



Dear

Confidentiality Deed

We understand that you are _____ of
("you").

This letter sets out the requirements of Cabcharge Australia Limited ACN 001 958 390 ("**us**" or "**we**" and includes any of our Related Bodies Corporate) in relation to Confidential Information or any other information to be disclosed or otherwise made available to you in relation to you seeking access to Cabcharge's payment processing system ("**Approved Purpose**").

In consideration of the Confidential Information being disclosed to you, you agree that:

- 1 **Confidential Information** means all information (regardless of its form) disclosed or otherwise made available by us or our Representatives to you (before, on or after the date of this deed), for or in connection with the Approved Purpose, which:
 - (a) is marked or otherwise designated as being proprietary or confidential to us;
 - (b) is confidential to a third party to whom we owe an obligation of confidence;
 - (c) in the circumstances surrounding disclosure or because of the nature of the information, ought in good faith to be treated as confidential; or
 - (d) is derived or produced partly or wholly from such information,but excludes information which:
 - (a) is in or becomes part of the public domain otherwise than through a breach of this deed or an obligation of confidentiality owed to us, one of our Representatives or a third party;
 - (b) you can prove by contemporaneous written documentation was already known to you at the time of disclosure by us or any of our Representatives (unless such knowledge arose from disclosure of information in breach of an obligation owed to or by a third party); or
 - (c) you acquired from a third party entitled to disclose it.
- 2 **Personal Information** has the meaning given in the Privacy Act 1988 (Cwlth).
- 3 **Privacy Laws** means the Privacy Act 1988 (Cwlth) and any other legally binding requirement under Australian law, industry code, policy or statement relating to the handling of Personal Information.

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- 4 **Representative** of a party includes a Related Body Corporate of the party and an employee, agent, auditor, or adviser of that party or of a Related Body Corporate of that party.
- 5 **Related Body Corporate** has the meaning given in the Corporations Act 2001 (Cwlth).
- 6 You must maintain the confidential nature of the Confidential Information.
- 7 You must not, without our prior written consent, disclose:
- (a) the existence and terms of this deed; or
 - (b) any of the Confidential Information,
- to any person or a person who is approved by us and has signed and delivered to us a confidentiality deed in the same terms as this deed, unless disclosure is required by any law, order of a government agency or the rules of any stock exchange and provided that, prior to such disclosure, you provide us with sufficient notice to enable us to seek a protective order or other remedy.
- 8 You must not use, disclose or reproduce any of the Confidential Information for any purpose other than the Approved Purpose and in accordance with this deed.
- 9 You must establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure and use the same degree of care a prudent person would use to protect that person's confidential information.
- 10 You must immediately notify us of any potential, suspected or actual breach of the undertakings contained in this deed.
- 11 You acknowledge and agree that we have not made nor make any representation or warranty, express or implied, as to the accuracy, content, legality or completeness of the Confidential Information or that the Confidential Information does not infringe the intellectual property rights or other rights of any person.
- 12 You acknowledge and agree that this deed does not grant you any licence or other right in relation to the Confidential Information except as expressly provided in this deed.
- 13 If the Confidential Information contains any Personal Information, you must, with respect to that Personal Information:
- (a) comply with the Privacy Act 1988 (Cwlth), and any other Privacy Laws by which it is bound, with respect to that Personal Information;
 - (b) comply with any privacy code or policy which has been adopted by us (copies available on request) and notified to you as if you were bound by that code or policy;
 - (c) not disclose the Personal Information outside of Australia without written consent from us;
 - (d) promptly notify us of any complaint or investigation under, or relating to, any of the laws, codes or policies referred to in (a) and (b) above; and
 - (e) co-operate with us in the resolution of any such complaint or investigation.

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- 14 You acknowledge and agree that damages may be an insufficient remedy for any actual or threatened breach of this deed by you, and, without prejudice to any other rights and remedies otherwise available to us, we may apply to a court for an order preventing you from breaching this deed.
- 15 You acknowledge and agree that the Confidential Information and any other information disclosed or otherwise made available by us or our Representatives was not prepared with the intention that you would rely on that information.
- 16 Subject to any law to the contrary, and to the maximum extent permitted by law, we disclaim all liability for any loss, cost, charge, expense or damage (whether foreseeable or not) arising directly or indirectly from, and which is suffered by any person using, disclosing or acting on any Confidential Information whether the loss, cost, expense or damage arises in connection with any negligence, default or lack of care by us or any of our Representatives, or from any misrepresentation or any other cause.
- 17 You agree to indemnify us against all loss, damage, expense and costs arising due to any breach of this deed by you.
- 18 You agree that any failure or delay by us in exercising any right, power or remedy under this deed does not operate as a waiver, and any single or partial exercise of a right, power or remedy does not prevent any further exercise of that right, power or remedy, or an exercise of any other right, power or remedy.
- 19 In respect of Confidential Information which is confidential to a third party to whom we owe an obligation of confidence, the obligations in paragraphs 6 to 10 (inclusive) continue until the date on which our obligation of confidence to the third party ceases.
- 20 In respect of all other Confidential Information (that is, Confidential Information to which paragraph 19 does not apply), the obligations in paragraphs 6 to 10 (inclusive) expire when all of the Confidential Information is in or becomes part of the public domain, otherwise than through a breach of this deed or an obligation of confidence owed to us or our Representatives.
- 21 You agree not to, without obtaining the prior written consent of us:
- (a) make any disclosure in relation to:
 - (i) any negotiations involving you or us or any other person; or
 - (ii) any possible transactions,in relation to or arising from the Approved Purpose;
 - (b) disclose the contents of any discussions between each of us and you in relation to the Approved Purpose,
- unless disclosure is required by any law, order of any government agency or the rules of any stock exchange.
- 22 You agree that the undertakings in this deed are given for the benefit of, and are enforceable by, each of us and any of our current or future Representatives even though the Representative is not a party to this deed.

23 This deed is governed by the law in force in New South Wales.

Please confirm your agreement by signing and returning to the undersigned the enclosed duplicate copy of this letter.

Yours sincerely,

Executed as a deed

EXECUTED by CABCHARGE)
AUSTRALIA LIMITED in accordance)
with section 127(1) of the Corporations)
Act 2001 (Cwlth) by authority of its)
directors:)

.....)
Signature of director)

.....)
Name of director (block letters))

.....)
Signature of director/company)
secretary*)
*delete whichever is not applicable)

.....)
Name of director/company secretary*)
(block letters))
*delete whichever is not applicable)

Accepted and agreed:

SIGNED, SEALED AND DELIVERED)
by in the)
presence of:)

.....)
Signature of witness)

.....)
Name of witness (block letters))

.....)
Signature of)