

CONFIDENTIALITY UNDERTAKING

The Applicant (hereinafter referred to as “Applicant” with details provided hereunder) hereby acknowledge and undertake that certain Confidential Information (as defined hereunder) may be disclosed to the Applicant from Arent Inc. (hereinafter referred to as “Company”) for the purpose of taking skills assessment test of the Company (hereinafter referred to as “Purpose”), and agree to abide by following terms and conditions.

Applicant	Address: Name:
Company	Address: 2-10-7 Hatchobori, Chuo-ku, Tokyo Name: Arent Inc. Representative Director, Fumitaka Sakai
Date	
Effective Term	From to
Renewal	Automatic renewal is NOT applicable to this undertaking.
Jurisdiction	Tokyo District Court
Notes	N/A

Article 1. Confidential Information

- 1.1 “Confidential Information” shall mean Trade Secrets and Personal Information.
- 1.2 “Trade Secrets” shall mean any information disclosed by the Company to the Applicant in order to achieve the Purpose, and which are valuable in business, technical, financial, and in other meaning, and/or which shall be deemed secret and specified or expressed to be secret.
- 1.3 Notwithstanding the foregoing, any of the following information shall not be considered as Trade Secrets in this undertaking:
 - (1) any information which is owned by the Applicant at the time of disclosure hereunder;
 - (2) any information which is within the public domain at the time of disclosure hereunder;
 - (3) any information which became part of the public domain after disclosure hereunder for reasons not attributable to the Applicant;
 - (4) any information which the Applicant obtained legally from any third-party free of any confidentiality obligation;
 - (5) any information which was independently developed by the Applicant without using Trade Secrets; or
 - (6) any information which the Company agreed in writing to be excluded from the Trade Secrets but shall be limited to information specified by such written document.
- 1.4 “Personal Information” shall mean any information disclosed by the Company to the Applicant and the business information of the Company which the Applicant obtained in the course of the Purpose, and such information shall be about an individual which can identify the specific individual by name, date of birth, identification number, symbol, code, image, voice or other description contained in such information (including such information as will allow easy reference to other information and will thereby enable the identification of the specific individual), or shall be under restriction or protection of applicable laws as “Personal Information”.

Article 2. Non-Disclosure Obligation

- 2.1 The Applicant shall keep the Confidential Information obtained in the course of the Purpose strictly confidential, and use such Confidential Information only for the Purpose. The Applicant shall be obliged not to disclose or leak the Confidential Information to any third party without prior written approval of the Company.
- 2.2 Notwithstanding the foregoing, the Applicant may disclose as little Confidential Information of the Company as necessary based on requirements of laws and regulation, orders, instructions or requests of judicial or administrative body. In such cases, the Applicant shall promptly notify the Company of those orders, instructions or requests when received.
- 2.3 The Applicant shall not copy or reproduce the Confidential Information more than necessary to achieve the Purpose.

Article 3. Handling of Confidential Information

- 3.1 The Applicant shall store the Confidential Information with due care of a prudent manager, and shall be obliged to take proper own protective action, or to make necessary, appropriate, and reasonable protective efforts so as not to cause any leakage of the Confidential Information in the process of receipt, use, store, return, deletion, discard, and other occasions.
- 3.2 The Company may, when deemed necessary, request the Applicant to report the protection status of the Confidential Information or conduct an audit in order to confirm the safe management of the Confidential Information by the Applicant. The Company may, in furtherance to the foregoing, instruct the Applicant to take improvement action when it deems necessary.
- 3.3 The Applicant shall treat the copy and reproduction of the Confidential Information in accordance with Article 2 and this Article.

Article 4. Deletion and Discard of Confidential Information

- 4.1 The Applicant shall, following the instruction of the Company, promptly delete or discard all tangibles (including those tangibles in which copied and reproduced Confidential Information are stored or saved) including but not limited to documents, charts, descriptions, reports, storage media in which the Confidential Information is stored or saved; or promptly delete or discard the Confidential Information (including the data itself) from storage media when:
 - (1) requested by the Company regardless of timing and reason thereof;
 - (2) it becomes impossible to continue the business under the employment agreement;
 - (3) the employment agreement has ended by termination, agreement, or whatsoever reasons thereof; or
 - (4) it becomes not necessary to keep the Confidential Information.

- 4.2 The Applicant shall not by whatever methods restore or reform and analyze the Confidential Information deleted or discarded in accordance with the preceding paragraph.

Article 5. Intellectual Property Rights

- 5.1 The disclosure of information by the Company to the Applicant shall not mean, expressly or impliedly, provision, giving, or transfer of any license to use or perform Trade Secrets, and patents, utility model rights, trademarks, design rights, copyrights, know-hows, and other intellectual property rights included in the Trade Secrets.
- 5.2 In cases that intellectual property rights or information which may be used to apply intellectual property rights are included in the Trade Secrets, the Applicant shall not, and shall not allow others including but not limited to its own directors, officers, or employees to, domestically or internationally, harm the rights and interests of the Company such as reverse-engineering, or filing applications of intellectual property rights with regards to such information.
- 5.3 Notwithstanding the foregoing, in cases that the Applicant obtained intellectual property rights thereof, the Applicant shall transfer such intellectual property rights (including rights set forth in Article 27 and Article 28 of Copyright Act) free of charge to the Company, and shall not exercise moral rights with regards to the work.

Article 6. Responsibility

- 6.1 The Applicant shall be liable for unauthorized computer access, loss, theft, destruction, manipulation, leakage, or other incidents which happened to the Confidential Information received, stored, or managed by the Applicant.
- 6.2 In cases that foregoing incidents happened, the Applicant shall promptly report the detail of such incidents to the Company, and take proper measures to prevent incurrence and/or expansion of damages, or other appropriate actions for said incidents. The Applicant shall, in furtherance to the foregoing measures, take measures as instructed by the Company.

Article 7. Indemnification

The Applicant shall indemnify the Company for any loss incurred by the Company due to breach of any provision of this undertaking, incidents, or other reasons attributable to the Applicant.

Article 8. Effective Term

The effective term of this undertaking shall be set forth hereabove on the cover page.

Swearing to comply with terms and conditions thereof, the Applicant hereby manually or digitally execute this undertaking.