Alliance Agreement

1. Parties

This **Alliance Agreement** ("***Agreement***" hereinafter) is entered into as of _____ by and between the following parties;

_____, a _____ existing under the laws of _____, with its principal address at _____ _____ _____ _____ _____ _____;

and

_____, a _____ existing under the laws of _____, with its principal address at _____ _____ _____ _____ _____ _____;

(Hereinafter collectively referred to as the "***Parties***" or individually as a "***Party***").

WHEREAS, the Parties desire to enter into an alliance to collaborate on certain mutually beneficial economic and strategical activities as further described herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

2. Subject of the Agreement

The subject of this Agreement shall encompass the establishment, operation, and objectives of the strategic alliance (the "***Alliance***") formed between parties. The Alliance aims to promote collaboration and mutual economic benefit between the Parties through the pursuit of the following purposes;

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3. Scope of Alliance

Within the scope of the Alliance, for the purpose and benefit of the _____, the Parties agree to engage in research and development procedures, product development, market expansion, supply chain organization and knowledge sharing.

The Parties shall define and assign specific roles and responsibilities to designated individuals or teams responsible for overseeing and executing the all the activities regarding the Project.

4. Term and Termination

This Agreement shall commence on the _____ and shall remain in effect for an initial term of _____, unless terminated earlier in accordance with the provisions herein. Upon expiration of the initial term, this Agreement may be renewed for successive terms upon mutual agreement of the Parties.

Either Party may terminate this Agreement at any time, for any reason or no reason, upon _____ prior written notice to the other Party. Such termination shall be effective at the end of the notice period specified in the written notice.

Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach of any provision of this Agreement by the other Party, unless the breaching Party cures such breach within _____ following receipt of written notice specifying the nature of the breach. If the breaching party does not cure the breach in specified time period, the Agreement will be terminated at the end of the period without the need for further notice.

5. Confidentiality

For the purposes of this Agreement, confidential information shall mean any and all information, data, materials, or know-how disclosed by one party to the other party, whether orally, in writing, or in electronic form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. Confidential information may include, without limitation, trade secrets, business plans, financial information, customer data and any other proprietary information of the disclosing party. The receiving party of the confidential information agrees to hold all confidential information in strict confidence and to use such confidential information solely for the purpose of performing its obligations under this Agreement.

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Regardless of the reason for termination, upon the termination of this Agreement, each Party shall promptly return to the other Party or destroy, at the other Party's option, all confidential information and materials provided or made available to it by the other Party in connection with the Alliance, except to the extent necessary to comply with any legal or regulatory obligations.

6. Miscellaneous

- The Parties agree that nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, employment, or franchise relationship between the parties. Each Party shall act as an independent contractor, and neither Party shall have the authority to bind the other Party or incur any obligations on behalf of the other Party without prior written consent.

- Any modifications or expansions to the scope of the Alliance, or any changes to this Agreement shall be subject to mutual consent by the Parties in writing and may require an amendment to this Agreement.

- Unless otherwise agreed upon in writing, the Alliance shall not preclude either Party from engaging in similar collaborative activities with third parties.

- The Parties agree and undertake to conduct all activities under the Alliance in compliance with applicable laws, regulations, and industry standards. Illegal actions of one of the parties do not bind the other party.

- Neither Party shall assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment, transfer, or delegation in violation of this provision shall be null and void.

- Any notices, requests, consents, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered or certified mail or sent by courier service, to the addresses indicated in the first page of this Agreement.

- This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior agreements and understandings, oral or written.

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- This Agreement shall be governed by and construed in accordance with the applicable laws of _____. Any dispute arising out of or in connection with this Agreement shall be exclusively resolved by the courts of _____ to which the Parties hereby submit to the jurisdiction.

Party 1

Name _____

Date _____

Signature

_____

Party 2

Name _____

Date _____

Signature

_____

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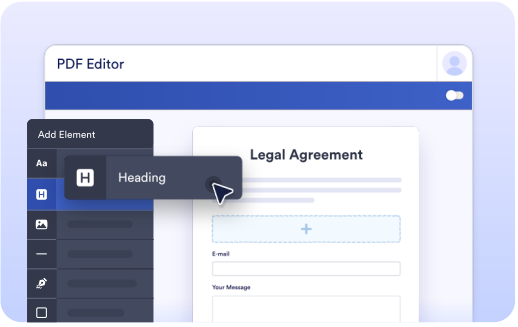
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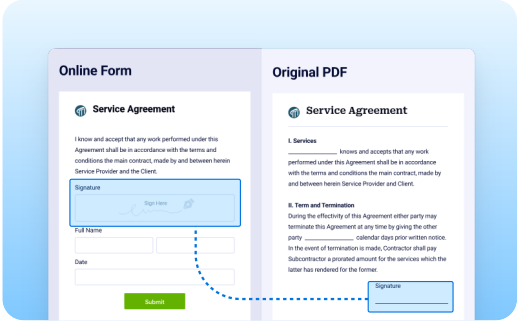
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