REDTAIL TELEMATICS®

CONFIDENTIALITY AGREEMENT COVERING THE MUTUAL EXCHANGE OF CONFIDENTIAL INFORMATION

This Agreement is between Redtail Telematics Limited of Plextek Building, London Road, Great Chesterford, Essex CB10 1NY, UK and the Contracting Party detailed below:

Contracting Party	
Contracting Party's Address	
Effective Date	
Agreement expiry date	+ 1 year (see clause 5)
Obligation expiry date	+ 5 years (see clause 5)
Reference	

1. INTERPRETATION
In this Agreement the following words have the meanings given unless the context requires otherwise:
"Confidential Information" means confidential, proprietary or commercially sensitive information and trade secrets;
"Discloser" means the party disclosing Confidential Information;
"Proper Use" means the purpose, notified to the Recipient, for which the Discloser intends the Confidential Information to be used;
"Recipient" means the party to whom Confidential Information is disclosed.

2. SCOPE
This Agreement covers the exchange of information that is marked as "Confidential" or with some similar legend or that, by its content or the circumstances of its disclosure (including oral and visual disclosure), ought reasonably to be understood by the Recipient as being confidential.

3. OBLIGATIONS OF CONFIDENTIALITY
In respect of Confidential Information of the Discloser, the Recipient:
3.1 shall hold it in strict confidence using no less a standard of care than it takes with its own Confidential Information but in any event no less than a reasonable standard of care, and
3.2 shall not use it for any purpose other than the Proper Use, and
3.3 shall restrict its dissemination to only those of its employees, associates or advisers as is reasonably necessary and who have entered into confidentiality agreements with the Recipient containing similar obligations to this Agreement, and
3.4 shall not communicate it to any other third party without the prior written consent of the Discloser.

4. EXCEPTIONS
The obligations in clause 3 shall not apply to information which:
4.1 is already known to the Recipient at the time of disclosure, or
4.2 is lawfully disclosed to others without restriction, or
4.3 is independently developed by the Recipient by persons having no exposure to Confidential Information of the Discloser, or
4.4 is required to be disclosed in compliance with any court order, applicable laws or government regulations, provided that the Recipient provides adequate prior written notice of such proposed disclosure to allow the Discloser to seek a protective order or other protection and Recipient takes reasonable actions to avoid and/or minimise the extent of such disclosure.

5. TERM
This Agreement shall, unless terminated earlier by written notice by either party, cover all disclosures made for a period expiring twelve months from the Effective Date but the obligations in clause 3 shall continue in force for a minimum period of five years from the date of the last such disclosure.

6. NO LICENCE
No disclosure hereunder shall be construed as granting to the Recipient, either expressly, by implication, by estoppel or otherwise, any licence or right to make any use of Confidential Information beyond the Proper Use.

7. NO WARRANTY
All disclosures under this Agreement are made "as is" and without warranty as to accuracy, completeness, non-infringement of third party rights or fitness for any particular purpose and the Discloser shall have no liability to the Recipient resulting from any use, including Proper Use, by the Recipient of Discloser's Confidential Information.

8. OWNERSHIP OF CONFIDENTIAL INFORMATION
All Confidential Information and any copies thereof remain the property of the Discloser and shall be returned, or destroyed, promptly at the Discloser's request at any time. This obligation shall not however apply, unless it is reasonably practicable to do so, to copies made solely in the course of the Recipient's normal data backup and archival procedures provided such copies are stored securely and treated in all other respects in accordance with the provisions of this Agreement.

9. INJUNCTION
The parties acknowledge that unauthorised disclosure of its Confidential Information may cause the Discloser irreparable harm for which the Discloser may not have an adequate remedy at law. Therefore, in addition to any other rights and remedies available, the Discloser shall be entitled to injunctive relief, without the need to prove special damages, to prevent the Recipient from committing or continuing any unauthorised disclosure of Confidential Information.

10. GOVERNING LAW
This Agreement shall be governed by English law and the parties hereby submit to the jurisdiction of the English courts.

For and on behalf of Redtail Telematics Limited:

Signed:

Print Name:

Title:

For and on behalf of Contracting Party:

Signed:

Print Name:

Title:

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