

## APPENDIX B

### Non-disclosure Agreement

This Non-Disclosure Agreement (“Agreement”) is made and entered into as of this xx day of xxx, 2024 (the “Effective Date”), between the Chicago office of Japan External Trade Organization (“JETRO” or a “Party”), located at 1 E. Wacker Drive, Suite 3350, Chicago, IL 60601, and contractor (“The Representative” or a “Party”), located at [REDACTED]. (JETRO and the The Representative may be referred to collectively in this Agreement as the “Parties,” and individually as a “Party”).

1. Purpose of Disclosure (“Purpose”). JETRO wishes to discuss with the The Representative opportunities for possible business support for North American companies interested in investing in Japan, and in connection with such discussions or in the conduct of any resulting business support, JETRO may disclose or make available to the The Representative certain information which JETRO desires the The Representative to treat as confidential. To ensure the protection of such Confidential Information (as defined in Section 2 below) and in consideration of the agreement to exchange information, the Parties agree as follows:

2. Confidential Information. “Confidential Information” means all information and materials of a confidential, secret or proprietary nature disclosed by or on behalf of JETRO or any of its affiliates (the “disclosing Party”) to the The Representative (the “receiving Party”) in the course of discussions or activities related to the purpose of disclosure described in Section 1 above (the “Purpose”), before or during the term of this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, information and materials regarding: personal information, company lists, market reports, proposals, contracts, technical and/or financial information and other data or information, in each case whether or not identified or marked as “confidential,” and including all documents, presentations, information, reports, materials, evaluations and copies of the receiving Party to the extent incorporating or generated from any of the foregoing information of the disclosing Party. The disclosing Party’s Confidential Information may also include information obtained by the disclosing Party from its client companies or other third parties who have entrusted their confidential information to the disclosing Party.

Confidential Information shall not, however, include any information which the receiving Party can establish by written records: (i) was publicly known and generally available in the public domain prior to the time of disclosure by the disclosing Party to the receiving Party; (ii) becomes publicly known and generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party or any of its

employees or agents; (iii) was already in possession of the receiving Party, as evidenced by receiving Party's contemporaneous records, immediately prior to the time of disclosure to the receiving Party by the disclosing Party; (iv) is obtained by the receiving Party from a third party who has a right to disclose such information free of any obligation of confidentiality and who is not providing such information on behalf of the disclosing Party; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information and other than under an agreement with the disclosing Party.

3. Non-Use and Non-Disclosure of Confidential Information. The receiving Party agrees not to, directly or indirectly, use or allow any third party to use, any Confidential Information of the disclosing Party for any purpose other than the Purpose or as otherwise approved in writing by the disclosing Party. The receiving Party agrees not to disclose any Confidential Information of the disclosing Party to any third party or to receiving Party's employees, except to those employees or consultants of the receiving Party or any of its affiliates who have a specific need to know such information in order to advise the receiving Party with respect to the Purpose and who are bound by written or professional obligations of confidentiality and restrictions on use that apply to Confidential Information of the disclosing Party and are at least as stringent as those set forth in this Agreement.

4. Disclosure Required by Law. Notwithstanding anything in this Agreement to the contrary, the receiving Party may disclose Confidential Information of disclosing Party to the extent such disclosure is required by applicable law, including pursuant to subpoena or other court order, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and cooperates with the disclosing Party's efforts to limit the scope of the information to be provided or to obtain an order protecting the information from public disclosure. This Agreement may also be disclosed to the extent required under the [Japanese statute titled](#) Act on Access to Information Held by Incorporated Administrative Agency (December 5, 2001, Law 140).

5. Maintenance of Confidentiality. The receiving Party shall take at least those measures to protect the confidentiality of the Confidential Information of the disclosing Party, and to prevent unauthorized use of such Confidential Information, as the receiving Party uses to protect its own confidential information of a similar nature, but not less than reasonable care.

6. No Obligation. Nothing in this Agreement shall obligate [any](#) Party to disclose any Confidential Information, to enter into any other agreement, or to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose.

7. No Warranty. All confidential information is provided "as is." [None of the parties](#) make any warranties, express, implied or otherwise, to the other party regarding the accuracy, completeness or performance of confidential information disclosed under this agreement except that it has the right to disclose such confidential information under this agreement.

8. Return of Materials. The receiving Party shall return to the disclosing Party all of the disclosing Party's Confidential Information in its possession and destroy or delete from its equipment all materials containing Confidential Information. One copy of such Confidential Information may be retained by the receiving Party for the purpose of complying with this Agreement. The return of Confidential Information shall not affect the obligations of the receiving Party to treat the Confidential Information as confidential and to restrict its use thereof.

9. Property. The Confidential Information shall at all times remain the property of the disclosing Party. For the avoidance of doubt, information provided by each respective Party with respect to the terms of the potential transaction shall be deemed to be the property of such Party.

10. Term. The obligations of the receiving Party under this Agreement with regard to non-disclosure and restrictions on use of Confidential Information of the disclosing Party disclosed under this Agreement shall survive any termination or expiration of any Services Agreement, and shall continue in effect for a period ending five (5) years after the date of termination or expiration of this Agreement.

11. Remedies. The receiving Party agrees that in the event of any breach or threatened breach of this Agreement by the receiving Party or its officers, employees, consultants, or agents, the disclosing Party shall be entitled to compensation for actual damages for any loss incurred by reason of such breach or threatened breach, including all reasonable attorneys' fees and costs. The receiving Party further agrees that any such breach or threatened breach of this Agreement may result in irreparable injury to the disclosing Party, for which monetary damages may be an inadequate remedy, and agrees that the disclosing Party shall be entitled to temporary and permanent injunctive relief as necessary to restrain such breach or threatened breach and to otherwise specifically enforce the provisions of this Agreement.

12. Material Inside Information. Each Party acknowledges that it is aware that U.S. [and Japanese](#) securities laws restrict persons with material non-public information about a company obtained directly or indirectly from that company under obligations of confidentiality from purchasing or selling securities of such company, or from

communicating such information to any other person. Each Party hereby agrees and undertakes to comply with any such provisions and to use its reasonable efforts to cause its the Representatives to comply with such provisions, in each case to the extent and where applicable.

13. Dispute Resolution. The Parties shall use all reasonable efforts to resolve any disputes, controversies or differences arising out of or in connection with this Agreement amicably, including the use of a mutually agreeable, non-binding mediation procedure. Any dispute which cannot be settled by mutual agreement or mediation shall be finally and exclusively settled by arbitration held in Chicago, IL and conducted by the American Arbitration Association (“AAA”) in accordance with the International Arbitration rules of the AAA, as modified or amended by the following provisions. Arbitration shall be by three (3) arbitrators, one chosen by each of the Parties.

14. Miscellaneous. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and permitted assignees. Neither of the Parties may assign this Agreement without the prior written consent of the other Party. This Agreement shall be governed by the laws of Illinois without reference to conflict of laws principles. This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or of any other provision. Each Party shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement without the need for a bond or to prove harm. This Agreement may not be amended, nor any obligation waived, except by a written document signed by both Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to constitute one agreement. It is understood and agreed that if facsimile copies of this Agreement bearing facsimile signatures are exchanged between the Parties, such copies shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding, and enforceable as if such signed facsimile copies were original documents bearing original signature.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date and year written above.

For JETRO:

For The Representative:

\_\_\_\_\_  
NAME: Hiroyuki Nemoto  
TITLE: Chief Executive Director

\_\_\_\_\_  
NAME:  
TITLE: