

Confidentiality Agreement

Article 1 Definitions

As used herein, the following terms have the respective meaning as set forth below:

The term “Confidential Information” means any and all scientific, technical, industrial and economic data and information owned or possessed by the Disclosing party and to be disclosed by the Disclosing Party to the Receiving Party, whether in writing or orally or through media, during the period of this Agreement.

The term “Confidential Information” means and refers to all confidential or proprietary information, protocol, documents, samples and materials owned by, licensed to or under the control of the Disclosing Party regarding the Disclosing Party’s new models manufactured or to be manufactured by the Disclosing Party, including but not limited to all features, performances, information of new models, ideas, designs, research results, source code information, know-how, business methods, production plans and marketing plans. Whether printed or in machine-readable form or otherwise, designated and/ or marked by the Disclosing Party as “Confidential” when disclosed to the Receiving Party.

Article 2 Confidential Information

Receiving Party shall keep and maintain Confidential Information provided by the Disclosing Party in strike confidence and shall not disclose any portion of it to any third party.

Receiving Party shall not hold strictly confidential any and all data, information, and knowledge derived and obtained out of or in relation to the Confidential Information during the negotiation and shall not disclose any portion of them to any third party. Either party shall not disclose the existence of the fact that both parties enter into the relationship hereunder and content thereof.

The said confidential obligation shall not apply to any information which:

- (a) At the time of disclosure is in public knowledge, or after disclosure becomes part of public knowledge through no fault of the Receiving Party.
- (b) After disclosure by the Disclosing Party, is published or become generally available to the public. Otherwise than through any act or omission on the part of Receiving Party;
- (c) Is in the lawful possession of the Receiving Party at the time of disclosure as can be shown

to by reasonable written record, and which was no acquired directly or indirectly from the Disclosing Party;

- (d) Before disclosure has been developed by the Receiving Party independently of any information disclosed, or after disclosure may be developed independently by the receiving Party, both as proved by its written records.
- (e) Before disclosure has been lawfully acquired by the Receiving Party from the third party having the right to disclose it, or after disclosure may be acquired lawfully by the Receiving Party from a third party having the right to disclose it with the third party's approval to disclose, both as proved by written documents.
- (f) Is required to be disclosed by administrative and judicial action provided that the Receiving Party immediately after receiving written notice of such action notifies the Disclosing Party of such action to give the Disclosing Party the opportunity to seek other legal remedies to maintain such Confidential Information in confidence as herein provided.
- (g) Is disclosed by the Disclosing Party to a third party without similar restrictions of confidential obligations.
- (h) Is approved for disclosure by written authorization of the Disclosing Party.

Article 3 Confidential Obligation

For a period of 3 years from the date of disclosure of the Confidential Information(the Confidential Period), the Receiving Party agrees to safeguard and hold in trust and confidence and not disclose to any third party, the Confidential Information disclosed by Disclosing Party and not to use the confidential Information for any purpose other than the purpose hereunder, without prior written consent of Disclosing Party.

Article 4 Restriction to Access

The Receiving Party shall limit access to the Confidential Information, only to those of its officers, employee, contractors and advisors who are necessary to be involved in the business intended hereunder, provided that such officers, employee, contractors and advisors shall assume, by a written confidentiality agreement, or employment rules, the same obligation as the Receiving Party is bound hereunder. The Receiving Party shall use the strictest degree of care and scrutiny to avoid disclosure, publication, or dissemination as the Receiving Party would use with respect to its own confidential information.

Information Control

The Receiving Party ensure that all written materials relating to or containing that Confidential Information be maintained in a restricted access area and plainly marked to indicate the secret and confidential nature thereof to prevent unauthorized use or reproduce thereof.

The Receiving Party appoints the persons listed below as its information control observer to its behalf, all the Confidential Information under the Agreement. The Receiving party may change its information control observer by giving the Disclosing Party written notice of the name and address of its newly appointed information observer.

Restriction to Copy

The Receiving Party shall not copy, reprint and / or reproduce a part or whole the Confidential Information, without prior consent of the Disclosing Party.

Independent Developments

This Agreement shall not restrict or prohibit the Receiving Party from independently developing, producing or distributing its products or services or includes any information being the same as or similar to the Confidential Information or the products using the Confidential Information which the Disclosing party has provides to the Receiving Party.

Article 5 Ownership and License

All the Confidential Information disclosed hereunder and all inventions and development which arise from such the Confidential Information, shall be and maintain the sole propriety of the Disclosing Party.

Disclosure of the Confidential Information to the Receiving Party hereunder shall now constitute any option, grant or license to the Receiving Party under any patent, know-how, or other intellectual property rights heretofore now hereinafter held by the Disclosing Party.

Article 6 No Warranty

The Disclosing party disclaim all warranties whether press or implied, concerning the accuracy, suitability or other characteristic of the Confidential Information. The receiving Party agrees that the Disclosing Party shall have no liability to the Receiving party or any of its directors, officer, employees and other agents resulting from their of any Confidential information.

Article 7 Term and Termination

This Agreement shall be effective from the Effective Date for a term of 1 year; provided,

however, that either Party may terminate this Agreement at any time prior to the expiration of the 1 year term by giving written notice of the other Party.

Article 8 Termination by breach

In the event that either of the parties breaches any provision of this Agreement the other party may at its discretion terminate immediately the disclosure of the Confidential Information under this Agreement by sending written notice to the breaching party.

Article 9 Return of Information

Upon expiration hereof pursuant to Article 7(Expiration of Term) or termination by breach pursuant to Article 8 (Termination by Breach), or within 14 days after the Disclosing party makes written request for the return of Confidential Information, the Receiving Party shall return to the Disclosing Party the Confidential Information together with all copies, thereof; provided, however, that the Receiving Party may retain one copy of each of the Confidential Information as archive in its legal counsel's office in order to be able to monitor its obligation hereunder.

Article 10 Damage

For breach of any provision of this Agreement by either of the parties, the other party is entitled to recover, and the breaching party shall be liable for, money, damages which include not only direct damages caused from the breaching party's defaults but also incidental or consequential damage.

The receiving Party agrees that in the event the Receiving Party breaches any provision hereof, the Receiving Party shall be responsible for all damages incurred to the Disclosing Party by such breach. Both Parties agree that in case of breach of duties hereunder by the Receiving Party, the Receiving Party shall pay the liquidated damages of ¥10000000 to the Disclosing Party in order to compensate for the damage arising from such breach, as liquidated damages.

Article 11 Remedies

The Receiving Party Acknowledges that monetary damages may not be adequate remedy for any breach of this Agreement. As a result, the Receiving Party agrees that the Disclosing Party, in addition to any other rights or remedies available hereunder at law or in equity, shall be entitled to any injunction, as a remedy for any such breach or threatened breach, no to be issued by any court of competent jurisdiction enjoying and retaining the Receiving Party, its employees and any other users authorized by the Receiving party from committing any

violation or threatened violation of this Agreement, and the Receiving Party, hereby consent to the issuance of such injunction.

Article 12 Notice

All notices required or permitted to be given under this Agreement shall be in writing and shall be given by telecopy, email, internationally reputable courier, including FedEx and DHL, or prepaid registered airmail letter to the addresses shown below or to such other addresses as the parties may designate in writing. Notice given by telecopy or email shall be deemed to have been received on the day following its dispatch and notice given by registered airmail shall be deemed to have received 7 business days after mailing.

Atten:

Section:

Address:

E-mail:

Facsimile:

Atten:

Section:

Address

E-mail

Facsimile:

Article13 Governing laws

This Agreement and any dispute relating thereto shall be governed by, and construed in accordance with, the laws of Japan, without reference to principles of conflicts of laws.

Article 14 No Waiver

No failure or delay of either party to require the performance by other of any provision of this Agreement shall in any way adversely affect such provision after that. No waiver by either party of a breach of any provision of this Agreement shall be taken to be a waiver by such party of any succeeding breach of such provision nor a waiver of the provision itself.

Article 15 Survival

The provisions of 12 Governing Law, Article 11, Remedies shall survive the expiration or termination of this Agreement.

Article 16 Headings

The Section headings set forth in this Agreement are of convenience only and shall not be considered for any purpose in interpreting or construing this Agreement.

Article 17 Language

The governing language of this Agreement shall be English. If a Japanese translation hereof is made for reference, only English original shall have effect of a contract and such Japanese translation shall have no effect.

Article 18 Counterparts

For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same documents.

Article 19 Jurisdiction

Any dispute arising out of, or in relation to this Agreement shall be subject to the exclusive jurisdiction of Tokyo District Court.

Article 20 Hardship

If any substantial change which make either party's performance of any obligation under this Agreement difficult occurs, the parties shall discuss in good faith to review the conditions of this Agreement and may agree to amend this Agreement.

Article 21 Discussion

Any matters not provided for herein or any doubt over the interpretation hereof shall be discussed and determined in good faith by the parties here to.

Article 22 Amendment

No supplement to modification of or amendment to this Agreement may be valid unless agreed in writing signed by the duly authorized representatives of both parties hereto.

Article 23 Parol Evidence

All oral agreement heretofore or hereafter made and purporting to modify the provisions of

the Agreement, and prior agreement shall have no force and effect. No provisions or terms of this Agreement may be waived or amended except by supplemental written agreement executed by both parties.

Article 24 Entire Agreement

This Agreement continues to the entire agreement between the parties and supersedes any prior written or oral agreements between the parties concerning the subject matter. No modifications of this Agreement shall be binding unless executed in writing by both parties.

Signed at this day of April 20, 2021

Phone Number:

Address:

Printed Name of the Employee:

Signature:

Signed at this day of April 20, 2021

Phone Number:

Address:

Printed Name of the Employer:

Signature: