

# Non-disclosure Greement

This agreement is made as of the \_\_\_ day of \_\_\_ 2024, by and between:

Disclosing Party: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Receiving Party: Yangzhou Wayeah International Trading Co., Ltd.

Address: Room 816&818,Gongyuan Building, NO.56West of Wenchang Road,  
Yangzhou, Jiangsu, China.

E-mail address: info@plushies4u.com

This Agreement applies to the disclosure by the disclosing party to the receiving party of certain "confidential" conditions, such as trade secrets, business processes, manufacturing processes, business plans, inventions, technologies, data of any kind, photographs, drawings, customer lists, financial statements, sales data, proprietary business information of any kind, research or development projects or results, tests or any non-public information relating to the business, ideas, or plans of one party to this Agreement, communicated to the other party in any form or by any means, including, but not limited to, written, typewritten, magnetic, or verbal transmissions, in connection with concepts proposed by Customer. Such past, present or planned disclosures to the receiving party are hereinafter referred to as the disclosing party's "proprietary information".

1. With respect to Title Data disclosed by the Disclosing Party, the Receiving Party hereby agrees:

(1) keep the Title Data strictly confidential and take all precautions to protect such Title Data (including, without limitation, those measures employed by the Receiving Party to protect its own confidential materials);

(2) Not to disclose any Title Data or any information derived from the Title Data to any third party;

(3) Not to utilize the Proprietary Information at any time except for the purpose of internally evaluating its relationship with the Disclosing Party;

(4) Not to reproduce or reverse engineer the Title Data. The Receiving Party shall procure that its employees, agents and subcontractors who receive or have access to the Title Data enter into a confidentiality agreement or similar agreement similar in substance to this Agreement.

2. Without granting any rights or licenses, the Disclosing Party agrees that the foregoing shall not apply to any information after 100 years from the date of disclosure or to any information that the Receiving Party can show to have;

(1) Has become or is becoming (other than through the incorrect act or omission of

the Receiving Party or its members, agents, consulting units or employees) available to the general public;

(2) Information that can be demonstrated in writing to have been in the possession of, or known to, the Receiving Party by use prior to the Receiving Party's receipt of the information from the Disclosing Party, unless the Receiving Party is in unlawful possession of the information;

(3) Information lawfully disclosed to him by a third party;

(4) Information that has been independently developed by the receiving party without the use of the disclosing party's proprietary information. The receiving party may disclose information in response to a law or court order as long as the receiving party uses diligent and reasonable efforts to minimize disclosure and allows the disclosing party to seek a protective order.

3. At any time, upon receipt of a written request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all proprietary information and documents, or media containing such proprietary information, and any or all copies or extracts thereof. If the Title Data is in a form that cannot be returned or has been copied or transcribed into other materials, it shall be destroyed or deleted.

4. Recipient understands that this Agreement.

(1) Does not require disclosure of any proprietary information;

(2) Does not require the disclosing party to enter into any transaction or have any relationship;

5. The Disclosing Party further acknowledges and agrees that neither the Disclosing Party nor any of its directors, officers, employees, agents or consultants makes or will make any representation or warranty, express or implied, as to the completeness or accuracy of the Title Data provided to the Recipient or its consultants, and that the Recipient shall be responsible for its own evaluation of the altered Title Data.

6. The failure of either party to enjoy its rights under the basic agreement at any time for any period of time shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is unlawful or unenforceable, the validity and enforceability of the other parts of the Agreement shall remain unaffected. Neither party may assign or transfer all or any part of its rights under this Agreement without the consent of the other party. This Agreement may not be changed for any other reason without the prior written agreement of both parties. Unless any representation or warranty herein is fraudulent, this Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior representations, writings, negotiations or understandings with respect thereto.

7. This Agreement will be governed by the laws of the location of the Disclosing Party (or, if the Disclosing Party is located in more than one country, the location of its headquarters) (the "Territory"). The Parties agree to submit disputes arising out of or relating to this Agreement to the non-exclusive courts of the Territory.

8. Yangzhou Wayeah International Trading Co., Ltd.'s confidentiality and non-competition obligations with respect to this information shall continue indefinitely from the effective date of this Agreement. Yangzhou Wayeah International Trading Co., Ltd.'s obligations with respect to this information are worldwide.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above:

Disclosing Party: \_\_\_\_\_

Representative (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Receiving Party: Yangzhou Wayeah International Trading Co., Ltd.

Representative (Signature): \_\_\_\_\_

Title: Director of Plushies4u.com

Please return via email.