

CONFIDENTIALITY AGREEMENT (MUTUAL)

This Agreement (hereinafter called the "Agreement") is made Wednesday the 17th of August 2005 (hereinafter called the "Effective Date") by and between:

- Public-Root Limited,
- The Internet Names Authorisation & Information Center (INAIC) Stichting,
- The Internet Names Authorisation & Information Center (INAIC) Vereniging,

all of which are represented at the Nieuwe 's Gravelandseweg 55, 1406 NB Bussum, The Netherlands and:

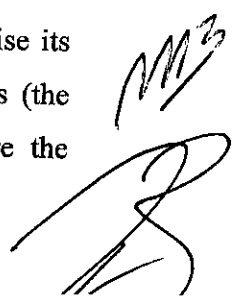
- Joe Baptista, without residence,^a representative acting in a fiduciary capacity on behalf of the Internet Community,



and are referred to herein collectively as the "parties" and each individually as a "party."

1. Background.

The parties intend to engage in discussions and negotiations concerning the possible establishment of a business relationship between them. In the course of such discussions and negotiations and in the course of any such business relationship, it is anticipated that each party will disclose or deliver to the other party and to the other party's directors, officers, employees, agents or advisors (including, without limitation, attorneys, solicitors, accountants, consultants, bankers, financial advisors and members of advisory boards) (collectively, "Representatives") certain of its trade secrets or confidential or proprietary information for the purposes of enabling the other party to evaluate the feasibility of such business relationship and to perform its obligations and exercise its rights under any such business relationship that is agreed to between the parties (the "Purposes"). The parties have entered into this Agreement in order to assure the



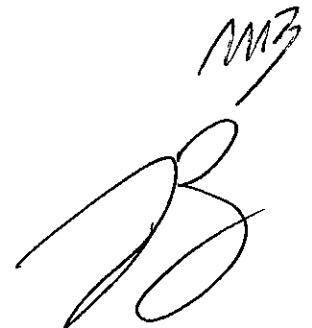
confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the “Disclosing Party”; the party receiving such Proprietary Information is referred to as the “Recipient”.

2. Proprietary Information.

As used in this Agreement, the term “Proprietary Information” shall mean all or any trade secrets or confidential or proprietary information designated as such either orally or in writing by the Disclosing Party, this also includes any information regarding UNified Identity Technology B.V. (UNIDT) , whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the foregoing, and for the purposes of clarity any information which is orally or visually disclosed to the Recipient by the Disclosing Party, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall also constitute Proprietary Information. In addition, the term “Proprietary Information” shall be deemed to include: (a) any notes, computer programmes, computer designs, computer templates, computer software, computer codes, computer data, analyses, compilations, studies, interpretations, memoranda or other documents prepared by the Recipient or its Representatives which contain, reflect or are based upon, in whole or in part, any Proprietary Information furnished to the Recipient or its Representatives pursuant hereto; and (b) the existence or status of, and any information concerning, the discussions between the parties concerning the possible establishment of a business relationship.

3. Scope of Agreement.

This Agreement shall apply to all Proprietary Information disclosed between the parties hereto from the Effective Date until 31 December 2010 (hereinafter called the “Termination Date”).

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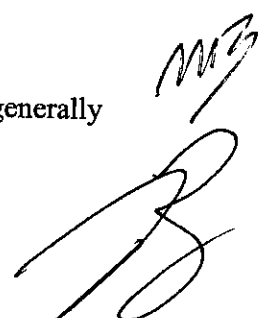
4. Use and Disclosure of Proprietary Information.

The Recipient and its Representatives shall use the Proprietary Information of the Disclosing Party only for the Purposes, and such Proprietary Information shall not be used for any other purpose without the prior written consent of the Disclosing Party. The Recipient and its Representatives shall hold in confidence with at least the same degree of care as it uses to keep its own proprietary information confidential, which shall in no event be less than reasonable care, and shall not disclose any Proprietary Information of the Disclosing Party; provided, however, that (i) the Recipient may make any disclosure of such information to which the Disclosing Party gives its prior written consent; and (ii) any of the Proprietary Information may be disclosed by the Recipient to its Representatives who need to know such information in connection with the Purposes, who are informed of the confidential nature of such information and of the terms of this Agreement and who agree to comply with the provisions of this Agreement applicable to the Recipient or who have signed a confidentiality agreement with the Recipient at least as restrictive as this Agreement. In any event, the Recipient agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Proprietary Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not prohibit the Recipient from disclosing Proprietary Information of the Disclosing Party to the extent required in order for the Recipient to comply with applicable laws and regulations, provided that the Recipient provides prior written notice of such required disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Limitation on Obligations.

The obligations of the Recipient specified in Section 3 above shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- (a) is generally known to the public at the time of disclosure or becomes generally known without Recipient or its Representatives violating this Agreement;

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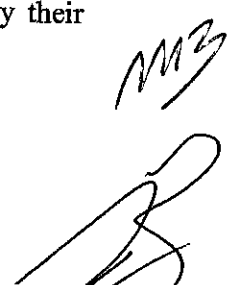
- (b) is in the Recipient's possession at the time of disclosure; or
- (c) becomes known to the Recipient through disclosure by sources other than the Disclosing Party without such sources violating any confidentiality obligations to the Disclosing Party.

6. Ownership of Proprietary Information.

The Recipient agrees that it shall not receive any right, title or interest in, or any license or right to use, the Disclosing Party's Proprietary Information or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise. Each of the parties hereto represent, warrants and covenants that the trade secrets which it discloses to the other party pursuant to this Agreement have not been stolen, appropriated, obtained or converted without authorization.

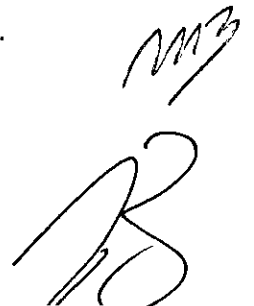
7. Return of Proprietary Information.

The Recipient shall, upon the written request of the Disclosing Party, return to the Disclosing Party all Proprietary Information received by the Recipient or its Representatives from the Disclosing Party (and all copies and reproductions thereof). In addition, the Recipient shall destroy: (i) any notes, reports or other documents prepared by the Recipient which contain Proprietary Information of the Disclosing Party; and (ii) any Proprietary Information of the Disclosing Party (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Disclosing Party. Alternatively, upon written request of the Disclosing Party, the Recipient shall destroy all Proprietary Information received by the Recipient or its Representatives from the Disclosing Party (and all copies and reproduction thereof) and any notes, reports or other documents prepared by the Recipient which contain Proprietary Information of the Disclosing Party. Notwithstanding the return or destruction of the Proprietary Information, the Recipient and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder.

Handwritten initials 'MB' and a signature.

8. Miscellaneous.

- (a) This Agreement supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by the parties.
- (b) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- (c) This Agreement shall be construed and interpreted in accordance with the internal laws of the Netherlands, without giving effect to the principles of conflicts of law thereof. The parties hereby agree to the exclusive jurisdiction of the Courts of the Netherlands, the Hague.
- (d) The provisions of this Agreement are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable for such purpose. The Recipient agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable injury and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to specific performance and other injunctive and equitable relief.
- (e) The confidentiality obligations imposed by this Agreement shall continue with respect to any item Proprietary Information until the fifth anniversary of the Termination Date.
- (f) For the convenience of the parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both parties.

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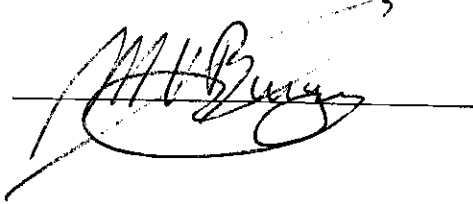
SIGNED

For and on behalf of

-Public-Root Ltd.:

-INAIC Stichting:

-INAIC Vereniging



SIGNED

By Joe Baptista

