

Digital Asset Co-Creation Consortium Terms and Conditions

Article 1 (Name)

1. The name of the Consortium shall be "Digital Asset Co-Creation Consortium" (hereinafter referred to as "the Consortium").
2. The Japanese name of the Consortium shall be "デジタルアセット共創コンソーシアム".

Article 2 (Purpose)

1. The consortium is hosted by Progmatt, Inc. (hereinafter referred to as the "Organizer"), and its purpose is to share and discuss matters related to the co-creation of ecosystems mainly related to digital assets with member companies (hereinafter referred to as the "Joint Discussion"). The purpose of this meeting is to share and discuss matters related to the co-creation of an ecosystem for digital assets with member companies.

Article 3 (Member Companies)

1. The term "Member Companies" as used in this terms and conditions shall mean corporations that have agreed to this terms and conditions and have been admitted to membership in the consortium by the organizer (excluding member companies that have withdrawn from membership as stipulated in Article 16, Clause 1 and Article 17, Clause 2, and have been expelled as stipulated in Article 18, Clause 3).
2. The organizer may present a list of member companies on the website (hereinafter referred to as the "Dedicated Website") that is operated for this joint discussion and for which only member companies are notified of their login passwords. If there is any change in the contents of the list, the new list shall be presented on the dedicated website.
3. By agreeing to the terms and conditions, a member company agrees to have its name included in the list of member companies as described in the preceding paragraph. However, if a member company does not wish its name to be included in the list, it may refuse to have its name included by notifying the organizer in advance.

Article 4 (Participation Fee)

1. There shall be no fee charged to member companies to participate in the consortium.

Article 5 (Cost sharing)

1. Member companies and the organizer shall perform their roles in this joint discussion at their own expense and shall not be obligated to bear any costs incurred by the other party, unless otherwise agreed.

Article 6 (Press Release)

1. The member companies and the organizer may issue a press release regarding the joint discussion with the prior written, e-mail, oral or other consent of the other party, and the member companies agree that the organizer may issue a press release regarding the joint discussion with the consent of the member companies under these terms and conditions.
2. When making a press release in accordance with the preceding paragraph, the member companies and the organizer shall obtain prior written or e-mail consent

from the member companies and the organizer to be included in the press release, and may use the trade names and trademarks, etc. of the member companies and the organizer that have given such consent.

Article 7 (Prohibition of Assignment)

1. A member company shall not assign, lend, or offer as security its position under the terms and conditions, or its rights and obligations under the terms and conditions, in whole or in part, to any third party without the prior written consent of the organizer.

Article 8 (Guarantee)

1. The Member Company and the organizer confirm that neither the member company, the organizer, nor any other member company shall assume any defect warranty or guarantee liability with respect to the contents of the Confidential Information and its use, including whether or not any patent, copyright or other intellectual property right of any third party is infringed.

Article 9 (Compensation for Damages)

1. In the event that a member company or sponsor suffers damages as a result of a violation of these rules by the other party or other member companies, the member company or sponsor may claim compensation for ordinary damages from the other party or other member companies that violated these rules, within the scope of reasonable causal relationship.

Article 10 (No Obligation)

1. Nothing in these rules shall impose any obligation on the other party to disclose any confidential information.
2. Except as expressly provided in these rules, neither the member company nor the organizer grants any rights to the other party or other member companies with respect to confidential information under these rules. In addition, neither the member company nor the organizer grants any rights to the other party or other member companies with respect to patent rights, copyrights, or other intellectual property rights under these rules.
3. Neither the member company nor the organizer shall promise to initiate any transaction between the member company and the organizer or with other member companies by disclosing confidential information to the consortium under the rules.

Article 11 (Definition of Confidential Information)

1. Confidential information in these rules means any information disclosed by a member company and the organizer (information provided orally, in writing, by e-mail, on electromagnetic recording media, or by any other means of communication) for the purpose of this joint discussion. "Discloser" means the person to whom the Confidential Information is disclosed and "Disclosed Party" means the recipient of the Confidential Information.
2. Notwithstanding the provisions of the preceding paragraph, information for which the discloser can prove that it falls under any of the following items shall not be treated as Confidential Information under these rules
 - (1) Information that was already in the public domain or in the possession of the disclosed party at the time of disclosure.
 - (2) Information that has become public knowledge through no fault of the discloser after disclosure.
 - (3) Information that was lawfully obtained from a third party with legitimate

- authority.
- (4) Information developed independently by the discloser.
 - (5) Information of the discloser disclosed to a third party without the discloser's imposing an obligation of confidentiality.

Article 12 (Confidentiality)

1. Member companies and organizers shall not disclose or divulge confidential information to any third party without the prior written consent of the discloser.
2. Member companies and organizers shall manage confidential information with the care of a good manager in order to comply with the confidentiality obligation stipulated in this article.
3. Member companies and organizers shall disclose confidential information only to their own officers, employees, attorneys, certified public accountants, tax accountants, or similar professionals who need to know such confidential information, and shall ensure that those to whom such information is disclosed comply with their obligations under this terms and conditions (except for professionals who are legally obligated to maintain confidentiality under the applicable laws and regulations).
4. Member companies and organizers may disclose confidential information in accordance with applicable laws, regulations, court decisions or orders, or orders or directives of administrative agencies when required to do so. In the event that confidential information is disclosed in accordance with this paragraph, the member company and the organizer shall endeavor to notify the other party in writing to that effect.
5. Member companies and organizers may reproduce the confidential information only to the extent reasonably necessary for the purpose of this joint discussion, and shall keep and manage the confidential information in the same manner as the original.

Article 13 (Prohibition of Use for Other Purposes)

1. Neither the member firms nor the organizer shall use the confidential information for any purpose other than the joint discussion without the prior written consent of the discloser.

Article 14 (Return of Confidential Information)

1. The member company and the organizer shall, whenever requested by the discloser, immediately return or destroy the confidential information and any copies thereof, and shall, at the request of the discloser, deliver to the discloser a written assurance that all such information has been destroyed or returned. However, (i) in the case that confidential information is contained in internally approved materials of member companies and organizers, (ii) confidential information that is required to be retained by laws and regulations, or by judgments, decisions, or orders of judicial or administrative bodies, and (iii) electromagnetic copies of confidential information kept as part of normal data backup, which are practically difficult to delete, shall not be subject to return or destruction.

Article 15 (Admission)

1. A person who wishes to join the consortium shall become a member company upon receipt of the application form and acceptance of membership into the consortium by the organizer.

Article 16 (Withdrawal from the consortium)

1. A member company may withdraw from the consortium at any time by notifying

the organizer in writing or by e-mail. In such a case, the date of withdrawal shall be deemed to be the date designated by the member company, if any, or the date of receipt of such notice if none is designated.

2. In the case of the preceding paragraph, even after withdrawal from membership (including withdrawal from membership under Article 17, Paragraph 2 and expulsion from membership under Article 18, Paragraph 3, regardless of the reason for withdrawal), the consortium shall not be liable for any damage caused by the withdrawal from membership under Article 11. Even after such withdrawal, the provisions of Articles 11 through 14 shall remain in effect for a period of three years. However, even after this period, confidential information may be protected under the Unfair Competition Prevention Law and other laws.
3. Notwithstanding the provisions of the preceding two paragraphs, the provisions of Articles 7, 8, 9, 18, 20, 21, and 22 shall remain in effect even after the termination of these terms and conditions (including withdrawal from membership under Article 17, paragraph 2 and expulsion under Article 18, paragraph 3, and regardless of the reason for termination).

Article 17 (Dissolution)

1. The Organizer may dissolve the consortium at any time by notifying member companies of the date of dissolution in writing or by e-mail in advance, by posting a notice on the dedicated website, or by any other method.
2. In the case of the preceding paragraph, the member company shall be deemed to have resigned its membership of the consortium on the date of dissolution.

Article 18 (Exclusion of Anti-Social Forces)

1. Member companies and organizers shall not allow the counterparty to be aware that they or their directors, officers, etc. are currently organized crime groups, members of organized crime groups, persons who have not been a member of organized crime groups for 5 years, quasi-constituents of organized crime groups, companies affiliated with organized crime groups, general assembly dealers, etc., persons who are suspected to be involved in forbidden activities or special intelligence violence groups, or other persons equivalent thereto (hereinafter such persons shall be referred to as "Bouryokudan Member, etc."), and that they do not fall under any of the following and will not fall under any of the following categories in the future.
 - (1) Having a relationship in which Boryokudan member etc. is deemed to control the management of the company
 - (2) Having a relationship in which Boryokudan member etc. is deemed to be substantially involved in the management of the company.
 - (3) Having a relationship that is deemed to involve unjustified use of Boryokudan member etc., such as for the purpose of pursuing unjust profits for oneself, one's own company, or a third party, or for the purpose of inflicting damage on a third party.
 - (4) To have a relationship that is deemed to involve Bouryokudan member etc., such as providing funds, etc. or benefits to Bouryokudan member etc.
 - (5) Having a socially reprehensible relationship with Bouryokudan member etc. as an officer or a person substantially involved in the management of the company.
2. Member companies and organizers shall assure the other party that they will not commit any of the following acts by themselves or by using a third party
 - (1) Violent demanding acts
 - (2) Unreasonable demands beyond legal responsibility
 - (3) Threatening words or deeds or using violence in connection with business transactions

- (4) Spreading false rumors, using deceptive means or force to damage the other party's credibility or obstruct the other party's business.
 - (5) Any other acts similar to the preceding items.
3. If the organizer reasonably suspects that the counterparty has violated or is violating any of the commitments in the preceding paragraphs, the organizer may expel the counterparty without notice or any other procedures. In such a case, the date of expulsion shall be the date notified by the organizer to the other party. The organizer shall not be obliged to explain or disclose to the other party the content or basis of such reasonable suspicion, and shall not be liable to the other party for any loss or damage arising from or in connection with the expulsion of the other party.

Article 19 (Revision of the Rules)

1. The organizer may revise the terms and conditions at its discretion after notifying member companies in writing or by e-mail, by posting a notice on the dedicated website, or by other means.
2. If a member company continues to be a member company after the revision of the terms and conditions, it shall be deemed to have agreed to the revised terms and conditions.

Article 20 (Attribution of Rights)

1. With or without the consent of the discloser, the member company and the organizer shall, except as otherwise agreed in writing, assume that the discloser is entitled to any invention, improvement or application resulting from the use of the discloser's confidential information, and any application or registration of rights in connection therewith, and that such rights shall succeed to and vest in the discloser or its designee. (including the rights under Articles 27 and 28 of the Copyright Act).
2. Notwithstanding the preceding paragraph, in the event that a part of the member companies and the organizer conduct separate studies in connection with this joint discussion, any invention, improvement, or application resulting from the use of the discloser's confidential information, as well as any application or registration of rights related thereto, shall be decided upon separate consultation between the member companies and the organizer who conducted the study. The decision on such matters shall be made after separate consultation between the member companies and the organizer. (Including the rights stipulated in Articles 27 and 28 of the Copyright Law.)

Article 21 (Matters to be discussed)

1. Information and deliverables disclosed in connection with this joint discussion, when a portion of the member companies and the organizer conduct separate reviews, shall not be shared with other member companies as a general rule. However, by separate consultation between the member companies and the organizer, some or all of the disclosed information and deliverables may be shared with other member companies.
2. Any matter not stipulated in these rules or any question arising regarding the interpretation of the provisions of these rules shall be resolved through good faith consultation between the member companies and the organizer.

Article 22 (Governing Law and Agreed Jurisdiction)

1. These terms and conditions shall be governed by the laws of Japan.
2. In the event that litigation becomes necessary in connection with these terms and conditions, the Tokyo District Court shall be the court of exclusive jurisdiction in the first instance.

Article 23 (Contact for Inquiries Concerning the Terms and Conditions)

1. Inquiries concerning the terms and conditions shall be addressed as follows.
Digital Asset Co-Creation Consortium Secretariat (progmatt_post@progmatt.co.jp)

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