



KONICA MINOLTA

CONFIDENTIAL TERMS AND CONDITIONS FOR VENDORS

1. Definitions

- “Confidential Agreement”** means an agreement formed between the Disclosing Party and a Recipient under these Confidential Terms and Conditions for Vendors for the Purpose starting from the Effective Date.
- “Confidential Information”** means the following information in whatever form including but not limited to written, oral, visual or electronic form, or on tape or disk or any storage device:
- (a) any proprietary and confidential information including without limitation, trade secrets, technical knowledge, technical information including data, findings, know-how, plan, software, and all secret processes, technology, machines, computer programs, manuals, components, products, inventions, systems, designs, assembly techniques, pending patent applications; and
 - (b) any business, financial, marketing and accounting information whether related to present or prospective business activities, operations, management, policies and strategies, including market intelligence, data base information, customer data or information, project records, strategic and development plans, co-developer identities, data, or any other information of KM (or that of KM’s affiliates or business associates) acquired in pursuance of or during the Term of Agreement.
- “Disclosing Party”** means Konica Minolta Business Solutions (HK) Limited.
- “Effective Date”** means the date the Disclosing Party acknowledged Recipient’s acceptance of these Confidential Terms and Conditions for Vendors in any written format.
- “Purpose”** means the discussion and/or share of information between the Disclosing Party and the Recipient with respect to the formation of a potential business relationship.
- “Recipient”** means the company or entity who received Confidential Information from the Disclosing Party.

2. Obligations of Confidence

In consideration of the premises and the mutual covenants in the Confidential Agreement, the Recipient shall:

- (a) maintain in strict confidence and in safe custody any Confidential Information disclosed to it by, or acquired from Disclosing Party in connection with the Purpose;
- (b) ensure that its directors, employees, sub-contractors, agents and servants (“Relevant Persons”) keep in strict confidence and in safe custody any Confidential Information disclosed to it by, or acquired from, Disclosing Party in connection with the Purpose;

- (c) limit access to the Confidential Information to those of its Relevant Persons who reasonably and necessarily require access to the Confidential Information for the Purpose;
- (d) not use/divulge any Confidential Information for any reason other than the Purpose or in any way that is likely to be detrimental to Disclosing Party;
- (e) not make copies of documents containing any Confidential Information, except for the Purpose;
- (f) inform each person given access to any Confidential Information of the terms and conditions contained in the Agreement and to ensure that all such persons comply with these Confidential Terms and Conditions;
- (g) not (without the prior consent in writing of Disclosing Party):
 - (i) release any press statement or issue any other publicity regarding the Purpose or any arrangements which may exist between the parties; or
 - (ii) disclose to any third party the identity of Disclosing Party or the Purpose;
- (h) take such steps as reasonably and necessary to prevent unauthorized disclosure of or access to any Confidential Information;
- (i) notify the Disclosing Party promptly of any loss, unauthorized disclosure or misplacement of any Confidential Information;
- (j) dispose of, return or stop using any Confidential Information as the Disclosing Party may from time to time direct;
- (k) acknowledge that the Confidential Information may consist of personal data and be subject to the provisions of the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of the Hong Kong Special Administrative Region (“PDPO”). The Recipient agrees to comply with the provisions of the PDPO, and all other relevant laws and regulations, with respect to the Confidential Information, as if it were a data user as defined in the PDPO;
- (l) not, within one year from the date hereof, compete with the Disclosing Party or develop or provide technology, products and services to other third parties which may be competitive with the products or services of the Disclosing Party by making use of the Confidential Information obtained from the Disclosing Party.

3. Exceptions

The obligations of confidence shall not apply to Confidential Information which:

- (a) the Recipient can validly prove that was already in its possession prior to the Effective Date and was not acquired in breach of any obligation of confidentiality in any agreement or acquired directly or indirectly from Disclosing Party;
- (b) at the time of disclosure by Disclosing Party is in the public domain as evidenced by printed publication or otherwise;
- (c) after its disclosure by Disclosing Party becomes part of the public domain by printed publication or otherwise (except by reason of neglect or default by the Recipient);
- (d) the Recipient obtains from a third party who has an unrestricted right to disclose or has good legal title to that Confidential Information; or

- (e) the Recipient may be required by law (including court order) to disclose provided that the Recipient gives Disclosing Party a copy of the Confidential Information it proposes to disclose and the opportunity to seek an appropriate protective order. Any disclosure under this clause 3(e) shall be kept to a minimum.

4. Publicity and Advertising

- 4.1 The Recipient shall not make or permit any of its employees, subcontractors, agents, or vendors to make any external announcement or publication, release any photographs or information concerning the Purpose or any part thereof, or make any other type of communication to any member of the public, press, business entity, or any official body which names the Disclosing Party unless prior written consent is obtained from the Disclosing Party, which consent shall not be unreasonably withheld.
- 4.2 The Recipient shall not use the Disclosing Party's logo, trademarks or service marks without the prior written approval of the Disclosing Party.

5 Remedies and Indemnity

- 5.1 The Recipient acknowledges and agrees that any breach of Confidential Agreement will cause irreparable damage to the Disclosing Party, the full extent of the Disclosing Party's damages will be impossible to ascertain, and monetary damages will not be an adequate remedy for the Disclosing Party. As such, the Recipient agrees the Disclosing Party will be entitled to enforce the Confidential Agreement to prevent a breach or threatened breach of Confidential Agreement by interlocutory or permanent injunction or other equitable relief, without the necessity of proving actual damages. The Disclosing Party's right of injunctive relief is not exclusive and is in addition to any other rights and remedies the Disclosing Party may have.
- 5.2 The Recipient acknowledges and agrees that it shall (in addition to, and without affecting any other rights or remedies the Disclosing Party may have whether under ordinance, common law or otherwise) indemnify and keep the Disclosing Party indemnified and hold the Disclosing Party harmless from and against all actions, claims, demands, liabilities, damages, costs, losses or expenses resulting from any breach or non-performance by the Recipient or any person to whom it has disclosed or given access to any part of the Confidential Information, or any of the provisions under the Confidential Agreement.

6. No Rights in Confidential Information Received

The Recipient acknowledges and agrees that it shall not acquire by implication or otherwise any right in or title to or license in respect of any Confidential Information communicated or acquired from Disclosing Party. The Confidential Information shall remain the property of the Disclosing Party.

7. Return of Confidential Information

- 7.1 All information shall remain the sole property of Disclosing Party or its nominee and all materials containing such Confidential Information (including all copies made by the Recipient) shall be returned to Disclosing Party immediately upon termination of Confidential Agreement or at the request of Disclosing Party, whichever is earlier. Upon request of Disclosing Party, the Recipient shall certify in writing that all materials containing such Confidential Information (together with all copies thereof) have been returned to Disclosing Party.

7.2 The Recipient hereby agrees that the return of Confidential Information under clause 7.1 herein shall not release any other obligations on its part under the Confidential Agreement.

8. Duration and Termination

A Confidential Agreement shall continue in force and last for 5 years from the Effective Date. Notwithstanding the foregoing, the Recipient's obligation regarding Confidential Information received shall survive the termination of the Confidential Agreement and the Recipient shall ensure that the workers, employees, representatives agents and sub-contractors of the Recipient shall continue to observe confidentiality thereafter.

9. No Agency Partnership

The parties hereto do not intend that any agency or partnership relationship be created among them under the Confidential Agreement.

10. General Provisions

10.1 Nothing in the Confidential Agreement shall require Disclosing Party to disclose information to the Recipient or limit either party's right to conduct discussions with third parties, provided such discussions or disclosures do not violate the terms of the Confidential Agreement.

10.2 Nothing in the Confidential Agreement shall impose an obligation on Disclosing Party to procure any product or services from the Recipient.

10.3 All waivers must be in writing. Failure, forbearance or delay by Disclosing Party to enforce any of its rights under the Confidential Agreement shall not be taken as or deemed to be a waiver of those rights, and no waiver of any provision or right shall affect the right of Disclosing Party to enforce any other provisions or right arising from the Confidential Agreement.

10.4 All Confidential Information is provided "AS IS" basis. The Recipient acknowledges and agrees that Disclosing Party makes no representations or warranties, express or implied, regarding any Confidential Information disclosed by it or regarding the accuracy or completeness of, or as to the reasonableness of any assumptions or opinion which may be contained in the Confidential Information, nor as to the financial or any other condition of or any matter relating to Disclosing Party or any of its subsidiaries. The Recipient agrees that Disclosing Party shall have no liability, whether contractual or otherwise, to the Recipient or its Relevant Persons relating to or resulting from the use of the Confidential Information.

10.5 If at any time any provision of the Confidential Agreement is or becomes illegal, invalid or unenforceable, neither the legality, validity or enforceability of the remaining provisions of the Confidential Agreement, nor the legality, validity or enforceability of such provision shall in any way be affected or impaired thereby.

10.6 All notices required to be given or information supplied by either of the parties to the other pursuant to the provisions of the Confidential Agreement shall be in writing and shall be sent:

- (a) by hand;
- (b) by registered post; or
- (c) by fax with a copy sent by registered post.

Any notice delivered by hand shall be deemed to have been served at the time of delivery and any notice sent by registered mail to have been served seven days after the date on which it is posted and any notice sent by fax on the date on which such fax is transmitted.

- 10.7 The Confidential Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representation with regard to the subject matter hereof, except that a Confidential Agreement shall not supersede previously executed contracts between the parties which relate to specific services.
- 10.8 Any modification, amendment, supplement, or other change to the Confidential Agreement must be made in writing and signed by both parties. As used herein, the term "Agreement" shall include any future amendments or supplements hereto.
- 10.9 The parties hereby declare that nothing in a Confidential Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of the Confidential Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong Special Administrative Region).
- 10.10 The Confidential Agreement shall be binding on each party's respective successors and permitted assigns.

11. Governing Law and Jurisdiction

The Confidential Agreement and the transactions contemplated by the Agreement are governed by the Laws of Hong Kong Special Administrative Region. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region and courts of appeal from them for determining any dispute concerned.