

Confidentiality Agreement

Japan Industrial Imaging Association (hereinafter referred to as “JIIA”) and the member of JIIA (hereinafter referred to as “Member”) enter into this confidentiality agreement (hereinafter referred to as “Agreement”) relating to the confidential information (hereinafter referred to as “Confidential Information”) deliberated or disclosed in the Standards Committee activities or other activities promoted by JIIA.

Article 1 (Purpose)

The purpose of this Agreement shall be to provide the handling of the confidential information discussed or disclosed in deliberations in the Standards Committee activities or other activities of JIIA.

Article 2 (Confidential Information)

1. Confidential Information used in this Agreement shall mean any and all business or technological information discussed or disclosed in deliberations or in connection with deliberation matters of the standards activities or other activities centered on the Working Groups of JIIA, in tangible form whether by written form, drawing, electronic media or other form (including the minutes recorded the contents of deliberation) and yet marked clearly as confidential. Confidential Information disclosed in oral shall be indicated as confidential at the time of the disclosure and shall be reduced to written form marked clearly as confidential within thirty (30) days of the disclosure. However, the minutes stipulated the contents of said disclosure and the disclosing party, and marked as confidential shall be replaced the above.
2. Confidential Information prescribed in the preceding paragraph shall except those that fall under any of the following information as proven.
 - (1) Information which already is in the public domain at the time it was disclosed.
 - (2) Information which, after being disclosed by the disclosing party, becomes part of the public domain by a third party having the lawful right.
 - (3) Information which, prior to the disclosure, was known by the receiving party or was known by a third party having the lawful right under no obligation of confidentiality.
 - (4) Information which developed independently by the receiving party without the disclosure by the disclosing party.
 - (5) Information which disclosed, including proposal to other bodies, in a draft of standard specifications by each Working Group activities.

Article 3 (Confidentiality)

1. JIIA and Member shall control strictly the Confidential Information disclosed by JIIA, Member or any other member participating in a Working Group (hereinafter referred to as “Disclosing Party”) and shall not disclose or divulge said Confidential Information directly or indirectly to any third party (except members of the board of JIIA, members of the Working Group Member participating in or within the division Member belongs to) unless the Disclosing Party’s prior written approval. (except members of The Board of Directors of JIIA, members of the Working Group and the division which Member is belongs to)
2. JIIA and Member shall not use the Confidential Information disclosed by the Disclosing Party, except in association with the standards activities, without said Disclosing Party’s prior written approval.
3. The receiving party shall disclose the Confidential Information only to the relevant persons in the division necessary to know about said Confidential Information (officers, division chief, employees) and shall take all possible measures for said relevant persons to maintain strictly the confidentiality.
4. JIIA and Member shall not copy or reproduce without the Disclosing Party’s prior written approval.

5. JIIA and Member shall retain the Confidential Information in strict confidence by any custodian and in secure place.

Article 4 (Return of Confidential Information)

1. JIIA and Member shall, upon termination of this Agreement, termination of the standards activity or request of the Disclosing Party, return promptly to the Disclosing Party the Confidential Information or destroy it in the manner designated by the Disclosing Party.
2. If any copy or reproduce of the Confidential Information exists, JIIA and Member shall return promptly to the Disclosing Party said copy and/or reproduce or destroy it in the manner designated by the Disclosing Party.

Article 5 (Industrial Property Right and others)

The handling of Industrial Property Right relating to Confidential Information stipulated herein shall be specified by the provisions of “Procedures for the Handling of Industrial Property Right” laid down separately by JIIA.

Article 6 (Discussion)

1. This Agreement shall be governed by and construed in accordance with the laws of Japan.
2. All questions or disputes arising in connection with these terms and conditions or matters not provided for herein shall be settled by mutual accord between the parties in good faith.
3. Any disputes not settled by mutual accord set forth in the preceding paragraph, shall be settled by the Tokyo District Court having competent jurisdiction.

Article 7 (Term)

The term of this Agreement shall continue from the date of execution hereof until confirmation between JIIA and Member of termination of the standards activity. After termination of this Agreement, the obligations specified in Article 3 shall maintain in effect for three (3) years.

Article 8 (Confidentiality after Withdrawal)

The provisions Article 2 to Article 7 inclusive hereof shall also apply to if Member has withdrawn from JIIA during the term. IN WITNESS WHEREOF, the parties hereto have made this Agreement in duplicate, have affixed their seals or signatures to their names shown below and shall retain one original each hereof.

Date:

By:

Name: Masahito WATANABE

Title: Chairman

JAPAN INDUSTRIAL IMAGING ASSOCIATION

Kikai Shinko Kaikan ,3-5-8, Shibakoen, Minato-ku, Tokyo, JAPAN

By:

Name:

Title: