

Letter of pledge regarding confidential information

To:

Mr. Yoshiyuki Yamaya

Representative Director & CEO, Kansai Airports

1-4-1, Nishihonmachi, Nishi-ku, Osaka city, Osaka

We hereby pledge to comply with the following provisions regarding the handling of information disclosed by you with respect to the contract for your contemplated order (the "Purpose"). However, if any individual agreement provides for obligations that exceed this pledge, we acknowledge in advance that such agreement shall take precedence.

Article 1. Confidential information

1. We will not provide or divulge to any third party any information disclosed by you with respect to the Purpose that you have designated in writing as confidential and the contents of which have been specified in writing or otherwise (the "Confidential Information"), nor will we use such information for any use other than the Purpose, unless we have obtained your prior consent. However, this does not apply in any of the following cases.
 - a. Information that was public knowledge at the time of disclosure or became public knowledge after disclosure
 - b. Information that was known to us prior to the disclosure
 - c. Information that we developed independently without relying on your Confidential information
 - d. Information that is the same as one that we have received from a third party without any obligation of confidentiality
 - e. Information that we are compelled by law to disclose or that is required to be disclosed by the public authority
 - f. Information disclosed to our executives and employees (including temporary staff, etc.) and subcontractors and other business partners to the extent necessary for business activities based on the subject matter under obligations equivalent to those in this pledge

Article 2. Return of confidential information

Upon your request, we will return or destroy the Confidential information and any copies you disclosed without delay.

Article 3. Damages

In the event that the Confidential information is leaked due to reasons attributable to us, we shall be liable for your damages and shall take appropriate measures, such as collecting the documents containing the Confidential information, and shall do our best to minimize the leakage of the Confidential information.

Article 4. Consultation

Any question that arises out of, or in connection with, this pledge or any matter not specified herein shall be settled upon consultation with you.

Article 5. Jurisdiction

The Osaka District Court shall be the court of exclusive jurisdiction in the first instance in the event that litigation with you becomes necessary in connection with this pledge.

mm dd, yyyy

[Insert Name of Representative]
[Insert Title of Representative]
[Insert Applying Company's Name]
[Insert Address]