BODA STUDIOS LLC · CHARLESTON, SC

MUTUAL NON-DISCLOSURE AGREEMENT

Reference copy, version 2026-11-10. For review only, not for signature. The signed copy is sent through our portal with the blanks filled in from your accepted proposal. Words in [brackets] are filled in at signing. Lines marked “Applies to” print only in that case.

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into and is effective as of the date last signed below (the "Effective Date") by and between Boda Studios LLC, located at 210 Grand View Crossing, Summerville, SC 29486 ("Agency") and [Other party] ("Client"); each is a party to this Agreement.

PROPRIETARY INFORMATION

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information including, without limitation, computer programs, code, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), and other technical, business, financial and product development plans, forecasts, strategies and information, which to the extent previously, presently, or subsequently disclosed to the Receiving Party, is hereinafter referred to as "Proprietary Information" of the Disclosing Party. All Proprietary Information shall be protected and safeguarded if it is (a) marked as the Disclosing Party's confidential or proprietary information (or with an equivalent legend) at the time of disclosure, if disclosed in tangible form; or (b) identified as Proprietary Information at the time of disclosure. Notwithstanding the failure of the Disclosing Party to mark information as confidential or proprietary as described above, information that, by its very nature, or under the particular circumstances of disclosure, should reasonably be understood to be confidential or proprietary, shall be deemed to be Proprietary Information.

The parties are sharing Proprietary Information for the following purpose: [Purpose] (the "Purpose"). In consideration of the parties' discussions and access the Receiving Party may have to Proprietary Information of the Disclosing Party, the parties hereby agree as follows:

1. PROTECTION

The Receiving Party agrees (i) to protect the Disclosing Party's Proprietary Information, using at least the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but no less than a reasonable degree of care; (ii) to use the Disclosing Party's

Proprietary Information for the sole purpose of the Purpose; and (iii) not to disclose, publish, or disseminate the Disclosing Party's Proprietary Information to anyone other than the Receiving Party's employees and contractors who have a need to know in order to accomplish the Purpose or advise the Receiving Party in connection with it, and who are also bound by a written agreement that prohibits unauthorized disclosure or use of a party's Proprietary Information.

2. ADVISERS AND REQUIRED DISCLOSURE

The Receiving Party may disclose such information to its legal and financial advisers for the purpose of obtaining advice in connection with the Purpose, provided that such disclosure is subject to a written confidentiality agreement or other legally binding duty of confidentiality. The Receiving Party agrees not to use Proprietary Information for any other purpose or for its own or any third party's benefit without the prior written consent of an authorized representative of the Disclosing Party in each instance. The Receiving Party may disclose Proprietary Information to the extent required by law, including but not limited to when required in connection with a judicial or governmental proceeding, provided the Receiving Party makes reasonable efforts to give the Disclosing Party notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Proprietary Information.

3. EXCLUSIONS

The foregoing obligations shall not apply with respect to information that (i) was in the possession of the Receiving Party or known by it prior to receipt from the Disclosing Party; (ii) was rightfully disclosed to the Receiving Party by another person without restriction; (iii) was independently developed by the Receiving Party without access to such Proprietary Information; or (iv) is or becomes publicly available through no fault of the Receiving Party.

4. RETURN OF INFORMATION

Immediately upon a request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and all copies or extracts thereof and will promptly and permanently delete any Proprietary Information which is electronically or optically recorded or stored.

5. REMEDIES

The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its

obligation hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

6. NO LICENSE

Neither party acquires any intellectual property rights under this Agreement or any disclosure hereunder, except the limited right to use such Proprietary Information in accordance with this Agreement.

7. NO WARRANTIES

NO WARRANTIES OF ANY KIND (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN WITH RESPECT TO THE PROPRIETARY INFORMATION DISCLOSED OR USED UNDER THIS AGREEMENT, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES ARISING OUT OF OR CAUSED BY DEFECTS OR DEFICIENCIES IN THE PROPRIETARY INFORMATION OF EITHER PARTY, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

8. ENTIRE AGREEMENT AND GOVERNING LAW

This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party, and no failure or delay in enforcing any right will be deemed a waiver. The obligations of non-use and non-disclosure shall survive indefinitely. This Agreement shall be governed by the laws of the State of South Carolina, and any action under it shall be brought in the state or federal courts located in Charleston County, South Carolina. This Agreement may be signed electronically.