

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into as of the date of the last signature below (“Effective Date”) by and between the following Parties:

1. Parties

Disclosing Party

Company / Individual Name: _____

Business Address:

Authorized Representative: _____

Email: _____

Receiving Party

Brand Name: Plushies4u

Legal Entity: Yangzhou Wayeah International Trading Co., Ltd.

Business Address:

Room 816 & 818, Gongyuan Building,

No.56 West of Wenchang Road,

Yangzhou, Jiangsu, China 225009

Email: info@plushies4u.com

The Disclosing Party and Plushies4u may each be referred to individually as a “Party” and collectively as the “Parties”.

2. Purpose of Agreement

The Parties intend to explore and cooperate on potential business opportunities related to custom plush toy design, product development, prototyping, sampling, manufacturing, packaging, and related services.

During such cooperation, either Party may disclose confidential or proprietary information to the other Party.

The purpose of this Agreement is to ensure that all confidential information is properly protected and used only for authorized business purposes.

3. Definition of Confidential Information

“Confidential Information” means any non-public information disclosed by either Party, whether provided verbally, electronically, visually, physically, or through documents, samples, files, prototypes, drawings, or any other form.

Confidential Information may include, but is not limited to:

Customer Information:

- Original character designs and artwork;
- Illustrations, sketches, drawings, and creative concepts;
- Product ideas and development concepts;
- Logos, trademarks, brand assets, and packaging designs;
- Product specifications and technical requirements;
- CAD files, 3D models, production files, and patterns;
- Samples, prototypes, materials, colors, and construction details;
- Product launch plans and unreleased product information;
- Business plans, pricing, quantities, and commercial information.

Plushies4u Information:

- Manufacturing processes;
- Production solutions;
- Material recommendations;
- Development methods;
- Cost structures and quotations;
- Supplier resources;
- Manufacturing techniques;
- Internal business information.

Information shall be considered confidential regardless of whether it is marked as confidential if the nature of the information or circumstances of disclosure indicate that it should reasonably be treated as confidential.

4. Confidentiality Obligations

Each Party agrees that it shall:

1. Keep all Confidential Information strictly confidential;
2. Use Confidential Information only for the authorized business purpose described in this Agreement;
3. Not disclose Confidential Information to any unauthorized third party without prior written consent from the disclosing Party;
4. Take reasonable measures to prevent unauthorized access, copying, disclosure, or misuse;
5. Limit access only to employees, contractors, suppliers, production partners, or service providers who require such information for the authorized project.

Any authorized third party receiving Confidential Information shall be subject to confidentiality obligations consistent with this Agreement.

5. Intellectual Property Protection

Each Party retains all ownership rights to its existing intellectual property.

For clarity:

The Disclosing Party retains ownership of:

- Characters;
- Artwork;
- Illustrations;
- Logos;
- Trademarks;
- Brand materials;
- Original creative concepts.

Providing manufacturing, sampling, engineering, or development services does not transfer ownership of the Disclosing Party's intellectual property to Plushies4u.

Plushies4u's role is limited to assisting with transforming approved concepts into physical products according to agreed project requirements.

6. No Unauthorized Use or Production

Plushies4u shall not intentionally:

- Copy;
- Reproduce;
- Sell;
- Distribute;
- License;
- Commercialize;

any unique confidential designs, proprietary concepts, or project-specific information provided by the Disclosing Party.

Plushies4u shall also not create substantially similar products based on confidential customer designs or proprietary information without prior written authorization.

7. Marketing and Public Disclosure Restrictions

Without prior written approval from the Disclosing Party, Plushies4u shall not:

- Publish;
- Photograph;
- Display;
- Share;
- Promote;

any confidential customer projects.

This includes:

- Website content;
- Portfolio displays;
- Social media;
- Advertising materials;
- Catalogs;
- Exhibitions;
- Trade shows;
- Case studies.

However, this restriction shall not apply after the product has been publicly released by the customer or written permission has been provided.

8. Authorized Production Partners

Where necessary to complete an authorized project, Plushies4u may disclose limited Confidential Information to qualified:

- Suppliers;
- Subcontractors;
- Production partners;
- Service providers.

Such disclosure shall be limited only to information necessary for completing the authorized project.

Plushies4u shall take reasonable steps to ensure these parties maintain confidentiality obligations.

9. Exclusions from Confidential Information

Confidential Information does not include information that:

1. Becomes publicly available without breach of this Agreement;
2. Was lawfully known by the receiving Party before disclosure;
3. Is independently developed without using Confidential Information;
4. Is lawfully obtained from a third party without confidentiality restrictions.

10. Required Disclosure

A Party may disclose Confidential Information if required by:

- Applicable law;
- Regulation;
- Court order;
- Government authority.

Where legally permitted, the receiving Party shall provide reasonable notice before disclosure.

11. Return or Destruction of Information

Upon written request, the receiving Party shall reasonably:

- Return;
- Delete;
- Destroy;

Confidential Information and related materials.

Copies retained for legal, accounting, or compliance purposes may be maintained, subject to continued confidentiality obligations.

12. Samples, Prototypes, and Manufacturing Materials

Ownership and usage rights relating to:

- Samples;
- Prototypes;
- Patterns;
- Molds;
- Tooling;
- Production files;

- Manufacturing materials;

shall be determined separately through quotations, purchase agreements, or written agreements.

Unless otherwise agreed:

Customer-provided artwork, designs, trademarks, and brand assets remain the exclusive property of the customer.

13. No Obligation to Proceed

This Agreement does not require either Party to enter into any purchase order, manufacturing agreement, or other commercial transaction.

Neither Party is obligated to continue discussions unless separately agreed in writing.

14. Development and Manufacturing Information Protection

Any manufacturing solutions, material recommendations, development proposals, engineering suggestions, quotations, and production methods provided by Plushies4u shall be used solely for cooperation with Plushies4u unless otherwise agreed in writing.

15. Non-Circumvention

The Parties agree not to intentionally bypass the other Party by using confidential business resources, suppliers, employees, partners, or contacts introduced during cooperation for the purpose of avoiding the other Party's involvement.

16. Term and Duration

This Agreement becomes effective on the Effective Date.

Confidentiality obligations shall remain effective for:

Five (5) years

after completion or termination of the business relationship.

Trade secrets shall remain protected for as long as they qualify as trade secrets under applicable laws.

17. Limitation of Liability

Except in cases of:

- Intentional misconduct;
- Unauthorized disclosure;
- Misuse of Confidential Information;

neither Party shall be liable for indirect, incidental, special, or consequential damages.

18. Governing Law and Dispute Resolution

This Agreement shall be governed and interpreted according to the laws of:

The People's Republic of China

Any dispute arising from this Agreement shall be submitted to the competent court where Plushies4u is registered.

19. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding confidentiality.

Any amendment must be made in writing and signed by both Parties.

20. Language

This Agreement is executed in English.

If translated versions are provided, the English version shall prevail in case of inconsistency.

SIGNATURES

Disclosing Party

Company / Individual Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Receiving Party

Plushies4u

Legal Entity: Yangzhou Wayeah International Trading Co., Ltd.

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____