Non-Disclosure Agreement (NDA) As a Trade Secret Protection in Cosmetic Product Maklon Agreement

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ABSTRACT

The rapid growth of the cosmetics industry in Indonesia has led to the increasing use of macron services, which often involves the exchange of confidential business information. This study examines the role of Non-Disclosure Agreements (NDAs) as legal instruments in protecting trade secrets in cosmetic maklon agreements, with a special focus on dispute resolution mechanisms. Using a normative juridical method with a comparative approach, this study analyzes two macro agreements in Indonesia—PT Athena Royal Kosmetika and PT Pesona Bintang Utama with CV Maheerah Group—and compares them with Singapore's legal framework in enforcing NDA through the common law duty of confidence. The results show that the explicit inclusion of NDA clauses, such as in the Athens Royal agreement, provides stronger legal protection than agreements that do not include them. In Indonesia, NDA enforcement relies on contractual provisions and the Trade Secrets Act, with dispute resolution through negotiation, mediation, arbitration, or litigation in the Commercial Court. In contrast, Singapore emphasizes the application of *reasonable steps* to maintain confidentiality, and courts provide broader protection through damages and injunctive relief.

This comparative analysis highlights the challenges of NDA enforcement in Indonesia, such as asymmetry of bargaining power, difficulties in proving and monitoring, and inconsistency in court decisions. This study recommends the need for standard NDA clauses in cosmetic clone contracts, judicial capacity building, and policy reforms that are aligned with international best practices. This recommendation provides an academic contribution as well as a practical guide for industry players.

Keywords: Non-Disclosure Agreement (NDA), Trade Secrets, Maklon, Cosmetics Industry, Comparative Law

INTRODUCTION

The phenomenal growth of the cosmetics industry in Indonesia shows significant development, marked by the growth in the number of cosmetic companies in Indonesia which reached 21.9%, namely from 913 companies in 2022 to 1,010 companies in mid-2023 based on data from the Coordinating Ministry for Economic Affairs of the Republic of Indonesia in a press release HM.4.6/40/SET. M.EKON.3/02/2024 (Limanseto, 2024). BPOM also noted that the cosmetics industry experienced an increase in the number of companies by up to 20.6%. The increase in the cosmetics industry is dominated by MSMEs, which is 83% (Direktorat Pengawasan Kosmetik, n.d.). Based on the data above, cosmetics industry players are increasingly aggressive in developing their products, both natural and chemical-based.

The high interest of consumers in cosmetic products makes it a great opportunity for entrepreneurs in Indonesia to create their own cosmetic products. The cosmetics industry in Indonesia has experienced significant growth in recent years (Irene Yustika Lintin, n.d.). With the growing consumer awareness of self-care, both for the face and body, the beauty industry in Indonesia continues to experience rapid innovation and growth. Competition between brands in presenting quality products with safer and more effective formulations is a major factor in maintaining and increasing market attractiveness in this sector. However, creating a cosmetic product requires quite complicated equipment, tools and licensing, this is an opportunity for a macro company to offer its services. Business actors who are just starting a cosmetics business and do not have much

experience will target macron services, this is due to the production process being quite complicated and requiring tools and human resources.

The maklon company has full responsibility for all stages of production, from formulation, raw material procurement, packaging, to product distribution to the market (Komang Jnana Shindu Putra, n.d.). In cooperation, generally using a maklon cooperation agreement or a maklon contract in the form of an agreement between two parties, namely the product owner (*owner*) and the maklon service provider (contract producer), in the agreement the maklon service provider agrees to produce cosmetic or skin care products (cosmetics) in accordance with the specifications determined by the brand owner. The contract covers various important aspects of the cooperation, including the responsibilities of each party, product specifications, prices, and payment terms, as well as other related matters (Mpm beauty, n.d.).

In previous research conducted by Asry Rimawaty which discussed *Non-Disclosure Agreement* as the protection of intellectual property rights, especially Trade Secrets in cooperation agreements, highlighted the importance of including protection clauses related to confidential information in cooperation agreements. The obligation to maintain the confidentiality of information is not only limited to the relationship between workers and employers, but also includes business cooperation involving two or more parties. The study concluded that the creation of a *non-disclosure agreement* makes one or even both parties have a legal responsibility to maintain the confidentiality of the information exchanged, in order to protect their interests and prevent the misuse of confidential information to prevent legal conflicts related to the violation of Intellectual Property Rights (Asry Rismawaty, 2019).

The update in this writing aims to analyze the comparison of efforts to resolve confidentiality violations, especially the use of *the* Non-Disclosure Agreement in cosmetic maklon agreements between Indonesia and Singapore.

RESEARCH METHODS

This research uses normative legal research methods or normative juridical research, which focuses on the analysis of legal rules related to Intellectual Property Rights (IPR), especially Trade Secrets, Non-Disclosure Agreements (NDA), and maklon agreements based on applicable laws and regulations in Indonesia. The approaches used in this study include the Statute Approach, the Conceptual Approach and the Comparative Approach. The data analysis technique used in this study is qualitative, which is a descriptive analysis method that focuses on certain problems and is analyzed by referring to the literature, the views of legal experts, and the provisions of applicable laws and regulations(Marzuki, 2016). This study uses a literature study method to obtain relevant primary, secondary, and non-legal materials.

RESULTS OF RESEARCH AND DISCUSSION

A. Non-Disclosure Agreement in Prefecture of Law in Indonesia

Non-Disclosure Agreements (NDAs) in Indonesia are based on article 1338 of the Civil Code on freedom of contract. A Non-Disclosure Agreement (NDA) is a legal agreement that regulates the obligations of the parties to maintain the confidentiality of information obtained during the cooperation process. Non-Disclosure Agreements (NDAs) are an important instrument in the business world, especially in the cosmetics sector which relies heavily on the uniqueness of formulas, raw materials, production methods, and marketing strategies.

A maklon agreement, a Non-Disclosure Agreement (NDA) is needed to protect trade secrets belonging to product owners that are shared with maklon companies in the production process (Asry Rismawaty, 2019). Trade Secrets are a part of IPR that provides protection for business or technology information that is confidential and has economic value (Law of the Republic of Indonesia No. 30 of 2000 concerning Trade Secrets, n.d.). Unlike other IPRs that have a certain time limit, trade secret protection lasts as long as the information remains confidential and unknown to the public (Nuzulia Kumala Sari, 2021).

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The binding force of a Non-Disclosure Agreement (NDA) is legal and legally binding for the parties to sign it. This means that the parties involved are obliged to comply with all the provisions of the agreement, including maintaining the confidentiality of the information that has been agreed (Kirana, n.d.). In particular, Non-Disclosure Agreements (NDAs) are regulated in the Trade Secrets Law, which protects confidential information that has economic value and is kept confidential by the parties. In the event of a violation, the aggrieved party can demand compensation and legal sanctions, including imprisonment of up to two years and a maximum fine of three hundred million rupiah according to article 17 of the Trade Secrets Law.

The Non-Disclosure Agreement (NDA) also contains clauses that govern obligations, disclosure limitations, validity periods, sanctions, and legal domicile that apply in the event of a dispute, thereby strengthening its binding force. Non-Disclosure Agreements (NDAs) are also the basis for legal protection that allows aggrieved parties to take legal action to claim compensation for losses due to breach of the agreement. The binding power of a Non-Disclosure Agreement (NDA) is not only formal, but has real legal force and can be defended in court in the event of a dispute (Kirana, n.d.).

In the cooperation agreement of the maklon PT. Athena Royal Cosmetics Article 9 Number 9.9 contains an explicit clause regarding the obligation to maintain confidentiality by the maklon, namely that the second party is "obliged to maintain the confidentiality of all documents against any party provided by the first party". This provision is in line with Article 4 of Law No. 30 of 2000 concerning Trade Secrets, which stipulates that trade secrets are protected if they are kept confidential and have economic value. The phrase "all documents" without exception, the protection of trade secrets in this agreement is comprehensive and firm compared to the Maklon Cooperation Agreement between PT. Pesona Bintang Utama and CV. Maheerah Group does not include any specific clauses explicitly protecting confidential information or documents relating to the production process or formula of cosmetic products. Although it is stated that the product formulation remains the patent property of the first party, this agreement does not contain any mechanisms, prohibitions, or obligations to maintain the confidentiality of information of a strategic or technical nature. The absence of a Non-Disclosure Agreement (NDA) clause has the potential to weaken the legal position in the event of a business information leak.

As a legal result, there can be a violation of the cooperation agreement between PT. Athena Royal Kosmetika will have stronger power in protecting trade secrets in civil and criminal terms, as stipulated in Articles 13 and 14 of the Trade Secrets Law, the Maklon Cooperation Agreement between PT. Pesona Bintang Utama and CV. Maheerah Group, due to the absence of clauses, provides a legal loophole that irresponsible parties can exploit to leak or exploit critical information without an adequate legal basis to claim damages. In practice, this can be detrimental to the owner of the brand or formula in terms of commercial and reputation. The power of trade secret protection in the cooperation agreement of PT. Athena Royal Kosmetika is more adequate than the macron cooperation agreement between PT. Pesona Bintang Utama and CV. Maheerah Group, both in terms of substance and from the point of view of compliance with Indonesia's positive legal provisions.

The Non-Disclosure Agreement (NDA) is a means of proof that information has been sought to be protected, thus fulfilling the third element in the protection of trade secrets. Based on the Van Dunne Verklaring Theorie, the agreement occurs after a declaration from each party so that at the time of signing the Non-Disclosure Agreement (NDA), the receiving party has a legal obligation to maintain the information and not use it outside the limits of the agreement. Therefore, the Non-Disclosure Agreement (NDA) is not only an administrative symbol, but has a substantive legal function (Komang Heryawan Trilaksana & Gde Rudy, n.d.)

Various settlement paths can be taken in accordance with the content of the Non-Disclosure Agreement (NDA) and the agreement of the parties, including conflict resolution through Non-Litigation and Litigation. In the agreement of PT. Athena Royal Cosmetics Article 17 relating to Terms, Termination and Consequences of Termination of Agreement Number 17.3 "If one of the parties commits a violation, it will be resolved through deliberation". The clause is also contained in the macron cooperation agreement between PT. Pesona Bintang Utama with a CV. Maheerah Group Article 14 concerning Dispute Resolution which is explained in Paragraph 1 "In the event of a dispute between the Parties, the Parties agree to resolve it by consensus". Deliberative or negotiation settlement is a form of Alternative Dispute Resolution (APS) that must be pursued first before the

parties switch to other settlement methods. In negotiations, the parties to the dispute are directly involved in the negotiation or deliberation process without the intervention of a third party, with the aim of reaching a peaceful agreement (Suharnoko, 2015).

Negotiation is considered the simplest and most economical method, as it only involves a face-to-face meeting between the parties to the dispute. Negotiations in Indonesia have long been known as part of the local culture in the form of deliberations to reach consensus. This approach is recommended because it is considered more respectable and has the potential to produce a win-win solution (Iswi Hariyani et al., 2018). Alternative dispute resolution Non-Litigation after Negotiation can be done through resolution through Mediation. According to the non-litigation dispute resolution system, mediation is divided into two main types, namely out-of-court mediation and mediation in district court. Out-of-court mediation is organized through the Alternative Dispute Resolution Institution (APS). If the parties are unable to reach an agreement in the negotiation process, they can directly use the mediation services available at the institution.

Mediation can also be used in the framework of arbitration, if the arbitrator proposes mediation efforts before entering the main examination of the case. Clauses regarding mediation can be included in the agreement from the beginning, especially in business contracts as a form of anticipation of possible disputes in the future. Alternatively, an agreement on mediation can be outlined through a contract amendment or a separate mediation agreement made after the dispute has occurred. A peace agreement produced through this process can be applied for ratification to the court in order to obtain legal force through a peace deed (Regulation of the Supreme Court of the Republic of Indonesia No. 1 of 2016 concerning Mediation Procedures in Courts, n.d.).

In the event that the deliberation is not reached by agreement and is not satisfactory to the Parties, it shall be reconciled by an arbitration commission consisting of a representative of the First Party, a representative of the Second Party, and an expert selected by the representatives of the Parties. The dispute resolution clause in both cooperation agreements of Maklon PT. Athena Royal Cosmetics and PT. Pesona Bintang Utama shows the application of the principle of autonomy of contract recognized in Article 1338 of the Civil Code, as well as consistency with the Arbitration Law which emphasizes the importance of written agreement between the parties in choosing an out-of-court settlement. The agreement between PT. Athena Royal Cosmetics lists a settlement mechanism through an arbitration commission consisting of representatives of each party and one mutually agreed expert. Article 1 number 1 of Law number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Arbitration is a method of resolving civil disputes outside the general court based on an arbitration agreement made in writing by the disputing party where the Parties can agree on disputes that occur or will occur between them to be resolved through arbitration (Law of the Republic of Indonesia No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, n.d.).

Arbitration is often considered part of Alternative Dispute Resolution (APS), although in some views arbitration is placed outside of the APS or formal courts. The procedure in arbitration has similarities to the process in court, because it is carried out formally with procedures that resemble trials, so it is often referred to as quasi judicial or semi-judicial forms. The arbitrator plays the role of a judge who has the authority to lead the course of the trial, actively examine the case, and render a verdict (Iswi Hariyani et al., 2020). The arbitration process is the same as the court by prioritizing mediation efforts before entering the main examination stage. Arbitration is held based on five main principles, namely the principle of consensualism (agreement of the parties), the principle of autonomy of the parties, the principle of legal certainty (pacta sunt servanda), the principle of good faith, and the principle of simple and quick settlement. In order to be able to take the arbitration route, the parties must first make an agreement in the form of an Arbitration agreement, either specifically drafted after the dispute arises or as a clause in the principal agreement before the dispute occurs. In the absence of an Arbitration Agreement, the arbitral institution or the APS institution has no basis to facilitate the resolution of the dispute between the parties (Iswi Hariyani et al., 2018).

The agreement between PT. Pesona Bintang Utama and CV. Maheerah Group expressly appoints the Indonesian National Arbitration Board (BANI) as the final settlement forum. This is in line with Article 9 and Article 11 of the Arbitration Law which provide a legal basis for the parties to appoint a particular arbitration

institution. The advantage of this approach lies in legal and procedural certainty, given that BANI already has standard rules, an established institutional structure, and experience in handling business disputes.

In the context of a Non-Disclosure Agreement (NDA) agreement, if an arbitration clause has been included, then dispute resolution must be carried out through an arbitration institution, such as the Indonesian National Arbitration Board (BANI). The Arbitration Agreement is subject to the principle of pacta sunt servanda, which is the principle of legal certainty as stipulated in Article 1338 paragraph (1) of the Civil Code, which states that all agreements made legally shall be valid as law for the party making them. Both agreements prioritize deliberative dispute resolution as a first step, reflecting the win-win solution approach and the principle of good faith as emphasized in Article 6 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. However, the effectiveness of settlement through deliberation is highly dependent on the good faith of the parties and a balanced bargaining power position.

In the agreement of PT. Athena Royal Cosmetics Article 17 relating to Terms, Termination and Consequences of Termination of Agreement Number 17.4 "At the final stage, if the decision of the arbitration commission is not satisfactory to the Parties, then all disputes will be submitted to the local District Court." Court decisions on trade secret violations can be in the form of an order to stop the use of information, the imposition of material and immaterial damages, and the destruction of goods resulting from violations that contain confidential information. This provision is in line with the principle of pacta sunt servanda in Article 1338 of the Civil Code which states that agreements made legally apply as laws to the parties who make them. Litigation for trade secret infringement provides legal certainty through a structured and legality-based process, although it often takes considerable time and cost.

The evidentiary process is a crucial element in this case because the plaintiff is required to prove that the information claimed as a trade secret has a confidential nature, economic value, and is reasonably maintained confidential as stipulated in Article 3 of the Trade Secrets Law (Undang-Undang Republik Indonesia No. 30 Tahun 2000 Tentang Rahasia Dagang, n.d.). The case examination process is carried out openly to the public, unless there is a special request to be carried out behind closed doors because it concerns sensitive information that is strategic to the plaintiff. The panel of judges in the trial stage will assess all the evidence submitted, such as the Non-Disclosure Agreement (NDA), written communications, witnesses, and electronic documents, to determine the existence of violations and their impact on the plaintiff.

Through the litigation process, the court assesses evidence, including cooperation agreement documents, evidence of similarity in product content, packaging shape, and track record of business relations between brand owners and macrons. Litigation settlement is important because only the court has the authority to examine, assess, and decide the status of infringement of intellectual property rights and to issue binding and executory rulings.

B. Comparison of Indonesia and Singapore in the Enforcement of Non-Disclosure Agreements (NDAs)

In Singapore, the protection of confidential information through a Non-Disclosure Agreement (NDA) is enforced primarily through the common law duty of confidence and the right to intellectual property rights. A breach of confidence claim will be granted if three elements are met:

1. Confidentiality

The information in question must have the quality of confidentiality, meaning that the information is not public information and has a confidentiality value that deserves to be protected.

2. Obligation of Confidence

The information must be provided in situations that imply an obligation to maintain confidentiality, either through an explicit contract such as an NDA, or an obligation based on the principle of *equity* even without a written contract.

3. Breach

An unauthorized disclosure or use of confidential information outside the agreed limits, to the detriment of the whistleblower.

In contrast to Indonesia, which emphasizes contractual aspects, Singapore emphasizes the standard of proof that the owner has taken reasonable steps to maintain the confidentiality of information (*reaconable steps*). In addition to the common law duty of confidence, protection can also be strengthened by intellectual property rights such as patents, copyrights, or trade secrets that legally protect certain aspects of such information or products. As such, the enforcement of NDAs in Singapore relies not only on contracts, but also on the principles of *equitable duty of confidence*, which ensures that confidentiality is thoroughly respected and protected in the context of the country's common law (Singapore Legal Advice, n.d.).

Table I Comparison Of Indonesian Law With Singapore

Aspects	**Indonesia**	**Singapore**
Legal System	Adheres to the Civil Law system, relying on written regulations and formal contracts.	Adheres to the Common Law system, based on the principle of equity and court precedent.
NDA Protection Policy	Legal protection under contracts and laws related to trade secrets and intellectual property. NDA is used primarily as a deterrent of infringement and a binding legal document in cosmetic clone contracts. Legal protection is directed at the terms of contracts and trade secrets protection laws.	Strong protection of *the common law duty of confidence* emphasizes three elements: confidentiality, duty of care, and breach.
Law Enforcement	Violations are resolved through litigation in court or arbitration under contractual agreements and national law.	Enforcement is carried out through litigation and arbitration, the courts are more flexible in providing equity protections such as injunctions and damages.
Settlement Mechanism	Settlement is carried out through mediation, national or international arbitration, and if necessary litigation under Indonesian contract law and trade secret protection.	Prioritize international arbitration (e.g. SIAC), mediation, and litigation with the support of common law and intellectual property. The process is more flexible and efficient.
Legal Approach	Enforcement is based on contracts as well as national laws that focus on contract documents and trade secret protection regulations.	Enforcement is carried out through *the principle of common law (breach of confidence*) which provides broader protection for business secrets, as well as intellectual property protection
Intellectual Property Protection	Trademark protection and trade secrets are an important complement to securing product formulas and brands.	The protection of patents, trade secrets, and other intellectual property rights is also very strong and is a major foundation in cases of breach of confidentiality.
Consequences of Violations	In the form of material compensation and/or contractual sanctions according to the agreement.	In the form of material damages, and the court can issue an *injunction* to prevent further violations.

The main differences lie in the legal system and the enforcement approach. Indonesia tends to rely on formal contracts and litigation on a written legal basis, while Singapore combines the force of *common law* with the principle *of equity* to provide more flexible and comprehensive protection against breach of confidentiality in cosmetic clone agreements using NDAs. The dispute resolution mechanism also prioritizes international arbitration and mediation in Singapore to maintain the confidentiality of the dispute process.

CONCLUSION

Non-Disclosure Agreements (NDAs) have a strategic role in protecting trade secrets in cosmetic maklon agreements. In terms of comparison, Indonesia emphasizes contractual aspects based on the Civil Code and the Trade Secrets Law, while Singapore emphasizes *the common law duty of confidence* with the standard of "*reasonable steps*" to maintain confidentiality. Singapore also provides broader protection through court decisions in the form of damages and *injunctions*, while in Indonesia enforcement relies more on contracts and is often constrained by asymmetry of bargaining power, difficulty of proof, and inconsistency of judgments. Thus, to strengthen the enforcement of NDAs in the Indonesian cosmetics industry, it is necessary: (1) the inclusion of NDA clauses in every maklon agreement, (2) the preparation of standard clauses as industry guidelines, (3) the increase in the capacity of commercial courts to make decisions more consistent, and (4) policy harmonization with international practices. This reform is important to provide legal certainty while protecting the business interests of the parties in a fair and proportionate manner.

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