

**JOINT VENTURE CONFIDENTIALITY CLAUSE**

Each Joint Venturer acknowledges and agrees that its ownership interest in the Joint Venture affords it access to Confidential Information regarding the Joint Venture and its business, and the dissemination or use of Confidential Information in any manner inconsistent with protecting and furthering the Joint Venture, its business, and its prospects would cause the Joint Venture great loss and irreparable harm, and one of the duties of ownership in the Joint Venture is to prevent the dissemination or use of Confidential Information in any manner inconsistent with protecting and furthering the Joint Venture, its business and its prospects.

Each Joint Venturer agrees that it shall not for himself or on behalf of any other Person (whether as an individual, agent, servant, employee, employer, officer, director, shareholder, investor, principal, consultant or in any other capacity) directly or indirectly use or disclose to any Person any Confidential Information, unless required by applicable laws or judicial or regulatory process.

Confidential Information means information considered confidential by the Joint Venture including but not limited to: customer lists, trade

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