

CONFIDENTIALITY AGREEMENT

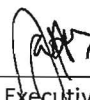
The Fair Trading Commission of Seychelles, (the "FTC"), having its office at Orion Mall, rooms 213/214 P.O. Box 1207, Victoria, represented by its Chief Executive Officer **Daniel Gappy**, is interested in information related to Statistics within the Seychelles Revenue Commission and other related information or data (the "records") and Seychelles Revenue Commission, with its registered address at P.O Box 50, Victoria, Mahe, Seychelles ("SRC") will provide such information to enable the FTC to make an evaluation of the records (the "Transaction"). This information is provided by SRC to the FTC for the sole purpose of such evaluation (the "Permitted use"). In consideration of SRC agreeing to make available to the FTC Confidential Information (as defined below) the FTC hereby undertakes as follows:

1. All business, financial, operational or other information or data of any kind which may be supplied or made available by SRC or on its behalf to the FTC of its advisers, regarding the records or part thereof (all such information and data, except as provided in paragraphs (a) to (c) below, being referred to as "**Confidential Information**" including the possibility of the Transaction) will be held in complete and strict confidence by the FTC, its employees and advisers provided that this undertaking will not apply to any information that:
 - (a) was already in the public domain at the time of disclosure to the FTC, its Employees or its advisers; or
 - (b) has subsequently come into the public domain other than through introduction by the FTC, its Employees or its advisers; or
 - (c) is required to be disclosed by any regulatory organisation or if otherwise required by law.
2. The FTC understands that it shall be entitled to disclose any Confidential Information to such of its directors, officers, employees, associates, affiliates and advisers who are directly concerned with the Transaction and whose knowledge of such Confidential Information is absolutely necessary for these purposes.
3. Subject to the above, the FTC assumes responsibility for not disclosing any Confidential Information without the prior written consent of the SRC, and the FTC agrees that it:
 - (a) may only use Confidential Information in connection with Permitted use;
 - (b) may only share Confidential Information with third parties authorised by SRC in writing.
4. The FTC undertakes to hand over all documentation received upon request of the SRC together with all copies and thereof without delay. Both the FTC and SRC accept this agreement to be continuous unless both the FTC and SRC terminate on mutual consent, or otherwise superseded by a subsequent agreement (if applicable).
5. The FTC undertakes and acknowledges that it shall be liable for any proven directly related damages incurred in connection with the breach of its obligations under this Confidentiality Agreement.
6. This Confidentiality Agreement shall be governed by, and shall be construed and enforced in accordance with the laws of Seychelles. Any dispute, controversy or claim arising out of or in connection with Confidentiality Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in the Supreme Court of Seychelles. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the parties hereto have duly executed this Confidentiality Agreement on January, 18 2012 in two (2) counterparts, each of which shall constitute an original, each party having possession of one counterpart.



Revenue Commissioner
Seychelles Revenue Commission



Chief Executive Officer
Fair Trading Commission