

CONTRACTUAL AGREEMENT

This is a legal agreement between you (the "Contractor") and Drillimation Systems Co., Ltd. (hereinafter "Drillimation" or the "Company"), a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business in Erie, Pennsylvania, United States of America.

I. Definitions

As used herein, the following terms shall have the meanings set below:

- a. The "Contractor" desires to render such services on the terms and conditions set forth.
- b. The "Company" desires to obtain the benefit of the services of the Contractor.
- c. The "Project" refers to any video game product or other audiovisual material produced by Drillimation.

II. Nature of Duties

You agree that you will at all times faithfully, industriously, and to the best of your skill, experience, and talents, perform all of the duties required of their role. In carrying out these duties and responsibilities, you shall comply with Drillimation's policies, procedures, rules, and regulations, both written and oral, as are announced by Drillimation from time to time. It is also understood and agreed to by the contractor that their assignment, duties, responsibilities, and reporting arrangements may be changed by Drillimation in its sole discretion without causing any termination of this agreement.

III. Responsibilities

You are required to perform all of your necessary functions and duties, and all other duties that may be assigned to you from time to time by Drillimation and as agreed to by the parties.

IV. Termination

Either party may terminate the agreement for any reason with or without cause by written notice. You agree to return any property of Drillimation at the time of termination.

V. Reserved Rights and Intellectual Property Assignment

Although some exceptions will be made, Drillimation Systems Co., Ltd. shall be the owner of all intellectual property assets created by all of your work performed by you under this agreement. To the extent that you perform work for third parties on behalf of Drillimation, the intellectual property assets for such work shall be owned by such third parties. Any intellectual property assets created on your own behalf shall be owned by you, given you do not incorporate any intellectual property assets created by Drillimation or any other third party. The ownership of specific items of intellectual property may be negotiated in good faith if such items include the intellectual property of any combination of you, Drillimation, and/or other third parties. You shall take all reasonable steps to cooperate with Drillimation or third parties to secure any intellectual property rights as necessary. You may use any intellectual property assets created under this agreement in your personal portfolio, reel, etc. so long as any project has been announced and is not subject to a clause of confidentiality specified herein.

VI. Clauses of Confidentiality

Any information that is deemed confidential or classified refers to any data or information relating to the business of the parties which would reasonably be considered to be proprietary to the parties including but not limited to accounting records, business processes, and client records and that is not generally known in the industry of the parties and where the release of that information could reasonably be expected to cause harm to the parties.

You agree that you will not disclose, divulge, reveal, report, or use, for any purpose, any confidential or classified information which either party has obtained, except as authorized or as required by law. The obligations of confidentiality will apply during the term of this agreement and will end on the termination of this agreement, except in the case of any information which is a trade secret in which case those obligations will last indefinitely.

All third-party information belonging to clients, service providers, platform holders, contractors, subcontractors, or subsidiaries of Drillimation is confidential or classified under the terms of this agreement. This includes, but is not limited to business deals, sales or partnerships, contracting agreements, events, publications, branding material, software and hardware details, source code, images, sound recordings, or anything else that is specifically covered in a third-party non-disclosure agreement. All written and oral information and material disclosed or provided between the parties under this is confidential or classified information regardless of whether it was provided before or after the date of this agreement or how it was provided. Additionally, all third-party information discussed herein is confidential or classified information regardless of whether it was provided before or after the date of this agreement, or how it was provided. Information that is deemed confidential or classified by partner companies includes, but is not limited to development kits and software, third party portals, brands, logos, images, engine components, source code, and any and all copyrights held by third parties.

VII. Indemnification

All parties agree to indemnify, defend, and hold harmless the other parties from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this agreement, and/or its negligence or willful misconduct.

VIII. Modification of Agreement

Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

IX. Time of the Essence

Time is of the essence in this agreement. No extension or variation of this agreement will operate as a waiver of this provision.

X. Assignment

Drillimation Systems will not voluntarily, or by operation of law, assign or otherwise transfer their obligations under this agreement without the prior written consent of you.

XI. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this agreement except as expressly provided in this agreement and its addenda.

XII. Enurement

This agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, and permitted successors and assigns.

XIII. Section Headings

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this agreement.

XIV. Governing Law and Dispute Resolution

For intellectual property owned by Drillimation Systems, this agreement shall be governed under the laws of the Commonwealth of Pennsylvania, with jurisdiction being served in Erie County (if in state court) and the Western District of Pennsylvania (if in federal court). In the event that Drillimation collaborates with a third party on a project, the laws of the third party's jurisdiction will also govern this agreement.

For intellectual property owned by Studio Emiko, this agreement shall be governed under the laws of the Socialist Republic of Vietnam. Violating any Vietnamese law, even unknowingly, may result in the termination of this agreement. The Vietnamese government has strict regulations over certain types of material that may have any negative effects on personality development, social order, and/or national security. Under these regulations, you agree not to:

- Promote or glorify any political content including any current issues, as well as bias or criticism of any political entity
- Promote any military artifacts, particularly those of the Vietnam War, as well as glorify any major violent incidents or disasters (whether natural or man-made)
- Promote or glorify any non-sanctioned religious material, including proselytizing
- Create anything that is obscene or pornographic, or any other objectionable content deemed immoral to the general public

Drillimation reserves the right to modify any material created by you to conform to local laws and censorship regulations. Drillimation cannot provide you with any legal advice. If you are not sure whether any material you are creating is allowed under Vietnamese law, we do have a directory of local attorneys you can consult with. The Vietnamese Embassy or Consulate in the jurisdiction of your residence can also provide you with a list of resources to help you answer all of your legal questions.

In the event of a dispute, the parties will first attempt to resolve the dispute through friendly correspondence. If such correspondence is not successful at resolution, the parties must then submit the issue to binding arbitration. If you are based in the United States, disputes must be submitted to and conducted in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in the Erie County Court of Common Pleas or in the county of your residence and the arbitrator's decision will be final. If you are based outside the United States, disputes

must be submitted to and conducted in accordance with the rules of the International Centre for Dispute Resolution (“ICDR”). This service is not available in all jurisdictions.

XV. Severability

In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.

XVI. Waiver

The waiver by either party of a breach, default, delay, or omission of any of the provisions of this agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

The below signed parties hereby acknowledge that they have read and understood the entire agreement, that they have authority to enter this agreement on behalf of their respective organizations, and that they have freely and voluntarily executed this agreement as of the day and year first written above.

For Drillimation:

By Susumu Takajima

Founder and CEO, Drillimation Systems Co., Ltd.

For Client (You):

By _____ (your name)

_____ (occupation), _____ (company)