

CONFIDENTIALITY AGREEMENT

This Agreement is made on this (date) day of _____, 20____ ("Effective Date") by and between
(Discloser's name) _____
(Discloser's address) _____
(Recipient's name) _____
(Recipient's address) _____.

In consideration of the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree to the following terms and conditions:

2. Discloser shall disclose to Recipient confidential and proprietary Information of Discloser relating to intellectual property and related documents:

3. Recipient shall use said Information of Discloser only for the purpose of translation:

4. Recipient shall maintain said Information of Discloser in confidence and shall not disclose said Information to any party, and shall not use said Information in any way whatsoever, except as expressly provided herein. Nothing contained in this Agreement shall be deemed to give Recipient any rights whatsoever in and to said Information.

5. Upon the written request of Discloser, Recipient shall return all the Information of Discloser, or destroy such Information at the option of Discloser, except that one (1) copy of such Information may be retained by Recipient, solely for the purpose of monitoring its ongoing obligations hereunder.

6. The obligations of confidentiality and nonuse hereunder shall not apply to any Information which is or becomes publicly available through no fault of Recipient, or which was already known by Recipient before disclosure by Discloser as evidenced by written documents and records.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, assigns, and legal representatives.

8. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and shall not be amended orally, but only by an agreement in writing signed by both parties

that states that it is an amendment to this Agreement.

9. This Agreement shall be governed by the laws of Japan.

10. Each person signing this Agreement as Discloser or Recipient hereby represents that he/she is authorized to sign on behalf of the party represented by him/her.

AGREED TO AND ACCEPTED BY:

DISCLOSER'S SIGNATURE

DATE

RECIPIENT'S SIGNATURE

DATE