

MUTUAL FINANCIAL DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Financial Disclosure and Confidentiality Agreement (the "Agreement") is entered into and made effective as of _____, 20____, by and between:

Party A: _____, with a principal place of business or residence at _____,

and

Party B: _____, with a principal place of business or residence at _____.

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

1. PURPOSE

The Parties wish to explore a potential business relationship, transaction, or association (the "Purpose"). In connection with this Purpose, each Party may disclose to the other certain proprietary financial information, budgets, projections, asset statements, and other sensitive financial data. This Agreement is executed to ensure the strict confidentiality of all such shared financial information.

2. DEFINITION OF CONFIDENTIAL FINANCIAL INFORMATION

"Confidential Financial Information" refers to any proprietary financial data, whether disclosed orally, in writing, or in electronic or other form, including but not limited to: tax returns, balance sheets, income statements, cash flow statements, profit margins, debt schedules, investor information, banking details, financial projections, business plans, and any other financial documents or analyses prepared by or for either Party.

3. OBLIGATIONS OF CONFIDENTIALITY

Each receiving Party agrees to:

- a. Hold all Confidential Financial Information received from the disclosing Party in the strictest confidence;
- b. Use such Confidential Financial Information solely for the Purpose described herein, and for no other purpose;
- c. Limit access to the Confidential Financial Information to its officers, directors, employees, or professional advisors who have a strict "need to know" and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement;
- d. Not copy, reproduce, or distribute the Confidential Financial Information without the prior written consent of the disclosing Party.

4. EXCLUSIONS

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;
- c. Is independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Financial Information; or
- d. Is required to be disclosed by law, regulation, or court order, provided the receiving Party gives the disclosing Party prompt written notice of such requirement prior to disclosure.

5. TERM AND RETURN OF INFORMATION

This Agreement shall remain in effect for a period of _____ years from the effective date. Upon the written request of the

disclosing Party, or upon termination of the discussions regarding the Purpose, the receiving Party shall promptly return or destroy all copies of the Confidential Financial Information and provide written certification of such destruction.

6. REMEDIES

The Parties acknowledge that any breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate. In the event of a breach or threatened breach, the non-breaching Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State/Country 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 _____.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements, or representations. No amendment or modification to this Agreement shall be valid unless made in writing and signed by both Parties.

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

PARTY A:

Signature

Printed Name

Title

Date

PARTY B:

Signature

Printed Name

Title

Date