



CONFIDENTIAL DEVELOPMENT / LEGAL

MUTUAL NON-DISCLOSURE AGREEMENT

Apparel Design · Product Development · Sampling · Manufacturing



DOCUMENT ID	ZS-NDA-MUTUAL-V4.0
EDITION	Party A Pre-Executed · Signature Edition
ISSUE DATE	08 September 2026
PARTY A	Dongguan Zhishang Fashion Co., Ltd. · ZIESHINE
COUNTERPARTY ACTION	Complete designated fields · Clause 15 · Sign · Return complete PDF
DOCUMENT STATUS	PRIVATE & CONFIDENTIAL

PROTECTION PRINCIPLE

Your original designs remain yours. Confidential development information is used only for the agreed project purpose.

This pre-executed form is designed for fast counterparty completion. Do not alter legal wording except in designated completion fields or where expressly agreed in writing.

AGREEMENT DETAILS & COUNTERPARTY COMPLETION

Complete only the designated blue fields. Party A has been pre-completed and sealed.

MUTUAL Both parties protected	3 YEARS Agreement term	5 YEARS Confidentiality survival	E-SIGN PDF counterparts accepted
---	----------------------------------	--	--

PARTY A PRE-COMPLETED	Dongguan Zhishang Fashion Co., Ltd. (东莞市志尚时装有限公司), trading as ZIESHINE
PARTY A REGISTRATION	Unified Social Credit Code: 91441900MAEBFBD31K Legal Representative: Liang Zhi Ning (梁志宁)
PARTY B COMPLETE	[Full legal company name, entity type and jurisdiction]
PARTY B REGISTRATION COMPLETE	[Company registration no. / Company No. / ABN / EIN, if applicable]
PARTY B ADDRESS COMPLETE	[Registered address]
PARTY B SIGNATORY COMPLETE	[Full name] [Title] [Work email] [Telephone, optional]
PROJECT COMPLETE	[Brand / collection / project / style reference]
EFFECTIVE DATE	The date on which Party B signs and returns the completed Agreement to Party A.

MUTUALITY. This Agreement protects Confidential Information disclosed by either Party. Each Party may act as a Disclosing Party or Receiving Party.

This Mutual Non-Disclosure Agreement (the “Agreement”) is entered into by and between: (1) Dongguan Zhishang Fashion Co., Ltd. (东莞市志尚时装有限公司), trading as ZIESHINE, a company organized under the laws of the People’s Republic of China, Unified Social Credit Code 91441900MAEBFBD31K, with its registered address at Building 1, Room 202, No. 8 Zhenxing 1st Road, Zhenkou, Humen Town, Dongguan, Guangdong 523900, P.R. China (“Party A” or “ZIESHINE”); and (2) the legal entity identified in the Party B information panel above (“Party B” or “Counterparty”). Party A and Party B are each a “Party” and together the “Parties”.

The Parties wish to evaluate and/or conduct a potential or actual business relationship involving apparel design, material sourcing, product development, pattern making, sampling, costing, testing, production, quality control and related services (the “Purpose”). In connection with the Purpose, either Party (a “Disclosing Party”) may disclose Confidential Information to the other Party (a “Receiving Party”). The Parties therefore agree as follows:

COUNTERPARTY COMPLETION & RETURN — QUICK CHECK

- Complete every blue field on page 1.
- Complete Clause 15 (governing law and forum) before signature.
- Complete Schedule 1 only where technical-file delivery, scope, fees or usage rights are being agreed.
- Complete Schedule 2 only where an optional project-specific selection is mutually agreed and initialled.
- Sign the Party B execution panel and apply a company seal where applicable.
- Save and return the entire Agreement as one PDF to erick.liang@zieshine.com with subject: Signed NDA – [Company] – [Project].

Do not share unreleased designs, tech packs, patterns or confidential product files before this Agreement has been fully completed and returned.

1. Definitions

1.1 “Confidential Information” means all non-public information disclosed by or on behalf of a Disclosing Party, before or after the Effective Date, in written, visual, digital, oral, physical, electronic or sample form, whether or not marked confidential, that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure.

1.2 Without limitation, Confidential Information includes:

- original designs, sketches, mood boards, concepts, CAD files, artwork, logos, prints, colorways, packaging and brand materials;
- technical packs, bills of materials, measurement specifications, graded specifications, fit comments, construction details, sewing instructions, tolerances and testing requirements;
- base patterns, developed patterns, grading rules, markers, DXF/AAMA/ASTM files, 3D files, blocks, nests, samples, prototypes and fit samples;
- fabric, yarn, trim and accessory specifications; swatches; lab dips; strike-offs; wash recipes; finishes; formulations; test results and performance data;
- pricing, quotations, costing methods, minimums, capacity, lead times, forecasts, purchase orders, quantities, delivery plans and commercial terms;
- customer, supplier, mill, subcontractor, factory, logistics and service-provider identities, contacts, terms, capabilities and relationships;
- business plans, launch calendars, sales information, market strategy, unpublished collections and product roadmaps; and
- the existence and status of discussions between the Parties and the terms of this Agreement.

1.3 “Representatives” means a Party’s directors, officers, employees, professional advisers, affiliated companies, approved contractors, testing laboratories, material suppliers and subcontractors who have a strict need to know the Confidential Information for the Purpose and who are bound by confidentiality duties no less protective than those in this Agreement.

1.4 “Background Materials” means any intellectual property, designs, works, methods, templates, tools, blocks, patterns, grading systems, construction methods, manufacturing know-how, processes, databases, supplier relationships or other materials owned, controlled or independently developed by a Party before the relevant project, or developed outside the project without use of the other Party’s Confidential Information.

1.5 “Project Deliverables” means only those project-specific deliverables expressly identified in a signed quotation, purchase order, development agreement, statement of work or completed Schedule 1, which may include an approved style pattern, graded pattern, graded specification sheet or technical-file package.

1.6 “Introduced Relationship” means a specific non-public customer, supplier, mill, contractor or service provider first identified or introduced by one Party to the other in a documented communication for the Purpose.

2. Confidentiality and Restricted Use

2.1 The Receiving Party shall use Confidential Information solely for the Purpose and for no other commercial, competitive, personal or third-party purpose.

2.2 The Receiving Party shall protect Confidential Information using at least reasonable care and no less than the care used to protect its own information of similar sensitivity.

2.3 The Receiving Party shall disclose Confidential Information only to Representatives with a need to know for the Purpose. The Receiving Party remains responsible for any breach by its Representatives as if the breach were its own.

2.4 Neither Party shall, without prior written approval of the other Party, publish, display, advertise, post online, enter into awards, present at trade shows, use in portfolios, sell, license, reproduce for unrelated use, or disclose the other Party's Confidential Information or any unreleased products derived from it.

2.5 The Receiving Party shall not remove, obscure or alter confidentiality notices, copyright notices, watermarks, brand identifiers or proprietary legends appearing on Confidential Information.

2.6 The Receiving Party shall not use the other Party's name, trademarks, logos or relationship in publicity, customer lists, social media, press releases or marketing without prior written consent.

2.7 AI and machine-learning systems. The Receiving Party shall not upload, submit, train, fine-tune or otherwise provide the other Party's Confidential Information to a public or third-party artificial-intelligence, machine-learning or generative-content service without prior written approval. Use of a private or enterprise AI service is permitted only where the Disclosing Party has approved the use in writing and the service is subject to appropriate confidentiality, access-control, data-processing and no-training/no-retention safeguards appropriate to the information.

3. Apparel Designs, Samples and Product Security

3.1 Customer-originated designs, sketches, tech packs, artwork, logos and other materials supplied by the Counterparty remain the Counterparty's property. Disclosure to ZIESHINE grants only a limited, revocable, non-exclusive right to use those materials for the Purpose.

3.2 ZIESHINE shall not knowingly manufacture or sell the Counterparty's original unreleased designs, or a substantially identical reproduction derived from the Counterparty's Confidential Information, for or to another customer, except where the relevant feature is standard, generic, independently developed, lawfully obtained from another source, or part of ZIESHINE's Background Materials.

3.3 Samples, prototypes and development garments shall be stored and handled with reasonable security. Neither Party may photograph or circulate them outside the approved project team except as necessary for the Purpose.

3.4 Neither Party shall reverse engineer, digitally scan, deconstruct or reproduce the other Party's proprietary sample or material except to the extent expressly authorized for the Purpose.

3.5 Approved factories, mills, trim suppliers, laboratories and subcontractors may receive only the minimum information reasonably necessary to perform the Purpose. The engaging Party shall use reasonable measures to ensure equivalent confidentiality protection.

4. Intellectual Property and Ownership Boundaries

4.1 No implied transfer. Except as expressly stated in a separate written agreement signed by both Parties, disclosure of Confidential Information does not assign, license or transfer patents, copyrights, design rights, trademarks, trade secrets, know-how or other intellectual property.

4.2 Background Materials. Each Party retains all rights in its Background Materials. In particular, ZIESHINE retains its pre-existing or independently developed base blocks, pattern libraries, grading systems, standard construction methods, manufacturing processes, quality-control methods, costing systems, supplier and subcontractor information, production know-how and general improvements that do not embody the Counterparty's Confidential Information.

4.3 Technical File Ownership & Release. Ownership, usage rights, format, size range, release timing and fees for Project Deliverables shall be determined only by the applicable signed quotation, purchase order, development agreement, statement of work or completed Schedule 1. Payment of sample-development charges alone does not automatically transfer ZIESHINE Background Materials or entitle the Counterparty to editable production files unless expressly stated in writing.

4.4 Delivery conditions. Where the Parties agree that Project Deliverables will be released, ZIESHINE may condition delivery on full payment of all applicable development, pattern, grading, technical-file and outstanding project charges. Unless otherwise agreed, deliverables will reflect the final approved version and confirmed size range only.

4.5 Third-party materials. No Party transfers ownership of third-party fonts, software, stock artwork, licensed fabrics, supplier-owned constructions or other third-party materials. Their use remains subject to applicable third-party terms.

4.6 Project-specific innovation. Any jointly created or newly commissioned intellectual property not clearly addressed by the applicable commercial documents shall not be deemed assigned under this NDA. The Parties shall document ownership and license terms in a separate written development or production agreement before commercial use.

5. Exclusions from Confidential Information

5.1 The obligations in this Agreement do not apply to information that the Receiving Party can demonstrate through contemporaneous written records:

- was lawfully known to the Receiving Party without restriction before disclosure;
- is or becomes publicly available through no breach of this Agreement;
- is lawfully received from a third party without breach of a confidentiality duty;
- is independently developed without access to or use of the Disclosing Party's Confidential Information;
or
- is approved for release by the Disclosing Party in a signed writing.

5.2 A combination of information is not excluded merely because individual elements are public unless the combination itself and its operational significance are public.

6. Required Disclosure

6.1 If the Receiving Party is legally compelled to disclose Confidential Information, it shall, to the extent legally permitted: (a) promptly notify the Disclosing Party in writing; (b) provide reasonable cooperation,

at the Disclosing Party's cost, in seeking confidential treatment or a protective order; and (c) disclose only the minimum portion legally required.

7. Data Security and Incident Notification

7.1 Each Party shall maintain reasonable administrative, technical and physical safeguards appropriate to the sensitivity of the Confidential Information, including reasonable access controls, secure file transfer and credential protection.

7.2 The Receiving Party shall notify the Disclosing Party without undue delay after becoming aware of any unauthorized access, loss, disclosure or use of Confidential Information, and shall reasonably cooperate to contain and remediate the incident.

7.3 Personal data, if any, shall be processed only as necessary for the Purpose and in accordance with applicable data-protection laws. The Parties shall enter into additional data-processing terms if legally required.

7.4 When transmitting Confidential Information electronically, each Party shall use commercially reasonable safeguards appropriate to the sensitivity of the information, including restricted-access links, password protection, controlled recipients or equivalent secure-transfer measures where appropriate.

8. Return, Destruction and Permitted Retention

8.1 Upon written request or termination of discussions, the Receiving Party shall promptly return or securely destroy the Disclosing Party's Confidential Information, including copies and extracts, and confirm completion in writing if requested.

8.2 The Receiving Party may retain: (a) one archival copy solely for legal, regulatory or compliance purposes; (b) automatically created backup copies not reasonably accessible in the ordinary course; and (c) project records reasonably required for quality traceability, product-safety, warranty, audit or legal-compliance purposes, provided all retained copies remain protected and are not used for any unrelated commercial purpose.

8.3 A sealed physical reference sample may be retained by ZIESHINE only where the Counterparty agrees in Schedule 2 or another signed commercial document, and solely for quality, compliance or repeat-order purposes.

8.4 Physical samples, molds, special trims or customer-owned materials shall otherwise be returned, stored, disposed of or handled in accordance with the applicable written commercial agreement and after settlement of applicable costs.

8.5 Upon request, the Receiving Party shall provide written confirmation from an authorized representative that return or destruction has been completed, subject to the permitted retention rights above.

9. Non-Circumvention of Introduced Relationships

9.1 For twenty-four (24) months after a Party first introduces an Introduced Relationship to the other Party for the Purpose, the receiving Party shall not knowingly bypass the introducing Party to transact directly with that Introduced Relationship for substantially the same project, unless the introducing Party gives prior written consent.

9.2 This clause does not apply where the receiving Party can demonstrate a pre-existing business relationship, independent identification without use of Confidential Information, public sourcing, an unsolicited approach by the third party, or a relationship disclosed with the introducing Party's written approval.

9.3 Schedule 2.2, if selected and initialled by both Parties, supplements this Clause 9 only for the identified Project and does not create a broader restriction than expressly stated.

10. No Warranty; No Obligation to Proceed

10.1 Confidential Information is provided "as is." Except for authority to disclose it, neither Party makes a representation or warranty as to completeness or accuracy under this Agreement.

10.2 This Agreement does not obligate either Party to place or accept an order, continue discussions, disclose any particular information, reserve capacity, enter into an exclusive relationship or complete a transaction.

10.3 Pricing, product specifications, quality standards, delivery obligations, warranties, remedies and acceptance criteria must be set out in separate signed commercial documents.

11. Term and Survival

11.1 This Agreement begins on the Effective Date and continues for three (3) years unless terminated earlier by either Party on thirty (30) days' written notice.

11.2 The confidentiality and restricted-use obligations survive for five (5) years after each disclosure. For information qualifying as a trade secret under applicable law, the obligations survive for as long as the information remains a trade secret through no fault of the Receiving Party.

11.3 Clauses concerning ownership, unauthorized use, return or destruction, remedies, governing law and dispute resolution survive termination to the extent necessary to give them effect.

12. Remedies and Liability

12.1 Each Party acknowledges that unauthorized use or disclosure may cause harm that cannot be adequately remedied by damages alone. Subject to applicable law, the injured Party may seek injunctive or equitable relief in addition to other available remedies.

12.2 Nothing in this Agreement excludes or limits liability to the extent such exclusion or limitation is prohibited by applicable law, or for fraud, willful misconduct, unauthorized exploitation of intellectual property, or deliberate breach of confidentiality.

13. Export Controls and Legal Compliance

13.1 Each Party shall comply with laws applicable to its performance under this Agreement, including applicable trade, sanctions, anti-bribery, export-control, labor and data-protection laws. Neither Party is required to disclose or receive information where doing so would violate applicable law.

14. Notices

14.1 Notices under this Agreement must be in writing and delivered by email with confirmation of receipt, recognized courier, or registered mail to the contacts below (or to an updated contact notified in writing).

Operational project communications do not constitute formal legal notice unless clearly identified as such.

	ZIESHINE	COUNTERPARTY
Attention	Erick Liang Company Representative	[Name / Title]
Email	erick.liang@zieshine.com	[Legal / contract notice email]
Telephone	+86 176 2386 8588	[Telephone]
Address	Building 1, Room 202, No. 8 Zhenxing 1st Road, Zhenkou, Humen Town, Dongguan, Guangdong 523900, P.R. China	[Registered address]

15. Governing Law and Dispute Resolution — MUST BE COMPLETED BEFORE SIGNATURE

15.1 Governing law. This Agreement shall be governed by the laws of [INSERT AGREED JURISDICTION], excluding its conflict-of-law rules.

15.2 Good-faith negotiation. Before commencing formal proceedings, the Parties shall attempt in good faith for thirty (30) days to resolve a dispute through authorized senior representatives, unless urgent interim or injunctive relief is required.

15.3 Forum. Select and complete ONE option below. The selected option must be mutually agreed before signature:

☐ OPTION A — COURTS. Any dispute not resolved under Clause 15.2 shall be subject to the exclusive jurisdiction of the courts of [CITY / COUNTRY].

☐ OPTION B — ARBITRATION. Any dispute not resolved under Clause 15.2 shall be finally resolved by arbitration administered by [INSTITUTION] under its applicable rules, seated in [CITY / COUNTRY], conducted in English, by one arbitrator.

15.4 Interim relief. Nothing in this Clause prevents either Party from seeking urgent interim, conservatory or injunctive relief from a court or tribunal of competent jurisdiction where permitted by applicable law.

SIGNING CHECK — CLAUSE 15

Do not sign with Clause 15 blank. If the Parties have not yet agreed the governing law and forum, contact ZIESHINE before execution.

16. General

16.1 Entire agreement and precedence. This Agreement contains the entire agreement between the Parties concerning confidentiality for the Purpose and supersedes prior discussions on that subject. If a later signed development, production or project-specific confidentiality agreement conflicts with this Agreement, the later agreement prevails only to the extent of the express conflict.

16.2 Amendments and waiver. Any amendment or waiver must be in writing and signed by authorized representatives of both Parties. Failure or delay in exercising a right is not a waiver.

16.3 Assignment. Neither Party may assign this Agreement without the other Party’s prior written consent, except to an affiliate or successor in connection with a merger, reorganization or sale of substantially all relevant assets, provided the assignee accepts this Agreement in writing.

16.4 Severability. If any provision is held unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions remain effective.

16.5 Relationship. The Parties are independent contractors. This Agreement does not create a partnership, agency, employment, fiduciary, franchise, joint venture or exclusivity relationship.

16.6 Counterparts and electronic signatures. This Agreement may be signed in counterparts and by electronic signature or exchanged PDF. Each counterpart is deemed an original and together they constitute one instrument, subject to applicable law.

16.7 Language. This Agreement is executed in English. If translated, the English version controls to the extent permitted by applicable law unless the Parties expressly agree otherwise in writing.

16.8 Headings. Headings are for convenience only and do not affect interpretation. "Including" means "including without limitation."

16.9 Party A pre-execution and return. Party A has pre-completed and affixed its company seal to this Agreement for the Purpose. This Agreement becomes effective on the date Party B signs the completed counterpart and returns it to Party A by email or another agreed secure electronic channel. Party B should complete only the blue bracketed fields, the designated Party B signature panel, Clause 15, and any mutually agreed Schedule fields. All other modifications require express written acceptance by authorized representatives of both Parties.

16.10 Document integrity. The complete signed counterpart, including all pages and any completed Schedules, should be returned as one PDF. A partial extract or modified version is not accepted as Party A's pre-executed form unless Party A expressly confirms the modification in writing.

EXECUTION AND RETURN

Party A has been pre-completed and sealed below. Party B must complete the blue fields, sign this Agreement, apply its company seal where applicable, and return one complete PDF counterpart to Party A. The undersigned confirm that they are duly authorized to bind the respective Parties and agree to the terms of this Agreement.

SIGNATURE CHECK | Party B legal entity completed • registration details completed if applicable • Clause 15 completed • Party B signature/date completed • company seal applied where applicable • complete PDF returned to erick.liang@zieshine.com

PARTY A | PRE-COMPLETED & SEALED

Dongguan Zhishang Fashion Co., Ltd. (ZIESHINE)
Legal Representative: Liang Zhi Ning (梁志宁)
Unified Social Credit Code: 91441900MAEBFBD31K
Registered Address: Building 1, Room 202, No. 8 Zhenxing 1st Road, Zhenkou, Humen Town, Dongguan, Guangdong 523900, P.R. China
Authorized Signature: Liang Zhi Ning
Party A Pre-Execution Date: 08 September 2026



Company Seal

PARTY B | COUNTERPARTY TO COMPLETE

Legal Company Name: _____
Registration No. (if applicable): _____
Authorized Signatory Name: _____
Title: _____
Work Email: _____
Signature: _____
Date: _____
Company Seal (if applicable):

SCHEDULE 1 — PROJECT & TECHNICAL-FILE DELIVERY TERMS

Complete this Schedule only where a project, quotation or development program requires a written definition of scope, editable technical-file delivery, fees or usage rights. If not completed, this Schedule creates no obligation to transfer editable files or ownership.

Brand / Project	[Insert]
Styles Covered	[Style numbers / descriptions]
Customer-Supplied Materials	[Tech packs / sketches / samples / artwork / reference garments / other]
Development Scope	☐ Pattern ☐ Sample ☐ Grading ☐ Fitting ☐ Testing ☐ Sourcing ☐ Other: _____
Approved Size Range	[Insert]
	☐ Final DXF/AAMA/ASTM pattern
	☐ Graded nest
	☐ Graded specification sheet
	☐ Measurement chart
	☐ Construction sheet
	☐ Artwork placement
	☐ BOM
	☐ PDF production package
	☐ Other: _____
Agreed Digital Deliverables	
Excluded Materials	ZIESHINE Background Materials, base blocks, general pattern library, internal costing, supplier identities, proprietary processes and other items not expressly listed above.
File Formats	[Insert]
Technical-File Fee	USD [insert] per approved style / as stated in quotation
Release Condition	Full payment of agreed development, pattern, grading, technical-file and outstanding project charges, plus final written approval.
	☐ Assignment ☐ Exclusive licence ☐ Non-exclusive licence ☐ Customer-use licence
Ownership / Licence — SELECT ONE	Scope / territory / term / restrictions: _____
	Credit: [insert or none]
Bulk-Order Credit / Special Restrictions	Restrictions: [insert or none]

IMPORTANT: Do not leave Ownership / Licence blank if editable files will be delivered. Any assignment or licence applies only to expressly identified Project Deliverables and does not include ZIESHINE Background Materials unless expressly stated.

SCHEDULE 2 — OPTIONAL PROJECT-SPECIFIC SELECTIONS

These selections are ineffective unless completed and initialled by both Parties. Schedule 2.2 supplements Clause 9 only for the identified Project.

S2.1 ☐ Pilot-order confidentiality applies to all pre-launch product images and samples.
ZIESHINE initials: _____ Counterparty initials: _____

S2.2 ☐ Project-specific non-circumvention confirmation: the Counterparty will not contact ZIESHINE-introduced mills or suppliers directly for the identified Project except through ZIESHINE or with prior written consent, subject to the exceptions in Clause 9.
ZIESHINE initials: _____ Counterparty initials: _____

S2.3 ☐ ZIESHINE may retain one sealed physical reference sample solely for quality, compliance and repeat-order purposes.
ZIESHINE initials: _____ Counterparty initials: _____

S2.4 ☐ Project Deliverables will be credited against a qualifying bulk order as follows: _____
ZIESHINE initials: _____ Counterparty initials: _____

TEMPLATE / LEGAL REVIEW NOTICE

This document is a business contract template and is not jurisdiction-specific legal advice. Clause 15 must be completed before signature. Where the Agreement will be used across multiple jurisdictions, or where a Party requests amendments, the Parties should obtain legal review under the chosen governing law before execution.