

Mutual Non-Disclosure Agreement

Prepared by FSCPRECISION (Shenzhen FSC Precision Machining Co., Ltd.) — free to use and adapt.

This Agreement is entered into as of [DATE] by and between [PARTY A — NAME], with its principal place of business at [ADDRESS] ("Party A"), and [PARTY B — NAME], with its principal place of business at [ADDRESS] ("Party B"). Party A and Party B are each a "Party" and together the "Parties."

1. Purpose

The Parties wish to explore and, where appropriate, engage in a relationship concerning the machining, prototyping or production of parts (the "Purpose"). To do so, each Party may disclose confidential information to the other.

2. Confidential Information

"Confidential Information" means any non-public information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party"), in any form, including: 3D CAD models, 2D drawings and revisions; material, finish and tolerance specifications; quoted prices and lead times; and process, fixture or tooling information. Confidential Information does not include information that: (a) is or becomes public without breach of this Agreement; (b) the Receiving Party already lawfully held; (c) is independently developed without use of the Disclosing Party's information; or (d) the Receiving Party lawfully receives from a third party.

3. Obligations

The Receiving Party shall: (a) use Confidential Information only for the Purpose; (b) not disclose it to any third party except to employees or contractors who need it and are bound by equivalent confidentiality; and (c) protect it with at least the same care it uses for its own confidential information, and no less than reasonable care.

4. Compelled Disclosure

If the Receiving Party is required by law to disclose Confidential Information, it shall, where permitted, give prompt notice so the Disclosing Party may seek protection, and disclose only what is required.

5. Term

This Agreement lasts [2 or 3] years from the date above. Obligations for information disclosed during that period continue for [2 or 3] years after disclosure.

6. No Licence, No Warranty

No licence to any intellectual property is granted by disclosure. Confidential Information is provided "as is," without warranty of any kind.

7. Return or Destruction

On request, the Receiving Party shall return or destroy Confidential Information and confirm destruction in writing, except one archival copy retained by its legal function.

8. Governing Law

This Agreement is governed by the laws of [JURISDICTION], without regard to conflict-of-laws rules.

9. Entire Agreement

This document is the entire agreement on its subject matter and may be amended only in writing signed by both Parties.

Party A: _____ **Date:** _____

Name: _____ **Title:** _____

Party B: _____ **Date:** _____

Name: _____ **Title:** _____

This template is a starting point and is not legal advice. Have it reviewed under the governing law you choose before signing.
FSCPRECISION treats every customer drawing as confidential whether or not an agreement is in place.