MUTUAL NONDISCLOSURE AGREEMENT

1. THIS MUTUAL NONDISCLOSURE AGREEMENT (this "**Agreement**") is made and entered into as of January 6, 2022 (the "**Effective Date**") by and between Gozney Inc, a wholly-owned subsidiary of Gozney Group Limited (UK), having its principal place of business at 18-19 Christchurch Business Park, Radar Way, Christchurch, England, and FUJIAN MAOYUAN HOUSEWARE CO.,LTD, together with its subsidiaries and Affiliates ("**Counterparty**"), having its principal place of business at JINJIMOUNTAIN 9, YUCHI VILLAGE, XICHENG TOWN, YOUXI COUNTY, SANMING CITY, FUJIAN, CHINA.. Gozney and Counterparty may be referred to herein individually as a "**Party**" or collectively, as the "**Parties**."

2. **Purpose**. The Parties wish to explore a possible business relationship of mutual interest (the "**Purpose**") and in connection therewith may disclose to each other confidential information that the Parties desire to be protected under the terms and conditions set forth in this Agreement.

3. **Confidential Information**. "**Confidential Information**" means all proprietary, confidential or related information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects (including without limitation samples and prototypes), including without limitation any of the following subject matter disclosed by the Disclosing Party to the Receiving Party, whether or not marked or designated as "Confidential," "Proprietary," or other similar designation: (a) intellectual property such as, but not limited to, patents, patent applications, copyrights, copyright registrations, and trade secrets, and/or (b) confidential information including, without limitation, (i) physical, chemical, or biological materials (such as, but not limited to, assays, reagents, samples, media, and compounds), and techniques for their handling and use; (ii) ideas, technology, techniques, sketches, schematics, drawings, works of authorship, models, designs, inventions, discoveries, preclinical and clinical data, know-how, technical information and documentation, processes, methods, concepts, algorithms, software programs and formulae; (iii) information concerning equipment or research and development projects and other projects (such as, but not limited to, preclinical and clinical data, specifications, engineering information, and works in process); (iv) business and financial information (such as, but not limited to, current, future, and proposed products and services, financial information and models, information relating to procurement requirements, purchasing or manufacturing, customer lists, product plans, product ideas, business strategies, marketing or business plans, financial or personnel matters, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and information regarding third parties, suppliers, customers, employees, investors, or facilities); (v) any information specifically designated as confidential by the Disclosing Party at the time of disclosure, or which the Receiving Party knows or should reasonably understand to be confidential information of the Disclosing Party; and (vi) any information created using the foregoing Confidential Information. Each Party further agrees that the existence and content of any discussions and negotiations between the Parties concerning the Purpose shall be deemed the Confidential Information of the other Party that is subject to the confidentiality restrictions hereof.

4. **Non-use and Non-disclosure**. The Receiving Party agrees to use the Confidential Information it receives from the Disclosing Party only for the Purpose. In particular, the Receiving Party shall not file any patent application containing any claim, the subject matter of which is derived from the Confidential Information of the Disclosing Party. The Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to any person or entity without the prior written consent of the Disclosing Party other than (i) the Receiving Party's employees, consultants, contractors, or other authorized representatives of the Receiving Party who are required to have the information for the Purpose and (ii) investment bankers, investors, lenders, acquirers, merger partners, or other potential financial or strategic partners and their attorneys and agents, in the case of each of clause (i) or (ii), only if such person or entity is legally bound by written confidentiality undertakings no less restrictive than those set forth herein. The Receiving Party shall remain responsible and liable for any failure by any such person or entity to whom the Receiving Party discloses Confidential Information pursuant to this Section 3. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the extent required by an applicable court order or by law; provided, however, that the Receiving Party that is so required to disclose the Confidential Information of the Disclosing Party shall, when possible, (iii) give the Disclosing Party reasonable advance written notice of such disclosure in order to permit the Disclosing Party to prevent or limit disclosure and otherwise secure confidential treatment of such Confidential Information (whether through protective order or

otherwise) and (iv) only disclose Confidential Information of the Disclosing Party to the extent minimally necessary for the Receiving Party to comply with such court order or law. The Receiving Party's obligations under this Section 4 shall not apply to Confidential Information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure to the Receiving Party by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure to the Receiving Party by the Disclosing Party through no action or inaction of the Receiving Party; (iii) is in the possession of the Receiving Party at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's contemporaneous written records prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party not under confidentiality obligations and without a breach of any obligations of confidentiality; (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by contemporaneous written records in the Receiving Party's possession; or (vi) was permitted to be disclosed by written authorization of the Disclosing Party.

5. **Maintenance of Confidentiality**. The Receiving Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party. Without limiting the foregoing, the Receiving Party shall take at least those measures to protect the secrecy and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party that the Receiving Party takes to protect and avoid disclosure and unauthorized use of its own Confidential Information of a similar nature, and in no event less than reasonable care, and require its employees, consultants, service providers, or other authorized representatives who are permitted under this Agreement to have access to Confidential Information of the Disclosing Party (collectively, "**Representatives**") to sign an agreement imposing upon such person restrictions on use and disclosure of the Disclosing Party's Confidential Information that are at least as restrictive as those in this Agreement prior to any disclosure of Confidential Information to such person. To the extent practicable, the Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any copies it makes of the Disclosing Party's Confidential Information in the same manner in which such notices were set forth in or on the original. The Receiving Party shall immediately notify the Disclosing Party in writing in the event of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party.

6. **No Obligation**. Nothing herein shall obligate either Party to disclose any of its Confidential Information or proceed with any transaction between them, and each Party shall have the right, in its sole discretion, to terminate the discussions contemplated by this Agreement at any time in accordance with Section 12.

7. **No Warranty**. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONFIDENTIAL INFORMATION IT DISCLOSES HEREUNDER EXCEPT THAT THE DISCLOSING PARTY REPRESENTS THAT IT HAS THE AUTHORITY TO DISCLOSE THE CONFIDENTIAL INFORMATION THAT IT DISCLOSES TO THE RECEIVING PARTY.

8. **Return of Materials**. All documents and other tangible objects containing or representing Confidential Information that have been disclosed by the Disclosing Party to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be, at the Disclosing Party's option, either promptly returned to the Disclosing Party or destroyed upon the Disclosing Party's written request. Notwithstanding the foregoing, a Receiving Party may retain a single archival copy of any tangible or electronic Confidential Information provided by the Disclosing Party under this Agreement, which copy shall (a) be accessed or used solely by the Receiving Party's legal advisors in connection with the review of its obligations under this Agreement and (b) remain subject at all times to the confidentiality obligations set forth in this Agreement.

9. **No License**. Nothing in this Agreement (i) is intended or shall be deemed to grant any option, license, or other rights to the Receiving Party under any patent, copyrights or other intellectual property rights of the Disclosing Party or (ii) grants to the Receiving Party any rights in or to the Confidential Information of the Disclosing Party other than the right to use Confidential Information internally for the Purpose as expressly set forth herein.

10. **Remedies**. The Receiving Party acknowledges that the Confidential Information of the Disclosing Party constitutes valuable trade secrets of the Disclosing Party and that any violation or threatened violation of this Agreement may cause the Disclosing Party irreparable harm for which its remedies at law may be inadequate. The

Receiving Party agrees that the Disclosing Party shall have the right, in addition to any other legal and equitable remedies, to seek the issuance of an *ex parte* restraining order or injunction to prevent any breach or continuing violation of the Receiving Party's obligations hereunder.

11. **Export**. Neither Party may transmit, directly or indirectly, the Confidential Information or any technical data received from the other Party, nor the direct product thereof, outside the United States without the Disclosing Party's prior written consent and in accordance with all export laws and regulations of the United States.

12. **Restrictions on Use of Material Nonpublic Information**. Each Party hereby acknowledges that it is aware, and agrees that it will advise its Representatives, that the other party to this Agreement is a publicly-traded company and that the United States securities laws prohibit any person who is in possession of material, nonpublic information concerning the matters which are the subject of this Agreement from purchasing or selling securities of the other party or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Each party further agrees that it will not, and it will cause its Representatives to not, use any Confidential Information received pursuant to this Agreement in violation of any applicable United States securities laws.

13. **Term and Termination**. This Agreement will be effective from the Effective Date and expire five (5) years after the Effective Date. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. The obligations of the Receiving Party with regard to Confidential Information disclosed by the Disclosing Party shall survive such expiration or early termination for five (5) years; provided that, in the case of Confidential Information that constitutes a trade secret of the Disclosing Party, such obligations shall continue for so long as such Confidential Information remains a trade secret under applicable law.

14. **Governing Law**. This Agreement will be governed in all respects by the laws of the State of Delaware as such laws are applied to agreements between residents entered into and to be performed entirely within Delaware and without giving effect to conflict of laws principles.

15. **Assignment**. Neither Party may assign any of its rights or obligations under this Agreement to any third party without the express, written consent of the other Party; provided, however, that both parties may assign its interest in this Agreement to an Affiliate or in connection with a merger or sale of substantially all of its business or that portion of its business pertaining to the subject matter of this Agreement, whether by merger, sale of stock, sale of assets or otherwise. . Any assignment in violation of this Agreement will be null and void. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the Parties.

16. **Affiliates**. The term "Affiliate" as used in this Agreement means, with respect to a Party, any other natural person or legal entity, including, without limitation, any business, corporation, company, association, limited liability company, partnership, limited partnership, joint venture, trust or other legal entity (each, a "Person"), that is now, or in the future, directly or indirectly Controlling, Controlled by or under common Control with such Party, where "Control" and derivative terms mean the possession, directly, or indirectly, of the power to direct or cause the direction of the management and policies of a Party or a Person, whether through the ownership of voting securities, by contract or otherwise.

17. **Severability**. Should any provision of this Agreement be held to be invalid, unenforceable, or illegal by a court of competent jurisdiction, such ruling will not affect or impair the validity, enforceability, or legality of any remaining portions of this Agreement, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. All remaining portions will remain in full force and effect as if the original Agreement had been executed without the invalidated, unenforceable, or illegal part.

18. **Miscellaneous**. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. This Agreement may be executed in two or more counterparts, each of which will be considered an

original, but all of which together will constitute one and the same instrument. A facsimile, PDF, or any other type of copy of an executed version of this Agreement signed by a Party is binding upon the signing Party to the same extent as the original of the signed Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GOZNEY GROUP LTD.		FUJIAN MAOYUAN HOUSEWARE CO.,LTD,	
By:		By:	
Name:		Name:	Sherry Chen
Title:		Title:	sales manager
Date:		Date:	2023.4.26