

Navigator Systems Ltd – Confidential Disclosure Agreement

Effective Date: _____ 2013

In order to protect certain confidential information, Navigator Systems Ltd and the “Participant” identified below agree that

1. **Disclosing Party:** The party disclosing confidential information (“Discloser”) is Navigator Systems Ltd.
2. **Primary Representative:** Each party’s representative for co-ordinating disclosure or receipt of confidential information is:

Navigator Systems Ltd: - Contact: David Rose, Email: David@navigator.co.uk

Participant:

_____ :- Contact: _____ Email: _____

3. **Description of confidential information:**
The confidential information disclosed under this agreement is described as:

Navigator Systems Ltd:

- a) Information pertaining to the interface, design & use of the HireTrack NX system and similar systems.
- b) Information pertaining to the interface, design & use of the HireTrack NX SQL Server and similar systems.
- c) Any other HireTrack NX technology and interface.

4. **Use of confidential information:**
The party receiving the confidential information (“Recipient”) shall make use of the confidential information only for the following purposes.

Participant:

To allow the **Participant** to test and report to the **Disclosing Party** information pertaining to the use, functionality and robustness of the software

To allow an interface between HireTrack NX software and/or HireTrack NX SQL Server and the **Participant’s** accounting software and/or other inhouse applications, to be designed, implemented and tested.

5. **Confidentiality Period:**
The Agreement and Recipients duty to hold confidential information in confidence expire three years from the date the confidential information is disclosed.

6. **Disclosure Period:**
The Agreement pertains to confidential information that is disclosed between the effective date and 31st December 2014.

7. **Standard of Care:**
Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorised use, dissemination or publication of the confidential information as Recipient uses to protect its own confidential information of a like nature.

8. **Marking:**
Recipients obligations shall only extend to confidential information that is described in paragraphs 3 and that (a) comprise specific materials individually listed in paragraph 3, or (b) is marked as confidential at the time of disclosure or (c) is unmarked (e.g. orally is designated as confidential if a written memorandum sent to Recipients primary representative within thirty days of disclosure,

summarising the confidential information sufficient for identification).

9. **Exclusions:**

This agreement imposes no obligation upon Recipient with respect to information that (a) was in the Recipients possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of recipient; (c) is rightfully received by recipient from a third party without duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient; (f) is disclosed under operation of law or (g) is disclosed by Recipient with Discloser’s prior written approval.

10. **Warrantee:**

The Discloser warrants that it has the rights to make the disclosures under this Agreement. **NO OTHER WARANTEES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED “AS IS”.**

11. **Rights:**

Neither party acquires any intellectual property rights under this agreement except the limited rights necessary to carry out the purposes set forth in paragraph 4.

Miscellaneous.

- 12. This agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products.
- 13. Both parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data and shall not export or re-export any technical data, any products received through Disclosure, or the direct products of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorised.
- 14. The agreement does not constitute any agency or partnership relationship.
- 15. All additions or modifications to the Agreement must be made in writing and must be signed by both parties.
- 16. This agreement is made under and shall be construed according to the laws of England.

Navigator Systems Ltd
Network House
9 Rivers Street Place
Julian Road
Bath BA2 1SR
UK

Authorised Signature _____

David Rose, Director.

Participant.

Company Name: _____

Registered Address:

Authorised Signature _____

Name & Title: _____