PROPRIETARY FINANCIAL INFORMATION NON-DISCLOSURE AGREEMENT

This Proprietary Financial Information Non-Disclosure Agreement (the "Agreement") is entered into as of ____________________ (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 financial records, statements, balance sheets, profit and loss statements, tax returns, projections, budgets, cash flow analyses, investor reports, valuation models, customer lists, and any other financial data or documents disclosed by the Disclosing Party to the Receiving Party, whether disclosed orally, in writing, or in electronic format.

2. PURPOSE OF DISCLOSURE

The Receiving Party shall use the Proprietary Financial Information solely for the purpose of evaluate, negotiate, or engage in a potential business relationship or transaction regarding:

____

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3. CONFIDENTIALITY OBLIGATIONS

The Receiving Party agrees to:

a. Hold all Proprietary Financial Information in strict confidence and take all reasonable precautions to protect such information from unauthorized disclosure.

b. Limit access to the Proprietary Financial Information only to those of its employees, advisors, legal counsel, or financial representatives who have a strict "need to know" for the purpose specified in Section 2 and who are bound by confidentiality obligations no less restrictive than those contained herein.

c. Not copy, reproduce, or reverse-engineer any Proprietary Financial Information without the prior written consent of the Disclosing Party.

4. EXCLUSIONS

Proprietary Financial Information does not include 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 by the Disclosing Party;

c. Is rightfully received from a third party without restriction and without breach of any obligation of confidentiality; or

d. Is independently developed by the Receiving Party without reference to or reliance upon the Proprietary Financial Information.

5. COMPELLED DISCLOSURE

If the Receiving Party is legally compelled by court order, subpoena, or government regulation to disclose any Proprietary Financial Information, the Receiving Party shall provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy.

6. TERM AND RETURN OF MATERIALS

The obligations of confidentiality under this Agreement shall survive for a period of ______________ years from the Effective Date. Upon the written request of the Disclosing Party, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all physical and electronic copies of the Proprietary Financial Information and certify such destruction in writing.

7. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief to prevent breaches of this Agreement, in addition to any other remedies available at law or in equity.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of ______________________, without regard to its conflict of laws principles.

9. 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 in a writing signed by authorized representatives of both Parties.

DISCLOSING PARTY

____

Signature

____

Printed Name

____

Title

____

Date

RECEIVING PARTY

____

Signature

____

Printed Name

____

Title

Date