

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement governs the exchange of confidential information between the parties below in connection with a potential or ongoing 3D visualization engagement.

EFFECTIVE DATE	_____
PARTY A (STUDIO)	3DEnginuity — ceo@3denginuity.com
PARTY B (CLIENT)	_____
CLIENT ADDRESS	_____
CLIENT SIGNATORY	_____

1 · PURPOSE

1.1 The parties wish to explore and/or carry out a business relationship concerning 3D visualization, rendering, and animation services (the "Purpose"). In connection with the Purpose, each party may disclose to the other certain confidential and proprietary information.

2 · DEFINITION OF CONFIDENTIAL INFORMATION

2.1 "Confidential Information" means any non-public information disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), in any form, that is designated as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure.

2.2 Confidential Information expressly includes, without limitation: CAD files and engineering data (including STEP, IGES, and native formats); product designs, drawings, and specifications; unreleased or in-development products; renders, animations, and visual assets produced under the engagement; pricing, business plans, and customer information; and any materials derived from the foregoing.

3 · EXCLUSIONS

3.1 Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement by the Receiving Party; (b) was rightfully known to the Receiving Party without restriction before disclosure; (c) is rightfully obtained from a third party without breach of any obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of the Confidential Information.

4 · OBLIGATIONS OF THE RECEIVING PARTY

4.1 The Receiving Party shall: (a) use the Confidential Information solely for the Purpose; (b) not disclose it to any third party except to employees, contractors, or advisers who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as those herein; (c) protect it using at least the same degree of care it uses for its own confidential information, and no less than a reasonable degree of care; and (d) not reverse-engineer, decompile, or misuse it.

5 · HANDLING OF CAD & DESIGN DATA

5.1 Where Party B provides CAD or design data to Party A for the Purpose, Party A shall restrict internal access to the specific personnel working on the engagement, transfer and store such data using secure means, and shall not use it for any purpose other than performing the agreed services.

6 · RETURN OR DESTRUCTION

6.1 Upon written request, or upon completion or termination of the Purpose, the Receiving Party shall return or securely destroy all Confidential Information and any copies, and shall confirm such destruction in writing if requested — save for one archival copy that may be retained solely to evidence the engagement or as required by law.

7 · OWNERSHIP OF DELIVERED WORK

7.1 Nothing in this Agreement transfers ownership of Confidential Information. Ownership of final visualization deliverables shall be governed by the separate services agreement or statement of work between the parties. Absent such terms, source project files remain with Party A and delivered final assets are licensed to Party B for its use.

8 · NO WARRANTY; NO OBLIGATION

8.1 All Confidential Information is provided "as is." This Agreement does not obligate either party to proceed with any transaction or to disclose any particular information.

9 · TERM

9.1 This Agreement applies to disclosures made for a period of two (2) years from the Effective Date. The confidentiality obligations herein survive for three (3) years following each disclosure, or longer where required by law for trade secrets, which remain protected for as long as they qualify as such.

10 · GENERAL

10.1 This Agreement constitutes the entire understanding between the parties regarding confidentiality and supersedes prior discussions on the subject. It may be amended only in writing signed by both parties. If any provision is held unenforceable, the remainder shall continue in effect. Neither party may assign this Agreement without the other's written consent.

10.2 The governing law and jurisdiction shall be as agreed in writing by the parties, or failing agreement, the jurisdiction of Party B's principal place of business.

3DENGINEUITY — SIGNATURE & DATE

CLIENT — SIGNATURE & DATE