

Non-Disclosure and Confidentiality Agreement

Mana Kikaku Co., Ltd. (“Disclosing Party”) and _____ (“Receiving Party”) have indicated an interest in exploring a potential business relationship relating to a Licensing Contract (the “Transaction”) and hereby enters this Non-Disclosure and Confidentiality Agreement (“Agreement”) as follows with respect to the handling of certain confidential and proprietary information each party may provide or gain access to in connection with the Transaction.

Article 1 (Confidential Information)

“Confidential Information” shall mean any and all information that have been designated as Confidential and relating to either Party’s products (e.g., technical data, specifications, development plans, etc...), business and operations, this Agreement and the contents thereof, and any other information that has been designated as Confidential at the time of disclosure.

However, if the recipient of the information is capable of proving in writing that the information is not “Confidential Information”, then the following information shall be excluded as “Confidential Information.”

- (1) Information already possessed at the time of disclosure.
- (2) After disclosure, information legitimately obtained from a third party source which, to the best knowledge of the recipient or its Representatives, is or was not under a confidentiality obligation.
- (3) After disclosure, if the information is or was independently obtained or developed by the recipient regardless of the information that was disclosed.
- (4) Information that was already publicly known at the time of disclosure.
- (5) Following disclosure, information that becomes public knowledge due to reasons not attributable to the negligence of the individual.

Article 2 (Obligation to Maintain Confidentiality)

1. Each party shall comply with the following conditions regarding the handling of Confidential Information or any recording/storage medium or facility, including but not limited to copies, duplicates, replications, reproductions, notes, memoranda, and other such writings, publications, or disseminations (“Confidential Information”).
 - (1) Each party shall designate an Information Manager and shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar information or material.
 - (2) Confidential Information shall only be used for the purpose of the Transaction.

- (3) Should any duplicate, replica, reproduction or any other such copy of all or any part of the Confidential Information is to be made, then said copy or copies shall be made within the scope and purpose of the Transaction and shall be safeguarded with the same care as the original.
 - (4) When there is unauthorized disclosure, loss, misuse or any other such matter resulting in the breach of confidentiality or one becomes knowledgeable of a potential threat to confidentiality, then the party possessing such knowledge shall promptly notify the other party in writing.
 - (5) Each party shall notify the other party of the name and contact number of the Information Manager designated to oversee and manage Confidential Information.
 2. Unless otherwise provided hereunder, each party shall obtain in advance a consent in writing from the other party when disclosing Confidential Information to a third party. At such time, either the Disclosing Party or Receiving Party shall enter an agreement of the same magnitude as this Agreement with the third party, and shall be obligated to ensure that the third party complies with the agreement.
 3. If either party is legally compelled by applicable law, by any court, governmental agency or regulatory authority, to disclose Confidential Information, then the requested party must give prompt written notice of that fact to the other party prior to disclosure and may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

Article 3 (Return of Information and Other Such Media)

1. Any Confidential Information provided to either party, including but not limited to recording/storage media, facilities and reproductions that are part of Confidential Information ("Media") shall be promptly returned to the other party once the Media have fulfilled its purpose or when requested by the other party.
2. In regards to the above, when all or any part of Confidential Information is in the possession of an individual in the form of personal Media, then such information shall be promptly deleted or destroyed and said action (if not applicable, then notification as such) shall be notified in writing to the other party.

Article 4 (Compensation for Damages)

When either party, its current or former employees or a third party as mentioned in Article 2 Paragraph 2 above discloses Confidential Information or is in breach of any part of this Agreement, the breaching party will promptly notify the other party in writing and take all actions as may be necessary or reasonably requested by the other party to minimize any damage and compensate damages incurred by the other party as a result of the breach.

Article 5 (Effective Date)

This Agreement shall be in effect for one (1) full year from the date this Agreement is signed and entered. This Agreement shall be automatically renewed for another year and continue thereafter; unless, either party sends a notification in writing to the other party at least two (2) months prior to the renewal date.

Article 6 (Dispute Resolution)

For matters not stated or any doubt regarding this Agreement, both parties shall resolve matters through mutual discussion and negotiation.

Article 7 (Jurisdiction)

This Agreement will be governed by and construed in accordance with the laws of the Okinawa (Summary) Courts. Each party consents to the exclusive jurisdiction of the summary courts located in Okinawa Prefecture for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

Upon entering of this Agreement, each party shall possess a signed and/or sealed copy of this Agreement for their records.

2021 Month : Day :

Disclosing Party

3-17-18 Miyazato, Okinawa City, Okinawa

Mana Kikaku Co., Ltd.

Representing Director Isa, Naoko

Receiving Party