

Confidentiality Agreement

Please complete and fax: Attn Brad Robinson +61 2 9299 6888

Please indicate type(s) of usage: Browser Known User (e.g. Tracking) CRM Mobile Other

YOUR DETAILS

Name _____ (you or your)
ABN _____
Address for Notices _____
Contact Person _____
Email Address _____
Fax Number _____
Phone Number _____

OUR DETAILS

Name LATSnLONGS.COM representing Map Point & Virtual Earth (we, us or our)
ABN _____
Address for Notices Level One, 307 Military Road Cremorne 2090
Contact Person Brad Robinson
Email Address brad.robinson@latsnlongs.com
Fax Number +61 2 9299 6888
Phone Number +61 4 1870 0054

RECITALS

- A. We provide web services, API's, SDK's and a range of information technology, geographic and marketing services.
 - B. You wish to enter into discussions with us in relation to the provision of some or all of these services and each party agrees to provide certain Confidential Information to the other party on a confidential basis on the terms of this Agreement.
-

Agreed by you

Signed for you by your authorised representative:

Signature _____ Date _____
Print Name _____ Position _____

Agreed by us

Signed for us by our authorised representative:

Signature _____ Date _____
Print Name _____ Position _____

1 Confidentiality obligations

- 1.1 Each party must:
- (a) keep the other party's Confidential Information, secret and confidential;
 - (b) not access, use or reproduce the other party's Confidential Information for any purpose other than the Permitted Purpose, nor assist or permit any other person to do so;
 - (c) not disclose the other party's Confidential Information except as permitted under this Agreement; and
 - (d) take all steps reasonably necessary to safeguard the other party's Confidential Information from unauthorised access, use or disclosure.
- 1.2 A party may disclose the other party's Confidential Information:
- (a) to its Representatives if they need to know the Confidential Information for the Permitted Purpose. A party is liable for any unauthorised access, use or disclosure by its Representatives of the other party's Confidential Information;
 - (b) if disclosure is required by law or the rules of any stock exchange, provided that it first notifies the other party of the required disclosure (where practicable); or
 - (c) with the prior written consent of the other party.
- 1.3 Each party acknowledges that monetary compensation may not be a sufficient remedy for any breach of this Agreement and that the other party may seek and obtain specific performance or injunctive relief as a remedy for any breach or threatened breach of this Agreement, in addition to any other remedies available at law.
- 1.4 The obligations of confidentiality imposed by this Agreement begin on the date when this Agreement is signed by the last party and continue in force until:
- (a) all of the Confidential Information is readily available in the public domain; or
 - (b) agreement in writing by both parties.

2 Privacy

Each party must comply with all Privacy Laws in relation to Personal Information, whether or not it is an organisation bound by the Privacy Act 1988 (Cth).

3 Acknowledgements and Disclaimers

- 3.1 No party represents or warrants that its Confidential Information is accurate, complete, up to date or fit for any particular purpose. Each party must make its own assessment of the other party's Confidential Information and must satisfy itself as to its accuracy and completeness.
- 3.2 No party is obliged to enter into any further agreement or discussion with the other party or to refrain from entering into an agreement or discussion with a third party as a result of the entry into this Agreement.
- 3.3 Nothing in this Agreement may be construed as granting or conferring on a party any proprietary rights, licenses or other rights in any of the other party's Confidential Information, other than the rights expressly granted under this Agreement.

4 General

- 4.1 This Agreement is governed by the laws Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place and the courts of appeal from them.
- 4.2 This Agreement may only be varied by written agreement between the parties.
- 4.3 This Agreement constitutes the entire agreement between the parties about its subject matter and supersedes any previous understanding, agreement, representation or warranty relating to that subject matter.

5 Definitions

In this Agreement unless otherwise indicated:

Confidential Information in relation to a party means:

- (a) the existence and terms of this Agreement;
- (b) the fact that the parties are or have been in discussions concerning a possible transaction and any other fact with respect to such possible transaction; and
- (c) all information which is provided by or on behalf of the party to the other party of any nature and in any form for or in connection with the Permitted Purpose, but does not include information which:
 - (i) is or becomes readily available in the public domain, other than as a result of a breach of this Agreement;
 - (ii) is known to the other party before it received it and is not subject to an existing obligation of confidence between the parties;
 - (iii) is developed by the other party independently of the disclosure; or
 - (iv) is provided to the other party by a third party who is not under an obligation of confidence in respect of the information.

Permitted Purpose means the purpose of considering whether or not to enter into a transaction between the parties for the supply of services and/or equipment (and if so, on what terms) and conducting discussions and negotiations in relation to such a transaction.

Personal Information means:

- (a) information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion
 - (b) information or a document that relates to the affairs or personal particulars of another person (such as a company or a business), which is received or learnt by a party from any source for or in connection with the Permitted Purpose.
- or
- (c) information or a document that relates to the affairs or personal particulars of another person (such as a company or a business), which is received or learnt by a party from any source for or in connection with the Permitted Purpose

Privacy Laws means the Privacy Act 1988 (Cth), the Spam Act 2003 (Cth), the Telecommunications Act 1997 (Cth) and any other legislation, principles, industry codes and policies relating to the handling of Personal Information.

Representative of a party means any director, officer, employee, agent, contractor or professional adviser of the party.