



FollowUs Non-Disclosure Agreement

FollowUs Limited is a subsidiary of FollowUs Holdings Plc

27/07/2006

Re: ('the Location Channel') - and – FollowUs Ltd ('the Location Provider) for Provision of Mobile Phone and GPS Location Services

The parties detailed at the foot of this document agree to participate in this joint Non Disclosure Agreement for the purpose of information shared and to enable them to exchange freely commercial and technical Confidential Information on the above subject.

Accordingly as a precondition of such exchange of information and discussions it is hereby agreed between the parties to this Agreement as follows: -

1. "Confidential Information" shall be any and all drawings, designs, specifications, models, samples, devices, manuals, reports, plans, diagrams, prototypes, computer programs, documentations, business plans, specific projects, market applications and other things in which copyright subsists together with any and all information results, data, calculations, know-how and other things which are received by either party from the other during or as a consequence of any exchange of information or discussions, (verbally or visually transmitted information to be confirmed in writing within thirty days of its disclosure) but shall not include anything which:-
 - a) was already properly and provably in the possession of the recipient party,
 - or b) is received from a third party having good legal title thereto and not under any obligation of confidentiality,
 - or c) is independently acquired or developed by the recipient party as a result of work carried out by or for the recipient party by personnel to whom no disclosure of the relevant Confidential Information has been made.
2. Each party hereto shall keep confidential all Confidential Information it receives from the other party. In particular it will not disseminate any such Confidential Information amongst its employees except to the extent strictly necessary to perform any evaluation agreed by the other party during or as a consequence of the discussions and it will use its best endeavours to ensure that none of its employees copies, discloses or uses Confidential Information except as hereby permitted; in this connection (but without limitation) each party will use at least the same degree of care in safeguarding Confidential Information of the other party as it uses in safeguarding its own information of a similar nature.
3. Each party shall use Confidential Information received from the other party solely for the purpose of evaluations agreed during or as a consequence of the discussions and shall return all of the other party's Confidential Information in material form on request by that other party.
4. The restrictions and obligations imposed hereby shall continue in force for five years next after the effective date of this Agreement save that the provision of clause 2 shall continue to apply to each item of Confidential Information for a period of five years from its disclosure.
5. Nothing in this agreement shall be deemed to create a partnership or agency between the parties, or to grant or convey any licence (express or implied) under, or right to, any intellectual property comprised in Confidential Information disclosed hereunder.

6. Each party will be solely responsible for making its own judgement and decision on all Confidential Information. Neither party makes a representation or warranty as to the accuracy or completeness of the Confidential Information.
7. Each party confirms that in relation to the purpose set out above, it is acting as principal, and not as agent for or in concert with any other person.
8. Neither party shall upon receipt of any confidential information take any action with the intention to use such information to circumvent the other by approaching an existing or prospective customer of the other (having been identified as such); or undertake similar works or business operations to the other for a period of 6 months commencing from the date of this agreement, having received the benefit of the others business operations, model, product costs, know-how or technology, unless first have received formal written consent of that party.
9. It is understood that the obligations contained herein shall be binding on the successors, employees and representatives of both parties.
10. This Agreement shall be governed under the laws of England.
11. For the duration of this Agreement and for one year thereafter neither party will directly or indirectly solicit or entice away from the other party any employee of the other party where that employee is or has been directly or indirectly involved in any aspect of this Agreement.

This agreement is effective from the date of the last signatory hereunder.

SIGNED for and on behalf of **FOLLOWUS Limited**

Signature:

Print Name:

Position:.....

SIGNED for and on behalf of

Signature:

Print Name:

Position:

