

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:

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 or transaction of mutual interest. In connection with this opportunity, each Party may disclose to the other certain proprietary financial information, including but not limited to financial statements, tax returns, revenue projections, budgets, bank records, investor details, and strategic business plans (collectively, "Confidential Financial Information").

2. DEFINITION OF CONFIDENTIAL FINANCIAL INFORMATION

For purposes of this Agreement, "Confidential Financial Information" shall include all financial data, reports, analyses, summaries, and materials disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether in written, oral, electronic, or any other form, which is designated as confidential or which, by its nature, should reasonably be understood to be confidential.

3. OBLIGATIONS OF CONFIDENTIALITY

The Receiving Party agrees to:

- a. Hold all Confidential Financial Information in strict confidence and take reasonable precautions to protect it from unauthorized disclosure, using at least the same degree of care as it uses to protect its own confidential information of a similar nature.
- b. Use the Confidential Financial Information solely for the purpose of evaluating the potential business relationship between the Parties, and for no other purpose.
- c. Restrict access to the Confidential Financial Information to its directors, officers, employees, advisors, and legal or financial representatives who have a legitimate "need to know" and who are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

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 lawful possession of the Receiving Party prior to disclosure by the Disclosing Party;
- c. Is rightfully received by the Receiving Party from a third party without restriction on disclosure; or
- d. Is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Financial Information.

5. TERM AND TERMINATION

This Agreement and the obligations of confidentiality set forth herein shall remain in effect for a period of _____ years from the

Effective Date, or until such time as the Disclosing Party releases the Receiving Party from such obligation in writing. Either Party may terminate this Agreement upon _____ days' written notice, provided that all obligations regarding information disclosed prior to termination shall survive such termination.

6. RETURN OF INFORMATION

Upon the written request of the Disclosing Party, or upon the termination of discussions between the Parties, the Receiving Party shall promptly return or destroy all physical and electronic copies of the Confidential Financial Information, and certify such destruction in writing to the Disclosing Party.

7. REMEDIES

The Parties acknowledge that any 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, in addition to any other legal or equitable remedies available, to prevent or restrain any breach or threatened breach of this Agreement.

8. GOVERNING LAW

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

9. 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 only be amended or modified by a written instrument signed by authorized representatives of both Parties.

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

PARTY A:

PARTY B:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date