

## CONFIDENTIAL AND PROPRIETARY INFORMATION MUTUAL NON-DISCLOSURE AGREEMENT

\_\_\_\_\_ (below, called party A ) と sos613.com (below, called party B) . This agreement will maintain the following regulations when the private, business, personnel affair, technology, product, service information (below, called secret information) and others obtained from part A.

(First priority for this agreement)

1. When the regulation of this agreement is signed (below, called original contract), any contradiction occurs against the regulation. This agreement should be applied in first priority.

(Maintain secret)

2. I、Without a permission, part B obtained information from part A. The following behavior is not allowed.
  - ( 1 ) Leak out the information to third party
  - ( 2 ) not related to main business's usage (copy、reproduce and so on)II、in spite of last term, next each case will not applied in this agreement
  - ( 1 ) A thing is already well-known while disclosure
  - ( 2 ) A thing which became well-known, is not because of party B after disclosure
  - ( 3 ) A thing is opened legally by third party.
  - ( 4 ) A thing has already owned by party B before disclosure.
  - ( 5 ) A thing is developed by party B
  - ( 6 ) Information that there is a request of the disclosure from a court of law or government administration department and it is needed

(Return of secret information)

3. Party B must return secret or backup information to Party A promptly when a contract is finished or when there is a request from the Party A.

(Disclosure object)

4. (1) When party B needs to pass the secret information to its employees for the use of secret information from party A's assignment, those employees should also observe the regulations from this agreement.  
(2) The employees from the above case violate the regulations from this agreement. Party B should take the responsibility.

(Outsourcing)

5. When part B outsources a part or all of the job duties to third party, party B should also take all the responsibility to ensure third party to keep the regulations from this agreement.

(Report duty)

6. Party B should inform party A directly when some regulations from this agreement is violated

(Compensation for damage)

7. (1) When party A receives a damage or loss due to violation of the regulations from this agreement, party B should take the compensation for it.  
(2) The damage and loss caused by nature or something beyond our control will not be included in this compensation's regulation.

(Validate period)

8. (1) Effect should be continued after the day of this agreement signed.  
(2) Party B should retain the obligation from this agreement effectively even the job is ended.
9. If there is something not defined in this agreement, both parties should agree with the common business law.

Party A and B have 1 copy each of this agreement with signature sealing.

Date: Day                      Mon                      Year

Party A

Party B