

Non-Disclosure Agreement
(Contract number: DSR-21-001)

Parties to this Agreement (the person referred to in Exhibit 1 shall be referred to as "parties") agrees to the following regarding the handling of confidential information disclosed mutually between the parties.

Article 1 (Purpose)

The purpose of this Agreement is to establish the confidentiality of confidential information disclosed to each other between the parties in conducting research (hereinafter referred to as the "Purpose") regarding the possibility of transactions related to the efficiency of coordination/coordination operations and the maximization of the negotiation results (hereinafter referred to as the "Transaction").

Article 2 (Confidential Information)

1. Confidential information in this Agreement is technical or business information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party") in connection with the Purposes of this Agreement. The confidential information shall mean one of the following items.

(1) Information disclosed by tangible materials or electronic data such as technical materials, drawings, and other related materials that clearly indicate that it is confidential.

(2) Information disclosed verbally after notifying the fact that it is confidential, and the content of such information is written or recorded as electronic data within 30 days after such oral disclosure and provided clearly in such document or electronic data.

2. Notwithstanding the provisions of the preceding paragraph, information that the Receiving Party proves to fall under any of the following items shall not be treated as confidential information in this Agreement.

(1) Information that was already known or already held by the Receiving Party at the time of disclosure.

(2) Information that has become known without the responsibility of the Receiving Party after disclosure.

(3) Information legally obtained by the Receiving Party from a third party without any obligation to maintain confidentiality.

(4) Information independently developed by the Receiving Party.

Article 3 (Confidentiality)

1. The Receiving Party shall not disclose or divulge disclosing party confidential information to any third party other than the parties without disclosing party's prior written consent. Provided, however, that if a government agency, court, or other party requires disclosure in accordance with laws and regulations, the Receiving Party will notify Disclosing Party in advance that Disclosing Party confidential information will be disclosed to those parties to the extent permitted by law, giving them the opportunity to take the necessary procedures to prevent the disclosure of confidential information. Such confidential information may be disclosed to these parties. In this case, the Receiving Party shall request the disclosing party to be treated in accordance with the confidentiality of such confidential information.

2. In order to comply with the confidentiality obligations set forth in this Agreement, the

Receiving Party shall manage confidential information with the care of a good manager.

3. The Receiving Party shall disclose confidential information only to its officers and employees who need to know such confidential information and imposes the same obligations on such officers and employees as the confidentiality obligations imposed on them under this Agreement.
4. The Receiving Party may only reproduce confidential information to the extent reasonably necessary to implement this Purpose. If the Receiving Party reproduces confidential information under this section, it shall attach a notice, copyright notice, or other indication to the copy that it includes the confidential information.
5. Notwithstanding paragraph 1, The Receiving Party may disclose the Disclosing Party's confidential information to its subsidiaries (the company that directly or indirectly holds a majority of its voting shares, hereinafter referred to as "Subsidiaries") only to the extent reasonably necessary for this purpose. In this case, The Receiving Party shall impose an obligation on the Subsidiaries to the same level as the confidentiality obligation imposed on it under this Agreement and shall be liable for any breach of Subsidiaries.

Article 4 (Prohibition of Non-Purpose Use)

The Receiving Party shall not use the Disclosing Party's confidential information for any purpose other than this purpose without the prior written consent of the Disclosing Party.

Article 5 (Intellectual Property Rights)

1. The handling of All results of inventions, designs, trademarks, know-how, computer programs, copyrights, etc. (hereinafter referred to as "inventions, etc.") arising in the course of this purpose shall be as follows.

- (1) Inventions, etc. developed independently by each party and intellectual property rights related thereto shall belong solely to each party who made the invention, etc.
- (2) Inventions, etc. jointly developed by some of the parties, and intellectual property rights shall be shared by the parties related to the invention, etc., and their share shall be determined by consultation according to the degree of contribution of each party in the invention, etc.

2. When filing an application for industrial property rights with regard to inventions, etc. that belong to the sharing of a plurality of parties pursuant to item (2) of the preceding paragraph, the co-owners shall decide the handling by consultation.

Article 6 (Return of Confidential Information)

The Receiving Party shall immediately return or dispose of confidential information and its copies in the end of this purpose or upon request from the Disclosing Party. provided, however, that if the Receiving Party has an obligation to retain the confidential information based on laws and regulations, or if it is recognized that the confidential information cannot be returned or discarded for a reasonable reason, this shall not apply, but in this case, the Confidential Information shall not be used for any purpose other than the Purpose of the obligation to hold the confidential information, etc. after notifying the Disclosing Party to that situation.

Article 7 (Warranty)

The Disclosing Party shall not be liable for any confidential information disclosed to the Receiving Party under this Agreement and for any infringement of any intellectual property rights of any third party, including with respect to its use.

Article 8 (Damages)

The Receiving Party shall be liable to compensate the Disclosing Party for any damages incurred by the Disclosing Party due to the breach of this Agreement. Provided, however, that The Receiving Party shall not be liable for any damages (including cases where damage should have been foreseen) or indirect damages incurred by the Disclosing Party arising from special circumstances in any case.

Article 9 (Negation)

1. Nothing in this Agreement imposes an obligation on each party to disclose confidential information.
2. The Disclosing Party does not grant the Receiving Party any rights to confidential information under this Agreement, except as expressly provided in this Agreement.
3. This Agreement does not guarantee that each party will commence any transaction for this purpose by disclosing confidential information to other parties under this Agreement.

Article 10 (Prohibition of Transfer of Rights and Obligations)

Each party shall not assign, pledge nor succeed to any third party all or part of the rights and obligations arising out of this Agreement without the prior written consent of all other parties.

Article 11 (Validity period of contract)

1. This Agreement is valid from April 23, 2021 to April 22, 2023.
2. Even if this Agreement ends due to the expiration, cancellation, etc. of the period, the provisions of Articles 2 to 4 for three years after the termination of this Agreement, the provisions of Articles 5.2 to 14 shall remain in effect as long as the subject matter exists.

Article 12 (Governing Law)

The interpretation of this Agreement shall be in accordance with the laws of Japan.

Article 13 (Entire Agreement, Change of the Agreement)

This Agreement is the sole agreement on the handling of confidential information and shall replace any prior oral or written agreement. This Agreement shall not be changed without the written agreement of the parties.

Article 14 (Resolution of Consultations)

1. In the event of any doubt or dispute arising over the interpretation of the terms of this Agreement and matters not stipulated in this Agreement, each party shall consult and resolve in good faith.
2. If it cannot be resolved by the consultation set forth in the preceding paragraph, the Tokyo District Court shall be the exclusive court of jurisdiction.

Article 15 (form of agreement under this Agreement)

Each party shall submit one copy of each Agreement to NEC Corporation as proof of conclusion of this Agreement, with the name and seal on the agreement on Appendix 2, and NEC Corporation shall distribute a copy of the agreement of all parties to each party.

Article 16 (Addition of Parties)

If, after the conclusion of this Agreement, any person other than each party (hereinafter

referred to as the "New Party") wishes to participate in the Purpose, NEC shall have the new party submit a written consent form of Exhibit 2 and affixed to the new party. After receiving the consent form, NEC Corporation shall decide solely whether or not the new party may participate based on the content thereof, and if it allows participation, take the following measures.

- (1) Distribution of a copy of the agreement of the new party and a copy of Exhibit 1 after the update to all other parties
- (2) Distribution of a copy of the consent form of all other parties and a copy of Exhibit 1 after the update to the new party

Exhibit 1
List of parties
(In no particular order, titles omitted)

Submission to: Automated Negotiation SCM Consortium Secretariat

Year Month Day

"Non-Disclosure Agreement" Consent Form

In conducting a review regarding the possibility of transactions related to the efficiency of coordination/negotiation operations and maximizing the results of negotiations, I agree to the contents of the "Nondisclosure Agreement" (contract number: DSR-21-001) regarding the handling of confidential information disclosed to each other between the parties.

Legal entity name:

Department name:

Name of representative:

Contact information (location, contact person):