# FINANCIAL DATA NON-DISCLOSURE AGREEMENT

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

**Disclosing Party:** ___________________________________, with a principal place of business or residence at ___________________________________ (hereinafter referred to as "Discloser"), and

**Receiving Party:** ___________________________________, with a principal place of business or residence at ___________________________________ (hereinafter referred to as "Recipient").

The Discloser and the Recipient may collectively be referred to as the "Parties" or individually as a "Party."

## 1. DEFINITION OF FINANCIAL DATA

For purposes of this Agreement, "Financial Data" shall include all non-public financial information, records, and data disclosed by the Discloser to the Recipient, whether orally, in writing, or in electronic format. This includes, but is not limited to, balance sheets, income statements, cash flow statements, tax returns, profit and loss statements, budget projections, bank statements, client billing records, investor lists, valuation reports, accounts receivable and payable ledgers, and any analyses, compilations, or summaries prepared based upon such information.

## 2. PURPOSE OF DISCLOSURE

The Recipient receives the Financial Data solely for the purpose of evaluate, analyze, or engage in discussions regarding

___________________________________________________________________________

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## 3. OBLIGATIONS OF RECIPIENT

The Recipient agrees to hold the Financial Data in the strictest confidence and to take all reasonable precautions to prevent unauthorized disclosure, publication, or dissemination. The Recipient shall limit access to the Financial Data only to those employees, advisors, or representatives who have a legitimate "need to know" for the purpose specified in Section 2, and who are bound by confidentiality obligations no less restrictive than those contained herein.

## 4. EXCLUSIONS FROM CONFIDENTIALITY

The obligations of confidentiality shall not apply to any financial information that:

(a) is or becomes publicly known through no breach of this Agreement by the Recipient;
(b) is received from a third party without breach of any restriction on disclosure; or
(c) is required to be disclosed by law, regulation, or court order, provided that the Recipient provides the Discloser with prompt prior notice of such requirement to allow the Discloser to seek a protective order.

## 5. TERM AND TERMINATION

The obligations under this Agreement shall remain in effect for a period of __________ years from the Effective Date, or until such time as the Discloser releases the Recipient from this Agreement in writing. Upon written request by the Discloser, the Recipient shall promptly return or destroy all physical or electronic copies of the Financial Data in its possession.

## 6. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _______________, without regard to its conflict of law principles.

## 7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements, or representations.

**DISCLOSING PARTY:**

________________________________________

SIGNATURE

________________________________________

PRINTED NAME

________________________________________

TITLE

________________________________________

DATE

**RECEIVING PARTY:**

________________________________________

SIGNATURE

________________________________________

PRINTED NAME

________________________________________

TITLE

________________________________________

DATE