MODEL CONFIDENTIALITY AGREEMENT

Date:

Parties: OpenNet Pte. Ltd. ("**OpenNet**"), company registration number 200819712H, a company incorporated in Singapore and having its registered office at 152 Beach Road #31-02/04, Gateway East, Singapore 189721 (and shall include its successors and assigns); and

                  [**Requesting Licensee's details**]

                  (collectively referred to as the "**Parties**" and each individually as a "**Party**").

RECITALS:

A.   This Agreement regulates the disclosure by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") of information which is confidential to the Disclosing Party in connection with the proposed negotiations or discussions in relation to the provision of Mandated Services by OpenNet.

B.   The Receiving Party agrees to maintain the confidentiality and not disclose the Confidential Information (hereinafter as defined below) to any other person and only use that Confidential Information for the limited purpose of negotiations or discussions in relation to the provision of Mandated Services by OpenNet, and subject to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows**:**

1.   The Parties agree to execute this Agreement as a precondition to any discussions in relation to the provision of Mandated Services by OpenNet.

2.   "Confidential Information" is information, know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature and includes but is not limited to, information of a commercial, technical or financial nature which contains amongst other matters, trade secrets, know-how, patent and ancillary information and other proprietary or confidential information, regardless of form, format, media including without limitation written, oral, or reduced to tangible product and also includes those communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site or place including without limitation:

(i)   research, development or technical information, confidential and proprietary product, intellectual property rights;

(ii)   business plans, operations or systems, financial and trading positions;

(iii)   details of customers, suppliers, debtors or creditors;

(iv)   information relating to the officers, directors or employees of the Disclosing Party and its related corporations;

(v)   marketing information, brochures, printed matter, rates and rate tables; and

(vi)   details of the Disclosing Party's network.

"Related Corporation" means a company which is the holding company or subsidiary of either Party or a company which shares a common holding company with either Party. The words "holding company" and "subsidiary" shall have the same meanings as prescribed to them in the Companies Act (Cap. 50).

3.   Each Party hereby irrevocably covenants to keep the other Party fully and effectively indemnified against all actions, claims, costs, damages, deficiencies, demands, expenses, liabilities and losses (including all legal costs incurred on a full indemnity basis) that may be suffered, incurred or sustained by the other Party in consequence of or in connection with any breach of this Agreement by the first-mentioned Party.

4.   Except as otherwise provided in this Agreement, the Receiving Party shall keep confidential all Confidential Information of the Disclosing Party which:

(a)   is disclosed, communicated or delivered to the Receiving Party pursuant to negotiations or discussions in connection to the provision of Mandated Services by OpenNet between the Parties; or

(b)   comes to the Receiving Party's knowledge or into the Receiving Party's possession in connection with negotiation or discussions on the provision of Mandated Services by OpenNet between the Parties,

whether such Confidential Information is received before or after the date of this Agreement.

5.   Except as otherwise provided in this Agreement, neither Party shall disclose to any other person the status, terms, conditions or other facts concerning the negotiations or discussions on the provision of Mandated Services by OpenNet between the Parties.

6.   The Receiving Party shall not use or copy the Confidential Information of the Disclosing Party except in connection with the purpose of the Receiving Party's negotiations or discussions on the provision of Mandated Services by OpenNet with the Disclosing Party or for such other purposes as both Parties may agree in writing from time to time.

7.   In the event of the Receiving Party visiting any of the facilities of the Disclosing Party, the Receiving Party undertakes that any further Confidential Information which may come to its knowledge as a result of any such visit and any Confidential Information relating to plant and equipment which may be seen at such facilities, the methods of operation thereof and the various applications thereof shall be kept strictly confidential and that any such Confidential Information will not be divulged to any third party and will not be made use of in any way, (whether for its benefit or that of any third party) except in connection with the Receiving Party's negotiations or discussions with the Disclosing Party on the provision of Mandated Services by OpenNet or for such other purposes as both Parties may agree in writing from time to time.

8.   Except as otherwise provided in this Agreement, the Receiving Party shall not disclose or communicate, cause to be disclosed or communicated or otherwise make available Confidential Information to any third party other than:

(a)   the Receiving Party's directors, officers, employees, agents, contractors or representatives to whom disclosure is necessary for the purpose of negotiations or discussions on the provision of Mandated Services by OpenNet between the Parties;

(b)   the Receiving Party's professional adviser only to the extent necessary for that adviser to provide advice or protect the rights of the Party under this Agreement; and

(c)   the Receiving Party's appointed financial adviser or appointed banker only to the extent necessary for the financial adviser or appointed banker to provide financial advice and/or financial services to the Receiving Party

     (each an "Authorised Person", and collectively, the "Authorised Persons").

9.   The Receiving Party may disclose some or all of the Confidential Information to the Authorised Person(s) provided that prior to a disclosure, the Receiving Party must inform the Authorised Person(s) that he is obligated to protect the Disclosing Party's Confidential Information in a manner consistent with this Agreement and shall take

reasonable steps to ensure that the Authorised Person(s) safeguards the Confidential Information. In any event, the Receiving Party shall remain liable for any disclosure of the Disclosing Party's Confidential Information by the Authorised Person(s) to any other person.

10.   A Receiving Party may disclose Confidential Information to a Related Corporation to the extent necessary to adopt and implement any agreement made on the provision of Mandated Services by OpenNet between the Parties, subject to the Related Corporation undertaking to comply with obligations equivalent to those contained in this Agreement. Notwithstanding, the Receiving Party shall at all times remain liable to the Disclosing Party for any disclosure by the Related Corporation of Confidential Information to any other person.

11.   Save as provided in this Agreement, no news releases, public announcements or any other form of publicity concerning this Agreement or the terms of this Agreement shall be conducted or released by the Receiving Party without the prior written consent of the Disclosing Party.

12.   The Receiving Party's obligations hereunder shall not apply to Confidential Information if the same is:

(a)   in or enters the public domain, other than by breach by the Receiving Party or any of its Authorised Person(s) of this Agreement; or

(b)   known to the Receiving Party on a non-confidential basis prior to disclosure under this Agreement, at the time of first receipt, or thereafter becomes known to the Receiving Party or any of its Authorised Person(s) without similar restrictions from a source other than the Disclosing Party, as evidenced by written records; or

(c)   is or has been developed independently by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information.

13.   Except as otherwise provided in this Agreement, a Receiving Party may not disclose the Confidential Information of the Disclosing Party except in the following circumstances:

(a)   the disclosure is authorised in writing by the Disclosing Party to the extent of that authority;

(b)   the disclosure is made pursuant to a directive issued by the Info-Communication Development Authority of Singapore (the **"Authority"**) or any judicial, statutory or governmental agency;

(c)   the disclosure is made to the Authority:

    (i)   for the purpose of registration of this Agreement or any amendment, modification or alteration of this Agreement;

    (ii)   under or pursuant to the Info-Communication Development Authority of Singapore Act (Cap. 137A)) or the Telecommunications Act (Cap. 323) or under or pursuant to the Disclosing Party's or Receiving Party's Licence or OpenNet's contract with the Authority;

    (iii)   for the purpose of a review by the Authority or a determination by the Authority; or

    (iv)   as otherwise specified in this Agreement or in any other agreement on the provision of Mandated Services by OpenNet between the Parties;

(d)   the disclosure is made to an Emergency Organisation. For the purposes of this clause 13, "Emergency Organisation" shall mean the relevant police, fire, civil defence, ambulance and coastguard services and other similar organisations providing assistance to the public in emergencies;

(e)   the disclosure is made to any arbitrator or expert appointed to resolve disputes under any agreement on the provision of Mandated Services by OpenNet between the Parties; or

(f)   the disclosure is made pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law.

14.   The Receiving Party shall inform the Disclosing Party of any disclosures to third parties under clause 13 by the Receiving Party prior to any such disclosure, so as to provide, where circumstances reasonably permits, the Disclosing Party with the opportunity to take appropriate actions to mitigate or prevent the disclosure.

15.   A Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.

16.   Confidential Information provided by one Party to the other Party is provided for the benefit of that Party only and shall be used solely for the purposes for which it was disclosed.

17.   Each Party acknowledges that a breach of this Agreement by one Party may cause the other Party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, a Party may seek injunctive relief against such a breach or threatened breach.

18.   All written Confidential Information or any part thereof (including, without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials prepared by the Receiving Party or on its behalf which reflect or are prepared from any of the Confidential Information provided by the Disclosing Party shall be returned to the Disclosing Party or destroyed by the Receiving Party, when requested by the Disclosing Party at any time, or when the Receiving Party's need for such information has ended or when this Agreement expires or is terminated, whichever is earlier. In the event of destruction, the Receiving Party shall certify in writing to the Disclosing Party within thirty (30) days, that such destruction has been accomplished. The Receiving Party shall make no further use of such Confidential Information nor retain such Confidential Information in any form whatsoever.

19.   This Agreement shall be effective and binding from the date of execution and will continue until and unless terminated in accordance with clause 20 herein.

20.   This Agreement shall terminate upon the occurrence of the earlier of the following events:

(a)   the execution of an agreement governing the provision of Mandated Services by OpenNet between the Parties;

(b)   by written agreement between the Parties; or

(c)   when either Party notifies the other in writing electing to discontinue the negotiations or discussions on the provision of Mandated Services by OpenNet.

        Notwithstanding the termination of this Agreement, if an agreement on the provision of Mandated Services by OpenNet between the Parties is not executed, the obligation to maintain confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this Agreement shall continue for 2 years from the date of termination of this Agreement.

21.   Nothing contained in this Agreement shall be deemed to grant to the Receiving Party either directly or by implication, any right, by licence or otherwise, under any patent(s)

patent applications, copyrights or other intellectual property rights with respect to any Confidential Information of the Disclosing Party.

22. This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressed set forth herein. Any exchange of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exist between the Parties. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose whatsoever and no Party shall have any authority to bind the other Party.

23. This Agreement contains the entire understanding between the Parties with respect to the safeguarding of said Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of the Parties.

24. Each provision of this Agreement (including each undertaking and each part of it) shall be construed separately and independently from each other. Accordingly, if any provision of this Agreement is found to be unenforceable, the remainder shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the Parties as expressed herein.

25. The rights, powers and remedies provided in this Agreement are cumulative and do not exclude the rights or remedies provided by law and equity independently of this Agreement.

26. This Agreement shall be governed and construed in all respects in accordance with the laws of Singapore.

27. It is irrevocably agreed that the Courts of the Republic of Singapore shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement shall be brought in such Court and that the Parties hereby submit to the exclusive jurisdiction of such Court.

28.   Subject to clauses 19 and 20 above, the Parties acknowledge that this Agreement continues in full force and effect regardless of variations, assignments or termination of other agreements between the Parties.

29.   A person who is not a Party to this Agreement has no right under the Contracts (Right of Third Parties) Act (Chapter 53B) of Singapore to enforce any term of this Agreement.

IN WITNESS WHEREOF THIS AGREEMENT was entered into the day and year first above written.

SIGNED for and on behalf of
[Requesting Licensee, Company Registration Number]

Signed: _____

Name: _____

Position: _____

SIGNED for and on behalf of
OpenNet Pte. Ltd., Company Registration Number 200819712H

Signed: _____

Name: _____

Position: _____