

Confidentiality Agreement

This Confidentiality Agreement (this "**Agreement**") is entered into on [DATE] (the "**Effective Date**") by and between Ashita no Shishi Co., Ltd, a corporation organized and existing under the laws of Japan, having its principal place of business at Shohrei Bldg.7F, 3-4-14, Toyosaki Kita-ku Osaka 531-0072 and [PARTY 2 NAME], a corporation organized and existing under the laws of the United States, having its principal place of business at [PARTY 2 ADDRESS] (together, the "**Parties**," and each, a "**Party**").

WHEREAS, the Parties desire to share certain information that is non-public, confidential or proprietary in nature in connection with exploring the possibility for their business collaboration with respect to XXXX services (the "**Purpose**").

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out herein, the Parties agree as follows:

Section 1. Definition

1. Confidential Information

Except as set out in Section 2 below, "**Confidential Information**" means all non-public, confidential, or proprietary information disclosed on or after the Effective Date, by either Party (a "**Disclosing Party**") to the other Party (a "**Recipient**") or its Affiliates, or to any of such Recipient's or its Affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants, or advisors (collectively, "**Representatives**") including, without limitation, unpatented inventions, ideas, method, discoveries, know-how, technical data, trade secrets, designs, images, specifications, protocols, processes, source code, business and product plans and strategies, prices, costs, financial and marketing data, commercial strategies, organizational structures, internal practices, customer information, models, prototypes, and samples.

2. Affiliates

“**Affiliate**” means any corporations, companies and/or firms that control, is controlled by or is under common control with each Party. For purpose of this definition “control” means (a) to possess substantially, directly or indirectly, the power to direct the management or policies of a company, or (b) to own, directly or indirectly, more than fifty percent (50%) of the outstanding voting shares or other ownership interest of such company.

Section 2. Exclusion from Confidential Information

The term "Confidential Information" in this Agreement shall not include information that:

- (a) is or becomes generally available to the public other than as a result of any violation of this Agreement by the Recipient or any of its Representatives;
- (b) was known by or in the possession of the Recipient or its Representatives before being disclosed by or on behalf of the Disclosing Party under this Agreement;
- (c) is or becomes available to the Recipients on a non-confidential basis from third party, provided, however, that such third party is not prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation to the Disclosing Party; or
- (d) was or is independently developed by the Recipient without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

Section 3. Recipient Obligations.

The Recipient shall:

- (a) protect and safeguard the confidentiality of all Disclosing Party’s Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose; and
- (c) not disclose any Disclosing Party’s Confidential Information to any person or entity, except to the Recipient's Representatives who:

- (i) need to know the Confidential Information in relation to the Purpose or to exercise its rights under this Agreement;
- (ii) are informed by the Recipient of the confidential nature of the Confidential Information; and
- (iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement.

Section 4. Required Disclosure

In the event that Recipient is required by laws or regulations or by order of a court or governmental body to disclose Disclosing Party's Confidential Information, the Recipient may disclose the Confidential Information, provided, however, that the Recipient shall, to the extent permitted by laws and regulations, notifies the Disclosing party in writing of such requirement prior to the disclosure and shall take reasonable measure to minimize the scope of the disclosure.

Section 5. Term and Termination

The term of this Agreement shall commence on the Effective Date and shall expire [NUMBER] year[s] from the Effective Date, provided that either Party may terminate this Agreement at any time by providing written notice to the other Party. Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of [NUMBER] year[s] from the date of such expiration or termination.

Section 6. No Representations or Warranties

Neither the Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Recipient hereunder. Neither the Disclosing Party nor any of its Representatives shall be liable to the Recipient or any of its Representatives relating to or resulting from the Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

Section 7. No Transfer of Rights, Title, or Interest

Each Party hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Recipient or any of its Representatives.

Section 8. Remedies

Each Party acknowledges and agrees that monetary damages might not be a sufficient remedy for any breach or threatened breach of this Agreement. Therefore, in addition to all other remedies available at law, the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach.

Section 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Japan without a regard to conflicts of law principles.

Section 10. Arbitration

All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be Tokyo, Japan. The language of the arbitration shall be English.

Section 11. Entire Agreement

This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject

matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

Section 12. Severability.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 13. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 14. No Assignment.

Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder.

Section 15. No Waiver.

No failure or delay by either Party or any of its Representatives in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any such right, power or privilege will preclude any other or future exercise thereof or the exercise of any other right, power or privilege under this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date

[PARTY 1 NAME]

By_____

Name:

Title:

[PARTY 2 NAME]

By_____

Name:

Title: