

## NON-DISCLOSURE AGREEMENT

To  
Koichi Tanaka  
President, *On the Wings of Osaka*

I hereby agree to abide by the following terms of non-disclosure upon becoming a regular member of *On the Wings of Osaka*.

### 1. Confidential information

“Confidential information” in this organization refers to one’s own technical, business and any other information that the members of the organization specified in paragraph 2 disclose to some or all of the other members, in writing, verbal or otherwise, when working in the activities of *On the Wings of Osaka*. However, only those information disclosed as documents or by tangibles shall be considered as “confidential information” if they are marked as confidential in the said documents or tangibles, while information disclosed by verbal or visual means shall be considered as “confidential information” if they are clearly specified as confidential before the disclosure, and disclosed in a document with the indication that the disclosure content is confidential and sent to the recipient of the information, within 30 days after disclosure.

However, the information listed below is not considered as confidential information.

- 1) Information already in possession of the recipient of the information at the time of disclosure.
- 2) Information that is already in public domain at the time of disclosure.
- 3) Information that has come in public domain due to a reason not attributable to the recipient of the information after the disclosure.
- 4) Information obtained legally from third parties who are not obligated to maintain confidentiality, after the disclosure.
- 5) Information disclosed by the disclosing party without imposing a confidentiality obligation on third parties, after the disclosure.

### 2. Non-disclosure

(1) A member shall keep the confidential information disclosed by other supporting members and regular members (hereinafter referred to as “members”) with the due care of a good manager, and shall not disclose, provide or leak to a third party without the written consent of the member concerned.

(2) A member may disclose the confidential information to the officers and employees of the company to which the member belongs, to the extent necessary for the purpose. In this case, the member concerned must have the officers and employees comply with the same confidentiality obligation as this Agreement and shall be entirely responsible for the handling of confidential information by the officers and employees.

(3) A member shall not disclose or leak confidential information to any third party without the prior written consent of the discloser for three years even after the member has relinquished membership.

Application Date: \_\_\_ \_\_\_ \_\_\_

Company name:

Address:

Representative:

SEAL