MUTUAL CONFIDENTIALITY AGREEMENT

Protecting the ideas behind every stitch.

This review template outlines a mutual framework for evaluating seamless apparel development opportunities. Complete all bracketed fields and obtain independent legal review before signature or reliance.

REVIEW DRAFT	Not legal advice. This sample is not effective until completed, reviewed by counsel, and signed by authorized representatives of both parties.

EFFECTIVE DATE	[Month / Day / Year]
PARTY A	[Legal name, jurisdiction, and address]
PARTY B	[Legal name, jurisdiction, and address]

01 / PURPOSE

The parties wish to evaluate a potential business relationship involving apparel design, yarn engineering, circular-knit programming, sampling, manufacturing, packaging, logistics, or related services (the **Purpose**). Each party may disclose Confidential Information solely for that Purpose.

02 / CONFIDENTIAL INFORMATION

Confidential Information means non-public information disclosed in any form, including tech packs, measurement charts, CLO 3D files, artwork, Pantone references, stitch maps, compression-zone specifications, pricing, forecasts, customer information, machine programs, samples, yarn formulations, and business plans. Information should be treated as confidential when marked confidential or when its nature and context reasonably indicate confidentiality.

03 / MUTUAL OBLIGATIONS

Each receiving party will: (a) use Confidential Information only for the Purpose; (b) protect it using at least reasonable care; (c) disclose it only to personnel and professional advisers who need to know and are bound by confidentiality duties; and (d) promptly notify the disclosing party of any known unauthorized access, use, or disclosure.

04 / EXCLUSIONS

Confidential Information does not include information the receiving party can document was lawfully known without restriction before disclosure, becomes public without breach, is received lawfully from a third party without confidentiality duty, or is independently developed without use of the disclosed Confidential Information. Legally compelled disclosure is permitted only to the extent required, with prior notice when lawful.

OWNERSHIP / ACCESS / TERM

Confidential by design. Isolated by default.

05 / OWNERSHIP AND NO LICENSE

All Confidential Information remains the property of the disclosing party. No intellectual-property license, assignment, manufacturing authorization, exclusivity right, or ownership interest is granted except under a separate signed agreement. Brand artwork, proprietary silhouettes, and customer-supplied design assets remain with the originating party.

06 / PATTERN CODE ISOLATION

Custom machine programs, digital knit structures, jacquard patterns, and production files created for a project will be access-controlled and will not be reused for third-party public catalogs when they embody the other party's Confidential Information. Any broader exclusivity, work-made-for-hire, or assignment arrangement must be stated in a separate signed development or production agreement.

07 / RETURN OR DESTRUCTION

Upon written request, the receiving party will return or destroy Confidential Information under its control, except for routine backup copies or records retained to satisfy law or internal compliance requirements. Any retained copy remains subject to this Agreement.

08 / TERM AND SURVIVAL

This Agreement begins on the Effective Date and continues for [two (2)] years unless ended earlier in writing. Confidentiality obligations survive for [three (3)] years after each disclosure; trade secrets remain protected for as long as they qualify as trade secrets under applicable law.

09 / NO COMMITMENT; REMEDIES

Neither party is required to proceed with a transaction, place an order, or disclose information. Unauthorized use or disclosure may cause harm not readily remedied by damages; the affected party may seek injunctive relief in addition to other remedies available under applicable law.

10 / GENERAL TERMS

This Agreement is the entire understanding concerning its subject and may be amended only in writing signed by both parties. Neither party may assign it without written consent, except in connection with a merger or sale of substantially all relevant assets. Governing law and venue: [insert agreed jurisdiction]. Electronic signatures and counterparts are permitted.

PARTY A	PARTY B
Legal name: _____	Legal name: _____
By: _____	By: _____
Name / title: _____	Name / title: _____
Date: _____	Date: _____