

Confidentiality Agreement

This Confidentiality Agreement (“Agreement”), is made and entered into effective _____, 2017 (“Effective Date”) by and between ABC Japan K.K. (“ABC”) and DEF US Inc. (“DEF”) for the purpose of discussing potential business relationship (“Purpose”).

1. Confidential Information.

“Confidential Information” means non-public business and other information that may be disclosed or otherwise made available by one party (“Disclosing Party”) to the other Party (“Receiving Party”), in any form, that are marked or identified as confidential or proprietary at the time of disclosure.

2. Responsibilities Regarding Confidential Information.

Receiving Party will:

- (a) hold Disclosing Party’s Confidential Information in confidence and not disclose such Confidential Information to any third party;
- (b) not use Disclosing Party’s Confidential Information for any purpose except for the Purpose; and
- (c) take reasonable precautions to prevent unauthorized disclosure or use of Disclosing Party’s Confidential Information.

3. Exceptions.

- (a) Receiving Party’s obligations under this Agreement will not apply to any Confidential Information to the extent it:
 - (i) is now, or subsequently becomes, generally available through no wrongful act or omission of Receiving Party;
 - (ii) at the time of disclosure to Receiving Party, was known to such Receiving Party free of restriction; or
 - (iii) is independently developed by Receiving Party without using any Confidential Information of Disclosing Party.
- (b) Receiving Party may disclose Disclosing Party’s Confidential Information to the extent required by law or regulation.

(c) All Confidential Information disclosed under this Agreement will remain the property of Disclosing Party.

(d) Receiving Party may only disclose Disclosing Party's Confidential Information to its own employees, consultants and advisors who reasonably require it to carry out their function in connection with the Purpose and have agreed in writing to terms at least as protective as those set forth in this Agreement ("Representatives").

Receiving Party is responsible for any acts or omissions of its Representatives that, if taken by Receiving Party, would constitute a breach of this Agreement.

4. No License.

No license or right under any intellectual property right is granted under this Agreement or by any disclosure of Confidential Information except as expressly stated in this Agreement.

5. No warranty.

Disclosing Party warrants that it has the right to disclose Confidential Information but makes no other warranties, express or implied. CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS.

6. Term

Either party may terminate the Agreement in writing, and Receiving Party will stop all use and disclosure of Disclosing Party's Confidential Information. Regardless of any expiration or termination of this Agreement, Receiving Party must meet its obligations with respect to Confidential Information under this Agreement for three (3) years after receipt of that Confidential Information. Upon written request of the Disclosing Party, Receiving Party will promptly return to Disclosing Party or destroy Confidential Information of Disclosing Party.

7. Miscellaneous.

(a) This Agreement constitutes the entire agreement of the parties concerning this subject matter and supersedes any prior or contemporaneous written or oral agreements, understandings or representations.

(b) Neither party may assign this Agreement or any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other.

(c) Each party expressly consents to the jurisdiction of the Tokyo District Court in Japan.

(d) This Agreement is governed by the laws of Japan, excluding its conflict of law rules.

(e) A party's failure to enforce any provision of this Agreement will not constitute a waiver.

(f) Notices under this Agreement must be sent in writing to the addresses below or to such other address as a party has notified the other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the Effective Date.

ABC Japan K.K.

DEF US Inc.
