

CONFIDENTIAL FINANCIAL DATA SHARING AGREEMENT

This Confidential Financial Data Sharing Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

Disclosing Party: _____, with a principal place of business at _____ (hereinafter referred to as the "Disclosing Party"), and

Receiving Party: _____, with a principal place of business at _____ (hereinafter referred to as the "Receiving Party").

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, sensitive, and proprietary financial data, reports, and related information disclosed by the Disclosing Party to the Receiving Party, whether disclosed orally, in writing, or by transmission of electronic magnetic, electro-optic, or other media. This information includes, without limitation, financial statements, balance sheets, profit and loss statements, cash flow analyses, revenue projections, budget plans, investor details, payroll data, tax returns, pricing strategies, and customer transaction histories.

2. PURPOSE

The Receiving Party agrees to receive and use the Proprietary Financial Information solely for the purpose of _____, and for no other purpose unless authorized in writing by the Disclosing Party.

3. CONFIDENTIALITY OBLIGATIONS

The Receiving Party shall hold and maintain the Proprietary Financial Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall restrict access to Proprietary Financial Information to its employees, contractors, and advisors who have a clear "need to know" such information for the purpose defined in Section 2, and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

The Receiving Party shall not, without prior written approval of the Disclosing Party, publish, copy, disclose, or otherwise make available to any third party any Proprietary Financial Information.

4. PERMITTED DISCLOSURES

If the Receiving Party is requested or required by law, regulation, or legal process to disclose any Proprietary Financial Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such request so that the Disclosing Party may seek a protective order or other appropriate remedy.

5. TERM AND TERMINATION

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and the Receiving Party's duty to hold Proprietary Financial Information in confidence shall remain in effect for a period of _____ from the date of disclosure, or until such time as the Disclosing Party releases the Receiving Party from such obligation in writing.

6. RETURN OR DESTRUCTION OF INFORMATION

Upon the written request of the Disclosing Party, or upon the termination of this Agreement, the Receiving Party shall immediately return to the Disclosing Party or destroy all physical and electronic copies of the Proprietary Financial Information, and certify

such destruction in writing to the Disclosing Party.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of _____, without giving effect to any principles of conflicts of law.

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

DISCLOSING PARTY:

Signature

Printed Name

Title

Date

RECEIVING PARTY:

Signature

Printed Name

Title

Date