

## CONFIDENTIALITY AGREEMENT

PLEASE READ THE FOLLOWING CONFIDENTIALITY AGREEMENT (THE "AGREEMENT") CAREFULLY AND DO PAY ATTENTION TO THE RESPECTIVE DEFINITIONS; IF YOU DO NOT FULLY UNDERSTAND AND AGREE TO ALL OF THE FOLLOWING TERMS, THEN YOU SHALL NOT TURN ON THE "[VIEW TRAFFIC DETAILS, INCLUDING PACKAGE NAME AND APPNAME]" ACCESS BUTTON WITHIN YOUR ACCOUNT. BY TURN ON "[VIEW TRAFFIC DETAILS, INCLUDING PACKAGE NAME AND APPNAME]", YOUR CONSENT INDICATES YOUR ACCEPTANCE TO BE BOUND BY THE AGREEMENT. THIS ACTION CREATES AN ELECTRONIC SIGNATURE THAT HAS THE SAME LEGAL FORCE AND EFFECT AS A HANDWRITTEN SIGNATURE. YOUR CONTINUED USE OF THE SERVICES PROVIDED BY MINTEGAL MEANS THAT YOU HAVE READ, UNDERSTOOD, ACCEPTED AND AGREED TO ALL OF THE FOLLOWING TERMS.

The signing entities of this Agreement will remain the same as the ones under the Advertiser Terms of Service agreed by you in Mintegral Website (<https://adv.mintegral.com/signup> or <https://adv.mintegral.com/ja/signup>) .

Mintegral reserves the right, at its sole discretion, to change, modify, add or remove any part of the Agreement, at any time. Such modifications will be effective upon posting by Mintegral beside the "View traffic details, including package name and Appname" access button within your account. It is your responsibility to check the Agreement periodically for changes. YOUR CONTINUED USE OF THE SERVICES AFTER SUCH MODIFICATIONS WERE POSTED MEANS THAT PARTNER HAS READ, UNDERSTOOD, ACCEPTED AND AGREED TO ALL OF THE MODIFICATIONS; IF YOU DO NOT AGREE TO ALL OF THE MODIFICATIONS, THEN PARTNER SHALL STOP USING THE SERVICES IMMEDIATELY.

This Agreement shall become effective from the date on which you accept this Confidentiality Agreement and shall remain in full force and effect unless and until terminated by either Party in accordance with this Agreement.

You may be referred to as "Company" in this Agreement.

**WHEREAS**, Company and Mintegral each wish to disclose to the other and to receive from the other certain information considered and treated by each party as confidential and/or proprietary;

**WHEREAS**, the parties agree to receive such information subject to the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing premises, which are incorporated in this Agreement, and the mutual promises contained herein, and intending to be legally bound hereby, Mintegral and Company agree as follows:

## **1. Confidential Information**

(a) Confidential Information is any information relating to the intellectual property and business practices of either party, whether or not reduced to writing or other tangible expression, which the disclosing party considers to be proprietary and confidential. Such Confidential Information includes, but is not limited to: (i) information relating to research and development, discoveries, improvements, processes, know-how, specifications, samples, notes, patents, copyrights, trademarks, trade names, trade secrets, and patent, trademark and copyright applications; (ii) business plans, financial information, computer hardware or software, information systems, source code, products, services, costs, sources of supply, strategic plans, advertising and marketing plans, customer lists, sales, profits, pricing methods, project proposals, personnel, and business relationships; and (iii) the client information that provided by the disclosing party in accordance to the requirement of performing services; (iv) any data presented in the Mintegral Platform or provided by Mintegral, including but not limited to the traffic providers' applications' name and information and the relating performance data, etc.

(b) Confidential Information shall not include any information which: (i) was already known to the receiving party prior to the time of disclosure by the disclosing party; (ii) is available or becomes generally available to the public other than through a breach of this Agreement by the receiving party; (iii) is acquired or received rightfully and without confidential limitation by the receiving party from a third party; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is required by applicable law or court order. If the receiving party becomes legally required to disclose Confidential Information, the receiving party will give the disclosing party prompt advance notice of such requirement and a reasonable opportunity to seek a protective order or other appropriate remedy. If the disclosing party is unable to obtain a protective order or other appropriate remedy with respect to such disclosure of Confidential Information, then the receiving party will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement.

**2.** The receiving party agrees to take all necessary and appropriate steps to keep confidential and protect the disclosing party's Confidential Information including: (i)

restricting access to all Confidential Information received from the disclosing party to those employees who have a "need to know" and who are made aware of and agree to be bound by the obligations of confidentiality contained herein; and (ii) not using, disclosing, or allowing access to such Confidential Information by any third party, except as authorized by the disclosing party in writing. The receiving party further agrees to use the same degree of care in safeguarding the Confidential Information as its uses for its own information, but in no event less than a reasonable degree of care. Except as required by law, each party agrees to keep confidential the existence of this Agreement and that it is meeting with or receiving information from the other party. Notwithstanding the foregoing, Company acknowledges and agrees that certain digital marketing campaigns that Mintegral may conduct hereunder at Company's request may require Mintegral to expose, reveal, disclose or describe Company's Confidential Information, including, without limitation, new concepts, products, services or designs, to targeting audiences ("Promotion"). Company hereby waives and releases Mintegral from and against any and all, loss, claim or liability resulting from or related to Mintegral's disclosure of Company's Confidential Information to targeting audiences in connection with Promotion.

**3.** Both parties agree that the Confidential Information is and will remain the property of the disclosing party. No use of such Confidential Information is permitted except as provided in this Agreement. The receiving party shall not duplicate or incorporate the Confidential Information into its own records or database except as necessary to perform its obligations hereunder.

**4.** Upon the written request of the disclosing party, the receiving party shall at the disclosing party's option either: (i) return the Confidential Information, in whatever form held by the receiving party, or (ii) certify in a writing signed by a duly authorized officer or representative of the receiving party that such Confidential Information, in whatever form held, has been destroyed. The confidentiality obligations herein shall survive any expiration or termination of this Agreement.

**5.** Both parties acknowledge and agree that the unauthorized disclosure or other violation, or threatened violation of this Agreement by a party will cause irreparable damage to the other and that money damages would not be a sufficient remedy for any breach of this Agreement. Both parties agree that the non-breaching party will be entitled to specific performance and injunctive or other equitable relief prohibiting the breaching party from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security, in

addition to any other rights and remedies available in law. The non-breaching party shall be entitled to recover its reasonable attorneys' fees and expenses incurred in conjunction with such proceedings.

6. Nothing in this Agreement is intended to grant any rights to the receiving party under any patent, copyright, trademark, trade name or other proprietary right of the disclosing party, nor shall this Agreement grant the receiving party any rights in or to the Confidential Information. Neither party shall reverse-engineer, decompile, or disassemble any products, prototypes, software or other tangible objects that embody the Confidential Information nor shall either party remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from the other party. Nothing in this Agreement shall limit or restrict the rights of the disclosing party to assert infringement or other intellectual property claims against the receiving party.

7. Each party acknowledges and agrees that either party may currently or in the future be developing technology or information internally, or receiving information from third parties involving technology or information, that may be similar to or the same as the other party's technology or information. Further, it is agreed that nothing in this Agreement shall be construed as a representation or implication that either party will not develop or review for itself or others technology or information that may compete with or be similar to the technology or information contemplated by the other party; provided, however, that the receiving party agrees not to disclose to third parties the disclosing party's Confidential Information nor to use the disclosing party's Confidential Information for its own benefit.

8. Neither this Agreement nor anything disclosed or provided pursuant to this Agreement creates or should be construed to create, in any manner, any obligation to enter into any contract or business arrangement nor does it obligate either party to purchase any service or item from the other or offer for sale any products using or incorporating Confidential Information.

9. Each party represents and warrants that it has the right to make the disclosures contemplated by this Agreement, and that such disclosures will not violate or infringe upon the rights of any third party. Except with respect to information furnished by Company to Mintegral in connection with Mintegral's performance under a services

agreement, both parties acknowledge and agree that neither party makes any representation or warranty (express or implied) as to the accuracy and completeness of Confidential Information.

#### **10. Governing Law and Dispute Resolution.**

a) When Company is a Chinese citizen or is an entity duly incorporated under the laws of the mainland areas of the People's Republic of China, this Agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute arising or in connection with this Agreement will be resolved through friendly consultation between the parties. In case no settlement can be reached, the disputes will be submitted to the Shenzhen Court of International Arbitration ("SIAC") for arbitration according to the then effective rules of SIAC. The arbitration shall take place in Shenzhen, China and be conducted in Chinese.

b) When Company is a citizen of North America or is an entity duly incorporated under the laws of the any state or area of North America, this Agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of California, U.S. In case no settlement can be reached, the disputes will be determined by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The International Expedited Procedures of the International Centre for Dispute Resolution shall apply regardless of the amount in dispute. The place of arbitration shall be San Francisco. The arbitration proceedings shall be conducted in English.

c) When Company is a citizen of the state or area outside the scope mentioned in Section a) and b), or an entity duly incorporated under the laws of the any state or area outside the scope mentioned in Section a) and b) of this Agreement, this Agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Hong Kong. In case no settlement can be reached, the disputes will be submitted to the Hong Kong International Arbitration Centre ("HKIAC") for arbitration according to the then effective rules of HKIAC. The arbitration shall take place in Hong Kong. The arbitration proceedings shall be conducted in English.

As to a), b) and c), the number of arbitrator shall be three. The arbitration award will be final and binding on both parties. During the course of arbitration, this Agreement shall continue to be performed except for the part which the parties are disputing and which is

undergoing for arbitration. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

**11.** This Agreement is executed in English. If necessary, it may be translated into other languages. However, if there's any conflict, ambiguity or discrepancy between the English version and a version in any other language, the English version shall prevail.

**12.** This Agreement may not be assigned by either party without the prior written consent of the other party. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. Any failure by either party to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. A waiver given by either party on any one occasion will not be construed as a waiver of any right on any other occasion. This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be amended or modified except by a writing signed by both parties.