

DATE: _____

Company name: _____

Licensor:

FUJIFILM Corporation
Olympus Imaging Corporation
Toshiba Corporation

Dear Sirs/Madams:

Re: Confidentiality Undertaking on xD Picture-Card™

FUJIFILM Corporation, Olympus Imaging Corporation and Toshiba Corporation (hereinafter collectively referred to as "Licensor") will disclose to you certain proprietary information relating to the xD Picture-Card™ business and technology, provided that you agree all the terms and conditions below;

1. For the purpose of this letter, "Confidential Information" means information relating to xD Picture-Card™ business and technology which information will be disclosed by Licensor after you sign and send this letter to Licensor, in oral, or written, recorded, graphical or tangible form being marked as "Confidential", "Proprietary" or other appropriate confidential legends at the time of disclosure. Notwithstanding the foregoing, the Confidential Information shall not include the information that:

- a) is already known to you at the time of its receipt from Licensor;
- b) is or becomes publicly available without breach of any terms and/or conditions of this letter on your part;
- c) is rightfully received by you from a third party without restriction on disclosure and without breach of any terms and/or conditions of this letter; or
- d) is independently developed by you without access to the Confidential Information;

2. From the date of receipt of the Confidential Information, you agree to safeguard the Confidential Information and to keep in confidence and to use the same degree of care, but in no event less than reasonable one, as you use toward your own confidential information, to prevent unauthorized use, disclosure, publication or dissemination of the Confidential Information.

3. You shall use the Confidential Information solely for the evaluation purpose to determine whether you enter into certain business arrangements with Licensor for the xD Picture-Card™.

4. You shall limit dissemination of the Confidential Information to your directors, officers or employees only on a need-to-know basis.

5. All Confidential Information shall remain the property of Licensor. Upon request by the Licensor, you shall return to Licensor all Confidential Information, including any and all copies thereof, or, when so instructed by Licensor, destroy all Confidential Information and provide Licensor with a written certification of such destruction.

6. The confidential duties under paragraphs 2,3 and 4 shall continue for three (3) years from the date first written above.

7. This letter shall be governed by and construed in accordance with the laws of Japan.

If you are in agreement with the foregoing, please signify by signing and returning to Licensor or any person as designated by Licensor a copy of this letter whereupon the same shall constitute an agreement between you and Licensor as of the above date.

Acknowledged and agreed by

Company _____

By: _____

Name: _____

Title: _____

Date: _____