

Unilateral Non-Disclosure Agreement

THIS UNILATERAL NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is entered by and between **INSERT COUNTERPARTY LEGAL ENTITY NAME (“XX”)** and Okinawa Institute of Science and Technology School Corporation (“**OIST**”) as of (**Month Date, Year**) (the “**Effective Date**”), to protect the confidentiality of certain confidential information of OIST to be disclosed to **XX** under this Agreement solely for use in the objective described in Appendix 1 (the “**Permitted Use**”). **XX** and OIST may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

1. As used herein, the “**Confidential Information**” shall mean, subject to the provisions of Section 2, any and all technical or non-technical and non-public, confidential or proprietary information disclosed by OIST to **XX**, which may include without limitation: (a) patent and patent applications; (b) trade secret; (c) proprietary information, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of OIST and including, without limitation, OIST’s information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information OIST provides regarding the third parties; and (d) the existence and content of the objective in the Permitted Use.

2. If the Confidential Information is embodied in tangible material (such as documents, drawings, pictures, graphics, software, hardware, graphs, charts, or disks), it shall be labeled as “Confidential” or bear a similar legend. If the Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure, and notified to **XX** without delay thereafter in writing.

3. Subject to the provisions of Section 4, **XX** agrees that at all times during the period provided in Section 13, it will hold in strict confidence and not disclose to any third party any Confidential Information, except as pre-approved in writing by OIST, and will use the Confidential Information for no purpose other than the Permitted Use. **XX** shall only permit access to the Confidential Information to its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

4. **XX** shall not have any obligation under this Agreement with respect to a specific portion of the Confidential Information if **XX** can demonstrate with competent evidence that such Confidential Information:

- (a) was in the public domain at the time it was communicated to **XX**;
- (b) was entered the public domain subsequent to the time it was communicated to **XX** through no fault of **XX**;

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- (c) was in **XX**'s possession free of any obligation of confidentiality at the time it was communicated to **XX**;
- (d) was rightfully communicated to **XX** free of any obligation of confidentiality subsequent to the time it was communicated to **XX**; or
- (e) was developed by employees or agents of **XX** who had no access to any information communicated to **XX**.

5. Notwithstanding the provisions of Section 3, **XX** may disclose certain Confidential Information, without violating the obligations of this Agreement, to the extent which the disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that **XX** provides OIST with reasonable prior written notice of such disclosure and makes a reasonable effort to perform, or to assist OIST in performing, a necessary procedure required by law and/or regulations to prevent or limit the disclosure and/or to require that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required.

6. **XX** agrees that any samples, prototypes, software programs or other tangible objects provided by OIST contain the Confidential Information and **XX** agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble such objects contained in the Confidential Information without the prior written consent of OIST.

7. **XX** shall immediately notify OIST upon discovery of any loss or unauthorized disclosure of the Confidential Information.

8. Upon termination or expiration of the Agreement, or upon written request of OIST, **XX** shall promptly return to OIST the Confidential Information and all copies thereof, or shall destroy all documents and other tangible materials representing the Confidential Information and all copies thereof and shall certify to OIST that all such documents and tangible materials (and all copies thereof) have been destroyed.

9. **XX** recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. **XX** shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

10. OIST HAS NOT MADE NOR DOES MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY IN THIS AGREEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION AND OIST SHALL NOT HAVE ANY LIABILITY UNDER THIS AGREEMENT TO **XX** RELATING TO OR RESULTING FROM USE OF THE CONFIDENTIAL INFORMATION OR FOR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

11. **XX** shall not reproduce the Confidential Information in any form except as required to accomplish the intent of this Agreement. Any reproduction by **XX** of any Confidential Information shall remain the property of OIST and shall contain any

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and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by OIST.

12. OIST may terminate this Agreement, with or without cause, at any time, upon thirty (30) day written notice to **XX**.

13. This Agreement shall terminate at the end of the Permitted Use Period described in the Appendix 1: Permitted Use, or pursuant to Section 12 above, whichever is earlier. However, Sections 1, 2, 3, 4, 5, 6, 7, 9, 11, 17 and 18 shall survive for the period of three (3) years after the termination of this Agreement, and Sections 10, 14, 15, 16 and 19 shall survive indefinitely after the termination of this Agreement.

14. This Agreement shall be governed by and construed in accordance with the laws of Japan without reference to conflict of laws principles. Parties agree that all disputes, controversies or differences which may arise between the Parties hereto, out of or in relation to or in connection with this Agreement shall be exclusively brought in the Naha District court for the first instance. This Agreement may not be amended except by a writing signed by both Parties hereto.

15. **XX** acknowledges that its breach of the Agreement may cause irreparable damage to OIST and hereby agrees that **XX** shall be responsible for direct and actual damages incurred to OIST caused by its breach and that OIST shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

16. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

17. **XX** shall not assign nor transfer any rights or obligations under this Agreement without the prior written consent of OIST, except that **XX** may assign the Agreement, with prior notice to OIST, to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets.

18. **XX** shall not export, directly or indirectly, any technical data acquired from OIST pursuant to this Agreement or any product utilizing any such data to any country for which the Japanese Governments or any agency thereof, at the time of export, requires an export license or other governmental approval, without first obtaining such license or approval.

19. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing by ten (10) day prior written notice.

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IN WITNESS WHEREOF, the Parties hereto have caused this Unilateral Non-Disclosure Agreement to be executed as of the Effective Date.

[XX]

***INSERT COUNTERPARTY LEGAL
ENTITY NAME,***

[OIST]

**OKINAWA INSTITUTE OF SCIENCE AND
TECHNOLOGY SCHOOL CORPORATION**

By: _____
(Name, Title)

Address:

By: _____
DANIEL ZAJFMAN, CEO

Address: 1919-1, TANCHI, ONNA,
KUNIGAMI, OKINAWA, JAPAN

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Appendix 1

Permitted Use

A) Objective
(Fill in the blank)

Example:

To evaluate the possibility of business relationship concerning █

B) Background (If any)
(Fill in the blank.)

C) Permitted Use Period