



MUTUAL NONDISCLOSURE AGREEMENT

REFERENCE COPY FOR REVIEW ONLY

Introduction:

Non-disclosure agreements (NDAs) are essential to establish a foundation of trust and protect sensitive information that will be exchanged during our business relationship. A mutual non-disclosure agreement is the simplest and most effective way to ensure both parties' confidential information is protected.

Next steps:

1. **Review:** Confirm the Mutual NonDisclosure Agreement below. The terms are balanced and fair, designed to protect both parties' Confidential Information without being overly burdensome.
2. **Ready to sign?** Plexus uses DocuSign to complete the NDA. By using the provided DocuSign PowerForm, both parties will automatically receive a fully executed NDA after both parties have signed.

To sign the mutual NDA, use the button below to access the DocuSign Powerform and click the "Sign Now" button.

[CLICK HERE TO SIGN VIA DOCUSIGN POWERFORM](#)

A copy of the completed NDA will be sent to you via DocuSign link after both parties have signed. You may download a copy for your records.

3. **Need an editable or printable version?** Use the button below to request one, or alternately, reach out to your Plexus contact.

[REQUEST AN EDITABLE OR PRINTABLE VERSION](#)

Other Questions?

Reach out to your Plexus contact for assistance.



MUTUAL NON-DISCLOSURE AGREEMENT

COVER PAGE

Key Terms	
Purpose:	Evaluating, establishing or continuing a business relationship
Confidentiality Period:	3 years
Governing Law:	The laws of the State of New York, USA
Effective Date:	Date of last signature

Any handwritten additions or modifications by either Party are null and void unless separately initialed or otherwise formally executed by duly authorized representatives of both Parties.

Accepted and agreed as of the Effective Date by the parties:

Plexus	Company
<p>Plexus Corp. One Plexus Way Neenah, WI 54956 USA</p>	<p>Company Name and Address: [[COMPANY NAME]] [[Street Address]] [[City, State, Province, Postal Code]] [[Country]]</p>
<p>Signature:</p> <hr/> <p>Name: _____ Title: _____ Date: _____</p>	<p>Signature:</p> <hr/> <p>Name: _____ Title: _____ Date: _____</p>



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "**Agreement**") is entered into as of the **Effective Date** between the Plexus company ("**Plexus**") and the counterparty ("**Company**") identified on the Cover Page (each a "**Party**" and collectively the "**Parties**"). An "**Affiliate**" is any entity that controls, is controlled by, or is under common control with a **Party**. Capitalized terms used below but not defined have the meanings set forth in the Cover Page.

1. Confidential Information and Exclusions

"**Confidential Information**" is any information shared by a Party or its Affiliates (the "**Discloser**") with the other Party or its Affiliates (the "**Recipient**") in connection with the Purpose (whether verbally, visually, electronically, or in writing) that relates to the Discloser's business and is either marked confidential or should reasonably be understood as confidential. Confidential Information includes, but is not limited to, strategic plans, financial information, customer/supplier information, employee data, prototypes, design, research, pricing, procurement information, engineering and/or manufacturing processes and services, trade secrets, facility visits and the terms of this Agreement.

Confidential Information does not include information that: (i) the Recipient already possessed; (ii) is or becomes public through no fault of Recipient; (iii) is rightfully received from a third party without a confidentiality duty; (iv) is disclosed by the Discloser to a third party without a confidentiality duty; or (v) is independently developed by the Recipient. If legally required to disclose by law, court order or other government inquiry, the Recipient will, to the extent practicable, provide the Discloser with advance notice and reasonably cooperate with the Discloser in obtaining protective treatment, if available.

2. Use & Nondisclosure of Confidential Information

The Recipient shall only use the Confidential Information in good faith for the Purpose, and must protect Confidential Information using at least a reasonable degree of care. Except as otherwise set forth in this Agreement, the Recipient cannot share the information with any third party without the Discloser's written approval. The Recipient may share Discloser's Confidential Information with Affiliates, attorneys, consultants, agents, subcontractors and suppliers ("**Representatives**") who need to know the information for the Purpose, provided they are bound by a written confidentiality agreement (or equivalent ethical duties) equal or more stringent than the terms of this Agreement. The Recipient is responsible for any unauthorized disclosure by its Representatives.

If the Discloser requests it in writing, the Recipient must destroy or return all tangible Confidential Information, though copies may be retained on backup systems or for legal or record-keeping purposes, remaining subject to this Agreement.

3. No Warranty

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE PARTIES MAKE NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.



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4. Term of Agreement and Confidentiality Period

This Agreement starts on the Effective Date and continues for three (3) years. It automatically renews for successive one (1) year periods unless either Party provides ninety (90) days' written notice of termination to the other Party. The Recipient's obligations under Section 2 start on the date Confidential Information is first disclosed and continue until the end of the Confidentiality Period set forth on the Cover Page. The confidentiality obligations shall survive any earlier expiration or termination of this Agreement if the Confidentiality Period extends beyond such expiration or termination.

5. Ownership

The Confidential Information remains the property of the Discloser. This Agreement does not grant the Recipient any license or property rights (like patents or copyrights) to the Confidential Information.

6. Additional Provisions

A. Limited Applicability This Agreement imposes no obligation on either Party to enter into a commercial transaction (such as buying or selling services or products) , nor does it establish an agency or partnership. It does not affect either Party's trade secret rights and permits both Parties to pursue similar opportunities independently, provided they comply with this Agreement.

B. Export Both parties shall adhere to all applicable laws, regulations and rules relating to export controls.

C. Artificial Intelligence Systems The Recipient shall not share Confidential Information with AI Systems that are accessible to third parties or that may use the information to train the system for third parties' use. An "**AI System**" means technology that can make decisions, create predictions, or generate new content, including predictive or generative AI and large language models. The Recipient may use AI Systems that limit access to and training with the information only to or for the Recipient.

D. Entire Agreement; Modifications All additions or modifications to this Agreement must be in writing and signed by both Parties. This Agreement is the Entire Agreement and understanding between the Parties regarding this subject matter, superseding all previous agreements with respect to the subject matter.

E. Relief The parties agree that any actual violation of the terms of this Agreement may result in irreparable harm and may entitle the other Party to seek injunctive or other equitable relief.

F. Governing Law This Agreement is made under, and shall be construed according to, the Governing Law, irrespective of the conflict of law provisions thereof.

G. Counterparts; Electronic Signatures This Agreement can be signed in separate copies (Counterparts), and all copies together form one single agreement. Electronic or faxed signatures are valid and can be relied upon as if they were originals.