

# Non-Disclosure Agreement

Company A (hereinafter referred to as “Party A”) and Company B (hereinafter referred to as “Party B”), with respect to the handling of confidential information disclosed mutually for the purpose stipulated in Article 1, shall have the following Non-Disclosure Agreement (hereinafter referred to as the “Agreement”).

## Article 1 (Purpose)

The Agreement aims to decide the handling of the protection of confidentiality of confidential information mutually disclosed to each other between Party A and Party B when conducting transactions such as outsourcing to be carried out between Party A and Party B in the future (hereinafter referred to as the “Service”).

## Article 2 (Confidential Information)

In the Agreement, confidential information is the information described below that is mutually disclosed to each other between Party A and Party B relating to the Service during the effective period of the Agreement, regardless of the form and medium of disclosure.

- (1) Information disclosed by tangible materials such as technical materials, diagrams, and other related materials that are clearly stated to be confidential
  - (2) Regarding information disclosed or provided by verbal, visual, or other forms or media in which it is difficult to indicate that it is confidential due to its nature, the discloser notifies the recipient that it is confidential at the time of disclosure, and delivers the document describing the confidential information with an indication to be displayed that it is confidential within 45 days after the disclosure
  - (3) A set of video data and document data and so on that is handled as a product or a part of the product in Japan or in other areas
- 2 Notwithstanding the provisions of the preceding paragraph, any information falling under any of the following items shall not be handled as confidential information in the Agreement.
- (1) Information already publicly known at the time of receiving disclosure, or information already owned by the recipient
  - (2) Information that became publicly known or used after receiving disclosure and provision regardless of the responsibility of the recipient
  - (3) Information lawfully obtained from a third party who owns legitimate rights without the obligation of the protection of confidentiality
  - (4) Information independently developed by the recipient without reference to the disclosed information

## Article 3 (Confidentiality)

The recipient shall not disclose or leak confidential information disclosed to third parties. However, this shall not apply in cases when disclosing after obtaining prior written consent from the discloser and when disclosure is requested pursuant to the provisions of laws and ordinances. In addition, in case the recipient receives cooperation from a third party for the purpose of carrying out the Service, with obtaining the prior written consent from the discloser as described above, confidential information can be disclosed to the third party within the range necessary and minimal for the cooperation. However, in this case, under the recipient’s own responsibility, the recipient shall impose an obligation equivalent to what the recipient assumes under the Agreement on the third party, and shall be responsible for the acts of the third party.

2 In the proviso of the preceding paragraph, when disclosure is requested pursuant to the provisions of laws and ordinances, when it is arbitrary the recipient shall confirm in advance with the discloser whether or not disclosure is to be done, and when it is obligatory the recipient shall inform of the facts disclosed and the contents in writing.

3 In order to comply with the obligation of the protection of confidentiality stipulated in this Article, the recipient shall manage confidential information with a good manager’s attention.

4 The recipient can reproduce confidential information within the reasonably necessary range for the performance of the Service with the prior consent from the discloser. In addition, in case the recipient reproduces confidential information based on this paragraph, an indication that it is a secret attached to the confidential information shall also be attached to the reproduced material.

Article 4 (Prohibition of Use for Unintended Purposes)

The recipient shall not use confidential information for purposes other than the Service without obtaining prior written consent from the discloser.

Article 5 (Return of Confidential Information)

When the Service is completed or the discloser requests for return, the recipient shall promptly return or destroy confidential information and its reproduced materials in accordance with the instructions of the discloser. When the confidential information and its reproduced materials are destroyed, the recipient shall submit a document certifying the fact to the discloser.

Article 6 (Liability for Damage)

In case the recipient leaks confidential information of the discloser or violates the provisions stipulated in the Agreement, except for cases with reasons not attributable to oneself, the recipient shall be liable for direct and normal damage (including attorneys' fees within a reasonable range) to the discloser.

Article 7 (Prohibition of Transfer of Rights and Obligations)

Party A and Party B shall not transfer, give as security, or succeed all or a part of the rights and obligations arising under the Agreement to a third party without obtaining prior written consent from the other party.

Article 8 (Effective Period)

The effective period of the Agreement shall be one year from the date of conclusion of the Agreement, and if neither Party A nor Party B expresses to the other party the intention to terminate the Agreement in writing by 3 months before the expiration of the period of the Agreement, the Agreement shall be extended for another year, and the same shall apply afterward.

2 Even in case the Agreement is terminated due to the expiration of the period or termination and so on, Articles 3 to 5 are effective for 5 years after the termination of the Agreement, and Articles 6 to 9 are effective after the termination of the Agreement as long as the subject matters remain.

Article 9 (Governing Law, Court with Jurisdiction)

The Agreement shall abide by Japanese law and be interpreted in accordance with Japanese law.

2 In case Party A and Party B resolve disputes arising between Party A and Party B in relation to the Agreement by means of lawsuit, Tokyo District Court shall be the exclusive agreement court with jurisdiction of the first instance.

Article 10 (Consultation)

In case matters not stipulated in the Agreement and doubts in each provision of the Agreement arise, Party A and Party B shall decide upon consultation with sincerity.

As a proof of conclusion of the Agreement, this document is made in duplicate.