

Confidential agreement

Article:1 (Purpose)

1. The purpose of this Agreement is to provide the confidentiality obligations of the confidential information that either party "Japan real estate" (hereinafter the "Disclosing Party") discloses to the other party "*****"(hereinafter the "Receiving Party") in connection with considering the feasibility of carrying out a joint project in regard to investment in Japan.(hereinafter the "Purpose").

Article:2 (Confidential Information)

1 "Confidential Information" shall mean (i) the terms and conditions of this Agreement and (ii) the information which is disclosed to the Receiving Party by the Disclosing Party in any manner, whether orally, visually or in tangible form (including but not limited to in writing) in connection with the Purpose.

2 Notwithstanding the foregoing Paragraph, Confidential Information shall not include the following:

- (1) any information that is publicly known at the time of the disclosure;
- (2) any information that becomes publicly known through no breach of this Agreement after the disclosure;
- (3) any information that is known by the Receiving Party at the time of the disclosure;
- (4) any information that has legally been obtained by the Receiving Party from a third party as to which information the Receiving Party owes no confidentiality obligation; or
- (5) any information that has been independently developed by the Receiving Party without reference to or use of Confidential Information disclosed by the Disclosing Party.

Article:3 (Confidentiality)

1 The Receiving Party shall manage the Confidential Information with the same degree of care as that of a prudent manager, and shall not disclose or divulge any Confidential Information to any third party without the prior written approval of the Disclosing Party.

2. The Receiving Party shall use the Confidential Information only for purposes directly related to the Purpose, and shall not use such Confidential Information for any other purposes without the prior written approval of the Disclosing Party.

Article:4 (Disclosure to Employees)

1 The Receiving Party may disclose the Confidential Information,

- (1) to its employees, officers, or directors (hereinafter collectively the "Employees"), who needs

to know such Confidential Information related to the Purpose, or (2) to the Receiving Party's lawyers, certified public accountants, tax accountants, other professional advisers who have a duty of confidentiality under the Laws, , provided, however, that any such disclosure shall only limited to the extent reasonably necessary and the Receiving Party shall impose on the Employees confidentiality obligations which are substantially the same as those which the Receiving Party owes to the Disclosing Party hereunder.

2 In case that the Receiving Party is required to disclose any Confidential Information by law, a binding order issued any court or administrative body, or lawful requirements of any stock exchange, the Receiving Party may disclose the Confidential Information pursuant to such requirement, provided, however, that the Receiving Party shall promptly and prior to the said disclosure (if possible) notify the Disclosing Party of such requirement, so that the Disclosing Party may seek an appropriate protective order and disclose only the portion of Confidential Information that is necessary to comply with such requirement.

Article:5 (Prohibition on Unauthorized Reproduction)

The Receiving Party shall not, without prior consent of the Disclosing Party, (i) copy or reproduce the Confidential Information except only as necessary in furtherance of the Purpose, nor (ii) alter nor modify the Confidential Information.

Article:6 (Return and Destruction of Confidential Information)

Upon the the completion or termination of the Purpose or the termination of this Agreement, whichever is earlier, or at such time as the Disclosing Party so request, the Receiving Party shall return to the Disclosing Party, or destroy, erase or delete the Confidential Information and/or any of its copies or reproductions. Upon the written request of the Disclosing Party, the Receiving Party shall certify in writing such destruction.

Article:7 (No Warranty)

1. Both parties acknowledge that any of the Confidential Information is disclosed on an "as is" basis without any warranty, express or implied, including, but not limited to, accuracy, completeness or non-infringement.
2. The Disclosing Party shall have no liability to the Receiving Party resulting from the Receiving Party's use of the Confidential Information.

Article:8 (Compensation for Damages and Other Remedies)

- 1 In the event that either Party breaches this Agreement, such Party shall be liable for

damages (including, but not limited to, attorneys' fees and expense) incurred by the other Party as a result of such breach.

2 In the event that the Receiving Party breaches this Agreement or any unauthorized disclosure, leakage or use of the Confidential Information occurs, the Disclosing Party may seek an injunction or provisional injunction to suspend or prevent such unauthorized disclosure, leakage or use, and/or may demand measures be taken to restore the confidentiality of the Confidential Information. The Receiving Party agrees that no bond or other security will be required in obtaining such injunction or provisional injunction.

Article:9 (Term)

1 This Agreement shall be effective for a period of one (1) year from the Effective Date. The term of this Agreement shall be automatically extended for a period of one (1) year unless otherwise given written notice by either Party one (1) month prior to the expiry of the initial term or any extended term.

2 The obligations set forth in Articles :3 to 8 shall survive for three (3) years after expiration or termination of this Agreement.

All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in accordance with the Singapore International Commercial Court.

IN WITNESS WHEREOF, this Agreement has been made in two original copies, and each party shall keep one such copy with their names and signatures/seals affixed thereto.

DATE:

Disclosing Party :

Receiving Party :