Trademark and Copyright License Agreement

A Technology Co., Ltd. (hereinafter referred to as "Party A") and B Trading Co., Ltd. (hereinafter referred to as "Party B") have entered into this license agreement (hereinafter referred to as "this Agreement") concerning the use of the trademark related to "○○○○" owned by Party A and the copyrighted works related to "○○○○" owned by Party A, as follows:

Article 1 (Definitions)

The terms used in this Agreement are defined as follows:

"The Trademark" refers to all trademarks related to "○○○○" owned by Party A.

"The Copyrighted Works" refers to all copyrighted works related to "○○○○" owned by Party A.

Article 2 (License)

Party A grants Party B the right to use the Trademark and the Copyrighted Works for products approved by Party A in accordance with this Agreement.

Party A shall not grant any third party the right to use the Trademark and the Copyrighted Works, except with the prior consent of Party B.

Article 3 (Non-competition Obligation)

During the validity period of this Agreement, Party B shall not handle any products using trademarks or copyrighted works owned by third parties who compete with Party A, unless prior written consent is obtained from Party A.

If Party B intends to handle products using trademarks or copyrighted works owned by third parties and there is doubt as to whether such third party competes with Party A, Party B shall notify Party A in advance and seek Party A's opinion.

Article 4 (Consideration for Licensed Use)

For the rights granted by Party A to Party B, Party B shall pay consideration as follows:

The consideration shall be an amount calculated by multiplying ○○% of the pre-tax suggested retail price of the products using the Trademark and the Copyrighted Works by the quantity manufactured.

The consideration set forth in the preceding clause shall be paid by Party B to Party A within 90 days from the end of each fiscal year.

Article 5 (Sales)

In the sale of products using the Trademark and the Copyrighted Works, Party B must follow the guidelines set by Party A.

Sales of products using the Trademark and the Copyrighted Works are limited to within Japan.

Article 6 (Reporting and Recording of Use)

During the term of this Agreement, Party B shall record the names of the products sold using the Trademark and the Copyrighted Works and the actual usage of the Trademark and the Copyrighted Works, and submit a report to Party A within 60 days from the end of each fiscal year.

If Party A determines that Party B has used the Trademark and the Copyrighted Works in violation of the usage guidelines of Article 4, Party A may notify Party B in writing and demand corrective actions to comply with the standards, and require the suspension of the sale, manufacture, and distribution of such products. Party B shall promptly take corrective actions after receiving such notification and shall suspend the sale, manufacture, and distribution of the products until compliance is achieved.

Article 7 (Contract Duration)

This Agreement shall be effective from ○○ Year ○○ Month ○○ Day to ○○ Year ○○ Month ○○ Day. However, if neither party expresses a different intent at least ○○ months before the expiration of the period, the Agreement will be extended for another year. However, this does not apply in cases of early termination under Article 8 or Article 10.

Article 8 (Termination of Use)

If Party B wishes to terminate the use of the Trademark and the Copyrighted Works, it shall promptly notify Party A in writing, and the Agreement shall terminate upon such notification.

Article 9 (Protection of Rights)

Party B shall cooperate in good faith with Party A when Party A takes measures to protect the rights related to the Trademark and the Copyrighted Works.

If Party B discovers that a third party is infringing on Party A's rights related to the Trademark and the Copyrighted Works, Party B shall promptly notify Party A of such infringement, and both parties shall cooperate to eliminate the infringement.

If Party A receives any claims for damages or other demands from a third party due to Party B’s use of the Trademark and the Copyrighted Works attributable to Party B’s responsibility, Party B shall resolve such claims at its own cost and responsibility.

Article 10 (Termination)

Party B may terminate this Agreement without prior notice if any of the following circumstances apply:

Party B is subjected to seizure, provisional seizure, auction, bankruptcy, corporate reorganization, civil rehabilitation, special liquidation, or corporate rehabilitation proceedings initiated by a third party or is subject to tax delinquency.

Party B voluntarily files for bankruptcy, corporate reorganization, civil rehabilitation, special liquidation, or corporate rehabilitation.

Party B’s payments become suspended, or Party B’s issued or accepted checks or promissory notes are dishonored, or Party B becomes insolvent.

Party B is subject to cancellation or suspension of business by regulatory authorities.

Other serious reasons arise that make it difficult to continue this Agreement.

Article 11 (Derivative Works)

If new works arise from the use of the Copyrighted Works, the rights to such derivative works shall belong to Party A.

Article 12 (Confidentiality)

Both Party A and Party B shall take necessary measures to protect the confidentiality of any information obtained in connection with this Agreement and shall not use such information for purposes other than the performance of this Agreement.

Article 13 (Matters for Consultation)

In the event that matters not specified in this Agreement or doubts arise regarding the interpretation of this Agreement, both parties shall consult in good faith and strive for an amicable resolution in accordance with the Civil Code and other applicable laws.

In witness whereof, two copies of this Agreement have been made, and each party shall retain one copy.

○○ Year ○○ Month ○○ Day

Party A

Address:

Name:

Seal:

Party B

Address:

Name:

Seal: