

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

Effective Date:

National ICT Australia Limited, ("NICTA") and the "Party" identified below agree that:

- 1) The information disclosed under this Agreement ("Information") includes the following:
 - a) NICTA Information: scoping analysis results, reports and supporting documents; service quotations and supporting documents; services contracts and supporting documents; price and pricing information; contents of the detectable signs library; service provisioning timeframes and schedules; service performance characteristics and statistics
 - b) Party Information: technical and business information on data collection method and purpose; video data; positioning sensor data; processing services parameters; technical and business information on the use of analysis results

- 2) Information may only be used for the following Permitted Purpose:

Evaluation, by NICTA of the suitability of video and sensor data for processing and proposal of processing services, preparation of a quotation and services contract for the delivery of processing services

- 3) Each party's obligations regarding the other party's Information expire three (3) years, or, if filled in here, then three (3) years after the Effective Date. The receiving party must not disclose the other party's Information other than to a related company, agent, academic, student or contractor of the receiving party who has agreed to be bound by the terms of this Agreement. A receiving party must use the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own confidential information. The receiving party must stop using the other party's Information and return or destroy it if requested in writing by the other party, or if no longer required for the Permitted Purpose.
- 4) Each party is only obliged to protect the other party's Information that is: (a) marked as confidential or proprietary at the time of disclosure; or (b) if unmarked, treated as confidential or proprietary by both parties at the time of disclosure, and confirmed in writing as confidential or proprietary within thirty (30) days of disclosure.
- 5) However, the receiving party may disclose the other party's Information which: (a) the receiving party knew or possessed prior to receiving it from the disclosing party, without any obligation to keep it confidential; (b) is or becomes publicly available without breach of this Agreement; (c) is obtained by the receiving party from a third party, without any obligation to keep it confidential; or (d) is independently developed or discovered by the receiving party. Further, the receiving party may disclose the other party's Information if it gives the other party prior written notice and the disclosure is required: (a) by law; (b) by lawful requirement of a competent judicial, administrative or regulatory authority; or (c) to comply with funding arrangements of either party or listing rules of a stock exchange.
- 6) Each party disclaims all representations and warranties regarding its Information, whether express or implied, including for fitness for a particular purpose, merchantability, or non-infringement. Neither party shall be liable for any special or punitive damages for any breach of this Agreement. This Agreement gives the receiving party no rights in the other party's Information, other than to use it for the Permitted Purpose. This Agreement does not create any agency or partnership nor does it obligate one party to procure or license products, services or technology from the other.
- 7) This Agreement constitutes the entire agreement between the parties concerning its subject matter. All additions or changes to this Agreement must be made in writing and must be signed by an authorized representative of each party. This Agreement is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from those courts.

NATIONAL ICT AUSTRALIA LIMITED

ABN 62 102 206 173

PARTY:

ABN

or Address:

BY: _____

NAME:

TITLE:

DATE:

BY: _____

NAME:

TITLE:

DATE:

1 Original to Party; 1 Original to NICTA Legal; 1 Copy to NICTA Group

DN, Rev. 3, 23092008

FOR NICTA INTERNAL USE ONLY:

NICTA Project: _____

Business Area: _____

Theme: _____