

# NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") by and between \_\_\_\_\_ residing at \_\_\_\_\_

(hereinafter the "COMPANY") and Kokusaika JP, Inc. residing at 2-11-6 Uchikanda, Chiyoda-ku, Tokyo 101-0047, JAPAN (hereinafter "KJP"), is entered into to provide for the confidentiality, protection and handling of Proprietary Information disclosed by the COMPANY to KJP for the purpose of "Source Code Clinic Service" (hereinafter "Purpose").

The COMPANY and KJP are also hereinafter individually referred to as the "Party" or "the disclosing party" or the "recipient" or collectively as the "Parties".

1. The term "Proprietary Information" means any and all information, in any form, whether of a technical or commercial nature, relating to the Purpose which is disclosed prior or subsequent to the date of this Agreement by the disclosing party to the recipient and identified by the disclosing party at the time of disclosure as being proprietary.

2. Proprietary Information shall not include information which, at the date of signature hereof, or thereafter becomes public domain, is known to the recipient prior to being disclosed by the disclosing party, is developed independently by the recipient, or is legally obtained by the recipient at any time from other sources who are not subject to proprietary restrictions. The recipient shall have the burden of proof in establishing any of the above mentioned exceptions.

3. The recipient agrees to use the Proprietary Information solely for the mutual benefit of parties in furtherance of the above stated Purpose, as specifically approved by the disclosing party, and agrees not to disclose the Proprietary Information to any third party or to any of its affiliates, employees or agents except as may be required to conduct the above mentioned Purpose. Any such disclosure to third parties shall be subject to the prior written consent of the disclosing party and shall be conditioned upon obtaining in advance a non-disclosure Agreement substantially in the form of this Agreement.

4. The recipient agrees to retain the Proprietary Information of the disclosing party in confidence and to exercise towards it at least the same degree of care and protection that it takes to safeguard its own Proprietary Information.

5. The Proprietary Information of each party, or any part thereof, whether capable of being copyrighted, patented, or otherwise registered at law, or not, is for the purposes of this Agreement acknowledged by the recipient as being the sole property of the disclosing party.

6. Nothing in this Agreement shall be construed as granting to the recipient any rights by license or otherwise, express or implied, to or in any of the disclosing party's patents, non-patented inventions or other intellectual property. No representation or warranty is made by the disclosing party with respect to information disclosed.

7. This Agreement may be terminated by the disclosing party at any time by written notice to the recipient. Otherwise this Agreement shall be terminated one year after the date of its signature. The obligations contained in Clause 3 of this Agreement shall remain in force throughout the period in which the recipient is actively engaged in the execution of the Purpose and without limit in time thereafter.

8. Promptly upon the termination of this Agreement, unless otherwise agreed in writing by both parties, each party shall return to the other all Proprietary Information of the other party that it has received or that is in its possession, together with all copies thereof, and will immediately cease to make further use or disclosure of such Proprietary Information.

9. Nothing herein (including the exchange of Proprietary Information hereunder) shall be deemed as obligating the parties to enter into any business relationship with respect to the Project or otherwise.

10. Each Party shall fully indemnify the other against any and all actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of any breach by a Party of any of the provisions of this Agreement or by any unauthorized disclosure or use of Proprietary Information by a third party or by any employee of any party to whom Proprietary Information has been disclosed or who has been allowed access thereto and acknowledges and confirms that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or indemnity or other pecuniary remedy but the other Party shall also be entitled in the event of any such breach to the remedies of injunction specific performance or other equitable relief in respect of any such breach. Nothing in this Clause 10 shall be construed as a waiver by either Party of any of its rights including rights to damages or indemnity or other pecuniary remedy.

11. Any controversy or claim of whatsoever nature arising out of or relating in any manner whatsoever to this Agreement or any breach of any terms of this Agreement shall be governed by and construed in accordance with the laws of Japan.

IN WITNESS WHEREOF: this Agreement has been signed by each of the Parties hereto.

For and on behalf of \_\_\_\_\_ (the COMPANY)

Title: .....

Name : . ..... Date:

Signature:

For and on behalf of Kokusaika JP, Inc. (KJP)

Title: President and CEO

Name: . Yoichi Suehiro.. Date:

Signature: