PROPRIETARY FINANCIAL INFORMATION PRIVACY AGREEMENT

This Proprietary Financial Information Privacy Agreement (the "Agreement") is entered into as of____________________, 20 ____________________ (the "Effective Date"), by and between:

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

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

Collectively referred to herein as the "Parties," or individually as a "Party."

1. PURPOSE

The Parties wish to explore a potential business relationship or enter into transactions during which the Discloser may disclose to the Recipient certain non-public, proprietary, and highly sensitive financial information. This Agreement is executed to ensure the strict confidentiality and privacy of such proprietary financial information.

2. DEFINITION OF PROPRIETARY FINANCIAL INFORMATION

For purposes of this Agreement, "Proprietary Financial Information" shall include, without limitation, all financial statements, balance sheets, profit and loss statements, revenue projections, cash flow analyses, tax returns, banking records, investor details, capitalization tables, valuation models, pricing structures, budgets, billing records, and any other financial data or documents disclosed by the Discloser to the Recipient, whether orally, in writing, or in electronic format, and whether or not marked as "Confidential" or "Proprietary."

3. OBLIGATIONS OF RECIPIENT

The Recipient agrees to hold the Proprietary Financial Information in the strictest confidence and to take all reasonable precautions to prevent its unauthorized disclosure. Specifically, the Recipient shall:

- Use the Proprietary Financial Information solely for the purpose of evaluating and executing the business relationship between the Parties.
- Limit access to the Proprietary Financial Information only to those of its employees, directors, advisors, or representatives who have a legitimate "need-to-know" and who are bound by confidentiality obligations no less restrictive than those contained herein.
- Not copy, reproduce, store, or transmit the Proprietary Financial Information except as absolutely necessary for the authorized purpose.
- Implement and maintain appropriate technical, physical, and administrative security measures to safeguard the information from loss, theft, or unauthorized access.

4. PERMITTED DISCLOSURES

The obligations of confidentiality shall not apply to any information that: (a) is or becomes publicly known through no breach of this Agreement by the Recipient; (b) was already in the lawful possession of the Recipient prior to disclosure; (c) is rightfully received from a third party without restriction on disclosure; or (d) is independently developed by the Recipient without reference to or reliance upon the Discloser's Proprietary Financial Information.

If the Recipient is required by law, regulation, or court order to disclose any Proprietary Financial Information, the Recipient shall provide the Discloser with prompt written notice so that the Discloser may seek a protective order or other appropriate remedy.

5. RETURN OR DESTRUCTION OF INFORMATION

Upon the written request of the Discloser, or upon the termination of this Agreement, the Recipient shall promptly return to the Discloser or, at the Discloser's option, destroy all physical and electronic copies of the Proprietary Financial Information, and certify such destruction in writing to the Discloser within ____________________ days.

6. TERM

This Agreement and the Recipient's duty to protect the Proprietary Financial Information shall commence on the Effective Date and shall remain in effect for a period of____________________ years from the date of disclosure, or until such time as the Discloser releases the Recipient from this Agreement in writing.

7. REMEDIES

The Recipient acknowledges that any breach of this Agreement may cause irreparable harm to the Discloser for which monetary damages alone would be inadequate. Accordingly, the Discloser shall be entitled to seek injunctive relief and specific performance, in addition to any other remedies available at law or in equity, without the necessity of posting a bond.

8. GOVERNING LAW AND JURISDICTION

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. Any legal action arising under this Agreement shall be brought exclusively in the courts located in ___________________________.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, negotiations, or understandings. No amendment to this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Proprietary Financial Information Privacy Agreement as of the Effective Date.

DISCLOSING PARTY:

____

By: ________________________

Name: ______________________

Title: ______________________

Date: ______________________

RECEIVING PARTY:

____

By: ________________________

Name: ______________________

Title: ______________________

Date: ______________________