

Date:

NTT DoCoMo, Inc.
SANNO PARK TOWER 35F
2-11-1 NAGATA-CHO
CHIYODA-KU, TOKYO
100-6150, JAPAN
Attention: Procurement and Supply Department

Name of company: _____
Address: _____
Title: _____
Name: _____ [Seal]

Confidentiality Agreement
(English Translation)

< _____ > (“Company”) hereby agrees to comply with the terms and conditions as set forth below with respect to any information disclosed by NTT DoCoMo, Inc. (“DoCoMo”) in relation to the Request conducted by DoCoMo for one (1) year from the effective date of this Agreement.

1. Confidentiality Obligation

The Company shall protect and preserve the confidentiality and secrecy of all the information disclosed by DoCoMo, including, but not limited to, DoCoMo’s know-how, ideas, drawings, specifications, data, the content of the “Request” for procurement, and any information in relation to the user identification number (collectively, “Confidential Information”) and shall not disclose or divulge any Confidential Information to any third party.

2. Purpose

The Company shall use the Confidential Information solely for the purpose of preparing the proposals for the Request conducted by DoCoMo and shall not use the same for any other purposes.

3. Preservation of Confidential Information

The individual whose signature appears on this Agreement shall be the Company’s person responsible for handling the Confidential Information. The Company shall keep all the documents or other electromagnetic record media with respect to the Confidential Information with all copies made thereof physically and logically separate from other documents and materials, and shall be responsible for preserving the same under adequate care of good custodian.

4. Return

When the Confidential Information becomes no longer necessary to the Company or when a return request was made by DoCoMo, the Company shall, at the instruction of DoCoMo, return promptly to DoCoMo or destroy all documents or other electromagnetic record media with respect to the Confidential Information with all copies made thereof.

5. Property of DoCoMo

All the rights, including, but not limited to, ideas, know-how, copyrights, patents and other intellectual property rights, with respect to the Confidential Information shall remain the sole and exclusive property of DoCoMo, and the Company agrees and acknowledges that no other license or rights are granted or conveyed to DoCoMo by the Company except the limited license to use the Confidential Information as described in this Agreement.

6. No Warranty

The Company agrees and acknowledges that no warranty is made by DoCoMo as to the accuracy, completeness, usefulness, fitness for particular purpose or non-infringement of third party rights including third party’s intellectual property rights.

7. Damages

The Company agrees to compensate DoCoMo all damages arising from the Company's breach of this Agreement.

8. Governing Law

The Company agrees and acknowledges that this Agreement shall be governed and construed by the laws of Japan.

9. Language

The official version of this Agreement shall be the version of the Japanese language.

End

Purpose for collecting Personal Information:

The applicant name, company name, address, and other Personal Information in the form will be used by DoCoMo for contacting the applicant. DoCoMo does not use Personal Information for purposes other than contacting the applicant and does not disclose Personal Information to third parties without applicant's consent.