

MUTUAL FINANCIAL NON-DISCLOSURE AGREEMENT

This Mutual Financial Non-Disclosure Agreement (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between the following parties:

Party A: _____

Address: _____

Represented by: _____

And

Party B: _____

Address: _____

Represented by: _____

Party A and Party B are collectively referred to herein as the "Parties," and individually as a "Party."

1. PURPOSE

The Parties intend to engage in discussions regarding a potential business relationship, joint venture, investment opportunity, or partnership (the "Purpose"). In connection with these discussions, each Party may disclose to the other certain highly confidential, proprietary, and sensitive financial information.

2. DEFINITION OF CONFIDENTIAL FINANCIAL INFORMATION

For purposes of this Agreement, "Confidential Financial Information" shall include, but is not limited to, any financial statements, balance sheets, profit and loss statements, cash flow statements, financial projections, budgets, pricing lists, profit margins, cost analysis, investor lists, bank statements, financing agreements, tax returns, accounting methods, and any other financial data or strategic planning documents disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, in writing, or in electronic or other form.

3. OBLIGATIONS OF CONFIDENTIALITY

The Receiving Party agrees to:

- a. Maintain the strictest confidence regarding all Confidential Financial Information received from the Disclosing Party.
- b. Use the Confidential Financial Information solely and exclusively for the evaluation of the potential business relationship described in the Purpose, and for no other purpose.
- c. Restrict access to the Confidential Financial Information only to its employees, officers, directors, financial advisors, legal counsel, or accountants who have a strict "need to know" such information for the Purpose, and who are bound by confidentiality obligations no less restrictive than those contained herein.
- d. Not copy, reproduce, or distribute the Confidential Financial Information without the prior written consent of the Disclosing Party.

4. EXCLUSIONS FROM CONFIDENTIALITY

Confidential Financial Information does not include information that:

- a. Is or becomes publicly known through no breach of this Agreement or other wrongful act of the Receiving Party.
- b. Was already in the rightful possession of the Receiving Party prior to disclosure by the Disclosing Party.
- c. Is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Financial

Information.

- d. Is rightfully obtained by the Receiving Party from a third party without any restriction on disclosure.
- e. Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement so that the Disclosing Party may seek a protective order.

5. TERM AND TERMINATION

This Agreement shall govern all disclosures made between the Parties during the evaluation period. The obligations of confidentiality and non-use set forth in this Agreement shall survive and remain in full force and effect for a period of _____ years from the Effective Date, or for _____ years following the termination of any business relationship between the Parties, whichever is longer.

6. RETURN OR DESTRUCTION OF MATERIALS

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 Confidential Financial Information, and certify such destruction in writing to the Disclosing Party.

7. NO RIGHTS GRANTED

Nothing in this Agreement shall be construed to grant or imply any license, ownership right, or any other intellectual property or proprietary right in the Confidential Financial Information to the Receiving Party.

8. REMEDIES

The Parties acknowledge that any breach or threatened breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate. Consequently, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and any other equitable remedies in addition to any monetary damages available under the law.

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 out of or relating to this Agreement shall be brought exclusively in the courts located in _____.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements, or representations. This Agreement may not be amended, modified, or waived except in a writing signed by authorized representatives of both Parties.

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

PARTY A

PARTY B

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date