

**CONFIDENTIALITY and NONDISCLOSURE AGREEMENT**

**THIS CONFIDENTIALITY and NONDISCLOSURE AGREEMENT** ("Agreement") is made and entered into this 4<sup>th</sup> day of September, 2024, by and between **HUDU TECHNOLOGIES, INC.**, a Delaware corporation (HUDU), whose business address is 1305 North 4<sup>th</sup> Street, Grand Junction, CO 81501 and The Speedshop KK Consulting (Company), a joint-stock company whose business address is 1-1-30-1, HAMATAKE CHIGASAKI, KANAGAWA, 253-0021, Japan. HUDU and Company may be collectively referred to as the "Parties," and separately as a "Party."

**RECITALS:**

- A. The Company is a client of HUDU and seeks information from HUDU regarding its security certification.
- B. HUDU's security certification contains certain confidential and trade secret information regarding HUDU's services and business methodologies and technologies.
- C. HUDU is willing to provide information regarding its security certification provided such information is kept strictly confidential.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements made herein, the Parties hereto do hereby covenant, promise, and agree as follows:

- 1. ***Confidential Information.*** All information, whether written, oral, electronic or in any other medium, furnished by or on behalf of HUDU regarding its security certification to the Company or any officer, director, employee, agent or authorized representative of the Company, regardless of the manner in which or the medium in or on which such information is furnished, stored or displayed, is agreed and deemed to be both "confidential" and "proprietary" and "trade secret" (such information is hereinafter collectively referred to as "Confidential Information"). Confidential Information shall include, by way of example, and not in limitation: trade secrets, tax returns, financial information, client and supplier lists, billing rates, operating procedures, forms, letters, agreements, names of key contacts and client information, marketing strategies, HUDU technologies, and any other intellectual property and its derivatives developed or owned by HUDU.
- 2. ***Use of Confidential Information.*** The Confidential Information shall be used solely for the purpose of evaluating the security certification of HUDU and shall not be used for any other purpose. All Confidential Information supplied by HUDU, unless otherwise agreed to in writing by HUDU, shall remain the property of HUDU.
- 3. ***Disclosure of Confidential Information Prohibited.*** The Company shall not disclose any Confidential Information or any part thereof to any person or entity except for persons within the Company who have a need to know the Confidential Information and are expressly authorized to have access to the Confidential Information. Individuals within the Company who have access to the Confidential Information shall, as a condition of such access, execute a copy of this Agreement to evidence their agreement to be bound by this Agreement. The Company shall

undertake all actions that are reasonable and necessary to protect and prevent the unauthorized disclosure of Confidential Information to unauthorized persons and entities.

4. ***Copies of Confidential Information.*** The Company shall not make any copies of the Confidential Information except as necessary for the purpose set forth in this Agreement, and any copies which are made shall be treated as Confidential Information to the same extent as was the original.
  
5. ***Authorized Disclosure; Disclosure Under Legal Process.*** The obligations and limitations set forth in this Agreement with regard to Confidential Information shall not apply to information which is (a) at any time in the public domain other than: (i) in violation of this Agreement, or (ii) by the acts of another person or entity who is bound by a confidentiality agreement with HUDU or is otherwise prohibited from transferring such information; (b) at any time rightfully received by the Company in writing from a third party who has the right to furnish such information to the Company without restriction on disclosure or use; (c) rightfully known to the Company without any restriction on disclosure or use prior to receipt of such information and the Company presents written evidence thereof reasonably satisfactory to HUDU; (d) generally made available in writing to third Parties by HUDU without restriction on disclosure or use; or (e) required by law to be disclosed; provided, however, that if the Company or a Company representative is required in any action, suit or proceeding to disclose any Confidential Information, the Company shall notify HUDU promptly of such requirement so that HUDU may seek an appropriate protective order. If, in the absence of a protective order, The Company or its representatives are nonetheless compelled to disclose such Confidential Information, the Company or its representatives, as the case may be, may disclose such information without liability hereunder; provided, however, that the Company shall give HUDU written notice of the information to be disclosed as far in advance of its disclosure as is reasonably practicable and, upon the request of HUDU and at HUDU's expense, the Company shall exert its best efforts to obtain written assurances that confidential treatment shall be accorded such Confidential Information.
  
6. ***Term and Non-Solicitation.*** The obligations and duties of the Company set forth in this Agreement regarding the disclosure and use of Confidential Information shall survive for a period ending ten (10) years after the receipt by the Company of such Confidential Information. In addition, without the prior written consent of HUDU, for a period of five (5) years from the date of this Agreement, neither the Company nor any of the Company's Representatives (collectively, the "Covered Parties") shall solicit or in any manner attempt to influence or induce any of HUDU's officers, employees, consultants, vendors, customers, clients, or independent contractors employed by, under contract with, having an existing business relationship with, or providing services to or for the benefit of HUDU (collectively, the "HUDU Related Parties") to leave the employment of HUDU, cease providing services to, breach his or her contract with, or otherwise terminate an existing or prospective business relationship with HUDU Related Parties' respective relationship with HUDU, nor shall any of the Covered Parties use or disclose to any person or entity any information obtained pursuant to this Agreement concerning the names and addresses and relationship to HUDU of any HUDU Related Parties.
  
7. ***Return of Confidential Information.*** The Company shall immediately cease using and shall return all Confidential Information, including all copies which the Company may have made without retaining any copy thereof, whether tangible or stored in any computer memory or other

storage medium (including all studies, work papers, schedules, notes, analyses, charts, memoranda and the like generated by the Company or any of the Company's Representatives, which embody or were derived from the Confidential Information), when there is no longer any need thereof for the purpose set forth in this Agreement or within ten (10) days after HUDU so requests.

8. ***Business Relationship.*** The Agreement is not intended to and shall not be construed as creating a joint venture, partnership, or other form of business association between the Parties hereto, and except for the use of the Confidential Information for the purpose set forth in this Agreement, no other rights are implied or granted by HUDU to the Company, the Company's Representatives or to any other person or entity.
9. ***Breach of Agreement; Remedies.*** The Company acknowledges and agrees that any breach of the terms of this Agreement, including, without limitation, disclosure or use other than as authorized under this Agreement of any of the Confidential Information or breach of the provisions of Section 6 of this Agreement, would cause immediate, substantial, and irreparable harm to HUDU and that damages at law would not provide an adequate remedy for any breach of this Agreement. Consequently, in the event of any breach or threatened breach by the Company of any of the provisions of this Agreement, the Parties agree that, in addition to any other remedies at law or in equity which may be available to HUDU, HUDU shall also be entitled to injunctive relief to restrain such breach or potential breach.
10. ***Indemnity.*** The Company shall indemnify and hold harmless HUDU from and against any and all damages, liabilities, actions, suits, proceedings, losses, costs, and expenses (including attorney and expert fees and court costs) arising out of or in connection with the breach by the Company of this Agreement and/or the enforcement of this indemnity.
11. ***Assignment.*** The Company may not assign, transfer, convey or otherwise transfer any right, interest, or privilege granted by this Agreement without first obtaining HUDU's written authorization to do so which may be withheld in HUDU's sole and absolute discretion.
12. ***Governing Law and Venue; Personal Jurisdiction.*** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado (without regard to any conflict of laws principles). All actions, suits and proceedings arising out of or in connection with this Agreement shall be brought in the District Court for Mesa County, Colorado, which shall be the exclusive forum therefor. The Parties hereto hereby irrevocably submit to the *in personam* jurisdiction and process of the courts in the State of Colorado and further agree that service by certified mail to their business addresses shall constitute sufficient service of process.
13. ***Notice.*** Notices shall be in writing and shall be deemed given upon mailing in the United States First Class Mail, postage prepaid, addresses to the Parties business addresses set forth in the first paragraph of this Agreement.
14. ***Integrated Agreement.*** This Agreement represents the entire integrated agreement between the Parties and supersedes all prior agreements, written or oral, with respect to the subject matter

hereof. This Agreement may not be modified or amended except in writing signed by the Parties hereto.

15. ***Severability.*** The invalidity or unenforceability of any particular provision of this Agreement in whole or in part shall not affect any other provision hereof, and this Agreement and each and every provision hereof shall be construed in all respects as though such invalid or unenforceable provision were omitted.
16. ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

HUDU Technologies, Inc.,  
a Delaware corporation

DocuSigned by:  
By: Jacob Hart  
3800B48A, President

The Company,  
a Japanese joint-stock corporation

DocuSigned by:  
By: Nate Berkopec  
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