

Non-Disclosure and Non Competition Agreement

This confidentiality and Non- competing Agreement ("**The Agreement**") is made today,

Between:

Smiling House Group (Smiling House Ltd, Villa Tracker Ltd and Triangle Luxury Ltd),
Mettlenstr. 16, 3780 Gstaad, Switzerland,
("**The Entrepreneur**")

And:

(the "**Information receiver**")

In regards to:

Holiday Rentals, Real Estate and all related concepts, ideas, activities, dealings, commercial relationships, contacts, clients, business opportunities and so on. Hereafter- **The "Confidential Information"**

And;

Whereas the Entrepreneur and the Information receiver are in a cooperation with each other in relation to the Confidential Information; and

Whereas the Information receiver acknowledges that for the purpose of the cooperation with the Entrepreneur, it needs to receive from the Entrepreneur confidential information; and/ or competitive information and/or information of any sort; and

Whereas the Entrepreneur wishes to keep secret the Knowledge, the Concepts, the Business Opportunities, the Projects, the Financial information of any kind, the Business relations, the Home owners, the Clients, the Costs, the Prices, the Margins and any such confidential information

We hereby declare, confirm and undertake as follows:

1. Non-disclosure

(a) The term "**Confidential Information**" in this Agreement shall include (by way of illustration and not limitation), all information which shall be disclosed to The Information receiver by the Entrepreneur, relating directly or indirectly, to the different business activities, financial information, including but not limited to any know-how, technology, and/or intellectual property, whether registered or not, relating to business opportunities, concepts, ideas, logos, data, technology, technological operational information, current and planned development or experimental work, current and anticipated customer requirements, home owners and clients lists and agreement with any entity the Entrepreneur is dealing with in any way and in any form whatsoever, tangible or intangible, including but not limited to, information in oral or visual form.

1.1. The Information receiver hereby undertakes to keep the Confidential Information in strict confidence, and: (i) not to disclose the Confidential Information or any part of it, directly or indirectly, to any third party, without the prior written consent of the Entrepreneur; and/or (ii) not to use the Confidential Information or any part of it for any purpose other than the

cooperation with the Entrepreneur, and/or (iii) not to utilize or apply the Confidential Information or any part of it, directly or indirectly by itself or by another, in any way. The Information receiver will not compete directly or indirectly in any way with the entrepreneur in regards to the confidential information.

1.2. Upon such termination of this cooperation, the Information receiver will return to the Entrepreneur any information disclosed in any tangible form, and all copies thereof, containing any of the Confidential Information; if such Confidential Information is stored in electronic form, it shall be immediately deleted. The Information receiver will do so in a full cooperation manner which will help and support the Entrepreneur to smoothly continue his commercial activities with no delay and with no difficulties.

1.3. The Information receiver hereby confirms and commits that the Confidential Information as specified in this agreement includes all information and data ever shared by the Entrepreneur and the Information receiver including all information and data shared before the signing date of this agreement. Full retroactive confidentiality and non- compete will apply.

2. General

2.1. The Information receiver acknowledges and agrees that the Confidential Information and the rights derived from it are proprietary and shall remain the sole property of the Entrepreneur. Nothing in this Agreement shall be construed as granting the Information receiver any rights whatsoever in the Confidential Information or in the Entrepreneur's activities.

2.2. Nothing in this Agreement constitutes an undertaking or obligation for any form of cooperation in the future.

3. Miscellaneous

3.1. This Agreement shall not be assignable without the prior written consent of the Entrepreneur, and any assignment not permitted hereunder, shall be void.

3.2. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude the Entrepreneur from further exercise thereof of any other right, power or privilege hereunder.

3.3. This Agreement will be binding and it will survive the termination of any agreement, negotiations, cooperation or any business relationship between the parties to this Agreement.

3.4. This Agreement shall be binding upon the Information receiver and its respective successors, representatives, agents, employees, permitted assigns and any third party related to him whether directly or indirectly.

3.5. The parties desire and intend that all of the provisions of this Agreement be enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable, in whole or in part, then such provision will be construed in a manner to permit its enforceability to the fullest extent permitted by law. In any case, the remaining terms of this Agreement or the application thereof to any person or circumstance other than those which have been held illegal, invalid or unenforceable, will remain in full force and effect.

3.6. Any dispute and/or legal issues will be processed, handled and settled according to the governing law of Switzerland and in the courts Saanen (BE), Switzerland.

4. No Competition

The INFORMATION RECEIVER commits to never compete under no circumstances with the Entrepreneur, not by himself, and not through any of his companies or any third party.

- The Information receiver acknowledges that the concept, ideas and business model are proprietary and belong solely to the entrepreneur.
- The Information receiver commits to keep all information related to the Confidential information secret and to not share with any third party the knowledge it will gain while it is involved in this project or in discussions of the potential cooperation.

NO COMMITMENTS EXIST NOR APPLY OTHER THAN EXPLICITLY DEFINED IN WRITTEN FORM, DATED & SIGNED. ANY FURTHER POINTS AND/OR ISSUES ARE VALID SOLELY WHEN IN WRITING, DATED AND SIGNED.

SIGNED:

By _____ (the Information receiver)

Date: