



NON DISCLOSURE AGREEMENT

BETWEEN

Navtech Radar Limited

AND

XX

**Navtech Radar Ltd
16 Home Farm,
Ardington,
Wantage,
Oxon,
OX12 8PD,
England**

**Tel: 44 (0)1235 832419
Fax: 44 (0)1235 821675**

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made the th day of

BETWEEN

Navtech Radar Limited, of 16 Home Farm, Ardington, Wantage Oxon OX12 8PD England, (hereinafter referred to as "Navtech") and

Xx of address..(hereinafter referred to as "*the partner*");

WHEREAS

- A. Navtech and *the partner* wish to share technical and commercial data for the purpose of collaboration on a project (hereinafter referred to as "the Purpose").
- B. Navtech and *the partner* are willing to disclose to each other proprietary and confidential information for the Purposes under the auspices of this Agreement.
- C. The parties agree to keep confidential any proprietary and confidential information disclosed to it by the other for the Purpose according to the terms of this Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. For the purposes of this Agreement the following definition shall apply:
 - (a) "Proprietary Information" shall mean any technical or commercial information including without limitation specifications, drawings, designs, computer software and know-how disclosed between the parties which is in tangible or visible form and clearly marked or designated by the disclosing party as proprietary (or is communicated orally on a basis of confidentiality and subsequently presented in tangible or visible form to the receiving party within a period of not more than 30 days of such communication, it being understood that such information shall be protected hereunder for the said 30 day period).
 - (b) Provided however that the protection to be accorded to Proprietary Information hereunder does not and shall not extend to any information which it can be proved by the receiving party upon the written request of the disclosing party:-
 - (i) at the time of disclosure was, or thereafter became, part of the public domain otherwise than through the fault or negligence of the receiving party, or

- (ii) was lawfully obtained by the receiving party from a third party with full rights of disclosure, or
 - (iii) was already in the unrestricted possession of the receiving party at the date of receipt of the information pursuant to this Agreement, or
 - (iv) has since become known independently to the receiving party without making use of the Proprietary Information of the disclosing party, or
 - (v) has been approved for unlimited release or use by written authorisation of the disclosing party.
2. The parties shall disclose to one another, without charge, such information, including Proprietary Information, as they deem necessary or useful to the accomplishment of the above-recited Purposes. The period over which such disclosures are expected to take place is 3 years from signature hereof, or such extended period as the parties may agree in writing.
3. The parties shall each designate a single address and person in their organisation to receive written disclosures and identifications of Proprietary Information hereunder, and to be responsible for ensuring the observance of this Agreement.

For **Navtech Radar Limited** that address and person shall be:

Navtech Radar Limited
16 Home Farm
Ardington
Wantage
Oxon
OX12 8PD, UK

Attention:

For xx, that address and person shall be:

Address..

Attention:

or such individuals as may be notified by one party to the other in writing from time to time.

4. In consideration of and subject to the foregoing the receiving party in each case undertakes for a period of 5 years from the date of disclosure in each case in respect of Proprietary Information disclosed to it hereunder:
 - (a) to keep such Proprietary Information confidential and to use such Proprietary Information only for evaluating and conducting co-operative business relationships between the parties in relation to the Purposes; and
 - (b) except with the prior written consent of the disclosing party, not to make or cause to be made any re-disclosure thereof whether directly or indirectly to any third party, and
 - (c) not to disclose such Proprietary Information to any personnel within their own organisations who do not have a need to receive such Proprietary Information for the Purposes; and
 - (d) upon the disclosing party's written request and option, either to return to the disclosing party such of the disclosing party's Proprietary Information as is in tangible form (together with all copies thereof within its possession or control) or make such other disposal or disposition thereof as may be stipulated by the disclosing party.
5. Nothing herein shall be deemed to replace, or prejudice, any security classification referenced on any part of Proprietary Information, and the receiving party undertakes to respect and observe all regulations and restrictions relating to any such security classification called up in the Proprietary Information and to accord to such material a degree of security at least equivalent to that applicable in the country of its origin, such obligation to continue for such time as the appropriate authority shall deem proper.
6. Upon the completion of the disclosure period in accordance with Clause 2 hereof the provisions of Clauses 4 and 5 shall remain in force.
7. Each party acknowledges and confirms that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or other pecuniary remedy but the other party shall also be entitled to the remedies of injunction, specific performance or other equitable relief in the event of any such breach.
8. Nothing herein shall be construed as granting to the receiving party any proprietary rights or any licence in respect of the disclosing party's Proprietary Information.
9. This Agreement is personal to the parties neither of whom shall assign the same (other than for the purposes of corporate reconstruction, reorganisation, merger or any similar proceeding) without the prior written consent of the other party which shall not be unreasonably withheld; provided that in all cases of

assignment the assignee effectively undertakes to perform all the obligations of the assignor as though the assignee had been an original party hereto.

10. Notices hereunder shall be deemed validly given if delivered by hand or sent by telex or by telefax or by Email, or by post (first class recorded delivery, with proof of posting) to the individuals stated at Clause 3 at the address of the intended recipient as shown at the head of this Agreement, and shall be deemed effective upon the date of despatch.
11. This Agreement shall be governed by and be construed and take effect in all respects in accordance with the Laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

In Witness whereof the parties have executed this Agreement.

Signed..... Dated

for, and on behalf of

Signed..... Dated

for, and on behalf of
Navtech Radar Limited