

Non-Exclusive Distribution Service Agreement

This Non-Exclusive Distribution Service Agreement ("Agreement") made by 9th September 2021 by and between

Windy Sport co., Ltd., a limited company incorporated in Thailand under registration no. 0105536092641 and having its registered office located at no. 59 Moo 17, Teparak road, Bangsaothong, Samutprakarn 10570 Thailand represented by Mrs. Nutsiri Wongprasertkarn, the authorized director to act on behalf of the company (hereinafter referred to as "Manufacturer") and

Motta co., Ltd., a limited company incorporated in Thailand under registration no. 0205559027748 and having its registered office located at no. 235 10-11 Walking St. Pattaya, Banglamung, Chonburi 20150 Thailand represented by Mr. Molin Khiawraksa, the authorized director to act on behalf of the company (hereinafter referred to as 'Distributor') (collectively, the "Parties").

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Hereby the owner of Windy Sport co., Ltd. and the manufacturer of "Windy" registered trademark and brand name in Thailand, authorized distributor to be an official non-exclusive service distributor for all boxing equipment under "Windy" brand and trademark ("Material") only for these following countries:
Thailand, Singapore, Malaysia, Australia, New Zealand, Canada, USA, Mexico, Brazil, United Kingdom, Ireland, The Netherlands, Belgium, Germany, Austria, Switzerland, French, Spain, Portugal, Italy, Poland, Russia, Greece, Sweden, United Arab Emirates and Dubai for 3 calendar years from 9th September 2021 to 9th September 2028
2. All of intellectual properties in the Material shall remain the sole property of Manufacturer. The rights granted to Distributor are non-exclusive, and nothing in this Agreement gives Distributor the right to claim ownership of the copyright and trademark in the Material. Without Manufacturer's prior written approval, the Distributor may not use the Material for any purpose other than provided by section 1.
3. The Manufacturer shall have the right to terminate this Agreement at all time by serving three (3) days' notice in writing to the Distributor.
Either Party shall be entitled to immediately terminate this Agreement by notice in writing if the other Party is negligent, engages in willful misconduct, commits an act of fraud or is in material breach of the terms of this Agreement;
4. The Distributor is responsible for maintaining the confidentiality of this Agreement, the manufacturing process, and any related documentation. The Distributor is not permitted to disclose them to anyone (except its advisers) and is not permitted to utilize the Agreement or such documents or information for any purpose other than that stated in this Agreement.
5. If any provision in this Agreement becomes void, invalid or unenforceable under the law, the Parties agree that the other provisions shall continue to be in full force and effect. However, the Parties shall enter into a negotiation in good faith to agree upon a provision with which the Parties are mutually satisfied, and set out a new provision having commercial effect as closest to that void, invalid or unenforceable provision.
6. This Agreement shall be governed by and construed in accordance with the laws of Kingdom of Thailand.

This Agreement is made in duplicate, each containing identical contents. Both Parties have thoroughly read and understood the contents of this Agreement. In the presence of the witnesses, the Parties have affixed their respective signatures and company seals (if any) on the date of this Agreement.

Signed

[Company's Seal]

Signed

[Company's Seal]

Motta co.,Ltd.

By
Mr. Molin Khiawraksa

Windy Sport co.,Ltd

By
Mrs. Nutsiri Wongprasertkarn

Signed

(MISS. SUPIN THIRASAK)

Witness