Mutual Non-Disclosure Agreement

Kalen standard form · 2026-10-08 · You are welcome to propose changes, or to send your own agreement instead.

Between

(1) **Guangdong Kalen Jewelry Company Limited**, a company registered in the People's Republic of China, unified social credit code 91440101558385683L, registered address 12/F, Building A, East Commercial Building, Beizha Dongfang Road, Humen Town, Dongguan, Guangdong 523925, China ("**Kalen**"); and

(2) Company name: .....
Registered address: .....
Registration number: ..... ("**the Counterparty**").

Each a "Party" and together "the Parties". Effective Date: ..... (if left blank, the date of the later signature below).

1. Purpose

The Parties wish to exchange information in order to evaluate and, if they so agree, carry out the design, development, sampling, manufacture and supply of jewelry products (the "**Purpose**").

2. Confidential Information

"**Confidential Information**" means all information that one Party (the "Discloser") makes available to the other (the "Recipient") in connection with the Purpose, before or after the Effective Date and in any form, that is marked as confidential or that a reasonable person would understand to be confidential. It includes in particular:

a. designs, drawings, sketches, CAD and 3D files, tech packs, specifications, samples and prototypes;

b. quantities, prices, costs, commercial terms, launch timing, sales channels and customer information;

c. tooling structure, process parameters, coating specifications, test reports and their underlying data; and

d. supply chain information, including the identities of mills and suppliers.

3. What is not confidential

Confidential Information does not include information that the Recipient can show by written records: (a) is or becomes public other than through a breach of this Agreement; (b) was lawfully known to the Recipient before the Discloser made it available, free of any duty of confidence; (c) is lawfully received from a third party free of any duty of confidence; or (d) is developed independently by the Recipient without use of the Discloser's Confidential Information.

4. Obligations of the Recipient

The Recipient shall:

a. use the Confidential Information only for the Purpose;

b. keep it confidential and protect it with at least the care it uses for its own confidential information, and never less than reasonable care;

c. disclose it only to its employees, officers and professional advisers who need to know it for the Purpose and are bound by obligations of confidence no less protective than this Agreement, and remain responsible for their compliance;

d. make copies only as the Purpose requires; and

e. not reverse-engineer, dismantle or analyze the composition of any sample, prototype or tool received from the Discloser, except as the Purpose requires.

5. Designs

Kalen shall not manufacture, sell or offer to any third party any product made from, or substantially copying, a design that the Counterparty makes available under this Agreement, and shall not display such a design in a showroom, on a website, on social media or in any publicity, without the Counterparty's prior written consent. Neither Party shall use the other's Confidential Information to bypass that Party in dealing with its customers or suppliers.

6. Disclosure required by law

If the Recipient is required by law, regulation, a court or a competent authority to disclose Confidential Information, it may disclose what is required, after giving the Discloser prompt written notice where the law allows, so that the Discloser may seek protection.

7. Ownership

Confidential Information remains the property of the Discloser. This Agreement grants no license or other right in any patent, design, trademark, copyright, trade secret or other intellectual property, except the right to use Confidential Information for the Purpose. Ownership of tooling, and of designs developed for a particular project, is set out in the quotation or contract for that project.

8. Return and destruction

On the Discloser's written request, and in any event when the Purpose ends, the Recipient shall within 30 days return or destroy the Discloser's Confidential Information, including copies, and confirm this in writing if asked. The Recipient may keep copies that it must retain by law and copies held in routine electronic back-ups; those remain subject to this Agreement.

9. Term

This Agreement applies to Confidential Information made available during 2 years from the Effective Date. The obligations in clauses 4 to 8 continue for 5 years from the date on which each item of Confidential Information was made available, and for a trade secret for as long as it remains a trade secret.

10. No obligation and no warranty

Neither Party is obliged by this Agreement to make any information available or to enter into any further agreement. Confidential Information is provided as is, without any warranty as to its accuracy or completeness.

11. Remedies

A breach of this Agreement may cause harm for which damages alone would not be an adequate remedy. In addition to any other remedy, the Discloser may seek an injunction or other interim relief from a competent court.

12. Governing law and disputes

This Agreement is governed by the laws of the People's Republic of China, excluding the laws of Hong Kong, Macao and Taiwan. Any dispute arising from it that the Parties cannot settle by negotiation shall be submitted to the people's court with jurisdiction over the place where Kalen is located (Dongguan, Guangdong).

13. General

This Agreement is the entire agreement between the Parties on its subject matter. It may be changed only in writing signed by both Parties. Neither Party may transfer it without the other's written consent. If any provision is held invalid, the rest remains in force. It may be signed in counterparts and by electronic signature, each of which is an original. Where it is translated, the English text prevails.

For and on behalf of Guangdong Kalen Jewelry Company Limited

Name: .....

Title: .....

Signature and company seal: .....

Date: .....

For and on behalf of the Counterparty

Name: .....

Title: .....

Signature: .....

Date: .....