

# BILATERAL FINANCIAL NON-DISCLOSURE AGREEMENT

This Bilateral Financial Non-Disclosure Agreement (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between:

## Party A:

Name/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Registration/ID Number (if applicable): \_\_\_\_\_

And

## Party B:

Name/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Registration/ID Number (if applicable): \_\_\_\_\_

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 and negotiations regarding a potential financial transaction, investment, joint venture, or business relationship (the "Transaction"). In connection with these discussions, each Party may disclose to the other Party certain proprietary, financial, operational, and business information that is confidential and sensitive in nature.

## 2. DEFINITION OF CONFIDENTIAL FINANCIAL INFORMATION

For the purposes of this Agreement, "Confidential Financial Information" shall include all financial statements, projections, balance sheets, cash flow statements, profit and loss reports, tax returns, banking details, valuation reports, investor lists, funding sources, business plans, and any other proprietary financial data 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, and which is marked as confidential or should reasonably be understood to be confidential given the nature of the information and circumstances of disclosure.

## 3. OBLIGATIONS OF NON-DISCLOSURE AND NON-USE

Each Receiving Party agrees to:

- a. Hold all Confidential Financial Information received from the Disclosing Party in strict confidence;
- b. Use such Confidential Financial Information solely for the purpose of evaluating and executing the potential Transaction;
- c. Limit access to the Confidential Financial Information to those of its employees, advisors, directors, and representatives who need to know such information for the evaluation of the Transaction, provided that such individuals 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;  
and
- e. Implement and maintain reasonable physical, electronic, and procedural safeguards to protect the security and confidentiality of the financial information.

## 4. EXCLUSIONS FROM CONFIDENTIALITY

Confidential 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 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; or
- d. Is rightfully obtained by the Receiving Party from a third party who has no obligation of confidentiality to the Disclosing Party.

**5. COMPELLED DISCLOSURE**

If the Receiving Party is legally compelled by a court order, government agency, or applicable law to disclose any Confidential Financial Information, 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 commence on the Effective Date. The obligations of confidentiality and non-use under this Agreement shall survive the termination of discussions between the Parties and shall remain in effect for a period of \_\_\_\_\_ years from the date of disclosure, or until such time as the Confidential Financial Information no longer qualifies as confidential under applicable law.

**7. RETURN OR DESTRUCTION OF INFORMATION**

Upon the written request of the Disclosing Party, or upon the termination of discussions regarding the Transaction, the Receiving Party shall promptly return 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.

**8. NO LICENSE OR COMMITMENT**

Nothing in this Agreement shall be construed as granting any license, patent, copyright, or trademark rights to the Receiving Party, nor does it obligate either Party to enter into any transaction or binding business relationship.

**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 laws principles. Any legal action arising out of this Agreement shall be brought exclusively in the courts located in \_\_\_\_\_.

**10. MISCELLANEOUS**

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

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

**PARTY A:**

**PARTY B:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

Authorized Signature