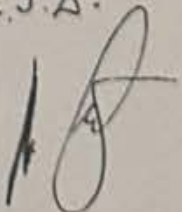


## Confidential Agreement

On 17/12/2010 the persons noted below met to discuss certain financial problems and irregularities concerning A-EON Technology CVBA as were created by the actions of Mr B. Hermans. It was agreed that the following actions should be undertaken :

1. That Mr. Hermans should execute certain agreements under the terms of which he would retire his position of Director of A-EON Technology CVBA, transfer his shares in A-EON Technology and resign as a signatory to all company bank accounts .
  2. All statutory records, accounts and financial information and trading records relating to A-EON Technology should be collected together by Mr Hermans and shipped by courier, to Mr Dickinson, within one week of this date.
  3. That Mr Hermans agrees and undertakes to make full restitution of all monies which are due to A-EON Technology as :
    - All monies collected on behalf of A-EON from Beta Test using the Hyperion PayPal account under his control.
    - All monies that have been removed by him from the bank accounts of A-EON Technology without authority.
- By 21st December 2010 Mr Hermans will submit details of his reckoning of all monies that he believes are owing to A-EON Technology relating to the above. On receipt of this information Mr Dickinson will produce a formal document stating the amount due and the timing schedule for such repayment.
4. Mr Hermans will make restitution for the expenses associated with the investigation and rectification of the problem created by the actions of Mr Hermans. This will include :-
    - All legal and other professional fees and expenses.
    - Various transport, hotel and other costs for Mr Moorley and Mr Dickinson's visits to Brussels for the purposes of rectifications.
  5. Mr Hermans in his capacity as a director of Hyperion undertakes to a payment forthwith to Varisys GBP4876.34 for one prototype Nemo board.

R.J.A.  


6. Mr Dickinson will ensure that any third parties associated with A-EON Technology to whom Mr. Hermans owes monies are identified. Mr Hermans will forthwith upon notification by A-EON make payment to such third parties of all monies outstanding.

7. Certain intellectual property rights have been made available to A-EON Technology by companies with which Mr Hermans is associated. These rights will be formalised and documented to the satisfaction of A-EON Technology.

These will include but not limited to undertakings that Hyperion grants A-EON a worldwide, royalty free, perpetual license to use the AmigaOne, AmigaOS (and associated AmigaOS4 & future updates) and « Boing Ball » trademarks and tradenames. These rights will be transferrable to successors of A-EON Technology.

8. There exist certain ongoing operational and support facilities required by A-EON of entities controlled or managed by Mr Hermans. It is agreed that commercial terms for such facilities will be agreed and documented between the parties hereto. Such documentation shall be completed by 17/1/2011

9. Repayment Schedule :

8th January Euro 7,500

30th January Euro 10,000

8th February Euro 7,500

17th February Balance of payment (estimated Euro 7,500, amount to be confirmed)

Legal fees and expenses (amount to be confirmed) by 17th March 2010

Adopted by :

B. Hermans

dated 17/12/2010

R.T. Dickinson

dated

17/12/2010

A. Moorley

dated

17/12/10

R.J.A.  
with 6 weeks  
from 17/12/2010