

[NOTE]

Before you deliver this documents, please confirm to fill out all of the items for NTT-EAST as follows;

-**Your company name** ( [ ] at 2nd lines from the top)

-**Date** (the end of this documents)

-**Name** (the end of this documents)

-**Signature** (the end of this documents)

-**Position** (the end of this documents)

-**Company** (the end of this documents)

-**Company's address** (the end of this documents)

## Oath of Confidentiality

In implementing a procurement activity conducted by NIPPON TELEGRAPH AND TELEPHONE EAST CORPORATION ("NTT EAST"), [ ] ("Recipient") takes an oath as described below, regarding the handling and protection of corporate confidential information pertaining to NTT EAST ("NTT EAST's Information") to be disclosed on the procurement documentation and NTT EAST's procurement information home page ("Home Page"), along with related matters.

### Article 1 (Definition of NTT EAST's Information)

The NTT EAST's Information covered herein refers to information obtained by the Recipient on the procurement documentation and on the Home Page owned by NTT EAST, along with NTT EAST's corporate confidential information, including NTT EAST's know-how and ideas. Accounts and passwords shall also be construed as NTT EAST's Information.

Xerox copies of the procurement documentation, printouts of an electronic file on paper or other medium, and reproductions of an electronic file (including partial reproductions of data) shall also be handled as NTT EAST's Information.

### Article 2 (Responsibility for controlling information)

The signer hereof shall be the person responsible for handling NTT EAST's Information obtained by the Recipient ("Information Administrator") and shall be responsible for the confidentiality thereof.

### Article 3 (Non-disclosure, non-use, and handling of NTT EAST's Information)

The Recipient shall protect the confidentiality of NTT EAST's Information. The Recipient agrees to use the NTT EAST's Information that the Recipient has received, only for examining proposals regarding a procurement activity to be conducted by NTT EAST or for other related purposes. The Recipient also agrees that reproductions must be limited to cases where such reproductions are necessary for such purposes.

The Recipient shall dispose of NTT EAST's Information concerning the procurement project by incineration or deletion, whether corporeal or incorporeal, within 30 days after it is decided that the Recipient ceases to join the procurement project or after the Recipient received a rejection notice regarding the procurement project.

### Article 4 (Attribution and non-guarantee of NTT EAST's Information)

All of NTT EAST's Information shall be attributed to NTT EAST. The disclosure of any part of NTT EAST's Information to the Recipient shall not be construed as the licensing of any trademark, patent, copyright, or other intellectual property whatsoever, whether implicit or not.

Article 5 (Period/completion)

The Recipient agrees that the account and password given to the Recipient in exchange hereof shall only be effective for one year. The obligation of the Recipient to protect any information shall remain effective during and even after the expiration of the Recipient's account and password. The Recipient agrees that the said obligation will end five years after the disclosure date of the NTT EAST's Information involved.

Article 6 (Damages compensation)

If NTT EAST undergoes any damage for a reason attributable to the Recipient regarding any provision hereof, the Recipient shall compensate for the damages.

Date: \_\_\_\_\_

Name: \_\_\_\_\_(Signature)

\_\_\_\_\_ (Please print)

Position: \_\_\_\_\_

Company: \_\_\_\_\_

Company's address: \_\_\_\_\_