**NON-DISCLOSURE AGREEMENT**

 　　　　　　　　　　This Non-Disclosure Agreement ("NDA") is made and entered into by and between ("Receiving Party") and KYT CO., LTD. ("Disclosing Party") to ensure that the materials and data provided to the Receiving Party by the Disclosing Party for the work to be performed for the Disclosing Party by the Receiving Party is kept confidential.

**Article 1 [Definition of Confidential Information]**

For the purposes of this NDA, confidential information shall refer to the following:  All technical or commercial materials and all information equivalents disclosed to the Receiving Party by the Disclosing Party or customers of the Disclosing, either orally or in writing.

**Article 2 [Confidentiality]**

The Receiving Party shall not disclose, leak or use the confidential information, in whole or in part, under whatever pretext or in whatever way, including provision for an academic presentation or publication, dissemination via social media or the like, the licensing or transfer of technology, or the filing of a patent application.

**Article 3 [Handling of Confidential Information]**

The confidential information shall be handled as strictly confidential and shall only be taken out to prescribed locations related to the services. The confidential information shall not be copied without the consent of the Disclosing Party.

**Article 4 [Disposal and Return of Confidential Information]**

Straight after completion of the services to be rendered to the Disclosing Party, or immediately upon the request of the Disclosing Party and in accordance with the instructions of the Disclosing Party, the Receiving Party shall promptly return all concrete records containing the confidential information to the Disclosing Party or dispose thereof.

**Article 5 [Exceptions]**

This NDA shall not apply to confidential information which falls under any of the following:

1. Information which became part of the public domain through no willful misconduct or gross negligence on the part of the Receiving Party
2. Information identical to the disclosed materials or information which the Receiving Party can demonstrate was already lawfully in the possession of the Receiving Party at the time of disclosure by the Disclosing Party
3. Information that is identical to the disclosed materials, etc. which was lawfully received from a third party

**Article 6 [Period of Application]**

1. The term of this NDA shall be one (1) year from the date of its conclusion. Provided, however, that this NDA shall automatically renew for another one (1) year term, unless either party provides notice to the other of its intent to terminate this agreement not less than thirty (30) days before the end of the then current term.

1. Even if this NDA is terminated, the obligations set out in Article 2 hereof shall survive termination until such time as all confidential information falls under one of the items of Article

IN WITNESS WHEREOF, in duplicate, two (2) copies of this Agreement shall be made, and the parties hereto shall retain one copy each respectively.

year　　month　　day

 　　　　AA

 　　　　Disclosing Party:

7th Fl. Toranomon Kotohira Tower, 1-2-8 Toranomon, Minato-ku, Tokyo

KYT CO., LTD.

Hidetaka Tagusari, President & Representative Director