



NON-DISCLOSURE STATEMENT

Our Nondisclosure Statement is issued for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. Tokyo I.T.S. agrees to enter into a confidential relationship with our customers who we provide hardware tech support services for with respect to the disclosure of certain proprietary and confidential information.

1. Definition of Confidential Information. For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which our customers are engaged. It shall also include any personal data or information owned by the customer, disclosed to Tokyo ITS during tech support service provided by Tokyo ITS.
2. If Confidential Information is in written form, our customers shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, our customer shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
3. Data found on the customer’s hard drives during tech support is automatically considered confidential and the entire contents of the hardware are covered by this confidentiality statement.
4. Exclusions from Confidential Information. Our obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Tokyo I.T.S. (b) discovered or created by Tokyo I.T.S. before disclosure by our customers (c) learned by Tokyo I.T.S. through legitimate means other than from our customers or our customer’s representatives; or (d) is disclosed by Tokyo I.T.S., with Our customer’s prior written approval.

5. Obligations of Receiving Party. Tokyo I.T.S. shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the customer. Tokyo I.T.S. shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions to the same degree of this statement. Tokyo I.T.S. will not, without prior written approval of the customer, publish, copy, disclose to others, or permit the use by others for their benefit or to the detriment of the customer, any Confidential Information. Tokyo I.T.S. shall return to our customers any and all records, notes, and other written, printed, or tangible materials in our possession pertaining to Confidential Information immediately if the customer requests it in writing.

6. Time Periods. The nondisclosure provisions of this statement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect indefinitely until the customer states in writing that the information is no longer confidential.

7. Relationships. Nothing contained in this statement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

8. Integration. This Agreement expresses the complete understanding of both Tokyo I.T.S. and our customers with respect to the subject matter, and may be amended to benefit both Tokyo I.T.S. and its customers and will be made public when such revisions occur. Amendments shall not affect any confidences established prior to this Confidentiality Statement.

To contact Tokyo ITS for inquiries regarding this NDA statement please go to the website www.tokyoits.com , scroll down to the bottom, and click NDA STATEMENT, and when the web page appears, use the form on the web page to contact us.