

Two-Way Confidentiality Agreement for Joint Ventures

This Two-Way Confidentiality Agreement ("Agreement") is entered into as of

(the "Effective Date") by and between:

Party A:

Address:

Party B:

Address:

1. Definition of Confidential Information

"Confidential Information" means all information, whether oral, written, electronic, or other form, disclosed by either party to the other, directly or indirectly, regarding potential or actual joint ventures, including but not limited to business plans, processes, technology, financial information, and related data.

2. Obligations of Confidentiality

- Each party shall keep the other party's Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the disclosing party.
- Each party agrees to use the Confidential Information solely for the purpose of evaluating or pursuing a joint venture.
- Each party shall use reasonable care to protect the confidentiality of the other party's information, at least equivalent to the care it uses to protect its own confidential information.

3. Exclusions

- Information that is or becomes publicly available not as a result of breach of this Agreement.
- Information lawfully received from a third party not under a duty of confidentiality.
- Information independently developed without reference to the disclosed Confidential Information.
- Information required to be disclosed by law or court order, provided notice is given in advance to the disclosing party.

4. Term

This Agreement shall commence on the Effective Date and continue for a period of

years, unless terminated earlier by mutual written consent. The confidentiality obligations shall survive for

years after termination or expiration of this Agreement.

5. No License

Nothing in this Agreement shall be construed as granting any rights by license or otherwise in any Confidential Information of the other party.

6. Return of Materials

Upon written request, each party shall promptly return or destroy all Confidential Information in its possession.

7. Governing Law

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

.

8. Miscellaneous

This Agreement constitutes the entire agreement between the parties regarding confidentiality for the joint venture and supersedes all prior agreements. Any amendments must be in writing and signed by both parties.

Party A

Party B

Date:

Date:
