

Manufacturing Supplier Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered into as of by and between:

- **Disclosing Party:**
- **Address:**
- **Receiving Party (Supplier):**
- **Address:**

Individually referred to as “Party” and collectively as “Parties.”

1. Definition of Confidential Information

“Confidential Information” means any non-public information, material, or data disclosed by the Disclosing Party to the Receiving Party in any form, including but not limited to technical, financial, business, design, product, process, or manufacturing information.

2. Obligations of Receiving Party

1. Protect the Confidential Information using at least the same degree of care as it uses to protect its own confidential information.
2. Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.
3. Use Confidential Information solely for the purpose of .
4. Limit disclosure of Confidential Information to its employees or agents on a need-to-know basis, ensuring they are bound by confidentiality obligations.

3. Exclusions

- Information that is or becomes publicly available other than through a breach of this Agreement.
- Information already known to the Receiving Party before disclosure by the Disclosing Party.
- Information lawfully received from a third party not under confidentiality obligations.
- Information independently developed without reference to the Confidential Information.

4. Term

This Agreement shall commence on the Effective Date and remain in effect for years, or until terminated by either Party with written notice, except obligations regarding Confidential Information shall survive termination for years.

5. Return or Destruction of Information

Upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and all copies thereof.

6. Governing Law

This Agreement is governed by and construed in accordance with the laws of .

7. Miscellaneous

This Agreement constitutes the entire understanding between the Parties regarding Confidential Information and supersedes all prior agreements. No amendment is valid unless in writing and signed by both Parties.

Disclosing Party Signature
Date:

Receiving Party Signature
Date: