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MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (the "Agreement") is made effective [Oct 15 2026 14:32 EDT], 2026 (Effective Date), by and between ALAS ARTISTRY LLC., an Indiana LLC Corporation ("Alas Artistry"), and [Cody Rice-Velasquez] ("Company") (Alas Aristry and Company may each be individually referred to as a "Party" and collectively the "Parties"), to assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available by either Party to the other in connection with a proposed business relationship between the Parties and matters in connection therewith (the "Purpose").

WHEREAS, in connection with each Party's analysis of the Purpose, each Party may provide the other with certain confidential and proprietary information; and

WHEREAS, each Party is aware that disclosure or unauthorized use of any such confidential and proprietary information obtained from the other could cause such other Party irreparable competitive harm; and

WHEREAS, the Parties desire to enter into this Agreement regarding the confidentiality and non-disclosure of any confidential or proprietary information obtained by one Party from the other during their discussions and evaluation of the Purpose;

NOW, THEREFORE, in consideration of the disclosure of certain confidential and proprietary information, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Proprietary Information. As used in this Agreement, the term "Proprietary Information" shall include any information received by one Party (the "Recipient") from the other Party (the "Disclosing Party") which is non-public, a "trade secret" (as that term is defined under applicable state law), confidential and/or proprietary in nature, whether oral, written, or in the form of electronic data, including, without limitation, all financial information, business plans and services, customer information, advertising or marketing strategies, product information, intellectual property, business data, business agreements, inventions, samples, materials, formulations, designs specifications, techniques, models, data, diagrams, software, documentation, research data, processes, procedures and "know-how" and any other information shared with Recipient as part of the Parties discussions, whether received from the Disclosing Party or its Representatives (as hereinafter defined) or otherwise derived by Recipient during conversations.

For purposes hereof, "Representative(s)" means, with respect to each Party, any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Party. "Representatives" also includes, with respect to each Party, all officers, directors, partners, managers, associates, members, employees, shareholders, accountants, legal counsel, lenders and other professional advisors and agents of a Party or any Representatives thereof. "Person" means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association or other entity and, where the context so permits, the legal representatives, successors in interest and permitted assigns of such Person.

2. Exclusions. The term "Proprietary Information" does not include information which:

a) is now or hereafter in the public domain through no fault of Recipient;

b) prior to disclosure hereunder, is properly within the rightful possession of Recipient, as demonstrated by competent documentary evidence;

c) was developed independently by Recipient alone or in collaboration with a third party without use of any Proprietary Information as demonstrated by competent documentary evidence; or

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d) is lawfully received from a third party with no restriction on further disclosure.

3. Use; Nondisclosure. Recipient shall use Disclosing Party's Proprietary Information solely for the purpose of evaluating the Purpose, and for no other purpose. Recipient shall not, without the prior written consent of the Disclosing Party, disclose, and it shall prevent its Representatives from disclosing, any Proprietary Information of the Disclosing Party to any other person or entity not a party to this Agreement. Recipient shall use all reasonable efforts to protect the Proprietary Information from disclosure with the same degree of care used to protect its own proprietary information (but no less than reasonable care) from unauthorized use or disclosure by its Representatives, except that such Proprietary Information may be used or disclosed to the Recipient's Representatives on a need to know basis to the extent reasonably required to evaluate Recipient's possible involvement in the Purpose. Any Representative of a Recipient, who receives such Proprietary Information shall hold such Proprietary Information subject to the same restrictions as Recipient is bound to under this Agreement. If Recipient becomes aware of any loss, misuse or misappropriation of the Proprietary Information, Recipient shall immediately notify Disclosing Party in writing of such loss, misuse or misappropriation.

If a Recipient is requested or required in a judicial, administrative, or governmental proceeding to disclose any Proprietary Information, Recipient shall notify the Disclosing Party as promptly as practicable so that the Disclosing Party may either seek an appropriate protective order or waive the provisions of this Agreement. If Disclosing Party is unable to obtain an appropriate protective order and is unwilling to waive the provisions hereof, Recipient may disclose that portion of the Proprietary Information regarding the Disclosing Party which Recipient's legal counsel advises in writing that it is compelled to disclose. Recipient will not oppose any action by the Disclosing Party to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Proprietary Information for which disclosure is sought.

4. Ownership of Information. All Proprietary Information shall remain the property of the Disclosing Party, and each Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, in or to any Proprietary Information disclosed pursuant to this Agreement or in or to any such intellectual property rights therein. Upon the written request of the Disclosing Party, Recipient will immediately return, and shall cause its Representatives to return, to the Disclosing Party all Proprietary Information provided by the Disclosing Party or its agents, and all copies, summaries, abstracts and other materials derived from such Proprietary Information (including but not limited to electronically stored data, disks and tapes), which Recipient or its Representatives have in its possession or have the right to possess, and all rights of such Recipient and its Representatives with respect to such Proprietary Information shall thereupon forever cease and terminate.

5. Accuracy of Proprietary Information. Recipient understands that neither Disclosing Party nor any of its Representatives has made or herein makes any representation or warranty as to the accuracy or completeness of the Proprietary Information.

6. Remedies. Recipient acknowledges and agrees that (a) the unauthorized disclosure of the Proprietary Information would cause irreparable harm to Disclosing Party, (b) a remedy at law would be inadequate, and (c) the injury to Disclosing Party would not be entirely measurable in monetary terms. Therefore, Disclosing Party may institute proceedings, either in law or in equity or both, to obtain damages for any breach of this Agreement, to enforce the specific performance of this Agreement by Recipient, to enjoin any violation or threatened violation of this Agreement by Recipient or any of its Representatives, or to seek any other remedy available at law or in equity.

7. Termination. Either Party may terminate this Agreement upon prior written notice to the other Party hereto, provided that Party has agreed in writing to cease to be a party to the discussions and negotiations relating to the Purpose. The obligations of non-disclosure and non-use contained herein shall be effective for a period of one (1) year after the Effective Date of this Agreement; provided, however, Proprietary Information that is deemed to be a trade secret shall be held in perpetuity. The covenants contained herein shall be in addition to, and shall be interpreted and enforced in conjunction with, any similar covenants of Recipient contained in any other instrument or document, and in the event of any conflict between any such covenants the more restrictive covenant shall control.

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8. **Business Relationships.** This Agreement is not intended by the Parties to constitute or create a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. Neither Party shall have authority to bind the other except to the extent authorized herein. Both Parties shall remain as independent contractors at all times and neither Party shall act as the agent for the other. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities or developing any kind of product, services or technology provided it complies at all times with the non-disclosure and non-use obligations set forth herein.

9. **Miscellaneous.** This Agreement is enforceable by each of the Parties and their respective successors and assigns, and shall be construed in accordance with the laws of the State of Indiana. In any civil action, arbitration, or other proceeding brought to enforce the terms hereof, or to redress a breach of a term hereof, the prevailing Party, shall be entitled to payment from the non-prevailing Party of its reasonable attorneys' fees and expenses in addition to any damages or other relief to which it may become entitled. The invalidity or unenforceability of any clause or provision hereof shall in no way affect the validity or enforceability of the remainder of this Agreement. No oral modification or amendment of this Agreement shall be effective. Failure by a Party to insist upon another Party's compliance with any provision hereof shall not constitute a waiver by the Party of its right to enforce such provision. Where the signatories of this Agreement are entities, the undersigned representatives of each of the Parties each represent and warrant that they have been duly authorized to execute and deliver this Agreement on behalf of their respective entity. This Agreement may be executed in multiple counterparts and by facsimile. This Agreement sets out the entire agreement of the Parties with respect to the subject matter contained in this Agreement. Any prior agreement, whether oral or in writing, shall be null and void. This Agreement may be amended only by the written agreement of both Alas Artistry and Company.

IN WITNESS WHEREOF, the Parties have executed this Mutual Nondisclosure Agreement on the first date set forth above.

ALAS ARTISTRY LLC.

By: _____

Name and Title: Ryan Schwegman, CEO

[_____]

By: Cody Rice-Velasquez

Name and Title: Cody Rice-Velasquez

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Certificate of Completion

Summary

Document ID: 382FD45F-J6IWBNIKAHO8UNCTQZZXTO2F8HX7X8_VTP5QHXPUF2U

Document name: Alas Artistry Standard Mutual NDA 2026

Sent by: Cody Rice-Velasquez <hi@askcody.me>

Organization: AskCody

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Completed on: Oct 15, 2026 14:32:19 EDT

Sign order: Random

No. of documents: 1

Time zone: America/New_York (GMT-04:00)

Signers: 1

Receives a copy: 0

Approvers: 0

Witnesses: 0

Recipient reviewers: 0

Recipients

Signer

Cody Rice-Velasquez
hi@askcody.me

Signature



Emailed on: -

Viewed on: -

Terms agreed on: -

Signed on: Oct 15, 2026 14:32:19 EDT

Accessed from: 99.9.230.135

Device used: Web

Authentication type: None

Legal Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

Electronic documents

Please note that AskCody ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

Request for paper copies

You have the right to request paper copies of these documents sent to you electronically from hi@askcody.me. Alternatively, you also have the ability to download and print these documents sent to you electronically, and re-upload a scanned copy of the printed and physically signed documents. If you, however, wish to request paper copies of these documents sent to you electronically, you can write back to the sender.

Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to hi@askcody.me informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

To advise AskCody of your new email address

If you need to change the email address that you use to receive notices and disclosures from us, write to us at hi@askcody.me

System requirements

Compatible with recent versions of popular browsers such as Chrome, Firefox, Safari, and Edge. Zoho Sign is also available on iOS and Android devices.