**NON-DISCLOSURE AGREEMENT**

Agreement dated as of the 1st. day of July 2024 among;

**Mr. S.J.J. Hermes, born 15-06-1966, Dutch national carrying the passport BGR2C2F12, Managing Director of HTC Global Co. Ltd,**

(hereinafter referred to as „HTC“) including any subsidiairies and other companies which are part of the HTC Group worldwide

and

**<NAME COMPANY>, legally represented by <NAME DIRECTOR(S)>**



(hereinafter referred to as „Company”)

**WHEREAS,** the parties desire to enter into negotiations regarding developing an integrated mattress recycling concept, investing in, and funding of any the companies or organizations to be created within this concept and funding it’s associated expenses (the “Project");

**WHEREAS,** in connection with the Project, HTC may disclose to COMPANY certain of its proprietary and confidential information and COMPANY may disclose to HTC certain of its proprietary and confidential information, including but not limited to specifications, samples, descriptions and other technical and economic data, records and information pertaining to the Project (the "Confidential Information");

**WHEREAS,** both HTC and COMPANY agree to use such Confidential Information solely for the evaluation and benefit of the Project in accordance with the terms and conditions set forth below:

This non-disclosure agreement is valid as of the agreement date and valid until 5 years after the business relationship has ended.

**NOW THEREFORE:**

1. HTC may disclose to COMPANY certain of its proprietary and confidential Information including but not limited to technical and financial data, records and information pertaining to the Project.
2. COMPANY may disclose to HTC certain of its proprietary and confidential Information including but not limited to technical and financial data, records and information pertaining to the Project
3. Confidential Information disclosed hereunder shall be disclosed in writing or verbally. Both parties and its directors, officers, employees, agents and advisors (including attorneys and accountants) shall maintain each others Confidential Information in confidence and shall not itself use, except for the benefit of the Project, or disclose the same to others without the prior written consent of the respective party except when and to the extent such Confidential Information either:

a) was known to either party prior to the disclosure thereof by the other party, and was declared as such at the time of disclosure by either party, or

b) is, or hereafter becomes, other than through the actions of either party, generally available to the public, or

c) is disclosed to either party by a third party in good faith and not in violation of any confidentiality agreement with or other obligation of secrecy to either party , as evidenced by the nature and source of such information, or

d) is developed by either party independently of any disclosure made hereunder, as evidenced by either party's written records, or

e) is required to be disclosed by law or a court of competent jurisdiction, provided, however, that either party shall notify the other party so that the parties may seek an appropriate protective order.

4 Both parties agree that they will make available Confidential Information to persons within its organisation only on a "need to know" basis and that all persons to whom such Confidential Information is made available will be made aware of the strictly confidential nature of such Confidential Information and the restrictions imposed hereunder on the use thereof.

5 No rights or licences under any patent or under Confidential Information owned by either party are granted hereunder to the other party.

6 Either party will not - without the other party’s prior written consent - disclose either party’s interest in the Project or the fact that the parties are working on the Project.

7 Upon the conclusion of the Project undertaken by the parties in connection with the Project or at any such earlier time as either party may request, the other party shall return to the respective party (or in the event that Confidential Information has been provided in electronic form delete) such Confidential Information will cause its directors, officers, employees, agents, representatives and advisors within its possession and/or control also to do so. Such material will include copies, summaries, analysis and extracts thereof.

8 Either party makes no representation and gives no warranty as to the accuracy or completeness of the Confidential Information. The parties agree that either party shall have no liability to the other party or any of its respective representatives or advisors for loss or damage resulting from the use of the Confidential Information.

9 The parties agree that unless and until a definitive agreement with respect to a possible cooperation has been executed and delivered, no party will be under any legal obligation of any kind whatsoever with respect to such a cooperation by virtue of this Agreement or any written or oral expression with respect to such a cooperation by any of its directors, officers, employees, agents or any other representatives or its advisors or representative thereof except, in the case of this Agreement, for the matters specifically agreed to herein. The agreement set forth in this paragraph may be modified or waived only by a separate written agreement of the parties expressly modifying or waiving such agreement.

10 For a period of one year from the date thereof, either party will not solicit for hire or hire as an employee or independent contractor any person currently employed or working as an independent contractor by the other party.

11 In case of breach of disclosing information with regards to the type of material and/or the pricing of the materials by either party or any of its officers, directors, employees, agents, representatives or advisors, the breaching party shall pay to the other party penalties in the amount of

THB 500,000.- (said five hundred thousand THB) for each breach. The payment of penalties shall not preclude the non breaching party from further enforcing its rights under this Agreement in accordance with the applicable law. In case of breach of disclosing any other confidential information by either party or any of its officers, directors, employees, agents, representatives or advisors, this party shall compensate the other party for direct damages caused by the breach, nothwithholding the .

12 It is understood and agreed that no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

13 This Agreement constitutes the entire agree­ment of the parties in respect of the subject matter hereof and may not be amended except in writing and signed by both parties.

14 Either party shall be entitled to equitable relief including injunction and shall be entitled to a temporary restraining order and to such other remedies as may be available under applicable law if the other party breaches this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of Thailand without regard to its conflict of laws provisions. Any action brought in connection with this Agreement shall be brought in courts in Bangkok, Thailand, and the parties consent to the exclusive jurisdiction of such courts.

IN WITNESS WHEREOF, the parties have accepted this agreement as of the date first above written and confirmed here below.

Signed for and on behalf of

Stefan Hermes on behalf of HTC Co. Ltd (in registration)

A signature on a white background

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Signed for and on behalf of **<COMPANY**>

<**NAME DIRECTOR**>

Dated 1st of August, 2024