

SUPPLIER NONDISCLOSURE AGREEMENT

This agreement is between _____, herein known as the Buyer and _____, herein known as the Seller. In consideration for information provided by the buyer to the seller for the purpose of making a bid, or selling a product or service to the buyer, the seller hereby warrants, represents, covenants, and agrees as follows:

Section 1. Course of Dealing

The Seller, in the course of dealing with the Buyer, may or will have access to or learn of information belonging to the Buyer that is proprietary and confidential. This information will hereafter be referred to as Confidential Information.

Section 2. Confidential Information and Proprietary Information

Confidential Information as used throughout this Agreement means any secret or proprietary information relating directly or indirectly related to Buyer's business. Such information includes, but is not limited to, products, customer lists, pricing policies, employment records and policies, operational methods, marketing plans and strategies, product development techniques or plans, business acquisition plans, new personnel acquisition plans, methods of manufacture, technical processes, formulas, designs and design projects, inventions and research programs, trade "know-how," trade secrets, computer systems, software, source codes, user manuals, systems documentation, and other business affairs of Buyer and its affiliated companies and subsidiaries.

Section 3. Format

Confidential Information may be in the form of sketches, engineering drawings, samples, photographs, computer disks, tapes, videos, cassettes, or in any other format whatsoever.

Section 4. Nondisclosure

Seller agrees to keep strictly confidential all Confidential Information and will not, without Buyer's express written authorization, signed by one of Buyer's authorized officers or Purchasing Agents, use, disclose, sell, or market, any Confidential Information to any third person, firm, corporation, or other organization for any purpose. Seller further agrees not to make any photos, recordings, or copies of the Confidential Information except upon Buyer's written authorization, signed by one of Buyer's authorized officers or Purchasing Agents, and will not remove any copy or sample of Confidential Information from the premises of Buyer without such authorization.

Section 5. Buyer's Property and Return of Material

Upon receipt of a written request from Buyer, the Seller will return to Buyer all copies, drawings, samples, photos, recordings, videos, or samples of Confidential Information that, at the time of the receipt of the notice, are in the Seller's possession.

Section 6. Term of Obligation

The obligations of Seller to protect and keep all Buyer's Confidential Information secure and confidential shall continue after the termination of any business relationship between Seller and Buyer. These obligations shall not terminate until the information shall no longer be secret and confidential and shall be in the public domain.

Section 7. Performance

Seller agrees that Buyer shall have the right to seek specific performance of the provisions of Section 4 to enjoin a breach or attempted breach of the provision thereof, such right being in addition to all other rights and remedies that are available to Buyer at law, in equity, or otherwise.

Section 8. Legal Construction

In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 9. Applicable Law

This agreement shall be construed under in accordance with the laws of the State of _____

Agreed by: For the Buyer _____ Title _____ Date _____

For the Seller _____ Title _____ Date _____

Witness _____