Nondisclosure Agreement

The National Institutes of Biomedical Innovation, Health and Nutrition (“Party A”) and \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Party B”) hereby enter into a nondisclosure agreement as follows (this “Agreement”) in connection with the handling of the information disclosed or made accessible by Party A or any other organization participating in Party A’s project entitled “Cross-ministerial Strategic Innovation Promotion Program: Innovative AI Hospital System” (the “Project”) through attendance at the meetings for the Project.

# (Confidential Information)

“Confidential Information” herein means any technical information or other information arising in the course of any research or development that has been disclosed to Party B by Party A or any other organization participating in the Project with the indication of confidential at the time of the disclosure, the existence, and content of this Agreement and any other information. Notwithstanding the foregoing, any of the following information shall be excluded from the Confidential Information insofar as the recipient party can prove the ground therefor in writing:

### Any information that has been already possessed by the recipient party at the time of the disclosure

### Any information that has been acquired after the lawful disclosure from any third party without owing any duty of confidentiality

### Any information that has been independently acquired or created after the disclosure without reference to any information disclosed by the other party

### Any information that has been already publicly known at the time of the disclosure

### Any information that has become publicly known after the disclosure with no fault of the recipient party

# (Handling of Confidential Information)

## Party B shall abide by the following in handling any Confidential Information disclosed by Party A and any other organization participating in the Project or any recording medium or other material containing any Confidential Information (including any copy and reproduction thereof, the “Confidential Information”):

### Party B shall strictly store and manage any Confidential Information disclosed by Party A and any other organization participating in the Project with the due care of diligent manager.

### Party B shall not use any Confidential Information for any purpose other than for this transaction.

### In the event of making any copy of any Confidential Information, Party B shall make such copy only to the extent of the purpose for this transaction and shall store and manage such copy in the same manner as the original copies.

### Party B shall immediately provide a written notice to the other party if any leakage, loss, theft, unauthorized use, or whatsoever has occurred or it becomes aware of the risk of the same.

## Unless otherwise provided in the following paragraph, Party B must obtain the prior written approval of the other party if it intends to disclose any Confidential Information to any third party. In such event, Party B shall impose the same duties as it owes hereunder upon such third party and be liable for the compliance by such third party with the same.

## If the disclosure of any Confidential Information has been obligated under the applicable law, Party A or B shall provide a prior notice to the other party and comply with the instructions by such other party with respect to the disclosure of the same to the extent possible.

# (Duty of Return)

## Party B shall immediately return or destroy any recording medium or material or the copies thereof that contains any Confidential Information disclosed hereunder by Party A or any other organization participating in the Project (the “Recording Medium”) in accordance with the instructions of the other party if such Recording Medium is no longer necessary or upon the request from such other party.

## In the event as provided in the preceding paragraph, if any Recording Medium possessed by itself contains any Confidential Information, Party B shall delete such Confidential Information and report such deletion (or the effect that no Confidential Information is contained in such Recording Medium possessed by itself if it is applicable) to Party A and any other organization participating in the Project.

# (Disclaimer)

## Neither Party A nor any organization participating in the Project warrants the completeness, accuracy, utility, or whatsoever with respect to any Confidential Information disclosed to the other party hereunder or is liable for any damages or any infringement of patent rights or other rights arising from the use of such Confidential Information.

# (No License of Rights)

## In no event shall the execution of this Agreement or the disclosure of any information under this Agreement grant the other party any license with respect to any patent or other right or secure the commencement of any transaction between the parties hereto.

# (Intellectual Property Right)

## If based on any Confidential Information disclosed by Party A and any other organization participating in the Project, Party B has created any invention, device, design, plant variation, program work or database work of authorship, layout of semiconductor integrated circuit, or know-how, Party B shall immediately provide a notice to the other party and determine the ownership, handling and whatsoever with respect to the rights therefor through a separate consultation with such other party.

# (Damages)

In the event where Party B, any of its current or past employees or any third party as provided in Section 2.2 has committed a breach of this Agreement (e.g., disclosure of any Confidential Information Etc. of the other party), Party B must immediately implement such measures as deemed necessary by such other party and indemnify such other party from any damages.

# (Effective Term)

The effective term of this Agreement shall commence on the date of execution of this Agreement and remain in force for five (5) years thereafter. If Parties A and B elect to extend the term of this Agreement through the consultation between the parties hereto no later than one (1) month prior to the expiry of such term, Parties A and B shall enter into a minute of understanding for such amendment to the agreement.

# (Consultation)

Any matter not provided herein or any doubt arising with respect to this Agreement shall be settled through the consultation between the parties hereto.

# (Jurisdiction)

Any dispute in connection with this Agreement shall be subject to the exclusive jurisdiction of the Osaka District Court for the first instance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) counterparts by attaching their signature or their names and seals thereto and retain one (1) copy for each.

(Month) (Day), (Year)

Party A: 6-8 Saitoasagi 7-chome, Ibaraki-shi, Osaka

National Institutes of Biomedical Innovation, Health and Nutrition

Yoshihiro Yoneda, Director General

Party B: Y-Y YY Y-chome, YY-ku, Tokyo

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YY, Representative Director and President