

ACTIVEPORT DEALER AGREEMENT

Terms and Conditions

Dealer Agreement

This agreement is entered into as of the last date signed by the parties between Activeport Pty Ltd, an Australian corporation with its principal place of business at 1/1 Altona Street, West Perth WA Australia 6005 (“Activeport”) and you a residence/corporation with its principal place of business at your address.

Amendment

This agreement can only be amended in writing, signed by both parties.

Confidentiality

Each Party shall:

- only use Confidential Information for the purposes of the relevant Customer Contract;
- only disclose Confidential Information to a Third Party with the prior written consent of the other Party;
- and ensure that any Third Party to whom Confidential Information is disclosed is under similar obligations of confidentiality.

Confidentiality Provisions

The provisions of this clause shall not apply to any Confidential Information that:

- is in or comes into the public domain other than by breach of this clause;
- is or has been independently generated by the recipient Party; or
- is properly disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulatory body or stock exchange.

Confidentiality Agreement

Except as otherwise set forth in this agreement, each Party agrees that all Software, Source-

Code, Inventions, Know-How, business, technical and financial information it obtains (as “Receiving Party”) from the disclosing party (“Disclosing Party”) constitute the confidential property of the Disclosing Party (“Confidential Information”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any ActivePort Technology and any performance information relating to the Products, Projects and / or Services shall be deemed Confidential Information of ActivePort without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party’s nondisclosure obligation shall not apply to information which the Receiving Party can document:

- was rightfully in its possession or known to it prior to receipt of the Confidential Information; is or has become public knowledge through no fault of the Receiving Party;
- is rightfully obtained by the Receiving Party from a Third Party without breach of any confidentiality obligation; is independently developed by employees of the Receiving Party who had no access to such information; or
- is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages

alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

Commission Terms

Commission will only be paid:

- After full payment has been received by Activeport from a new registration introduced to Activeport as per Activeport's client registration process and where total commissions payable for the period or accumulated to that period exceed \$10.
- The Dealer Commission will only be paid while the agreement is active, and commissions will not be payable once this agreement is terminated.
- Activeport will pay commissions as listed on the Activeport's Dealer Commission Schedule. The Activeport's Dealer Commission Schedule is current as at the time this application was prepared but is subject to changes in offered plans and commission payments at any time. Commissions will be paid by direct deposit to the Dealer's bank account once per month (when applicable).
- All changes in month of the existing agreements will be reflected in the following month's commission payment.

Acknowledgement of Terms

Each party acknowledges that they

- have read this agreement, understand the terms of this agreement,
- have had the opportunity to consult [and has consulted] with independent legal counsel in connection with this agreement, and
- have signed this agreement voluntarily.

Notices

- **Method of Notice.** The parties shall give all notices and communications between the parties in writing by: (i) personal delivery, (ii) a nationally-recognised, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) electronic mail] to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.
- **Receipt of Notice.** A notice given under this agreement will be effective on
 - the other party's receipt of it, or
 - if mailed, the earlier of the other party's receipt of it and the [fifth] business day after mailing it.

Termination on Notice

Either party may terminate this agreement for any reason with 7 Business Days' notice. Activeport reserves the right to terminate immediately and without notice this agreement with any dealer who, in Activeport's opinion, is involved in activities which are detrimental to Activeport's business interests. Commissions and rebates will not be payable once this agreement is terminated.