DESIGN CONFIDENTIALITY ADDENDUM

How to complete this form

1. Fill in your details below.
2. Read the Addendum and sign on the last page. Type your name in the signature box, or print the form and sign by hand.
3. Email the completed form to **studio@formanova.ai**. We will countersign and email you a copy. The Addendum takes effect when we countersign.

Customer details

CUSTOMER LEGAL NAME (PERSON OR COMPANY)

BRAND NAME, IF DIFFERENT

ADDRESS

EMAIL USED FOR YOUR FORMANOVA ACCOUNT

PHONE (OPTIONAL)

This Design Confidentiality Addendum (the "Addendum") takes effect on the date FormaNova countersigns it (the "Effective Date") and is between Rare Sense Inc., a Delaware corporation doing business as FormaNova ("FormaNova"), and the customer named above ("Customer").

1. Relationship to the Terms. This Addendum supplements the FormaNova Terms of Service at formanova.ai/terms (the "Terms") and the FormaNova Privacy Policy. Where this Addendum conflicts with either, this Addendum controls.

2. Definitions. "Customer Designs" means all images, sketches, concepts, specifications, reference materials, CAD files and other materials Customer uploads to FormaNova, and all outputs FormaNova generates from them. "Permitted Purpose" means delivering the services Customer requests, quality control of results, resolving technical or support issues, and reviewing results to diagnose errors and improve the Service, without training any AI model on Customer Designs.

3. Confidentiality. FormaNova will treat Customer Designs as confidential information. It will use them only for the Permitted Purpose and will protect them with at least the care it uses for its own confidential information, and never less than reasonable care.

4. No AI training. FormaNova will not use Customer Designs to train, fine-tune or otherwise develop any AI model, whether its own or a third party's.

5. No showcase or reuse. Without Customer's prior written permission for each specific use, FormaNova will not include Customer Designs in any public or private dataset, template library, example gallery, demonstration,

benchmark or evaluation set, marketing material, social media post or other promotional content. This section overrides any showcase or marketing provision in the Terms.

6. Third parties. FormaNova will not sell, license, distribute, reproduce, manufacture or otherwise provide Customer Designs to any third party, except: (a) to service providers that host or process them solely to deliver the Permitted Purpose, under written terms that require confidentiality and prohibit training or any other use; (b) where Customer directs, such as an export Customer starts; and (c) where required by law. In case (c), FormaNova will give Customer prompt notice where the law allows, so Customer can seek protection.

7. Personnel. Only FormaNova personnel who need access for the Permitted Purpose may access Customer Designs. Each is bound by written confidentiality obligations at least as protective as this Addendum. FormaNova is responsible for their compliance.

8. Ownership. Customer owns the Customer Designs. FormaNova claims no ownership of them and assigns to Customer any rights it holds in outputs generated from them. No license is granted to FormaNova beyond what the Permitted Purpose requires. FormaNova will not register or assert any intellectual property right in Customer Designs. FormaNova makes no representation about whether outputs qualify for copyright, design or patent protection.

9. Deletion and export. On Customer's written request to studio@formanova.ai, FormaNova will permanently delete the specified Customer Designs from its systems, including backups, within 30 days and confirm in writing. On request, FormaNova will provide a copy of Customer Designs in a portable, machine-readable format before deletion.

10. Security and breach notice. FormaNova will protect Customer Designs with encryption in transit and access controls. FormaNova will notify Customer within 72 hours of confirming any unauthorized access to Customer Designs.

11. Exclusions. Sections 3 and 6 do not apply to information that: (a) is or becomes public through no fault of FormaNova; (b) FormaNova lawfully knew before receiving it, as shown by written records; or (c) FormaNova develops independently without use of Customer Designs, as shown by written records.

12. Term and survival. This Addendum takes effect on the Effective Date and continues while Customer has a FormaNova account. Sections 3 through 9 survive indefinitely after the account closes or this Addendum ends.

13. Remedies. Notwithstanding the arbitration provisions of the Terms, either party may seek temporary or preliminary injunctive relief in court to prevent unauthorized use or disclosure of Customer Designs. All other disputes under this Addendum will be resolved as provided in the Terms.

14. General. This Addendum is governed by the same law that governs the Terms. It may be changed only in writing signed by both parties. It may be signed electronically and in counterparts, and a typed name in the signature box counts as a signature.

SIGNATURES

Sign, then email the completed form to **studio@formanova.ai**.

Customer

SIGNATURE

FULL NAME

TITLE

DATE

☐ I am authorized to sign this Addendum for the Customer named on page 1.

FormaNova

SIGNATURE

FULL NAME

Hassan Baig

TITLE

Founder and CEO

DATE

Rare Sense Inc., doing business as FormaNova