

NON-DISCLOSURE AGREEMENT

between

The Department of Computer Science and AI (hereinafter "CSAI"), a Department of The University of Malta

and

Mr./Ms.

a registered student at the University of Malta (hereinafter "Student").

I. RECITALS

A. Student wishes to receive certain trade secret, confidential and proprietary information (hereinafter "Information") belonging to

Maltalinks, a company registered in Malta.

This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.

B. Student wishes to receive the Information for the sole purpose of carrying out an APT in the year 2003 under the direction of Mr. M. Rosner

C. CSAI is willing to disclose the Information and Student is willing to receive the Information (as Receiving Party) on the terms and conditions set forth herein.

II TERMS AND CONDITIONS

A.

a. That the disclosure of Information by University is in strictest confidence and thus Student will (i) not disclose the Information to any other person and (ii) will use at least the same degree of care to maintain the Information secret as Student uses in maintaining as secret his/her own secret information, but always at least a reasonable degree of care;

b. That the Information will be used only for the above purpose;

c. That the student will destroy any copies of the information held by him/her after completion of the activities mentioned in B.

B. This Agreement imposes no obligation on Student with respect to any portion of the Information received from University which

1. was known to Student prior to disclosure by University and as to which Student has no obligation not to disclose or use it,

2. is lawfully obtained by Student from a third party under no obligation of confidentiality,

3. is or becomes generally known or available other than by unauthorized disclosure,

4. is independently developed by the Student or

5. is generally disclosed by University to third parties without any obligation on the third parties.

C. This Agreement imposes no obligation on Student with respect to any

portion of the Information disclosed by University, that is not as described below:

Map data as distributed for the APT project.

D. Information shall remain the sole property of Maltalinks.

E. In the event of a breach or threatened breach or intended breach of this Agreement by Student, CSAI, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

F. The validity, construction, and performance of this Agreement are governed by the laws of Malta.

G. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.

H. If any arbitration, litigation or other legal proceeding relating to this Agreement occurs, the prevailing party shall be entitled to recover from the other party (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

This Agreement is binding upon CSAI and Student, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, the Student's obligations of confidentiality and restrictions on use of the Information disclosed by University shall survive termination of this Agreement.

For CSAI

For Student

Name: Mr. Michael Rosner

Name:

Date:

Date:

Signature:

Signature: