

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is dated September 13 2024 (the “Effective Date”), between SprintFWD, LLC with a mailing address **of 703 Pier Ave Ste B #632 Hermosa Beach, CA 90254** and The Speedshop KK, with offices at 1-1-30-1 Hamatake, Chigasaki, Kanagawa Japan.

Background. SprintFWD, LLC and its affiliates (collectively referred to herein as “SprintFWD”) and The Speedshop KK intend to engage in discussions and negotiations concerning the possible establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that each party will disclose or deliver to the other party and to the other party’s directors, officers, employees, affiliates, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers, financial advisors and members of advisory boards) (collectively, “Representatives”) certain of its trade secrets or confidential or proprietary information for the purposes of enabling the other party to evaluate the feasibility of such business relationship (the “Purpose”). The parties have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the “Disclosing Party;” the party receiving such Proprietary Information is referred to as the “Recipient.”

1. Proprietary Information. As used in this Agreement, the term “Proprietary Information” shall mean all trade secrets, financial information, information concerning the operations of a party’s business, or confidential or proprietary information which, by its nature, is of a type which is considered to be confidential and/or proprietary. In addition, the term “Proprietary Information” shall be deemed to include: (a) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by Recipient or its Representatives which contain, reflect or are based upon, in whole or in part, any Proprietary Information furnished to Recipient or its Representatives pursuant hereto; and (b) this Agreement and the existence or status of, and any information concerning, the discussions between the parties concerning the possible establishment of a business relationship.

2. Use and Disclosure of Proprietary Information. Recipient and its Representatives shall use the Proprietary Information of the Disclosing Party only for the Purpose and such Proprietary Information shall not be used for any other purpose without the prior written consent of the Disclosing Party. Recipient and its Representatives shall hold in confidence, and shall not disclose any Proprietary Information of the Disclosing Party; provided, however, that (i) Recipient may make any disclosure of such information to which the Disclosing Party gives its prior written consent; and (ii) any of the Proprietary Information may be disclosed by Recipient to its Representatives who need to know such information in connection with the Purpose provided such Representatives are informed

of the confidential nature of such information and agree to be bound by the terms of this Agreement. Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Proprietary Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not prohibit Recipient from disclosing Proprietary Information of the Disclosing Party to the extent to comply with applicable laws and regulations, provided that, to the extent permitted by law, Recipient provides prior written notice of such required disclosure to the Disclosing Party and assists the Disclosing Party, at the Disclosing Party's expense, in its reasonable efforts to prevent or limit such disclosure.

3. Limitation on Obligations. The obligations of Recipient specified in Section 3 shall not apply, and Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- (a) is generally known to the public at the time of disclosure or becomes generally known without Recipient or its Representatives violating this Agreement;
- (b) is in Recipient's possession at the time of disclosure from a source not bound by any confidentiality obligations;
- (c) becomes known to Recipient through disclosure by sources other than the Disclosing Party without such sources violating any confidentiality obligations to the Disclosing Party; or
- (d) is independently developed by Recipient without reference to or reliance upon the Disclosing Party's Proprietary Information.

4. Ownership of Proprietary Information. Recipient agrees that it shall not receive any right, title or interest in, or any license or right to use, the Disclosing Party's Proprietary Information or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise. Each of the parties hereto represents, warrants and covenants that the Proprietary Information which it discloses to the other party pursuant to this Agreement has not been stolen, appropriated, obtained or converted without authorization. Recipient understands and acknowledges that nothing herein requires the disclosure to Recipient or its Representatives of any Proprietary Information, which shall be disclosed, if at all, solely at the option of the Disclosing Party. Disclosing Party, in its sole discretion, may withhold from or redact competitive or other information contained in the Proprietary Information. Nothing in this Agreement obligates Disclosing Party to make any particular disclosure of Proprietary Information or to complete, revise or update any information.

5. No Representations and Warranties.

(a) The Proprietary Information is being provided to Recipient “as is” and Recipient acknowledges that neither the Disclosing Party nor any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Proprietary Information. Recipient further understands and agrees that any of the Proprietary Information prepared by the Disclosing Party was prepared for its internal purposes only, and thus may not be suitable for Recipient’s purposes, that Recipient will make its own independent evaluation of the Purpose, that Recipient will not be relying on the Disclosing Party or any of its Representatives in connection with the Purpose, and that neither the Disclosing Party nor any of its Representatives is acting as Recipient’s broker or advisor in connection with the Purpose. Recipient further agrees that neither the Disclosing Party nor any of its Representatives shall have any liability to Recipient or to any of its Representatives relating to or resulting from the use of the Proprietary Information.

(b) Recipient acknowledges that only those representations or warranties that are made in a final definitive agreement regarding the Purpose (a “Definitive Agreement”), when, as and if executed and subject to such limitations and restrictions as may be specified therein, will have any legal effect on the Disclosing Party and its Representatives. Recipient agrees that unless and until a Definitive Agreement has been executed by all parties thereto, neither the Disclosing Party nor Recipient will be under any legal obligation of any kind whatsoever with respect to the Purpose by virtue of this Agreement except for the matters specifically agreed to herein. For the purposes of this Agreement, the term “Definitive Agreement” shall not include an executed letter of intent or any other preliminary written agreement.

6. Return of Proprietary Information. Unless prohibited by law, regulation or reasonable document retention policy, Recipient shall, upon the written request of the Disclosing Party, return to the Disclosing Party all Proprietary Information received by Recipient or its Representatives from the Disclosing Party (and all copies and reproductions thereof). In addition, Recipient shall destroy: (i) any notes, reports or other documents prepared by Recipient which contain Proprietary Information of the Disclosing Party; and (ii) any Proprietary Information of the Disclosing Party (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Disclosing Party. Alternatively, upon written request of the Disclosing Party, Recipient shall destroy all Proprietary Information received by Recipient or its Representatives from the Disclosing Party (and all copies and reproduction thereof) and any notes, reports or other documents prepared by Recipient which contain Proprietary Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing shall require the erasure, deletion, alteration or destruction of back-up tapes and other back-up media made in the ordinary course of business. Notwithstanding the return or destruction of the Proprietary Information, Recipient and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder.

7. Miscellaneous.

(a) This Agreement supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by the parties. This Agreement was negotiated between legal counsel for the parties and any ambiguity in this Agreement shall not be construed against either party.

(b) Each party acknowledges that it is aware of its obligations under United States securities laws regarding an issuer while in possession of material non-public information of such issuer.

(c) This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns, but neither party shall assign its rights under this Agreement without the prior written consent of the other party.

(d) This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof. Each of the parties waives its right, if any, to trial by jury. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(e) The provisions of this Agreement are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable for such purpose. The Recipient agrees that any breach of this Agreement may cause the Disclosing Party substantial and irreparable injury and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to specific performance and other injunctive and equitable relief.

(f) The waiver by any party hereto of any right arising hereunder as a result of a failure to perform or a breach by the other party shall not be deemed as a waiver of any other right arising hereunder as a result of any other breach or failure by said other party, whether such other breach or failure is of a same or different nature.

(g) The confidentiality obligations imposed by this Agreement shall continue with respect to the Proprietary Information disclosed hereunder until the second anniversary of the date hereof; provided, however, that the confidentiality obligations imposed by this Agreement with respect to (i) source code included in the Proprietary Information or (ii) SprintFWD's databases (and the data therein and the intellectual property underlying such databases) shall continue in perpetuity.

(h) Any and all written notices, communications and deliveries between the parties with reference to this Agreement shall be sufficiently made on the date received if

sent by registered mail or overnight delivery to the respective address set forth above, subject to change upon written notice, of the other party.

(i) For the convenience of the parties, this Agreement may be executed by facsimile or electronic signature, and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both parties.

-Signature Page to Follow-

EXECUTED as of the day and year first set forth above.

The Speedshop KK

By: 

Nathan Berkopec

Owner

SprintFWD, LLC

By: _____

Ashley Heron
Managing Director