

Confidentiality & non disclosure clause

In respect of confidentiality & non disclosure, the Vendor agrees as follows:

1. Non-Disclosure of Information. Except as and when JUSCO may otherwise give its prior written consent, Vendor shall:

(a) not disclose, directly or indirectly, and shall maintain in strict confidence any and all Proprietary Information (as defined below) received at any time by Vendor by any means, written or oral;

(b) not use the Proprietary Information for any purpose whatsoever, other than as contemplated by this Work Order;

(c) disclose Proprietary Information only to its partners, employees, agents and representative(s) who need to know the same; provided that Vendor shall cause any Representative who receives Proprietary Information, to abide by this confidentiality and non-disclosure, clause; provided, further, that Vendor shall be liable for any breach by any of its Representatives of such obligations; and

(d) not disclose the nature of any services that Vendor may furnish to or have contract to furnish to JUSCO, except as required by auditors of Vendor and Government regulators or pursuant to any applicable law or court order.

2. Definitions of Proprietary Information. For the purposes of this confidentiality and non-disclosure, the term "Proprietary Information" shall mean:

(a) any and all ideas, plans, training materials, customer lists, customer information, financial and business information, company procedures and other processes, data, techniques, trade secrets, proprietary programs or procedures, know-how, methods and other materials of JUSCO and/or any of its affiliates; and

(b) any other information normally kept confidential by a prudent company.

3. Ownership. All Proprietary Information is and shall remain the sole and exclusive property of JUSCO or its Affiliates. An "Affiliate" is defined as an entity, directly or indirectly, controlling JUSCO, controlled by JUSCO or under common control with JUSCO.

4. Exceptions. Notwithstanding anything to the contrary contained in this Agreement, the obligations of non-disclosure contained herein shall not apply to any portion of the Proprietary Information that Vendor can satisfactorily document and demonstrate:

(a) was already known at the time of its disclosure without an obligation of confidentiality; or

(b) is or has become publicly known through no fault of Vendor or its Representatives; or

(c) is lawfully received from an independent third party without any restriction and without an obligation of confidentiality; or

(d) is independently developed by Vendor without access to or knowledge or use of the Proprietary Information.

If Vendor is required to disclose JUSCO's Proprietary Information pursuant to an order of a government agency or court of competent jurisdiction, it shall, to the extent it is not legally prohibited from doing so, provide JUSCO with prompt written notice of such request order and cooperate with JUSCO, if JUSCO attempt to preclude or limit such disclosure. Vendor agrees that it will only disclose that portion of the Proprietary Information which, in the opinion of counsel, it is compelled to disclose pursuant to such order.

6. Return of Proprietary Information. Unless otherwise waived by JUSCO in writing, upon JUSCO's demand, Vendor shall destroy or return to JUSCO or its affiliates, as the case may be, all Proprietary Information in tangible form in its possession and delete from its systems all Proprietary Information in electronic form, together, with written confirmation by Vendor that all such Proprietary Information has been destroyed, returned or deleted.

7. Tenure and survival of this Confidentiality Clause: Obligations of non-disclosure and confidentiality under this clause shall extend with respect to any Proprietary Information for a period of three (3) years following the receipt, creation or other acquisition of such Proprietary Information.

8. Injunctive Relief. Vendor acknowledges that JUSCO and/or its affiliates will suffer irreparable harm as a result of any breach by Vendor of confidentiality clause to be performed or observed by Vendor under this clause and that JUSCO shall be entitled to seek from any court or administrative body of competent jurisdiction a temporary restraining order, preliminary injunction and/or permanent injunction, without any necessity of proving damages, enjoining Vendor from further breach of this Agreement or further infringement or impairment of the rights of JUSCO or its affiliates.

9. No License. Except as otherwise provided herein, nothing in this clause shall deemed to constitute an implied license in favour of Vendor towards any Proprietary Information of JUSCO, including, without limitation, any patents, copyrights, trademarks or trade secret information.