

# Non-Disclosure & Non-Compete Agreement

This agreement has today been signed by the following parties:

- 1. BUYER'S DESIGNATED PURCHASE PARTNER:** Appleton Capital AB (and its business division Appleton Care, [www.appletoncare.com](http://www.appletoncare.com)), Swedish Company Organization Number: 559180-1161, and its CEO Olof Andersson, Erik Dahlbergsallén 15, Gårdshuset, 115 20 Stockholm, SWEDEN, Mob: +46 70 875 9000, [olof@appletoncare.com](mailto:olof@appletoncare.com). Bank of Appleton Capital AB: Revolut Business\*

*\* if paid in USD, EUR or any other currency: IBAN: GB68 REVO 0099 6979 6738 60, BIC/SWIFT: REVOGB21*

*\* if paid in GBP: Account Number: 55200729 & Sort code: 04-00-75*

- 2. BUYER BROKER:**.....  
.....  
.....  
.....

- 3. BUYER:**.....  
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.....  
.....

## 1. PARTIES & OBJECTIVE

The Designated Purchase Partner should on behalf of the Buyer to buy Goods comprising ..... units of ..... The Designated Purchase Partner is allowed to source these gloves worldwide and his mission is to do this deal at the CIF price ..... for shipment to ..... harbor/airport.

## 2. INFORMATION

All information provided by the above parties to each other is strictly confidential and is not allowed to be shared with anybody else. Party 1 is only allowed to use necessary information in order to complete its task. Party 1 should have full transparency (besides its profit margin) toward the other two parties thru this purchase process.

## 3. NON-COMPETE & EXCLUSIVITY

The parties 1-3 (nor any of their contacts & associates) are not allowed to compete with each other in any way. The Buyer, Buyer Broker or any of their associates are not allowed to buy the Goods themselves without the Designated Purchase Partner. Also the Designated Purchase Partner is not allowed to sell the Goods to anybody else then the Buyer via the Buyer Broker. If the Buyer has any option to do a repurchase in the future from the Seller or any of his connections these transactions has to go via the Designated Purchase Partner as well as the Buyer Broker. The Buyer and the Buyer Broker thus acknowledge the Designated Purchase Partner's exclusive right to its intellectual capital and his exclusive right to the Seller and neither the Buyer, Buyer Broker nor any of their associates are allowed to contact the Seller in any way after this transaction has been completed. Instead all communication should go via the Designated Purchase Partner. In the same way the Designated Purchase Partner (and the Seller) acknowledge the Buyer Broker's exclusive right to its intellectual capital and his exclusive right to the Buyer and neither the Seller, the Designated Purchase Partner nor any of their associates are allowed to contact the Buyer in any way after this transaction has been completed. Instead all communication should go via the Buyer Broker.

## 4. DELIVERY TERMS

The Goods will be delivered to London harbor and the Designated Purchase Partner should arrange that and monitor it and ensure the process is safe and secure.

## 5. QUALITY OF GOODS

The quality will be specified in the Designated Purchase Agreement and it is the Sellers responsibility to fulfill this quality and to provide all parties with certificates requested such as CE. The Designated Purchase Partner will have a similar agreement with Seller so that everything that is requested by the Buyer will also be promised by Seller.

## 6. PURCHASE PRICE

The CIF purchase price of the Goods is fixed at ..... and this price cannot be changed by any other party. What could change this price is due to force majeure, e.g. if raw material prices changes so that the Seller wants to adjust its ..... prices or Seller runs out of stock and we might need to find another Seller that might have higher prices. The Buyer has then of course the first right of refusal.

## 7. PAYMENT TERMS

After Buyer signed NDA and Designated Purchase Agreement and reviewed & confirmed the unmasked product sheets & certificates: 100% Pre-Payment of ..... to Designated Purchase Partner Appleton Capital AB: Revolut Business\*

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The buyer may need to provide Proof of Funds (POF) and LOI of his intent that he has assigned Appleton Capital AB as its designated purchaser. The LOI will be provided by Appleton Capital for Buyer to sign.

## 8. RESPONSIBILITY

The Seller, transportation company and insurance company are responsible for the Goods until they have been delivered to London port. The Designated Purchase Partner is not responsible for the Goods but only for providing accurate information and to minimize the risks in the transaction. The Designated Purchase Partner is responsible to insure the Goods during the shipment.

## 9. APPLICABLE LAW

Any disputes regarding this agreement should be resolved in Swedish courts.

## 10. CONFIDENTIALITY

This agreement is strictly confidential and no party is allowed to disclose anything in this agreement.

I ACKNOWLEDGE THAT, BEFORE PLACING MY SIGNATURE HEREUNDER, I HAVE READ ALL OF THE PROVISIONS OF THIS AGREEMENT, AND HAVE THIS DAY RECEIVED A COPY OF IT.

IN WITNESS WHEREOF, I have executed this Agreement by signing below:

PARTY: #1

PARTY #2

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

PARTY: #3

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME