BAITY LADY STUDIO

Soft Goods Design & Development

Mutual Nondisclosure Agreement

Project: _____

This Mutual Nondisclosure Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") between **BaityLady Studio LLC**, an Oregon limited liability company, 880 Woodway Ct, Lake Oswego, OR 97034 ("Studio"), and _____, a _____ [state] _____ [entity type], located at _____ ("Client"). Studio and Client are each a "Party" and together the "Parties."

1. Purpose

The Parties want to share information to evaluate, and if they agree, carry out soft goods design and development work for the project named above (the "Purpose"). Either Party may share Confidential Information (as the "Disclosing Party") or receive it (as the "Receiving Party") under this Agreement.

2. Confidential Information

"Confidential Information" means any nonpublic information a Party shares with the other, in any form, including product concepts, designs, artwork, concept art, sketches, renderings, sewing patterns and pattern files, tech packs, specifications, samples, prototypes, materials and supplier information, construction methods, pricing, quotes, business and launch plans, and the existence and details of the Project. Information is Confidential Information whether or not it is marked, as long as a reasonable person would understand it to be confidential.

3. Exclusions

Confidential Information does not include information that the Receiving Party can show:

- is or becomes public through no fault of the Receiving Party;
- was already known to the Receiving Party without a duty of confidentiality;
- was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or
- was received from a third party with no duty of confidentiality.

4. Obligations

The Receiving Party will:

- use Confidential Information only for the Purpose;
- protect it with at least the same care it uses for its own confidential information, and no less than reasonable care;
- not disclose it to anyone except as allowed in Section 5;
- not reverse engineer, copy, or recreate the Disclosing Party's samples, prototypes, or patterns except as needed for the Purpose; and
- promptly notify the Disclosing Party in writing of any unauthorized use or disclosure it becomes aware of.

5. Permitted Recipients

(a) Team and advisors. Each Party may share Confidential Information with its owners, employees, contractors, attorneys, accountants, and advisors who need it for the Purpose and are bound by written or professional confidentiality duties at least as protective as this Agreement. Client may also share Studio's Confidential Information with its prospective manufacturers on the same basis, to the extent needed for the Purpose.

(b) Studio specialists. Studio may share Client's Confidential Information with U.S.-based specialists who support its work, such as digitizers, pattern cutters, and sample makers, provided each has signed a written confidentiality agreement at least as protective as this Agreement. Before sharing, Studio will email Client the specialist's name. No approval is required. Each specialist will return Client's units, patterns, and files to Studio when their work is complete.

(c) Responsibility. Each Party is responsible for any breach of this Agreement by anyone it shares Confidential Information with.

6. Software and AI Tools

Either Party may use software tools, including AI tools, to work with the other Party's Confidential Information, only for the Purpose and only where the tool's settings prevent the provider from using the inputs to train its models. Neither Party will enter the other Party's Confidential Information into any tool that makes it publicly available. Public display of any work is governed by Section 8.

7. Ownership, Know-How, and Independent Work

(a) Each Party keeps its own. Each Party keeps all rights in its own Confidential Information and pre-existing intellectual property. Nothing in this Agreement grants a license or transfers ownership, except the limited right to use Confidential Information for the Purpose.

(b) Studio Know-How. Studio's general skills, knowledge, experience, techniques, construction methods, processes, base patterns, blocks, and templates, whether developed before or during the Project ("Studio Know-How"), remain Studio's property. Studio may continue to use Studio Know-How for any client, as long as it does not use or disclose Client's Confidential Information.

(c) Project work. Ownership of designs, patterns, and other deliverables created for the Project will be set out in a signed services agreement and will transfer only as that agreement states, on payment. Until a

services agreement is signed, Studio will not use work derived from Client's Confidential Information for anyone other than Client.

(d) Freedom to work. This Agreement does not create any exclusivity or non-compete. Either Party may develop or work on products similar to the other Party's, including Studio working with other clients in the same product categories, as long as it does not use the other Party's Confidential Information.

8. Portfolio and Publicity

Neither Party will publicly announce the relationship or the Project without the other Party's written approval. After Client's product is publicly launched, Studio may show images of its work on the Project in its portfolio, website, and social media, limited to images and captions Client has approved in writing. Client will not unreasonably withhold or delay approval. Client may publicly credit Studio for its work with Studio's written approval.

9. Return of Materials

Within 30 days of a written request, or when discussions end, the Receiving Party will return or destroy the Disclosing Party's Confidential Information and confirm in writing on request. Physical samples, prototypes, and materials are returned to their owner, with shipping paid by the owner. The Receiving Party may keep copies held in routine backups or required by law, and its own business records such as quotes, invoices, and correspondence. Anything kept remains subject to this Agreement.

10. Required Disclosure

If the Receiving Party is required by law or court order to disclose Confidential Information, it will give the Disclosing Party prompt written notice where legally allowed, so the Disclosing Party can seek protection, and will disclose only what is legally required.

11. Term

This Agreement covers information shared within two (2) years of the Effective Date. Confidentiality obligations continue for five (5) years after the last disclosure, and for trade secrets, for as long as they remain trade secrets. Either Party may end this Agreement early with written notice; obligations for information already shared continue as stated above.

12. No Obligation; No Warranty

This Agreement does not obligate either Party to enter into any business relationship. Any services will be provided only under a separate written agreement, such as a signed quote, master services agreement, or statement of work. All Confidential Information is provided "as is," without warranty of any kind.

13. Remedies

Unauthorized use or disclosure of Confidential Information may cause harm that money alone cannot repair. Each Party may seek injunctive relief to prevent or stop a breach, in addition to any other remedies available by law.

14. General

This Agreement is governed by the laws of the State of Oregon. It is the entire agreement between the Parties on this subject and replaces any prior discussions about confidentiality. Any change must be in writing and signed by both Parties. Neither Party may assign this Agreement without the other's written consent, except to a successor of its business. If any provision is found unenforceable, the rest remains in effect. Notices may be sent by email to the addresses below. This Agreement may be signed in counterparts and by electronic signature, each of which counts as an original.

Signatures

BaityLady Studio LLC

Signature: _____

Name: Jeanette Baity

Title: Owner

Email: jeanette@baityladystudio.com

Date: _____

Client

Company: _____

Signature: _____

Name: _____

Title: _____

Email: _____

Date: _____