# The StudioPack Confidentiality Terms of Service

#### 1. Definitions

For purposes of this Agreement, "Confidential Information" means all non-public information disclosed by one party to the other, including:

- Designs (branding assets, layouts, graphics)
- Homegrown creations (software, custom processes, SOPs, methodologies)
- Contracts of service, proposals, fee structures, pricing models
- Client lists (names of schools, leagues, dance studios, gymnastics facilities)

### 2. Obligations of Confidentiality

- 2.1 Non-Disclosure & Non-Use
- Use only for performing obligations under this engagement.
- No disclosure to third parties or other studios.
- 2.2 Safeguards
- Protect with at least the same care as own confidential materials.
- 2.3 Exceptions
- Public domain; known prior; lawful third-party source; independent development; compelled by law (with notice).

#### 3. Return or Destruction of Materials

Upon request or termination, promptly return or destroy all materials embodying Confidential Information, and certify completion in writing.

#### 4. Term & Survival

Effective during the engagement and for three (3) years thereafter. Trade secret protections survive as long as applicable.

#### 5. Remedies

Unauthorized disclosure may cause irreparable harm. Disclosing Party may seek injunctive relief and other remedies.

## 6. Governing Law

This Agreement is governed by the laws of the state in which the Studio is located, without regard to conflicts.

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