NON-DISCLOSURE AGREEMENT

Purpose

This agreement, when countersigned below, shall constitute an agreement regarding certain confidential and proprietary information and trade secrets (“Confidential Information”) relating to the business of Pacific Software Publishing, Inc. (hereafter PSPINC) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter RECIPIENT), as of the date executed by the company (the “Effective Date”).

PSPINC and RECIPIENT shall strictly maintain the confidentiality of the Proprietary Information. Proprietary information may be shared between the Parties for use in scoping, estimating and completing projects for PSPINC and RECIPIENT.

Confidential Information

As used herein “Confidential Information” shall mean any and all technical and non- technical information provided by PSPINC, including but not limited to: data or other proprietary information relating to products, inventions, plans, methods, processes, know-how, developmental or experimental work, computer programs, databases, authorship, customer lists (including the names, personal information), the names of vendors or suppliers, marketing methods, reports, analyses, business plans, financial information, statistical information, or any other subject matter pertaining to any business of the Company or any its respective clients, consultants, or licensees that is disclosed to the RECIPIENT under the terms of this Agreement.

Permitted Disclosure

Confidential Information does not include information which:

(i) Has become generally known to the public through no wrongful act by the RECIPIENT;

(ii) Has been rightfully received by RECIPIENT from a third party without restriction on disclosure and without breach of an obligation of confidentiality running either directly or indirectly to the RECIPIENT;

(iii) Has been approved for release to the general public by written authorization of the PSPINC;

(iv) Has been disclosed pursuant to the requirement of a governmental agency or a court of law without similar restrictions or other protections against public disclosure; or,

(v) Has been independently developed by the RECIPIENT without use, directly or indirectly of the PSPINC’s Confidential Information.

Confidentiality

RECIPIENT acknowledges that it will have access to certain of the PSPINC’s Confidential Information and agrees that it shall not directly or indirectly divulge, disclose or communicate any of the Confidential Information to any third party, except as may be required in the course of any formal business association or dealings with the PSPINC and in any event, only with the prior written approval of the PSPINC. The RECIPIENT acknowledges that no license of the Confidential Information, by implication or otherwise, is granted to the RECIPIENT by reason of this Agreement. Additionally, the RECIPIENT acknowledges that it may only use the Confidential Information in connection with its business dealings with the PSPINC and for no other purpose without the prior written consent of the PSPINC. The recipient further agrees that all Confidential Information, including without limitation any documents, files, reports, notebooks, samples, lists, correspondence, software, or other written or graphic records provided by the PSPINC or produced using the PSPINC’s Confidential Information, will be held strictly confidential and returned upon request to the PSPINC. The term of this Agreement will be ongoing as long as the Parties are working together in any formal capacity. The conditions of this Agreement shall survive the termination of this Agreement.

Trainees, Interns, Consultants and Employees Bound

RECIPIENT agrees to disclose the Confidential Information to any agents, affiliates, directors, officers or any other employees (collectively, the “Employees”) solely on a need-to-know basis and represents that such Employees have signed appropriate non- disclosure agreements or taken appropriate measures imposing on such Employees a duty to third parties (1) to hold any third party proprietary information received by such Employees in the strictest confidence, (2) not to disclose such third party Confidential Information to any other third party, and (3) not to use such Confidential Information for the benefit of anyone other than to whom it belongs, without the prior express written authorization of the PSPINC.

Return of Materials

Upon termination or expiration of the Agreement, or upon written request of the Company, the RECIPIENT shall promptly return to the Company all documents and other tangible materials representing the Company’s Confidential Information and all copies thereof. The Company shall notify immediately the recipient upon discovery of any loss or unauthorized disclosure of the Confidential Information.

Specifically, any manual, training materials, confidential discussion and planning, emails pertaining to PSPINC's intellectual properties shall be: (1) returned, or (2) destroyed upon termination of service. No disbursement of the following materials nor verbal dissemination of PSPINC's methodology, process, algorithm, formula, analysis, or any other intellectual property may be allowed without PSPINC owner's expressed permission. Violation of this policy is ground for immediate termination of service and shall result in financial penalty from

Remedies

Should the RECIPIENT breach any of the provisions of this Agreement by unauthorized use, or by disclosure of the Confidential Information to any unauthorized third party to the Company’s detriment or damage, the RECIPIENT agrees to reimburse the Company for any loss or expense incurred by the Company as a result of such use or unauthorized disclosure or attempted disclosure, including without limitation court costs and reasonable attorney’s fees incurred by the Company in enforcing the provisions hereof. RECIPIENT further agrees that any unauthorized use of or disclosure of the Confidential Information will result in irreparable damage to the Company and that the Company shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction against such unauthorized use or disclosure by the RECIPIENT without the need to post a bond. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity.

Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without reference to its conflicts of laws principles. Any disputes arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction in Seattle, Washington and the parties hereby consent to the personal jurisdiction and venue of these courts. If any provisions of this Agreement or its applications is held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any other provisions and applications herein shall not in any way be affected or impaired.

Entire Agreement

This Agreement is the entire agreement of the parties. This Agreement may be modified only by a subsequent written agreement signed by both parties hereto.

In Witness Whereof, the parties hereto have caused this Non-Disclosure Agreement to be executed by a duly authorized representative of such party of such party as of the Effective Date.

PSPINC

X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature

Date \_\_\_\_\_/\_\_\_\_\_/2023

Kenichi Uchikura, President

Pacific Software Publishing, Inc.

RECIPIENT

X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature

Date \_\_\_\_\_/\_\_\_\_\_/2023

Print Name and Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_