

WHY IS EVERYBODY ALWAYS PICKING ON ME?



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THE VALUE OF YOUR BUSINESS

- Customer Base
- Machines In the Field
- Maintenance & Support Agreements
- Service & Supply Revenue
- End of Lease Opportunities



PROTECTING YOUR ASSETS



- **Vendors**
- **Lease Companies**
- **Employees**
- **Competitors**

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

GENERAL ELECTRIC CAPITAL CORP.

Index No. 08-602320

Plaintiff/Counterclaim Defendant,

against

KONICA MINOLTA DANKA IMAGING CO.,

Defendant/Counterclaim Plaintiff

and

**TOSHIBA AMERICA BUSINESS
SOLUTIONS, INC.**

Defendant/Counterclaim Defendant.



DECLARATION

- Competitive Industry
- Non-Exclusive Agreements
- End-User Relationships
- Lease Transactions
- Master Agreement
- BTA Template
- Lease Terms
- Financial Vehicle
- Value of Dealership
- Rogue Salesperson
- Dealer Rejection
- Injunctive Relief

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (the "Agreement") is made as of this ____ day of _____, 200__, between _____ (the "Dealer"), and _____ (the "Recipient"), as follows:

In consideration of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Subject to the other provisions of this Agreement, the Dealer has and agrees to disclose to the Recipient certain information and documents which have been developed by the Dealer, are not known to persons other than agents or employees of the Dealer, including Recipient, and which are proprietary as to the Dealer (collectively, the "Confidential Information").

2. The Recipient will not, directly or indirectly, in any manner whatsoever:

(a) Disclose the Confidential Information to any person or entity other than its employees who have a need to know and are advised and agree to abide by the terms of this Agreement;

(b) Use the Confidential Information in any manner whatsoever, specifically not for commercial or non-commercial purposes, nor marketing or sales purposes; or

(c) Fail to maintain the Confidential Information in confidence or take suitable precautions to ensure that the same are not disclosed to any third party.

3. The Recipient shall, within twenty-four (24) hours following the Dealer's request, return to the Dealer all papers, documents, computer disks, software, and other media containing all or any portion of the Confidential Information, together with any notes, reports, abstracts, or documents, in any form or medium, containing any portion of the Confidential Information, and delete same from all computer systems and stand alone computers containing the same.

4. The Recipient acknowledges that the Dealer will suffer severe and irreparable injury as a result of the Recipient's failure to comply with the restrictions contained in this Agreement, and further that the Dealer has no adequate remedy at law with respect to any such violation. Accordingly, the parties agree that upon any such violation, the Dealer is entitled, in addition to any other remedies available to it either at law or in equity, to injunctive relief (without the posting of any bond) restraining the Recipient from violation of such restrictions.

5. The Recipient shall indemnify and hold the Dealer harmless from and against any loss, cost, damage, or expense paid or incurred by the Dealer as a result of the breach of this Agreement by the Recipient, including, without limitation, reasonable attorneys' fees.

6. This Agreement contains the entire agreement of the parties pertaining to the subject matter hereof, and may not be amended except by an agreement in writing signed by the parties.

7. No failure or delay by the Dealer in exercising any of its rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof limit or preclude any other or further exercise thereof, or the exercise of any other right hereunder.

8. If any part or parts of this Agreement are found to be invalid, illegal or unenforceable in any respect, it is the intent of the parties that a court so finding shall revise or modify the provisions hereof found to be invalid, illegal or unenforceable, and the remaining provisions hereof shall never-the-less be valid and binding with the same force and effect as if the invalid, illegal or unenforceable part or parts were originally deleted.

9. This Agreement is binding upon and inures to the benefit of each of the parties and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of Illinois.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

By: _____
Title: _____

By: _____
Title: _____

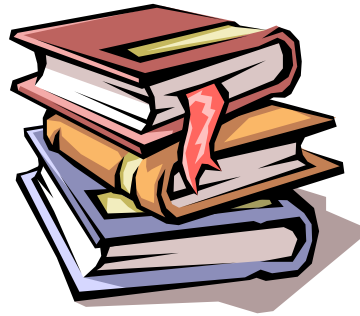
LEASE COMPANIES

- Term
- Post Termination
- Indemnifications
- End Of Lease
Terms
- Auto Renewal
- Maintenance/CPC



Employment Agreements/ Policies

- **Protection of Confidential Information**
- **Non-Compete**
- **Non-Solicitation**
- **Non-Disclosure**



TRADE SECRETS

- **Confidentiality Agreements**
- **Confidentiality Policy in Manual**
- **Oral statements when turning over information**
- **Oversight Procedures**
- **Need-to-know Disclosure**
- **Label Information**
- **Secure Information**
- **Exit Interviews to Remind Employee**

EMPLOYEES

- **Legitimate Business Interest**
- **Confidential Information**
- **Near Permanent Customer Relationship**
- **Reasonable Time, Geographic Area**
- **Consideration, Continued Employment**

EMPLOYEES

- **Material Breach**
- **Waiver**
- **Vary Agreements By Position**
- **Assignment**
- **Judicial Modification**
- **Involuntary Termination**

EMPLOYEE NON-DISCLOSURE/NON-COMPETE AGREEMENT

As a **prerequisite** of, and as consideration for employment as a _____ by _____, you are required to understand and accept the terms and conditions set forth in this **EMPLOYEE NON-DISCLOSURE/NON-COMPETE AGREEMENT** (the "Agreement"). This Agreement is enforceable during your tenure, and regardless of the reason for your separation, for an additional **one (1) calendar year beyond the termination of employment**.

It is not the intent of this Agreement to discourage employees from pursuing their own business interests, but to protect _____, from losing its earned market share, its customer base, and its employees, thereby protecting the security of the Company and other Company employees. Accordingly, in signing this Agreement, you agree that upon your separation from employment, for a period of one (1) year, you will **not compete** with the Company by starting or buying, directly or indirectly, a competing business or by working as an employee, agent, or contractor, directly or indirectly, with a competing business. Further, you agree that you will not perform any work for or solicit any work from any customer or potential customer with whom you worked while an employee of _____. This agreement shall apply to any directly or indirectly competing business located within **75 miles** of the _____ location at which you have primarily worked during the final year of your employment with _____. You also agree that you are expressly prohibited from attempting, either through your own efforts or through a third party, from **hiring any other employee** of _____, or from convincing any employee of _____, to resign his or her employment.

You further agree that during the course of your employment and thereafter, you will **not disclose** to anyone (except to the extent reasonably necessary for the Employee to perform his duties hereunder or as may be required by law) any Confidential Information concerning the business or affairs of _____. **Confidential Information includes, but is not limited to lists of customers, records relating to customers, business plans, business negotiations, market information, financial and cost information, pricing information, price sheets, sales proposals, maintenance agreements, sales strategies, and scientific and technical information (whether belonging to _____ or entrusted to the Company by a third party), which you acquire during the course of, or incident to the performance of your duties. You are not prohibited from disclosing information which is available to the public or which is a matter of general business knowledge or experience.**

SEARCH FIRMS



- Interview Firm
- Applicants On File
- Searches In Area
- Completion Time
- Guarantee

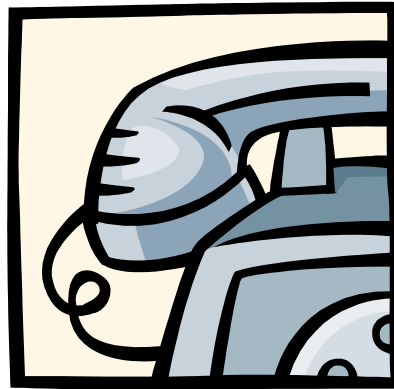
TRACKING EMPLOYEES

- Global Positioning Satellites
 - Location, Speed, Time at Location
- Mobile Phones
- Clothing
- Invasion of Privacy
- Full Disclosure



DRIVING UNDER THE INFLUENCE OF MOBILE TECHNOLOGY

- Phones
- PDA
- Blackberry
- Overtime
Compensation
- Blackberry
Thumb



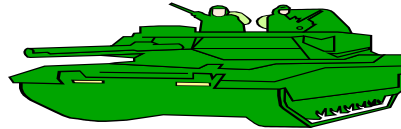
USAGE OF ELECTRONIC EQUIPMENT WHILE OPERATING A MOTOR VEHICLE

This policy applies to the use of a wireless phone, PDA, Blackberry, or similar device by all employees during working hours or when operating a Company vehicle.

Any employee who, in the course of performing his or her job functions, finds it necessary to use a electronic equipment must do so in a safe and prudent manner. If the employee operates a motor vehicle, the vehicle must be stationary and in "park" before initiating the cellular call or using an electronic assistant. Usage is never permitted in a moving vehicle. All necessary usage should be made either before leaving the previous location or after arriving at the next destination and, in this regard, only after the vehicle is stopped and the gear in "park." If a wireless phone call is received while an employee is operating a motor vehicle, the employee should either pull over onto the shoulder of the road and place the vehicle into "park," or, preferably, the employee will drive into an appropriate parking location and then place the vehicle in "park" before engaging the phone call. Only business calls are permitted on wireless phones provided to an employee by Company. GPS programming should never occur while the vehicle is in motion. Violation of this policy may result in disciplinary action, up to and including termination.

COMPETING AGAINST DIRECT OPERATIONS

- War
- Catch The Enemy
- Ransom
- Long Term
- Look to Korea and China



MAINTENANCE/SUPPORT AGREEMENTS

- Automatic renewal at Current Price.
- In Term Adjustments—Fuel, Parts, Supplies.
- Hours of Service.
- Non-Assignable.
- No Relocation of Equipment.
- OEM Parts Not Required.

MAINTENANCE/SUPPORT AGREEMENTS

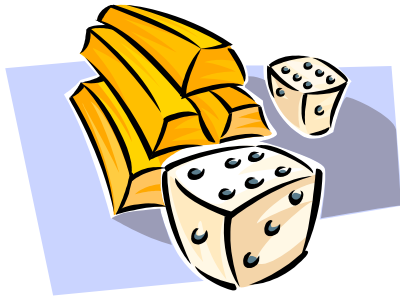
- **Removed Parts Become Reseller's Property.**
- **Calls Due to Other Than Normal Use.**
- **Obsolescence.**
- **Climatic Conditions.**
- **Termination For Any Unpaid Invoice.**

LATEST SCAM



- **Significant Equipment Purchase**
- **Cash Deal**
- **Wire Transfer Funds**
- **Account Information**
- **Clean House**
- **Separate Account**

PATRIOTIC SCAM



- SFC Gary Rodgers
- Iraq
- 8 E Studio 202L Copiers
- 8 Feeder Tops (MR3020)
- 16 Toner Cartridges (T2340)
- 8 Developers (D2320)
- FedEx or DHL

SHOULD I SELL MY DEALERSHIP?

- Time has never been better?
- What is your long term plan?
 - Sale—Manufacturer, Dealer, Meg Dealer?
 - Transfer— Family Member, Key Employee All Employees (ESOP)?
- How is Value determined?
 - Machine Population, Revenue, EBIT, Multiple of Earnings? Retain an Expert.

DISASTER PLANNING

- **Natural Disaster**

- Hurricane
- Tornado
- Hailstorm
- Earthquake



- **Fire or Flood**

- **Death of partner, key team member or self**

- **Resignation of Manager**

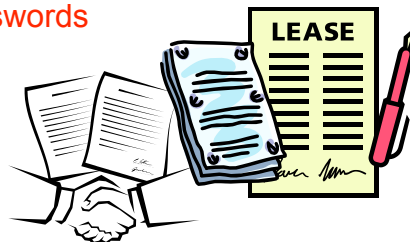
Don't Panic: Be Prepared

- **Evacuation plan**

- How to get out
- Where to meet

- **Documentation**

- Computer Login and Passwords
- Buy-Sell Agreements
- Leases
- Insurance Policies
- Recent Office Videos
- Water Main Valve
- Fire Extinguisher



Don't Panic: Be Prepared

- **Documentation**

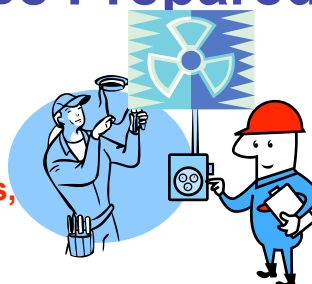
Water Hydrants

Utility Shutoffs, Gas Lines,

Hazardous Materials

Contact List

- Attorney
- Banker/Finance Company Repres
- Employee list
- Insurance Agent
- Insurance Company
- Computer Software Vendor



Don't Panic: Be Prepared

- **Divide and Duplicate**

Office Keys

Safety Deposit Box Keys

Contact List

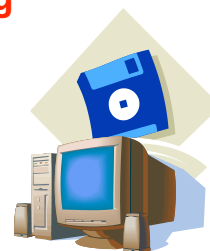
- **Programmable Call Forwarding**

- **Surge Protectors**

- **Battery Back-Up**

- **Emergency Supplies**

- **Offsite Computer Back-up**



When Disaster Strikes: First Things First

- **Contact Team Members and Associates**
Telephone tree
Don't make promises you may not be able to keep.
- **Contact Insurance Company**
- **Minimize Press and Media Coverage**
- **Don't Make Instant Decisions.**
- **Acknowledge Your Own Stress.**



Remember Your Customers

- **Use customer list to....**
 - Get help**
 - Contractors
 - Temporary employees
 - Give help**
 - Tell them about your temporary location**

Are You Really Insured?

- **Annual Review**
 - Policy Limits
 - Coverage
 - Another agent
- **Depreciated Value vs. Replacement**
- **Cost to Establish Temporary Location**
- **Business Interruption Insurance**
- **Disability Insurance**
- **Officers/Key Man Life Insurance**

Independent Insurance Adjuster

- **The Myth of the Insurance Company Adjuster**
- **Do you remember what you had?**
- **Do you know what it's worth?**
- **Can you get all that you have coming?**

Reach Out and Touch Someone

- Have extra ears on hand for any conversations with banks, insurance companies, vendors.
- Don't sign anything without counsel!
- Bring in outside help.
- Counseling as needed



QUESTIONS ???



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