

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on

(the "Effective Date").

BETWEEN:

(1)

of

and

(2) **Navtech Radar Limited** whose registered office is Unit 8, Home Farm Close, Ardington, WANTAGE, OX12 8PD (hereinafter called 'Navtech').

WHEREAS:

- (1) The parties wish to carry on confidential discussions and negotiations in relation to:
- (2) During such discussions and negotiations it may be necessary for any of the parties (the "**Disclosing Party**") to disclose Confidential Information (as defined below) to one of the other parties (the "**Recipient**").
- (3) The parties wish to protect their respective Confidential Information from unauthorized disclosure or use and to define their mutual rights and obligations in respect of the Confidential Information.

THE PARTIES AGREE AS FOLLOWS:

1. As used herein, "**Confidential Information**" shall mean any and all technical and non-technical information provided by either party to the other, including but not limited to patent and patent applications, proprietary information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, data, databases, know-how, processes, apparatuses, equipment, algorithms, copyrights, software programs, software source documents, formulae, trade and business names, trade marks, service marks and designs related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, business plans, sales and merchandising, marketing plans and information.
2. Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the other (except as approved in writing by the other party to this Agreement) and will use the Confidential Information for no purpose other than in relation to:
 - (i) the business discussions between the parties and any on-going business relationship between the parties; and
 - (ii) the setting up of a business plan for the envisioned operation. It is specifically understood and agreed by all the Parties that this business plan can be used for raising the necessary financial means to develop the operation envisioned by the Parties.
3. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

4. Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.
5. Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the Recipient can document that the Confidential Information disclosed: (a) was in the public domain at the time it was communicated to the Recipient by the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Recipient by the Disclosing Party through no fault of the Recipient; (c) was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Disclosing Party; (d) was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Disclosing Party; (e) was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Disclosing Party; (f) was communicated to the Recipient by an unaffiliated third party free of any obligation of confidence and (g) the communication was in response to a valid order by a court or other governmental or regulatory body or was otherwise required by law.
6. Unless an extension is agreed and confirmed in writing by all parties, this agreement will expire 2 years after the Effective Date of this agreement.
7. Upon termination or expiration of the Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.
8. The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trade mark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.
9. No party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other party.
10. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns.
11. This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.
12. Each party acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
13. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
14. No party shall communicate any information to the other in violation of the proprietary rights of any third party.
15. No party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

16. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either party may specify in writing.
17. This Agreement may not be amended except in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written above.

	NAVTECH RADAR LTD.
SIGNED:	SIGNED:
NAME:	NAME: