

CONFIDENTIALITY AGREEMENT

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This Confidentiality Agreement (this "Agreement") is made as of this 13 day of July, 2022, by and between Mitsubishi HC Capital America, Inc. and KWIPPED, Inc (dba APPROVE), a Corporation incorporated under the laws of North Carolina (together with its Subsidiaries), each of whom may hereinafter be referred to individually as a "Party" and collectively as the "Parties". The Party disclosing Confidential Information (as defined below) to the other is hereinafter referred to as the "Disclosing Party" and the Party receiving such Confidential Information is hereinafter referred to as the "Receiving Party."

The Parties are considering investigating and possibly entering into a business relationship with one another in connection with a possible commercial relationship (the "Purpose").

In recognition and in consideration of the above and the mutual covenants contained herein, the Parties agree to be strictly bound by the terms and conditions set forth below.

I. Confidential Information.

(a) The Receiving Party shall hold the Disclosing Party's Confidential Information in confidence using the same degree of care it uses to protect its own confidential information of like kind and shall use the Confidential Information only in connection with the Purpose. Unless otherwise permitted hereunder, the Receiving Party shall not disclose the Disclosing Party's Confidential Information, or the fact that it has been made available to the Receiving Party, except that the Receiving Party may disclose the Confidential Information to those employees, officers, directors, agents, consultants and representatives of the Receiving Party (collectively, the "Representatives") who have a need to know such information in connection with the Purpose. The Receiving Party shall be liable for any breach of this Agreement by its Representatives.

(b) For purposes of this Agreement, "Confidential Information" shall mean all trade secrets, confidential knowledge, and proprietary data of any kind or nature whatsoever relating to the Purpose, provided it is received by the Receiving Party in tangible form and marked as "confidential" or "proprietary" or in some other manner that indicates it should reasonably be deemed to be Confidential Information. Confidential Information may include, but not be limited to, customer lists, financial or other information related to customers and/or dealers, financial information, business opportunities, cost and pricing data, records, marketing information and know-how of the Disclosing Party.

(c) As used herein, the term "Confidential Information" does not include information which (i) was generally known or available to the public at the time of its disclosure, discovery or production hereunder, or which after such disclosure, discovery or production became generally known or available to the public, provided that such disclosure, discovery or production was made or occurred through no act or omission of a Representative of the Receiving Party which violates the terms of this Agreement; (ii) is demonstrated to have been in the Receiving Party's possession prior to its disclosure, discovery or production hereunder; (iii) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (iv) is disclosed with the prior written consent of the Disclosing Party; or (v) is required to be furnished pursuant to law, regulation or legal process.

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(d) If the Receiving Party is required by law or legal process to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party shall promptly notify, so long as the Receiving Party is not otherwise prohibited by law or regulation, the Disclosing Party in writing so that the Disclosing Party may seek an appropriate protective order or other remedy at the sole cost of the Disclosing Party. In any event, the Receiving Party shall furnish only that portion of such Confidential Information which is legally required and will obtain reasonable assurances from all parties receiving the designated portions of such Confidential Information that confidential treatment will be accorded such Confidential Information. Notwithstanding any such disclosure, any such Confidential Information so disclosed shall, for all other purposes, continue to be treated as Confidential Information under this Agreement.

2. Further Obligations.

(a) Nothing contained in this Agreement shall be construed to obligate either Party to disclose to the other Party any Confidential Information. The disclosure of Confidential Information pursuant to this Agreement, and any prior or future discussions, evaluations or other communications between the Parties, shall not confer any right nor impose or create any obligation on the Parties other than those expressly agreed to in this Agreement. Notwithstanding the foregoing, the Disclosing Party shall make a good faith effort to deliver to the Receiving Party Confidential Information that is complete and accurate but undertakes no obligation to disclose any particular information to the Receiving Party.

(b) If either Party decides that it is not interested in proceeding with the Purpose (or any specific transaction), all copies of the Confidential Information, except for that portion of the Confidential Information which consists of analyses, compilations, forecasts, studies, or other documents prepared by the Receiving Party, upon the Disclosing Party's written request, will be destroyed or rendered unusable as soon as commercially practical. That portion of the Confidential Information which consists of analyses, compilations, forecasts, studies, or other documents prepared by Receiving Party will be held by the Receiving Party and kept confidential and subject to the terms of this Agreement, or destroyed. Notwithstanding the foregoing, the Receiving Party shall be permitted to retain Confidential Information in compliance with law, regulation or record retention policy, and neither Party shall be obligated to purge copies of Confidential Information from electronic media used solely for disaster recovery backup purposes.

3. Injunctive Relief. It is understood and agreed by the Parties that each may be irreparably injured by a breach of this Agreement and that monetary damages may not be a sufficient remedy for any actual or threatened breach of this Agreement. In addition to any remedies available at law, in the event of any actual or threatened breach of this Agreement, the Disclosing Party may seek equitable relief, including injunction and specific performance.

4. Relationship of the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency or any other relationship between the Parties, and neither Party shall have any obligation to enter into any financing transaction or arrangement. Neither Party shall be deemed either expressly or by implication to be the agent or partner of the other Party for any purpose whatsoever, including for the Purpose. Neither Party shall have the right to represent or bind the other Party to any obligation, contract, performance,

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or course of dealing.

5. Assignment. This Agreement may not be assigned, delegated or transferred by either Party in any way without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

6. Amendment. This Agreement may only be amended, modified, rescinded, canceled or restated by a writing executed by each of the Parties hereto.

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7. Governing Law, Jurisdiction and Waiver of Jury Trial. The Parties agree that this Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of New York, without reference to its conflict of laws provisions. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8. Term. This Agreement will terminate upon the earlier of (a) one (1) year from the date hereof; or (b) upon the execution of a definitive agreement between the parties with respect to the Purpose.

9. Severability. If any provision hereof is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such unenforceability or invalidity shall not affect the enforceability or validity of any other provision of this Agreement.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter set forth herein, and supersedes all prior or contemporaneous agreements, arrangements and understandings, whether written or oral, of the Parties.

11. Counterparts. This Agreement may be executed (including by facsimile or PDF transmission) by one or more of the Parties on any number of separate counterparts. All of such counterparts taken together shall be deemed to constitute one and the same instrument, and (if by facsimile or PDF transmission) each such facsimile or PDF transmission shall have the same force and effect as if an original document with original signatures. Each Party may use such facsimile or PDF transmission signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the authorized representative of each Party has duly executed this Agreement as of the date set forth above.

KWIPPED, Inc.

Mitsubishi HC Capital America, Inc.

By:_____

By:_____

Name: Robert Preville_____

Name:_____

Title: Chief Executive Officer__

Title:_____