

A L'AVANT™ Member NDA™

Execution Copy

Document ID: ALP-NDA-2026-001
Document Version: 1.0 (Execution Copy)
Effective Date: July 1, 2026
Classification: PRIVATE • CONFIDENTIAL • EXECUTION COPY

Review Notice

This Confidential Non-Disclosure Agreement ("NDA") is presented for your review. If you agree to its terms, you may proceed with the electronic signature process. If you do not agree to all terms of this Agreement, discontinue this review and do not access any confidential materials.

Electronic Signature Notice

Execution of this Agreement should occur through an electronic signature platform or another secure signing workflow that records the executed Agreement, the signer, the execution date, and the accepted document version.

1. Parties and Purpose

This NDA is entered into by and between A L'AVANT PRODUCTIONS™ LLC (the "Disclosing Party") and the individual or entity signing this NDA (the "Recipient"). The purpose of this NDA is to allow the Recipient to review, evaluate, discuss, or participate in a potential or approved membership, investment, licensing, manufacturing, collaboration, consulting, advisory, vendor, partner, or other authorized business relationship with the Disclosing Party (the "Authorized Purpose").

2. Confidential Information

"Confidential Information" means all non-public information disclosed or made available by or on behalf of the Disclosing Party, whether oral, written, visual, electronic, digital, physical, or otherwise, including business plans, product concepts, designs, renderings, artwork, formulas, specifications, collections, prototypes, member portal materials, presentations, investor materials, licensing opportunities, financial information, pricing, marketing strategies, manufacturing information, supplier information, partner information, customer information, trade secrets, intellectual property, security procedures, operational methods, document systems, and any information identified as confidential or that reasonably should be understood to be confidential from the nature of the information or the circumstances of disclosure.

3. Non-Disclosure Obligations

Recipient shall keep all Confidential Information strictly confidential and shall not disclose, publish, transmit, distribute, display, copy, upload, post, or otherwise make available any Confidential Information to any person or entity except as expressly authorized in writing by the Disclosing Party or as permitted under this NDA.

4. Non-Use Obligations

Recipient shall use Confidential Information only for the Authorized Purpose. Recipient shall not use Confidential Information for any personal, competing, commercial, manufacturing, design, development, reverse-engineering, marketing, fundraising, resale, licensing, publication, or other purpose not expressly authorized in writing by the Disclosing Party.

5. Protection Standard

Recipient shall protect Confidential Information using at least the same degree of care Recipient uses to protect Recipient's own confidential information, and in no event less than reasonable care. Recipient shall take appropriate safeguards to prevent unauthorized access, copying, disclosure, loss, misuse, or unauthorized use.

6. Permitted Disclosures

Recipient may disclose Confidential Information only to Recipient's employees, officers, directors, attorneys, accountants, advisors, contractors, or representatives who have a legitimate need to know for the Authorized Purpose and who are bound by confidentiality obligations at least as protective as this NDA. Recipient remains responsible for any breach by such persons.

7. Exclusions

Confidential Information does not include information that Recipient can prove by written records: (a) was publicly available without breach of this NDA; (b) was lawfully known to Recipient before disclosure by the Disclosing Party; (c) was lawfully received from a third party without confidentiality restriction; or (d) was independently developed by Recipient without use of or reference to the Confidential Information.

8. Required Legal Disclosure

If Recipient is required by law, court order, subpoena, or government authority to disclose Confidential Information, Recipient shall, to the extent legally permitted, provide prompt written notice to the Disclosing Party and cooperate with reasonable efforts to seek protective treatment, confidential handling, or limitation of the disclosure.

9. No License or Ownership Transfer

All Confidential Information and all related intellectual property, trade secrets, copyrights, trademarks, service marks, trade dress, designs, concepts, inventions, know-how, documents, materials, and derivatives remain the exclusive property of the Disclosing Party or its licensors. No license, assignment, transfer, ownership interest, or other rights are granted except the limited right to review Confidential Information solely for the Authorized Purpose.

10. Intellectual Property and Restricted Conduct

Recipient shall not copy, reproduce, photograph, screen capture, download, scrape, record, reverse engineer, attempt to obtain, decompile, disassemble, circumvent security measures, remove proprietary notices where applicable, manufacture, develop, sell, license, exploit, imitate, adapt, create derivative works from, or commercially use any Confidential Information, product concept, design, collection, presentation, portal content, or protected material except as expressly authorized in writing by the Disclosing Party.

11. Return or Destruction

Upon request by the Disclosing Party or upon termination of discussions, Recipient shall promptly return or destroy Confidential Information, including copies, notes, extracts, summaries, screenshots, files, and derivative materials, except that one archival copy may be retained solely to comply with legal or professional recordkeeping obligations, provided it remains subject to this NDA.

12. Term and Survival

This NDA becomes effective on the date signed by Recipient and continues for five (5) years unless a different period is stated in a fully executed signature workflow or written agreement. Obligations relating to trade secrets continue for as long as the information remains a trade secret under applicable law. Sections concerning ownership, non-use, confidentiality, remedies, and return or destruction survive termination.

13. Remedies

Recipient acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. The Disclosing Party may seek injunctive relief, specific performance, damages, equitable relief, attorneys' fees where permitted by applicable law, and any other remedies available under applicable law, without limiting any other rights or remedies.

14. No Obligation to Proceed

Nothing in this NDA requires either party to proceed with any transaction, membership, investment, license, manufacturing relationship, partnership, employment relationship, or other business arrangement. Access may be denied, suspended, or terminated at the Disclosing Party's discretion.

15. No Warranty

Confidential Information is provided for evaluation and review only. The Disclosing Party makes no representation or warranty as to completeness, accuracy, future performance, commercial results, investment outcome, or availability of any opportunity unless expressly stated in a separate signed agreement.

16. Governing Law

This NDA shall be governed by and interpreted under the laws of the State of California, without regard to conflict-of-law rules, unless a different governing law is required by a separately executed written agreement between the parties.

17. Electronic Signatures and Counterparts

This NDA may be accepted and signed electronically. Electronic signatures, clickwrap acknowledgments, digital signature records, and signed PDF copies are intended to have the same effect as original signatures to the fullest extent permitted by applicable law. This NDA may be executed in counterparts.

18. Entire Agreement

This NDA constitutes the entire agreement between the parties concerning the confidentiality obligations described herein and supersedes prior discussions or understandings on the same subject, unless replaced or supplemented by a later written agreement signed by authorized representatives of the parties.

Signature Acknowledgment

By signing, Recipient confirms that Recipient has reviewed this NDA, understands its confidentiality, non-use, non-disclosure, intellectual property, and approval requirements, and agrees to be bound by its terms.

RECIPIENT / MEMBER / APPLICANT	A L'AVANT PRODUCTIONS™ LLC
Full Legal Name: _____	Authorized Representative: _____
Company / Affiliation: _____	Title: _____
Email: _____	Email: _____
Phone: _____	Signature: _____
Purpose of Access: _____	Date: _____
Signature: _____	
Date: _____	

Access Approval Notice

Access to confidential, proprietary, trade secret, and member-only materials of A L'AVANT PRODUCTIONS™ LLC shall not be granted until the completed A L'AVANT™ Member NDA™ has been electronically executed, submitted, and verified through the designated A L'AVANT™ approval workflow.

Submission of an executed NDA does not, by itself, grant membership, portal access, or authorization to receive Confidential Information.

Access is granted only after completion of the A L'AVANT™ approval process.

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