Deed of Confidentiality

THIS DEED made this day of

BETWEEN: Smartedu.com Pty Ltd T/A Bond Wireless (ABN 67 091 833 886) of 3/66 Appel Street, Surfers Paradise, QLD 4217, Australia

AND:

RECITALS

A. The above parties have entered into confidential discussions concerning a possible business relationship between them.

B. In order to facilitate such discussions certain confidential and proprietary financial or business information, including but not limited to Intellectual Property, reports, plans, accounts, documents, drawings, machines, writings, samples, tools, models, materials, know-how, and data ("Information"), may be disclosed between the parties orally or in writing.

IT IS AGREED THAT:

1. Any and all written or oral Information marked by the disclosing party as "Confidential" or "Proprietary" or which is by its nature confidential shall be treated and maintained by each party as secret and confidential as shall the fact of all part of ongoing discussions between the parties.

2. The recipient of the Information shall not disclose any Information to any third party, nor use such Information for any purpose not contemplated by this Agreement, without the prior consent of the disclosing party;

3. For a period of **3 years** from the date of this Agreement, Information disclosed pursuant to this Agreement, shall unless the disclosing party consents in writing, be restricted to those employees and persons in the recipient's organization or the recipient's consultants who need to know it in order to further discussions between the parties or to perform services specifically requested by one party or the other.

4. The obligations imposed upon the parties by this Agreement shall not apply to Information which:

   a) becomes available to the public through no wrongful act of the recipient; or

   b) is published prior to the date hereof; or

   c) is already in the possession of the recipient and not subject to an existing agreement of confidence between the parties; or

   d) is received from a third party without restriction and without breach of this or any other confidentiality agreement; or

   e) is independently developed by the recipient; or

   f) is disclosed pursuant to Court Order or applicable law or a requirement or request of a government agency, but only to the extent so ordered, required or requested; or

   g) is disclosed as required by the listing rules of any stock exchange where the parties are listed.

5. All Information furnished by one party to the other is considered loaned for use solely in connection with the discussions referred to in Recital A, and shall be returned or destroyed by the recipient to the disclosing party upon request by the disclosing party. The recipient shall certify that it has destroyed or returned all copies of the Information in its possession or under its control;

6. The recipient acknowledges that any breach of this agreement may cause the disclosing party irreparable harm not compensable by damages, and agrees that the disclosing party may seek and obtain injunctive relief to restrain any breach or threatened breach of this agreement by the recipient.

7. Neither party will be obliged to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other party as a result of any obligation or the provision of any Information under this Agreement;

8. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations concerning its subject matter. No agent, employee or representative of either party has any authority to bind such party to any affirmation, representation or warranty not specifically included in this Agreement;

9. This Agreement is governed by the laws of Queensland, Australia and the parties consent and submit to the jurisdiction of the courts of that State and any courts entitled to hear disputes from them.

SIGNED as a Deed for and on behalf of Smartedu.com t/a Bond Wireless on .....20__ by

.....

(authorized representative) in the presence of:

……..

SIGNED as a Deed for and on behalf of

_____

on .....20__ by

. . . . . .

(authorized representative) in the presence of:

_____