

Non-Disclosure Agreement

This Non-Disclosure Agreement is entered into by and between ○○○○ ("First party") and SmileBoom Co.Ltd. ("SmileBoom") with regard to the entrustment by SmileBoom to First party of Bakin DLC Ambassador activities as set out below.

Article 1. Purpose

The purpose of this Agreement is to stipulate the handling of confidential information to be disclosed between First party and SmileBoom for the purposes specified below in this Article ("the Purpose").

1. Performing operational tests for the software "RPG Developer Bakin" developed by SmileBoom, downloadable content thereof, and the content designated by SmileBoom for executing the relevant contract ("the Software" and "the Content"), and mutually confirming the contents of various data created using the Software by First party or SmileBoom.
2. Performing promotional activities using social media and other means used by First party at its own responsibility with regard to the Software and the Content in accordance with the methods and details designated by SmileBoom in advance.

Article 2. Confidentiality

1. With regard to the business, marketing, or technical confidential information belonging to the other party disclosed in the course of executing this Agreement ("Confidential Information"), First party and SmileBoom ("Both parties") may not disclose or divulge the Confidential Information to third parties without prior written consent, or use or misappropriate the Confidential Information for any purpose other than for executing this Agreement; provided, however, that this shall not apply to Confidential Information falling under any of the items below.
 - (1) Information that can be proven to have been already possessed or obtained legally from a third party at the time of the disclosure thereof
 - (2) Information that is already in the public domain or publicly used at the time of the disclosure thereof
 - (3) Information that became public domain or publicly used through no fault of the party after the disclosure thereof
 - (4) Information created by the party itself independently of the Confidential Information
 - (5) Information required to be disclosed under the provisions of law
2. In the event that either party breaches the preceding paragraph, thereby causing the other party any losses, the breaching party shall pay damages therefor to the other party.

Article 3. Prohibition of Use Other Than for Intended Purposes

Both parties shall not use any Confidential Information for any purpose other than the Purpose, shall not modify or

adapt any Confidential Information, and shall not reverse-engineer or otherwise analyze samples, development tools, and software, without the prior written consent of the other party. In addition, Both parties shall follow the other party's instructions in relation to the handling of the information provided by the other party under this Agreement, whether such information is confidential or not.

Article 4. Restriction of Duplication

Both parties shall not duplicate any Confidential Information; provided, however, that Both parties may duplicate only the approved volumes of Confidential Information with the prior written approval of the other party. Such duplications shall be treated as Confidential Information.

Article 5. Remuneration

No monetary compensation shall be paid for ambassador activities performed under this Agreement, and First party shall agree thereto.

Article 6. Term

This Agreement shall be effective for one (1) year from the date of the conclusion hereof; provided, however, that it shall be automatically renewed for another one (1) year term unless either party gives the other party 30 days' notice of its intention to not renew the term of this Agreement prior to the expiration thereof. The same shall apply for subsequent terms.

Article 7. Prohibition of Assignment

First party may not assign to a third party or collateralize this Agreement or any of its rights and obligations hereunder, its status with regard hereto, the right to use the Software and the Content, and the codes and other information available for use unless the prior written consent of SmileBoom is obtained.

Article 8. Return or Destruction

Upon termination of the Purpose or at SmileBoom's request, First party shall forthwith return all Confidential Information (including any copies thereof) or shall destroy all such Confidential Information as instructed by SmileBoom.

Article 9. Force Majeure

This Agreement shall be binding upon Both parties except for under such circumstances beyond the party's reasonable control where the performance thereof is prevented by an act of government, riot, war, natural disaster, strike, fire, or any other force majeure event. In the event that the performance of this Agreement is suspended due to such a force majeure event, the term of this Agreement shall be extended for the same period of time as the duration of such suspension; provided, however, that in cases where such period exceeds four (4) months, Both parties may terminate this Agreement forthwith by giving the other party notice thereof in writing. In that case, Both parties shall not be liable to the other party for any damage resulting from termination of this Agreement due to any force majeure event.

Article 10. Amendment

This Agreement represents the final decisions concluded based on agreement between Both parties and no prior negotiations whatsoever shall substitute this Agreement. The subject of this Agreement shall not be amended or modified in any manner unless agreed on by Both parties in writing.

Article 11. Scope of First Party's Responsibility

For the promotional activities and other acts to be performed by First party for the Purpose under this Agreement, First party shall use social media, various accounts, or other media and means developed at its own responsibility. For this reason, SmileBoom shall not be liable for any problem or dispute with a third party arising during the performance of such activities and any and all events or matters that cause damage to SmileBoom, the Software, or the Content, and such a problem, dispute, events, or matters shall be settled at the responsibility and expense of First party. SmileBoom may claim damages for any loss or damage caused to SmileBoom with regard to the matters specified in this Article against First party under this Agreement. For the avoidance of doubt, this shall not apply to matters caused by the Software developed by SmileBoom or sold at the responsibility of SmileBoom or by the Content's functions.

Article 12. Damages

Both parties shall be entitled to damages against the other party for any losses incurred from a breach of any of the provisions of this Agreement by the other party.

Article 13. Termination

1. In the event that either party should breach any of the provisions of this Agreement and failed to cure such breach even after receiving a notice requesting such a cure from the other party, the non-defaulting party may terminate this Agreement forthwith by giving the other party notice to that effect.
2. Either party may forthwith terminate this Agreement without giving the other party any prior notice in the event that:
 - (1) Such other party commits an act in violation of this Agreement intentionally or by an act of gross negligence;
 - (2) Such other party commits a material breach of trust against the other party hereto;
 - (3) Such other party ceases paying its debts, or becomes subject to provisional seizure, seizure, provisional disposition, a filing for public auction, a procedure for collection of tax delinquency or other administrative disposition, or a petition is filed against such other party for bankruptcy, civil rehabilitation, corporate reorganization, or other similar procedures; or
 - (4) The other party is suspended from making transactions by a clearing house.
3. Termination of this Agreement under this Article shall in no event prevent the non-defaulting party from claiming damages against the other party.

Article 14. Remaining Provisions

The provisions of Article 2 (Confidentiality), Article 3 (Prohibition of Use Other Than for Intended Purposes), Article 4 (Restriction of Duplication), Article 7 (Prohibition of Assignment), Article 15 (Consultation), and Article 17 (Jurisdiction) shall remain in full force and effect after the termination or cancellation hereof.

Article 15. Consultation

Both parties shall respect this Agreement and strive to resolve any matters not covered by the provisions of this Agreement or any questions that have arisen pertaining to the interpretation hereof upon consultation carried out separately in good faith.

Article 16. Protection of Personal Information

Both parties shall collect the other party's personal information for the purpose of performing this Agreement, and shall use such personal information only for such purpose. Both parties shall take any adequate measures with regard to the management and handling thereof.

Article 17. Jurisdiction

For any dispute arisen pertaining to this Agreement which needs to be settled by legal action, Japanese law shall apply without reference to principles of conflicts of laws, and Both parties hereto agree that Sapporo District Court shall have exclusive jurisdiction in the first instance.

Article 18. Language

This Agreement is prepared in Japanese and any English document thereof is merely a translation. In the event that there is any contradiction in the interpretation of this Agreement between its Japanese and English versions, the interpretation in Japanese shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by placing their signatures or seals thereon, and each party shall keep one original copy hereof.

[Month] [Day], [Year]

First party:

Address:

Name:

SmileBoom:

Elm Bldg., Kita 9 Nishi 4-7-4, Kita-ku, Sapporo, Hokkaido

SmileBoom Co.Ltd.

Takaki Kobayashi, CEO