

NON-DISCLOSURE AGREEMENT

ENTERED INTO BY AND BETWEEN:

- (1) **Landbell USA Inc (and Affiliates)** having its office situated at 224 W 35th St Ste 500 #811 New York 10001 USA, hereinafter referred to as "LANDBELL USA", and
- (2) _____ having its address at _____ hereinafter referred to as "the Company", each a "Party" and together the "Parties";

ON _____

WHEREAS

The parties are entering into this Non-Disclosure Agreement (hereinafter "NDA" or "Agreement") to protect the confidentiality of and to prevent unauthorized use and disclosure of their Confidential Information which they desire to disclose to each other for the purpose of exploring a possible business relationship concerning the completion of the Needs Assessment in California under SB 707 Responsible Textile Recovery Act of 2024 ("Purpose"). Pursuant to this Purpose a Party ("Discloser") may disclose to the other Party ("Recipient") certain proprietary or confidential, technical, commercial or financial information and the Recipient may draw certain conclusion or evaluation based on such confidential information disclosed by Discloser which the Recipient acknowledges to be valuable proprietary information of the Discloser or its Affiliates;

NOW, THEREFORE, the Parties agree as follows

1. Definitions

"Affiliate(s)" with respect to a Party means any entity (including without limitation any individual, corporation, company, partnership, limited liability company or group) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Party, and a person "controls" the entity if it owns or controls more than fifty (50) percent of the shares, equity interest, or other securities entitled to vote for election of directors or other managing authority in the entity. Affiliates of LANDBELL USA shall also encompass "ERP Portugal Associação Gestora de Resíduos", "ERP Finland ry", associations under Portuguese and Finish Law as well as SEWA, a.s., incorporated under the Laws of Slovakia and "WEEE NL", incorporated under the Laws of the Netherlands;

"Confidential Information" means (i) any and all proprietary or confidential technical, commercial, industrial, economic-financial, strategic information and data, business secrets, programs, processes, knowledge, know-how and similar information and data, and all copies or other reproductions thereof or related to products, services, activities, plans, strategies, financial status or any other aspect of its business that should reasonably be recognized as Confidential Information of the Discloser, whether provided in written, visual or oral form whether or not such information is labelled or otherwise identified as "Confidential" or "Proprietary," and, (ii) the terms, status or other facts with respect to the possible business relationship between the parties, including even the existence thereof (and including without limitation any INVITATION TO TENDER (RFQ) made by Discloser to Recipient) or that Confidential Information has been made available to Recipient; and

"Representatives" as used in this Agreement shall mean directors, officers, employees of a Party or its Affiliates.

2. Use of the Confidential Information

- 2.1. The Confidential Information shall solely be used for the Purpose detailed above. The Confidential Information shall not be used by the Recipient for different purposes without prior written authorization from the Discloser.
- 2.2. The Recipient shall not disclose the Confidential Information to any person in any manner whatsoever other than its Representatives for the internal use of the Recipient when necessary for evaluating the Purpose and provided (i) that the Confidential Information is only being disclosed on a strict need to know basis in order to accomplish the Purpose, (ii) they are first informed of the confidential nature of the of the Confidential Information and that it cannot be further disclosed by them and (iii) that the Recipient Representatives are bound by employment or intra-group confidentiality obligations and policies which are at least as severe as those of this NDA. The Recipient will be responsible for the breach of this NDA by its Representatives. The Recipient agrees to immediately notify the Discloser in the event of any unauthorized disclosure or use of the Confidential Information by Recipient or the Recipient Representatives (and include a reasonably detailed description of the facts relating thereto). The Recipient might also disclose Confidential Information on a need to know basis to its tax advisor, financial advisor, lawyer or auditors for internal purposes, provided such third party is bound by an equivalent NDA or statutory or regulatory duty of professional secrecy.
- 2.3. The Confidential Information disclosed by the Discloser shall be held by the Recipient and its Representatives in confidence using the same degree of care to avoid disclosure, publication or dissemination of Confidential Information as it employs with respect to its own most valuable Confidential Information which shall in no event be less than a reasonable degree of care.
- 2.4. The Recipient shall, upon written request from the Discloser, return the Confidential Information and any copies of it or confirm to the Discloser in

writing that, save as required by law or regulation and as technically possible, it has been destroyed. Notwithstanding the return or destruction of Confidential Information, the Recipient will continue to be bound by the terms and obligations of this Agreement.

- 2.5. Each of the Parties acknowledges that it shall not be possible for the Recipient, its Affiliates or Representatives to eradicate all electronic footprint of any such items stored on the Recipient or its Affiliates or Representatives' computers and that this shall not be deemed a breach of this Agreement. The provisions of this NDA will continue to apply to any retained Confidential Information for so long as the Confidential Information is retained by Recipient.

3. Exceptions

- 3.1. This NDA shall apply to all Confidential Information disclosed between the Parties regarding the Purpose with the exception of Confidential Information which the Recipient is able to demonstrate (i) is or becomes publicly known or publicly available without breach of this Agreement, (ii) was rightfully disclosed to Recipient by a third party without restriction on disclosure, (iii) was in Recipient's possession before receipt from Discloser (and was disclosed to Recipient by a third party who was not under any contractual, legal or fiduciary obligation restricting or prohibiting transmittal of such information to Recipient), (iv) is independently developed by Recipient without the use of any of the Confidential Information.

- 3.2. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority, but in that case the Recipient shall promptly inform the Discloser as soon as reasonably practicable and shall reasonably cooperate with Discloser's efforts (at Discloser's expense) to seek an appropriate protective order or confidential treatment of the Confidential Information.

4. Liability and warranty

- 4.1. Any and all Confidential Information of the Discloser shall remain the property of the Discloser. No intellectual property right (i.e., patent, copyright, trademark or any other right or license) expressed or implied, is hereby conveyed or granted by the Discloser to the Recipient.
- 4.2. Confidential Information is provided by the Discloser "as-is" with no warranty of any kind. The Discloser does not make any warranties express or implied regarding the accuracy, completeness, performance, merchantability, fitness for use, non-infringement of any intellectual property rights, and disclaims any and all implied warranties (including without limitation warranties of merchantability or fitness for a particular purpose). The Discloser accepts no responsibility or liability for the use of Confidential Information by the other Party and shall not be under any obligation to update or correct any inaccuracies which may become apparent in any Confidential Information. Nothing in this paragraph operates to exclude or limit any liability for fraud.

5. Duration

- 5.1. This Agreement shall become effective as of the Effective Date for a period of the *longer* of (a) five (5)-years from the date hereof or (b) until the expiration or termination of any written agreement entered into between Discloser and Receipt during such five (5)-years following the date of this NDA; *provided, however*, that any information constituting a trade secret shall be protected beyond such terms so long as such information qualifies as a trade secret under California law. Recipient's obligations under this NDA, with respect to Confidential Information disclosed before termination shall continue and apply to the Parties, the Representatives and their respective successors and assignees unless specifically released by that other Party in writing.
- 5.2. This Agreement shall have retroactive effect for any Confidential Information relating to the Purpose which has been disclosed by a Party, its Affiliate or Representative prior to the Effective Date.

6. Miscellaneous

- 6.1. The Parties may have or execute at a later stage contracts with each other covering other specific aspects of their relationship ("Other Contract(s)"). The Other Contract(s) may include commitments about confidential information. If so, those obligations remain in place for purposes of the Other Contract and the Other Contract shall take precedence to the extent of any conflict between this NDA and the Other Contract. With this exception, this NDA is the entire agreement between the Parties regarding the Confidential Information. It replaces all other prior oral or written communications between the Parties regarding these disclosures of the Confidential Information. This Agreement (including this section) may not be amended except in writing by agreement of the Parties.
- 6.2. Neither Party shall assign or transfer any of its rights or obligations under this NDA without the prior written consent of the other Party, such consent not to be unreasonably withheld.

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- 6.3. Nothing in this Agreement or the disclosure or receipt of Confidential Information shall be deemed to oblige the Parties to enter into any further agreement with respect to the Purpose or any other subject matter.
- 6.4. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of California applicable to agreements made and to be performed wholly within such jurisdiction (notwithstanding any choice of law principles, statutes or rules to the contrary) , and the courts of California shall have exclusive jurisdiction. Any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the party that drafted it, is of no application and is hereby expressly waived. The non-prevailing party in any action shall reimburse to the prevailing party all of the prevailing party's costs and expenses incurred in connection with such dispute (including, without limitation, reasonable attorneys' fees and expenses and expert witness fees and expenses).
- 6.5. No failure or delay by either Party in exercising part or all of any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege.
- 6.6. If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this agreement shall not be affected.
- This Agreement may be executed in any number of counterparts, and any party hereto may execute any such counterpart, each of which when

executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of facsimile or electronic transmission (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. In the event necessary or desirable for filing or recording as an official document, each party shall promptly deliver to the others such number of original executed copies as the others may reasonably request.

LANDBELL USA, duly
represented by **Company**, duly represented by

John Hayes Name

President Title

Date Date