

MUTUAL NONDISCLOSURE AGREEMENT

This Agreement (the “**Agreement**”) is dated August 23, 2024 (the “**Effective Date**”) and is between Slope.io, Inc., a Delaware corporation (“**Company**”) and The Speedshop KK, a Japanese corporation (“**Participant**”). Company and Participant are each sometimes referred to herein as a “**Party**” and collectively as the “**Parties**.”

Participant is entering into discussions with Company in contemplation of entering into a business relationship with Company (“**Business Purpose**”).

In order to pursue this Business Purpose, Participant and Company recognize that there is a need to disclose to one another certain confidential information of each Party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

The Parties agree as follows:

1. “Confidential Information” means any and all tangible and intangible information (whether written or otherwise recorded or oral) of the disclosing Party that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (b) that the disclosing Party designates as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic information relating to the disclosing Party’s products, services, technology, customers (including customer lists), pricing, orders, business plans, promotional and marketing activities, finances and other business affairs, (ii) third-party information that the disclosing Party is obligated to keep confidential, (iii) any information described in this paragraph that is received from, belongs to or relates to any affiliate of the disclosing Party, and (iv) any files, memoranda, reports, data, notes, drawings, or other tangible or electronic material containing any information described in this paragraph, whether created by the receiving Party or otherwise.

2. Notwithstanding the above, the term “Confidential Information” does not include any information that the receiving Party can demonstrate by competent evidence is or was:

- (a) available from public sources or in the public domain, other than as a result of a breach of a non-disclosure obligation to the disclosing Party;
- (b) received at any time from any third party who, after reasonable inquiry by the receiving Party, is reasonably determined to not be in breach of a non-disclosure obligation to the disclosing Party;
- (c) readily discernible from publicly-available products or literature;
- (d) is independently developed by or for receiving Party without use of or reference to Confidential Information received hereunder, as evidenced by receiving Party’s contemporaneous written records; or
- (e) approved for disclosure by prior written permission of a corporate officer of the disclosing Party.

Notwithstanding the foregoing, any protected health information or personally-identifiable Confidential Information about any individual person is not subject to any of the exceptions noted above.

3. Each Party shall use the other Party's Confidential Information solely in connection with the Business Purpose and shall not disclose Confidential Information to any other persons without the disclosing Party's express written authorization. The standard of care to be exercised by the receiving Party to meet the obligations set forth in the preceding sentence is at least the standard exercised by the receiving Party with respect to its own proprietary information of a similar nature, but in no event less than reasonable care. Notwithstanding the first sentence of this paragraph, a receiving Party may disclose Confidential Information to those of its officers, directors, employees, or other affiliates, agents, or professional advisors (including financial advisors, accountants and attorneys) who need to know such information for the purpose of evaluating or implementing the Business Purpose and who are otherwise bound by a duty or obligation of confidentiality to the receiving Party that would cover the received Confidential Information ("**Representatives**"). The receiving Party shall inform its Representatives of the confidential nature of the Confidential Information and the obligation of non-disclosure and non-use under this Agreement. The receiving Party is responsible for any unauthorized disclosure of Confidential Information by its Representatives.

4. The receiving Party may disclose Confidential Information as required by law, provided that the receiving Party (i) must give the disclosing Party reasonable advance written notice to allow the disclosing Party to seek a protective order or other appropriate remedy (except to the extent the receiving Party's compliance with the foregoing would itself be a violation of law), (ii) in the event that no such remedy is obtained, must disclose only such Confidential Information as is required by law to be disclosed, and (iii) and must use commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

5. The disclosing Party does not make, and hereby disclaims, any representation, express or implied, as to the accuracy or completeness of any Confidential Information, and neither the disclosing Party nor any of its Representatives has or will have any liability to the receiving Party or any other person resulting from any reliance upon, use of, or otherwise with respect to, any Confidential Information.

6. If the Parties do not proceed with a transaction or business relationship, or if either disclosing Party so requests at any time, the receiving Party shall return promptly to the disclosing Party or destroy with certification of such destruction all copies, extracts, or other reproductions in whole or in part of the Confidential Information in the possession of the receiving Party or its Representatives.

7. The receiving Party shall notify the disclosing Party promptly upon discovery of any unauthorized disclosure of Confidential Information, use of Confidential Information other than in pursuance of the Business Purpose, or any other breach of this Agreement. The receiving Party shall cooperate with the disclosing Party in every reasonable way to help the disclosing Party regain possession of its Confidential Information and prevent further unauthorized use.

8. All Confidential Information remains and will remain the exclusive property of the disclosing Party. Each Party retains all rights and remedies afforded it under patent, copyright, trade secret, trademark, and any other applicable laws of the United States and the states thereof, or any applicable foreign countries, including, without limitation, any laws designed to protect proprietary or confidential information. This Agreement does not grant to either Party any express or implied right to the other Party's patents, copyrights, trademarks, or other intellectual property rights.

9. The Parties further acknowledge that:

(a) irreparable injury and damage may result from unauthorized disclosure of Confidential Information and from uses of Confidential Information other than in pursuance of the Business Purpose;

(b) monetary damages may not be sufficient remedy for unauthorized disclosure of Confidential Information; and

(c) the disclosing Party is entitled, without waiving any additional rights or remedies available to it at law, in equity, or by statute, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction without the posting of a bond.

10. The laws of the State of Delaware (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

11. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable. Subject to the foregoing, all terms and conditions of this Agreement must be enforced to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

12. This Agreement covers Confidential Information received by the receiving Party both prior and subsequent to the date hereof. The term of this Agreement is one (1) year, however the obligations of non-disclosure and non-use herein shall survive until five (5) years from the date hereof. Notwithstanding the foregoing, with respect to Confidential Information described in Section 1(a), the provisions of this Agreement survive indefinitely.

13. This Agreement constitutes the final agreement and the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement.

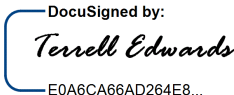
14. Without the prior written consent of the other Party, neither Party shall assign any of its rights under this Agreement, except that either party may assign all of its rights under this Agreement to an affiliate or to a successor-in-interest as a result of a merger, consolidation, or sale of all or substantially all of its business or assets to which this Agreement relates. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by operation of law or any other manner, including mergers, consolidations, and other change of control transactions. Participant shall not delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this paragraph is void. If there is an assignment of rights, the nonassigning party is deemed to have agreed to perform in favor of the assignee. If there is an assignment of rights, a contemporaneous delegation is deemed to have occurred, and the assignee is deemed to have assumed the assignor's performance obligations in favor of the nonassigning party, except if in either instance there is evidence to the contrary.

15. The parties can waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

16. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

The parties are signing this Agreement on the date stated in the introductory clause.

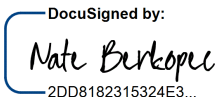
COMPANY

By:  DocuSigned by: *Terrell Edwards*
E0A6CA66AD264E8... Date: 8/26/2024 | 1:45 PM EDT

Name: Terrell Edwards Title: COO

Address: Slope.io Inc.
440 Monticello Avenue Suite 1802
PMB 21103
Norfolk, VA 23510

PARTICIPANT

By:  DocuSigned by: *Nate Berkopec*
2DD8182315324E3... Date: 8/26/2024 | 2:25 PM PDT

Name: Nate Berkopec Title: Founder

Address: 1-1-30-1, HAMATAKE CHIGASAKI,
KANAGAWA, 253-0021 Japan