

Non-Disclosure Agreement

for

Participation in "ShowNet"

This Agreement was made by and between _____ (hereinafter referred to as "Participant") and NANO OPT Media, Inc. (hereinafter referred to as "Secretariat"), and the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. "Exhibitions" mean Interop Tokyo 2018, Connected Media Tokyo 2018, Digital Signage Japan 2018, Location Business Japan 2018 and APPS Japan 2018 and the others, held at Makuhari Messe during the same venue during the same period between 13 June 2018 and 15 June 2018.
- 1.2. "Participating Members" mean the "Participant" described above and all corporate entities, organizations or persons who participate in part or all of "ShowNet."
- 1.3. "Disclosing Party" means the Participant and other Participating Members who disclose the Confidential Information.
- 1.4. "ShowNet" means the project in which corporate entities, organizations and persons participating in any of the teams and programs described below, together, set a network in the venue of the Exhibitions and provide technology and other services during the preparation and post-management periods of the Exhibitions and during the period of the Exhibitions.
 - a. ShowNet NOC (Network Operation Center) Team
 - b. STM (ShowNet Team Member) Program
 - c. ShowNet Sponsorship Program

Article 2. Confidentiality

- 2.1. "ShowNet" shall come into existence only when the Participating Members and the Secretariat disclose their confidential information mutually. The Participant shall not use or disclose Confidential Information without approval from the Disclosing Party during the term of this Agreement. Similarly, the Secretariat shall not reproduce the Confidential Information beyond the minimum extent necessary for "ShowNet" operation.
- 2.2. "Confidential Information" means information relating to ShowNet in any Exhibition which falls under the following:
 - a. Any fact or information which is not disclosed in the public by Participating Members.
 - b. Any fact or information of or relating to the interoperability test conducted through "ShowNet" and failure or malfunction at such test.
 - c. Any fact, information or reason of bugs or malfunction of other Participating Members.
 - d. Information which is defined or designated as confidential in writing or orally by participating members.
- 2.3. The foregoing Section shall not apply to cases in which the Confidential Information is any of the following:
 - 2.3.1 Any fact or information which is already in the public domain or for public use.
 - 2.3.2 Information developed independently by the parties hereto other than the Disclosing Party.
 - 2.3.3 Any fact or information lawfully obtained from any third party other than the Disclosing Party without an obligation of confidentiality.
 - 2.3.4 Any fact or information which was already in the Participant's possession at the time of disclosure.
 - 2.3.5 Any fact or information set forth in the Appendix disclosed by "ShowNet."
 - 2.3.6 Residuals. Any idea, concept, know-how and other information that is derived from the Discloser's Confidential Information and retained not intentionally and in the unaided memories of participating members who have had rightful access to the Discloser's Confidential Information in accordance with this Agreement.
- 2.4. The Secretariat shall enter into a confidential agreement with substantially the same terms and conditions hereof with the Participating Members, excluding the Participant, and have the Participating Members comply with the obligation of confidentiality set forth in such confidential agreement.

Article 3. Use and Management of Confidential Information

The Participant shall manage any Confidential Information strictly with due care and have its related persons who use Confidential Information comply with the obligation of confidentiality set forth in this Agreement.

Article 4. Term

The term of this Agreement shall be commencing on March 1, 2018 and expiring on June 15, 2018. Even if this agreement ends for any reason whatsoever, including expiration or termination, the term of the confidentiality obligation set forth in Article 2 above shall remain effective until the end of February 2019 and Articles 6 to 8 shall be remain effective for the subject matters thereof.

Article 5. Return or Destruction of Confidential Information

The Participant shall return to the Discloser or destroy the Confidential Information immediately if the Discloser requests it within one year from the expiration of the term set forth in Article 4 above.

Article 6. Consultation

Any matters not stipulated in this Agreement or any doubt arising from the interpretation hereof, the Secretariat and the Participating Members shall consult with each other in accordance with the principle of good faith to settle amicably.

Article 7. Exclusion

Any dispute arising between the Participant and other Participating Members, due to any reason not attributable to the Secretariat, such dispute shall be settled between both parties and the Secretariat shall not be liable to either party for any damage arising in connection therewith.

Article 8. Jurisdiction

Any dispute arising in connection with this Agreement between the Secretariat and the Participant shall be brought to the exclusive jurisdiction of the Tokyo District Court.

IN WITNESS WHEREOF, the Participant and Secretariat have caused this Agreement to be executed and signed in duplicate, each party retaining one copy thereof respectively.

Date: ,2018

Address:

Participant:

Secretariat: Secretariat of Executive Committee for Interop Tokyo

NANO OPT Media, Inc.

Yasuaki Oshima, COO

12F Shinjuku L Tower. 1-6-1 Nishishinjuku, Shinjuku-ku, Tokyo 163-1512 Japan

Appendix items to which Article 2.3.5. of the Non-Disclosure Agreement for Participation in “ShowNet” apply:

Item	Details
Network Chart	1. Network chart marked “press release” or “public” by ShowNet NOC (Network Operation Center) Team.
Traffic and other information	1. Traffic information, or statistics information (graphed log information) obtained from the network set by “ShowNet” and marked “press release” or “public” by ShowNet NOC (Network Operation Center) Team.
Photographs and video films	1. Photographs or video film taken by the Participant with approval from the Secretariat and Disclosing Party, and photographs or video film marked “press release” or “public” by ShowNet NOC (Network Operation Center) Team.