



KONICA MINOLTA

## **NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made on 3 May 2024.

### **Between**

- (1) **Konica Minolta Business Solutions (HK) Limited** having its principal place of business located at 43/F, AIRSIDE, 2 Concorde Road, Kai Tak, Kowloon, Hong Kong (“Disclosing Party”) and
- (2) **[Name of Business Partner/Customer ]** having address at [Address] (“Recipient”).

### **RECITAL:**

The Disclosing Party and the Recipient are in discussions to [explore a co-operative business arrangement] (“Purpose”). Disclosing Party expects that such discussions will involve the disclosure of certain confidential information by the Disclosing Party to the Recipient. Disclosing Party is willing to disclose its Confidential Information to the Recipient under the terms of this Agreement.

### **IT IS AGREED:**

#### **1. Confidential Information**

For the purposes of this Agreement, “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 Disclosing Party (or that of Disclosing Party’s subsidiaries or business associates) acquired in pursuance of or during the existence of this Agreement.

#### **2. Obligations of Confidence**

In consideration of the premises, 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 this Agreement and to ensure that all such persons comply with the 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 at the date of this Agreement 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** The Recipient acknowledges and agrees that any breach of this 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 this Agreement to prevent a breach or threatened breach of this 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 this 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 this 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 this Agreement.

## 8. Duration and Termination

This Agreement shall continue in force until terminated by agreement in writing or until the Confidential Information disclosed to Recipient is no longer confidential.

## 9. General Provisions

9.1 Nothing in this 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 this Agreement.

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

9.3 All waivers must be in writing. Failure, forbearance or delay by Disclosing Party to enforce any of its rights under this 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 this Agreement.

9.4 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.

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

9.6 All notices required to be given or information supplied by either of the parties to the other pursuant to the provisions of this 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.

9.7 This 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 this Agreement shall not supersede previously executed contracts between the parties which relate to specific services.

9.8 Any modification, amendment, supplement, or other change to this Agreement must be made in writing and signed by both parties. As used herein, the term "Agreement" shall include any future amendments or supplements or supplements hereto.

9.9 The parties hereby declare that nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong Special Administrative Region).

## 10. Governing Law and Jurisdiction

This Agreement and the transactions contemplated by this 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 concerning this Agreement or the transactions contemplated by this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first above written.

Signed for and on behalf of  
**Konica Minolta Business Solutions (HK) Ltd.**

Authorized Signature and Company Chop  
Name:  
Title:

Signed for and on behalf of  
**[Name of Business Partner/Customer]**

Authorized Signature and Company Chop  
Name:  
Title: