

RECIPROCAL FINANCIAL DATA CONFIDENTIALITY AGREEMENT

This Reciprocal Financial Data Confidentiality Agreement (the "Agreement") is entered into and made effective as of _____, by and between the following parties:

Party A: _____

Address: _____

Party B: _____

Address: _____

Each Party A and Party B may collectively be referred to as the "Parties," or individually as a "Party."

1. PURPOSE

The Parties intend to engage in discussions concerning a potential business relationship or transaction. In connection with these discussions, each Party may disclose to the other Party certain proprietary, non-public, and sensitive financial information. This Agreement is established to ensure the strict confidentiality of all such financial data shared between the Parties.

2. DEFINITION OF FINANCIAL DATA

For the purposes of this Agreement, "Financial Data" shall include, but is not limited to, all financial statements, balance sheets, income statements, cash flow statements, profit and loss projections, tax returns, audits, capitalization tables, budgets, pricing structures, revenue models, investment histories, valuation models, bank records, and any other financial information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, in writing, or in electronic format, and regardless of whether it is explicitly marked as "Confidential."

3. OBLIGATIONS OF CONFIDENTIALITY

Each Party agrees that it shall:

- a. Hold all Financial Data received from the other Party in the strictest confidence.
- b. Use the Financial Data solely for the purpose of evaluating and executing the potential business relationship between the Parties, and for no other purpose.
- c. Restrict access to the Financial Data to those of its directors, officers, employees, advisors, or legal and financial representatives who have a strict need to know such information for the evaluation of the potential transaction, and who are bound by confidentiality obligations no less restrictive than those contained herein.
- d. Apply at least the same degree of care to protect the Financial Data of the other Party as it applies to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.

4. EXCLUSIONS FROM CONFIDENTIALITY

The obligations of confidentiality set forth in this Agreement shall not apply to any Financial Data that the Receiving Party can demonstrate:

- 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 its disclosure by the Disclosing Party.
- c. Is rightfully received by the Receiving Party from a third party who has no obligation of confidentiality to the Disclosing Party.
- d. Is independently developed by employees or agents of the Receiving Party without reference to or reliance upon the Disclosing Party's Financial Data.

5. COMPELLED DISCLOSURE

If a Receiving Party is required by law, regulation, or a valid order of a court or governmental agency to disclose any Financial Data of the Disclosing Party, the Receiving Party shall, to the extent legally permissible, provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

6. TERM AND TERMINATION

This Agreement shall govern disclosures made from the effective date first written above. Either Party may terminate this Agreement upon _____ days' written notice to the other. Notwithstanding any such termination, the obligations of confidentiality and non-use with respect to all Financial Data disclosed under this Agreement shall survive for a period of _____ years from the date of disclosure.

7. RETURN OR DESTRUCTION OF DATA

Upon the written request of the Disclosing Party, or upon the termination of discussions between the Parties, the Receiving Party shall promptly return to the Disclosing Party or, at the Disclosing Party's option, destroy all physical and electronic copies of the Financial Data, and certify such destruction in writing to the Disclosing Party.

8. REMEDIES

The Parties acknowledge that any breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate. Accordingly, the non-breaching Party shall be entitled to seek injunctive relief and specific performance, in addition to any other remedies available at law or in equity, without the necessity of posting a bond.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of _____, without regard to its conflict of law principles. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.

10. MISCELLANEOUS

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior discussions or understandings. This Agreement may not be amended except in a writing signed by authorized representatives of both Parties. No waiver of any provision shall be deemed a waiver of any other provision.

IN WITNESS WHEREOF, the Parties hereto have executed this Reciprocal Financial Data Confidentiality Agreement as of the date first written above.

PARTY A:

PARTY B:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date