

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of this 5th of November, 2012 (the "Effective Date"), by and between

The Binary Workshop,

with its principal place of business at **174, Kamaraj Avenue 2nd Street, Justice Ramasamy Street, Adyar, Chennai 600020, Tamil Nadu, India** (hereinafter "TBW"),

and,

MadeiraCloud,

with its principal place of business at Room 110, No.54 Bungalow, No.12, Xueyuan South Road, Haidian District, Beijing, P.R. China , (hereinafter "CLIENT") each individually referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties are interested in exploring a business opportunity between themselves (the "Relationship") and in order to further discussions with respect to the Relationship, each Party must share information about its business with the other Party. The Party disclosing its information shall be referred to as the "Discloser" and the Party receiving such information from the other Party shall be referred to as the "Recipient"; and

WHEREAS, in order to further discussions with respect to the Relationship, the Discloser must share with the Recipient certain confidential technical and business information which the Discloser desires the Recipient to treat as confidential; and

WHEREAS, in order to protect the interests of the Discloser , and to encourage the Recipient to maintain the confidentiality of the materials disclosed to the Recipient, it is prudent, imperative and pertinent for the Parties to agree on how the disclosed information will be used;

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual acknowledgements and agreements herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Confidential Information. The confidential and proprietary information disclosed under this Agreement (hereinafter, the "Confidential Information") may be described as any and all information and data disclosed or provided by the Discloser to the Recipient before, on or after the date of this Agreement, in whatever form, whether written or oral, electronic or graphic, with respect to the Relationship or the Discloser's business (including, without limitation, its intellectual property, operations, pricing and proposals, finances, prospects, customers, personnel, etc.). "Confidential Information" will mean and include "Customer/Consumer Information" (as defined in subsection 1.1 below) and "Proprietary and Other Confidential Information" (as defined in subsection 1.2 below). The Parties further agree that the absence of any marking or statement that any particular information is Confidential Information shall not affect its status as Confidential Information if the nature of such information and the manner in which it is shared warrants that such information shall be treated as Confidential Information.
- 1.1 Customer/Consumer Information. Any and all information or data, provided by, through, or on behalf of Discloser or any of its affiliates to Recipient (or any of Recipient's agents and contractors approved by Discloser in

advance under this Agreement), about or relating to any customer or prospective or former customer of Discloser or any of its affiliates (whether an individual, business entity, governmental unit, or otherwise) or any consumer of Discloser or any of its affiliates, including (without limitation) any and all nonpublic personal information of Discloser or any of its affiliates on their consumers or customers made available to Recipient (or such agents and contractors of Recipient).

- 1.2 Proprietary and Other Confidential Information. Any and all confidential business, technical or data processing information, trade secret or other proprietary information of Discloser either marked as "Confidential Information" or if the nature of such information and the manner in which it is shared warrants that such information shall be treated as Confidential Information. If such information is acquired by Recipient or any Recipient personnel in the course of carrying out the tasks hereunder or as a result of access to the premises of Discloser or any of its affiliates, whether or not conceived of or prepared by Recipient or any consultant, whether or not reduced to writing, and whether or not in human readable or machine readable form, including, without limitation, any information concerning the work product, data processing concepts, techniques, or procedures, software in various stages of development, discoveries, ideas, inventions, operations, data, designs, drawings, diagrams, specifications, documentation, research, know-how, intellectual property rights, both existing and future pertaining to patent, trademark, copyrights, trade secrets, compilations of information, records, costs, purchasing data, financial data, accounting, marketing and development plans, sales, pricing, profits, business plans or procedures, customer data, employee information and other information not generally known to non-Discloser personnel. Proprietary and Other Confidential Information also includes any and all information described in this subsection 1.2 which Discloser obtains from another party and treats as proprietary or confidential information, whether or not owned or developed by Discloser and whether or not marked as Confidential Information provided the nature of such information and the manner in which it is shared warrants that such information shall be treated as Confidential Information. Proprietary and Other Confidential Information (but not Customer/Consumer Information described in subsection 1.1 above) will cease to be Confidential Information after it has been voluntarily disclosed to the public by Discloser or independently developed and disclosed by others or has otherwise entered the public domain through lawful means. In any Dispute with respect to these exclusions, the burden of proof will be on Recipient to show that the exclusion applies.

2. Exclusions related to Confidential Information. The confidential information of Discloser will not include information that is: (1) already known to the Recipient without an obligation of confidentiality other than under this Agreement; (2) publicly known or becomes publicly known through no unauthorized act of the Recipient; (3) independently developed by the Recipient without use of the Discloser's Confidential Information; (4) disclosed without similar restrictions to a third party by the Discloser; or (5) approved by the Discloser for disclosure; or (6) is required by law to be disclosed by Recipient, provided that Recipient gives Discloser prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. In any Dispute with respect to these exclusions, the burden of proof will be on the Recipient to show that the exclusion applies. Notwithstanding the foregoing, the abovementioned exclusions do not apply to any Customer/Consumer Information.
3. General Obligations Regarding Confidential Information. Recipient acknowledges that, in the course of its relationship with Discloser, Recipient and its employees, sub contractors, officers and agents will acquire or have access to information of various kinds respecting Discloser, its business and its customers as well as the businesses and customers of Discloser's affiliates. Recipient acknowledges that all information whether or not marked as "Confidential Information" provided the nature of such information and the manner in which it is shared warrants that such information shall be treated as Confidential Information, disclosed by Discloser to Recipient or its employees, subcontractors, officers or agents, for the purposes of Relationship, or which comes to the attention of Recipient, its employees, subcontractors, officers and agents, during the course of such Relationship, is confidential in nature, constitutes a valuable asset of Discloser, is proprietary to Discloser, and is properly the subject of protection. The Recipient agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Recipient also acknowledges that Discloser has a responsibility to its customers and the customers of its affiliates to keep Customer/Consumer Information strictly confidential and proprietary. Recipient further acknowledges that Discloser and its affiliates may have proprietary or confidential information of third parties that they may rightfully use in the course of their businesses. Recipient further agrees that Recipient will disclose Confidential Information to only those Recipient personnel that need to know such Confidential Information, and use such Confidential Information solely for the purpose of carrying out the performance of specific terms of this Agreement, and, in such case, if the Recipient personnel is not a Recipient employee, such individual: (1) must be approved by Discloser in writing in advance; (2) must agree in writing, independently, to be bound by the terms set forth in this Agreement; and (3) must agree in writing, independently, to use such Confidential Information only for the purpose of carrying out the performance of specific terms of this Agreement.

In recognition of its responsibilities as Recipient and as a material inducement to Discloser to engage Recipient and to continue this Agreement, Recipient agrees that neither Recipient nor any of its employees, subcontractors, officers or agents will, during the term of this Agreement or thereafter, without the prior written consent of Discloser, use, disclose or otherwise make available to any person or entity (except as required in performing Recipient's services or other obligations under this Agreement) any Confidential Information of Discloser or any of its affiliates. Recipient further agrees that it will instruct its employees, subcontractors, officers and agents not to, sell, lease, assign, transfer, copy or reveal, reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody any Confidential Information obtained while performing services for Discloser or any products or services that embody, in whole or in part, any of such Confidential Information without the prior written consent of Discloser. The Recipient covenants that it will at all times exercise discretion in discussing the affairs of the Discloser and the clients of the Discloser and other confidential information, avoiding unnecessary identification of names, places and other specifics. Recipient warrants that it will take all commercially reasonable steps to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Recipient shall take at least such measures as it takes to safeguard its own highly confidential information, to ensure the security and confidentiality of all Confidential Information, to protect against anticipated threats or hazards to the security or integrity of Such Confidential Information and to protect against unauthorized access to or use of such Confidential Information.

4. Return or Destruction of Information. Upon the written request of the Discloser, at the termination of this Agreement or at such earlier time as the Discloser may specify, the Recipient shall either destroy or return to the Discloser, as the Discloser may request in its sole discretion, all copies of the Confidential Information. The Recipient shall destroy all notes, summaries, analyses and reports made by the Recipient's employees, agents and consultants containing such Confidential Information and furnish a written document to the Discloser certifying the destruction of all the Confidential Information. Provided, however, that the Recipient shall be entitled to retain in confidence under this Agreement subject to the Discloser's written approval, one (1) archived copy of the Discloser's Confidential Information and all materials created by the Recipient and containing the Discloser's Confidential Information, including without limitation notes and memoranda, solely for the purpose of administering Recipient's obligations under this Agreement; and (ii) the Discloser's Confidential information contained in Recipient's electronic back-up files that are created in the normal course of business pursuant to Recipient's standard protocol for preserving its electronic records. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by the Discloser to the Recipient, and all copies thereof which are in the possession of the Recipient, shall be and remain the property of the Discloser and shall be promptly returned upon the Discloser's written request as mentioned hereinabove.
5. No Representations or Warranties. The Discloser makes no representations or warranties with respect to the accuracy or completeness of the Confidential Information disclosed pursuant to this Agreement. Discloser does not assume any liability hereunder to Recipient relating to or resulting from the use of such Confidential Information, except as may be provided in any subsequent written agreement between Recipient and Discloser.
6. Termination. The Recipient's obligations under this Agreement shall terminate on the first anniversary of the Effective Date of this Agreement. Notwithstanding the above termination provision, Recipient shall have an ongoing duty to maintain the confidentiality of any trade secrets of Discloser or Discloser's clients for as long as such Confidential Information remains a trade secret as defined in the Uniform Trade Secret Act, or as long as such information is deemed confidential by the Disclosing Party. The provisions relating to the intellectual property rights in the proprietary materials and the Confidential Information of the Discloser shall remain in effect as long as such information is not injected into the public domain under the applicable laws.
7. Intellectual Property. Nothing in this Agreement shall be deemed to grant to the Recipient a license expressly or by implication under any patent, copyright, trademark, or any other intellectual property right. The Recipient hereby acknowledges and confirms that all existing and future intellectual property right relating to the Confidential Information are the exclusive property of the Discloser. The Recipient shall not apply to obtain any intellectual property protection in respect of the Proprietary Information.
8. Actual or Threatened Breach. The Recipient agrees to notify immediately upon becoming aware of any breach of confidence by anybody to whom the Recipient had disclosed the Confidential Information and to give all necessary assistance in connection with any steps, which the Discloser may wish to take to prevent, stop or obtain compensation for such breach, or threatened breach.
9. Acknowledgement. The Recipient is aware, and will advise its representatives who are informed of the matters that are the subject of this Agreement, of the restrictions imposed by the applicable laws and this Agreement with respect to the use, disclosure and dissemination of such Confidential Information. The Recipient hereby acknowledges and agrees that, in the event of any breach of this Agreement by the Recipient, including, without limitations, the actual or threatened disclosure of a Discloser's proprietary information without the prior express written consent of the Discloser, the Discloser will suffer an irreparable injury such that no remedy at law will afford it adequate protection against or appropriate compensation for such injury. Accordingly, the Recipient hereby agrees that the Discloser shall be entitled to specific performance of the Recipient's obligations under this Agreement as well as further injunctive relief as may be granted by a court of competent jurisdiction. The Recipient acknowledges and agrees that it would be difficult to fully compensate Discloser for damages resulting from the breach or threatened breach of the foregoing provisions and, accordingly, that Discloser will be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, to enforce such provisions. This provision with respect to injunctive relief will not, however, diminish Discloser's right to

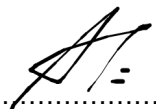
claim and recover damages. The Recipient acknowledges that the Confidential Information may include material non-public information about the Discloser, and that the violation of the applicable laws with respect to the same, may result in severe civil and criminal penalties. The Recipient acknowledges that nothing contained herein shall obligate the Discloser to proceed with any transaction with the Recipient

10. Third Party Proprietary Information. Recipient, its employees, subcontractors, officers and agents will not disclose any information that Recipient knows to be proprietary or confidential information or a trade secret of a third party or the Discloser. Recipient agrees to take all reasonable steps necessary to ensure fulfillment of this obligation. Recipient agrees to defend Discloser against all losses, and to settle claims, damages, penalties, costs and expense (including attorneys fees and expert witness fees) arising out of or in relation to any disclosure made in violation of this provision.
11. Law & Jurisdiction. All disputes arising out of or in connection with the present contract, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules") in force at the date of applying for arbitration by one arbitrator appointed in accordance with the said Rules. The place of the arbitration shall be Singapore. The language of the arbitration shall be English.
12. Miscellaneous. Section headings in this Agreement are for reference only and shall not affect the construction, scope or enforceability of the provisions herein. This Agreement shall not be strictly construed against either Party. All additions or modifications to this Agreement must be in writing and signed by both Parties hereto. No failure or delay by either party in exercising any right, power or privilege, partial or otherwise, shall act as a waiver thereof. This Agreement may be executed in counterparts delivered either by facsimile or first class mail, each of which shall be deemed an original and both of which shall together constitute one and the same instrument. In the event that any provision of this agreement shall prove to be invalid, illegal or unenforceable in whole or in part for any reason, such provision or part therefore shall be severable from the remaining provisions, which remaining provisions and part shall continue in full force and effect and shall be enforceable notwithstanding such invalidity, illegality or unenforceability.
13. Publicity. Recipient will not disclose the existence of this Agreement or the business relationship between Discloser and Recipient to any outside third party, without Discloser's prior written approval. This restriction includes, but is not limited to, using Discloser's name, likeness or logo ("Discloser's Identity"). Consequently, Recipient will not use Discloser's Identity, directly or indirectly, in conjunction with any other clients of Recipient, any client list, advertisements, news releases or releases to any professional or trade publications. In addition, the Recipient shall seek written approval of the Discloser before making any for all press releases.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by its authorized representative as of the date first above written.

FOR TBW

FOR CLIENT

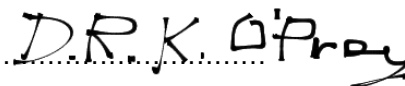

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(Authorized Signatory)

Name: ASHWIN SHANKAR

Title: MANAGING PARTNER

Date: 21/6/2012


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(Authorized Signatory)

Name: Daniel O'Prey

Title: CEO

Date: 11/05/2012

Signature Certificate



Document Reference: AS4W6VJ2K3ZS5SM2XTWYSM

RightSignature
Easy Online Document Signing



Ashwin

Party ID: NCPZ8RI26L26WLUG4S4WUH

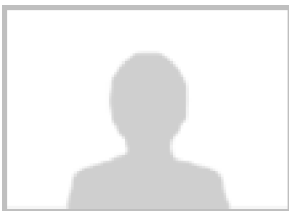
IP Address: 203.109.107.188

VERIFIED EMAIL: ashwin@thebw.in

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

886235e43b143a977592ce0b81c1adc7acc3f058



Dan

Party ID: XF3NVTGI3347LHDLEHCXE24

IP Address: 199.48.229.89

VERIFIED EMAIL: dan@madeiracloud.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

5d72bcaa41af58c91111e487022328a86ed5e306



Timestamp

2012-11-05 00:02:31 -0800

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2012-11-04 23:45:51 -0800

2012-11-04 23:44:38 -0800

2012-11-04 23:44:36 -0800

2012-11-04 23:44:35 -0800

Audit

All parties have signed document. Signed copies sent to: Ashwin and Dan.

Document signed by Ashwin (ashwin@thebw.in) with drawn signature. - 203.109.107.188

Document viewed by Ashwin (ashwin@thebw.in). - 203.109.107.188

Document signed by Dan (dan@madeiracloud.com) with drawn signature. - 199.48.229.89

Invitation to sign the document was sent to Ashwin (ashwin@thebw.in).

Document viewed by Dan (dan@madeiracloud.com). - 199.48.229.89

Document created by Dan (dan@madeiracloud.com). - 199.48.229.89



This signature page provides a record of the online activity executing this contract.