CCM-03-A Form 15

Non-Disclosure Agreement

(*Name of ITSEF*) (hereinafter referred to as “ITSEF”) and the Information-technology Promotion Agency, Japan (hereinafter referred to as “IPA”) agree that the following terms and conditions apply, when both ITSEF and IPA disclose the confidential information to each other in the course of ITSEF’s conducting evaluation services as the IT Security Evaluation Facility under the Japan Information Technology Security Evaluation and Certification Scheme and other incidental services (hereinafter collectively referred to as "Evaluation Services") as well as in the course of IPA’s providing certification services as the Certification Body under the Japan Information Technology Security Evaluation and Certification Scheme and other incidental services (hereinafter collectively referred to as “Certification Services”) .

(Purpose)

Article 1. The purpose of this agreement is to provide appropriate protection for the confidential information, which the following article defines, in the course of ITSEF’s conducting Evaluation Services and IPA’s providing Certification Services.

(Obligation of Confidentiality)

Article 2.

Article 2.1. "Confidential Information" shall mean the technical information, schematics, source codes and/or other information including business information which either party of ITSEF or IPA (the Disclosing party) discloses to the other party (the Receiving party) in the course of conducting Evaluation Services or providing Certification Services, and it shall be either of:

(1) information disclosed to the Receiving party in tangible form clearly labeled as confidential; or

(2) information disclosed to the Receiving party orally or in form other than those prescribed by the preceding item (1), identified as confidential at the time of disclosure, and within thirty(30) days after the disclosure, designated in writing as confidential with the concrete specification of the scope and the contents thereof.

Article 2.2. "Applicant‘s Confidential Information" shall mean the confidential information defined in the non-disclosure agreement, specified in the Article 5, between either ITSEF or IPA and the applicant for the certification and the evaluation under the Japan Information Technology Security Evaluation and Certification Scheme (hereinafter referred to as “Certification Applicant”) who will disclose such confidential information to ITSEF and/or IPA in the course of Evaluation Services and/or Certification Services.

Article 2.3. The Disclosing party shall ensure that Confidential Information, in the case of which contains Applicant‘s Confidential Information, is identifiable for the Receiving party by labeling or other suitable means.

Article 2.4. Notwithstanding the provision of Articles 2.1, either of the following information shall be excluded from Confidential Information that:

(1) is publicly available at the time of disclosure by the Disclosing party;

(2) becomes publicly available without any negligence nor willful acts of the Receiving party;

(3) is already possessed by the Receiving party prior to the time of disclosure or rightfully received by the Receiving party without obligation of confidentiality from a third party; or

(4) is, in the case of the Applicant‘s Confidential Information, approved by Certification Applicant in writing for disclosure.

Article 2.5. The Receiving party shall protect Confidential Information by using a reasonable degree of care, and shall not disclose to any third party without prior written approval of the Disclosing party (and Certification Applicant, in the case that Confidential Information includes Applicant’s Confidential Information).

Article 2.6. The provision of Article 2.5 shall not apply to the disclosure that:

(1) is made under the obligation based on the laws and regulations, to the right persons and to the extent required thereby; or

(2) is within the scope of necessary and minimum degree and is reasonably deemed as justifiable and reasonable by the Receiving party in light of general practice in Japan, such as the request from national or local governments.

The Receiving party shall give the Disclosing party (and Certification Applicant, in the case that Confidential Information includes Applicant’s Confidential Information) a notice of the disclosure according to this Article and its summary in writing without any delay.

Article 2.7. Any duplication, modification or editing of Confidential Information shall be treated as the Confidential Information under this Agreement. The same shall be applied to Applicant’s Confidential Information correspondingly.

(Prohibition against Use beyond the Bounds of the Purpose)

Article 3.

Article 3.1. The Receiving party shall not, without prior written approval of the Disclosing party (and Certification Applicant, in the case that Confidential Information includes Applicant’s Confidential Information), use Confidential Information for purposes other than Evaluation Services and/or Certification Services.

Article 3.2. The Receiving party shall not duplicate, modify and/or edit Confidential Information beyond the necessary bounds of conducting Evaluation Services and providing Certification Services.

(Liability)

Article 4. When ITSEF or IPA breaches any provisions of this Agreement, the other party is entitled to recover normal and direct damages incurred thereby. Under any legal causes, however, neither party shall be liable for special damages nor any lost profits or savings.

(Non-disclosure agreement with Certification Applicant)

Article 5. ITSEF shall, whenever the application for the certification and the evaluation is filed under the Japan Information Technology Security Evaluation and Certification Scheme, conclude an appropriate non-disclosure agreement (which shall be consistent with the provisions in this Agreement) with Certification Applicant each time.

(Expenses for preparation of this Agreement)

Article 6. Each party shall bear its own expenses incurred for preparing this Agreement.

(Changes to the Agreement Terms)

Article 7. Any change to this Agreement shall not be valid unless duly authorized representatives or attorneys of ITSEF and IPA sign it.

(Entire Agreement)

Article 8. This Agreement is the complete agreement regarding the subject matter as of the date of conclusion hereof, and if any inconsistency is found between this Agreement and all prior discussions, understandings, materials, proposals and communications between the parties, this Agreement shall supersede all the latter.

(No Transfer)

Article 9. Neither party, without prior written approval of the other party, shall transfer to any third party nor allow any third party to take over any rights or duties or the contractual status of this Agreement.

(Term)

Article 10.

Article 10.1.This Agreement shall become effective on the date of conclusion hereof and shall be valid for the period of two(2) years unless otherwise agreed. Without any written offer to terminate this Agreement from any party within no later than three(3) months prior to the termination of this Agreement, this Agreement shall be extended for another two(2) years automatically. The same shall be applied to the subsequent extension.

Article 10.2. Notwithstanding Article 10.1, when ITSEF will be revoked as an IT Security Evaluation Facility under Japan IT Security Evaluation and Certification Scheme, or when ITSEF will terminate its Evaluation Services, this Agreement shall be terminated by rights automatically at the time of the revocation or the termination of its Evaluation Services.

(Survival Clause)

Article 11. The provisions contained in Article 2 (Obligation of Confidentiality), Article 3 (Prohibition against Use beyond the Bounds of the Purpose) and Article 4 (Liability) shall remain effective after the termination of this Agreement.

(Governing Law)

Article 12. This Agreement shall be governed by the laws of Japan.

(Forum)

Article 13. Both parties agree that Tokyo District Court shall have exclusive jurisdiction as the court of the first instance over any dispute and action regarding this Agreement.

IN WITNESS WHEREOF, the parties hereof have caused this Agreement to be executed by their duly authorized representatives in two originals, each holding one copy.

Date:

ITSEF :

(*Address*)

(*Name of ITSEF*)

(*Person responsible for the Application*) (*Signature*)

(*Title/Division*)

IPA :

2-28-8 Honkomagome, Bunkyo-Ku, Tokyo

Information-technology Promotion Agency, Japan

Commissioner SAITO Yutaka (*Signature*)