

# Non-Disclosure Clause for Supply Partners

**1. Confidential Information:** For the purposes of this Agreement, "Confidential Information" includes all non-public information, data, documents, trade secrets, business plans, customer lists, pricing, and any other information disclosed in any form by one party ("Disclosing Party") to the other party ("Receiving Party"), whether oral, written, or electronic, in connection with their supply partnership.

**2. Obligation of Confidentiality:** The Receiving Party agrees to maintain the confidentiality of all Confidential Information and not to disclose, copy, reproduce, or otherwise make available Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by law.

**3. Permitted Disclosure:** Confidential Information may only be disclosed to the Receiving Party's employees, agents, or contractors on a need-to-know basis for the purposes of fulfilling obligations under the supply partnership, provided that such persons are bound by confidentiality obligations no less stringent than those set forth herein.

**4. Exclusions:** The obligations above do not apply to information that:

- was in the public domain at the time of disclosure or subsequently becomes public through no fault of the Receiving Party;
- was already in the lawful possession of the Receiving Party before receiving it from the Disclosing Party;
- is lawfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or
- is independently developed by the Receiving Party without use of or reference to the Confidential Information.

**5. Return or Destruction:** Upon termination of the supply partnership or upon request of the Disclosing Party, the Receiving Party will promptly return or destroy all Confidential Information, including all copies and derivatives.

**6. Duration:** The confidentiality obligations herein shall continue for a period of [X] years from the date of disclosure or for so long as the Confidential Information remains confidential, whichever is longer.

**7. Remedies:** The parties acknowledge that unauthorized disclosure of Confidential Information may cause irreparable harm and that the Disclosing Party shall be entitled to seek appropriate injunctive or equitable relief in addition to any other remedies available at law.