law principles.

8. INDEMNIFICATION

The Receiving Party acknowledges that breach of this Agreement may cause irreparable injury to ETT and that ETT may seek and obtain injunctive relief and other equitable relief against such breach.

9. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of enforceability of any other provision of this Agreement. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right.

10. EQUITIES

The obligations of confidentiality hereunder with respect to all Confidential Information shall survive the termination of any relationship or link the Receiving Party is sharing with ETT.

The obligations are unconditional and shall be unaffected by any other rights, claims, obligations or equities that may exist between ETT and the Receiving Party.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between ETT and the Receiving Party hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements concerning the subject matter hereof.

12. COUNTERPARTS

This Agreement may be executed in multiple counterparts, all of which taken together shall constitute a single instrument. This Agreement may be delivered by facsimile.