

PROPRIETARY FINANCIAL DATA NON-DISCLOSURE AGREEMENT

This Proprietary Financial Data Non-Disclosure Agreement (the "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between:

Disclosing Party: _____, with a principal place of business at _____, and

Receiving Party: _____, with a principal place of business at _____.

The Disclosing Party and the Receiving Party may collectively be referred to as the "Parties" or individually as a "Party."

1. DEFINITION OF PROPRIETARY FINANCIAL INFORMATION

For purposes of this Agreement, "Proprietary Financial Information" shall include all non-public, sensitive, or confidential financial information, whether disclosed orally, in writing, or in electronic or other form, including but not limited to: financial statements, balance sheets, profit and loss statements, revenue projections, cash flow analyses, tax returns, investor lists, billing databases, pricing models, valuation reports, and any business plans or market strategies related to the financial operations of the Disclosing Party.

2. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to hold all Proprietary Financial Information in strict confidence and to take professional and reasonable precautions to protect its confidentiality. The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose, publish, or otherwise disseminate any Proprietary Financial Information to any third party.

The Receiving Party shall limit access to the Proprietary Financial Information only to its employees, advisors, or representatives who have a legitimate "need to know" such information for the evaluation of the business relationship and who are bound by confidentiality obligations no less restrictive than those contained herein.

3. PERMITTED USE

The Receiving Party shall use the Proprietary Financial Information solely for the purpose of _____ and shall not use such information for its own economic benefit or any other purpose to the detriment of the Disclosing Party.

4. EXCLUSIONS FROM CONFIDENTIALITY

The obligations of confidentiality shall not apply to any information that: (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) was already in the lawful possession of the Receiving Party prior to disclosure; (c) is rightfully received from a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party without reference to or reliance upon the Proprietary Financial Information.

5. TERM AND TERMINATION

This Agreement and the Receiving Party's duty to protect the Proprietary Financial Information shall commence on the Effective Date and shall remain in effect for a period of _____ years from the date of disclosure, or until such time as the Disclosing Party releases the Receiving Party from this obligation in writing.

6. RETURN OR DESTRUCTION OF MATERIALS

Upon the written request of the Disclosing Party, or upon the termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party or destroy all physical or electronic copies of the Proprietary Financial Information and certify such destruction in writing to the Disclosing Party.

7. GOVERNING LAW AND REMEDIES

This Agreement shall be governed by and construed in accordance with the laws of _____, without regard to its conflict of law principles. The Parties acknowledge that any breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate, and the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or representations. This Agreement may only be amended or modified in writing signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Proprietary Financial Data Non-Disclosure Agreement as of the Effective Date.

DISCLOSING PARTY:

Authorized Signature

Print Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

Authorized Signature

Print Name: _____

Title: _____

Date: _____