

Non-Disclosure Agreement for Joint Venture

This Non-Disclosure Agreement ("Agreement") is made and entered into as of by and between:

Party A:

Address:

Party B:

Address:

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by either party to the other in connection with a potential joint venture, including, but not limited to, business plans, strategies, financial information, technology, know-how, and trade secrets.

2. Obligations of the Receiving Party

1. To keep all Confidential Information strictly confidential and not to disclose it to any third party without the prior written consent of the disclosing party.
2. To use the Confidential Information solely for the purposes of evaluating or pursuing the Joint Venture.
3. To take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the receiving party without use of or reference to the Confidential Information;
- Is disclosed under the order of a court or governmental agency.

4. Term

This Agreement shall commence on the date first written above and shall continue for a period of years from the date of disclosure of Confidential Information.

5. Return of Materials

Upon written request, each party shall promptly return or destroy all documents and materials containing Confidential Information.

6. No License

Nothing contained herein shall be construed as granting any rights by license or otherwise in any Confidential Information.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of .

Party A

Party B