

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 2023, Digital Signage Japan 2023, and APPS Japan 2023, Vision AI Expo 2023 and the others, held at Makuhari Messe during the same venue during the same period between 14 June 2023 and 16 June 2023.
- 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
- 1.4. "Anti-Social Forces" mean organized crime groups, members of organized crime groups, quasi-members of organized crime groups, business enterprises related to organized crime groups, racketeer groups, groups engaging in criminal activities under the pretext of conducting social campaigns, groups engaging in criminal activities under the pretext of conducting political activities, crime groups specialized in intellectual groups, their equivalents, any persons or entities engaging in any of the following actions and any other anti-social persons or entities:
 - a. Actions to violently request something
 - b. Actions to improperly request something beyond legal liability;
 - c. Actions to make coercive speech and/or behavior or use violence with respect to any transactions;
 - d. Actions to damage the credit of a third party or obstruct the business of a third party by spreading rumors, by the use of fraudulent means or by force;
 - e. Action to pursue economic interests by exploiting violence, force or fraudulent means; and
 - f. Any other actions equivalent to any of the foregoing.

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.
- 2.5. Participant shall not reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects provided by Discloser hereunder beyond the minimum extent necessary for "ShowNet" operation except with the express written authorization from Discloser.

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, 2023 and expiring on June 17, 2023. 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 2024 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 shfall be settled between both parties and the Secretariat shall not be liable to either party for any damage arising in connection therewith. Provided however that if such dispute arises directly from compromise by other participant of the confidential information disclosed by the participant pursuant to this agreement, NOM shall, upon request from the participant, make effort to cooperate to the reasonable extent for the early resolution of the dispute.

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.

Article 9. Anti-Social Groups

- 9.1. Each of the Participant and the Secretariat (A) represents and warrants that none of it or any of its directors, executive officers, any other officers, executives, managing members with unlimited liability and any person or entity who substantially controls it (collectively hereinafter referred to as "Related Entities"), is or at any time during the past five (5) years was an Anti-social Forces, or has or at any time during the past five (5) years had capital relationship, business relationship, transactional relationship, friendship or any other relationship with any Anti-social Forces, and (B) shall covenant that none of it or its Related Entities will in the future become Anti-social Forces, or have capital relationship, business relationship, transactional relationship, friendship or any other relationship with any Anti-social Forces.
- 9.2. If the Participant or the Secretariat (hereinafter referred to as the "Defaulting Party") breaches the preceding paragraph, the other party shall be entitled to terminate this Agreement promptly without any liability to the Defaulting Party, and may require the Defaulting Party to compensate it for the damages arising out thereof or in connection therewith.

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:

Address:

Participant:

Secretariat: Secretariat of Executive Committee for Interop Tokyo
NANO OPT Media, Inc.
Yasuaki Oshima, President

Yasuaki Oshima

3F, Uni-works SHINJUKU GYOEN, 1-12-5 Shinjuku,
Shinjuku-ku, Tokyo, 160-0022, 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.

2023NDA_eng

最終監査レポート

2023-03-17

作成日:	2023-03-17
ユーザー名:	阿久澤 峻 (sakuzawa@f2ff.jp)
ステータス:	署名済み
トランザクション ID:	CBJCHBCAABAAj-5pkpmdr4oSI_lk83cBtw2FGTuqSHvW

「2023NDA_eng」の履歴

-  阿久澤 峻 (sakuzawa@f2ff.jp) 様が文書を作成しました
2023-03-17 - 8:48:07 GMT- IP アドレス : 159.28.71.226
-  文書が署名のために YASUAKI Oshima (oshima@f2ff.jp) 様に電子メールで送信されました
2023-03-17 - 8:48:31 GMT
-  YASUAKI Oshima (oshima@f2ff.jp) 様が電子メールを閲覧しました
2023-03-17 - 16:15:50 GMT- IP アドレス : 88.128.88.192
-  YASUAKI Oshima (oshima@f2ff.jp) 様が文書に電子サインしました
署名日 : 2023-03-17 - 16:16:19 GMT - タイムソース : サーバー- IP アドレス : 88.128.88.192
-  すべてのプロセスが完了しました
2023-03-17 - 16:16:19 GMT

名前と電子メールアドレスは、Acrobat Sign ユーザーによって Acrobat Sign サービスに入力されており、特記されていない限り未確認です。