

NON-DISCLOSURE AGREEMENT (NDA)

For Metalworking & Precision Machining Industry

This **Non-Disclosure Agreement** (the "Agreement") is entered into as of **[Date]** (the "Effective Date"), by and between:

Disclosing Party ("Discloser"):

Company Name: _____

Address: _____

Contact Person: _____

Email: _____

Receiving Party ("Recipient"):

Company Name: _____

Address: _____

Contact Person: _____

Email: _____

Collectively referred to as the "Parties."

RECITALS

Discloser possesses confidential and proprietary information related to **metal parts, CNC machining, design drawings, 3D models, technical specifications, manufacturing processes, material grades, quotes, prices, samples, prototypes and business terms** (the "Confidential Information"). Discloser wishes to disclose such information to Recipient for the purpose of **manufacturing evaluation, quotation, production cooperation or technical discussion** (the "Purpose"). The Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" includes, but is not limited to:

- **Technical Information:** 2D/3D drawings, CAD files, 3D models, dimensions, tolerances, materials (e.g., 304/316 stainless steel, 7075 aluminum), heat treatment,

surface finishing, CNC programs, machining processes, inspection standards, quality control data.

- **Commercial Information:** Quotations, unit prices, pricing formulas, order quantities, delivery schedules, payment terms, customer lists, supplier information, business plans.
- **Physical Items:** Samples, prototypes, molds, tooling, fixtures provided by Discloser.
- Any other information marked “Confidential” or reasonably understood to be confidential under the circumstances.

2. CONFIDENTIALITY OBLIGATIONS

Recipient agrees to:

- Keep all Confidential Information **strictly confidential** and use the same care as Recipient uses to protect its own confidential information.
- Use Confidential Information **only for the Purpose** and not for any other commercial or non-commercial purpose.
- Not disclose, copy, reproduce, reverse-engineer, or share Confidential Information with any **third party** without Discloser’s **prior written consent**.
- Limit access to Confidential Information only to employees or subcontractors who **need to know** and who are bound by confidentiality obligations at least as strict as this Agreement.
- Not use Confidential Information to develop, manufacture, or sell products that compete with Discloser.

3. EXCLUSIONS

Confidential Information does not include information that:

- Is or becomes **publicly available** through no fault of Recipient.
- Was **lawfully known** to Recipient before disclosure by Discloser (proven by prior written records).
- Is **independently developed** by Recipient without use of Discloser’s Confidential Information (proven by prior written records).
- Is **lawfully obtained** from a third party without breach of confidentiality.

4. TERM

This Agreement shall commence on the Effective Date and remain in effect for **5 years** from the date of disclosure of any Confidential Information. Confidentiality obligations for **trade secrets (e.g., unique processes, formulas)** survive indefinitely unless the information becomes public.

5. RETURN OR DESTRUCTION OF INFORMATION

Upon Discloser's request or upon termination of cooperation, Recipient shall, within **[15] days**:

- Return all original documents, drawings, samples, molds and physical materials.
- Permanently delete or destroy all electronic copies (CAD files, models, data) and certify destruction in writing.
- Retain **one copy** in legal archives only if required by law, and keep it confidential.

6. INTELLECTUAL PROPERTY

All Confidential Information, including intellectual property rights such as patents, trademarks, copyrights and trade secrets, **remain the sole property of Discloser**. Nothing in this Agreement grants Recipient any license or rights to Discloser's intellectual property.

7. REPRESENTATIONS AND WARRANTIES

Recipient acknowledges that breach of this Agreement may cause **irreparable harm** to Discloser, and Discloser shall be entitled to **injunctive relief** (court order to stop breach) in addition to monetary damages and reasonable attorney's fees.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of **China**, without regard to its conflict of laws principles. Disputes shall be resolved by friendly negotiation; if unresolved, disputes shall be submitted to the courts of **Discloser's location**.

9. MISCELLANEOUS

- This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof.
- Any amendment must be in writing and signed by both Parties.
- This Agreement is binding upon successors and assigns of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Disclosing Party:

Signature: _____

Name: _____

Title: _____

Date: _____

Company Seal (if applicable): _____

Receiving Party:

Signature: _____

Name: _____

Title: _____

Date: _____

Company Seal (if applicable): _____

Note: This NDA is specifically tailored for the metalworking, CNC machining and precision parts manufacturing industry. Fill in the brackets [] with relevant information before use.