

# MUTUAL FINANCIAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Financial Non-Disclosure and Confidentiality Agreement (the "Agreement") is entered into 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

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The Parties intend to engage in discussions concerning a potential business transaction, investment, partnership, or financial evaluation (the "Purpose"). In connection with this Purpose, each Party may disclose to the other certain proprietary financial information, business strategies, and other confidential data. This Agreement is established to ensure the strict confidentiality of all such shared information.

## 2. DEFINITION OF CONFIDENTIAL FINANCIAL INFORMATION

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For purposes of this Agreement, "Confidential Financial Information" shall include all non-public, proprietary, or confidential information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, visually, or in written, electronic, or other tangible form. This information includes, but is not limited to: financial statements, balance sheets, profit and loss statements, revenue projections, cash flow analyses, tax returns, investor lists, valuation models, bank records, capital structures, debt structures, business plans, and any analyses, compilations, or summaries prepared based upon such information.

## 3. OBLIGATIONS OF RECEIVING PARTY

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The Receiving Party agrees to:

- a. Hold all Confidential Financial Information in the strictest confidence and take all reasonable precautions to protect it against 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 and exclusively for the evaluation and execution of the Purpose, and for no other business, commercial, or personal activity.
- c. Restrict access to the Confidential Financial Information only to those of its directors, officers, employees, advisors, or representatives (collectively, "Representatives") who have a specific "need to know" such information for the Purpose, and who are bound by confidentiality obligations no less restrictive than those contained herein.

## 4. EXCLUSIONS FROM CONFIDENTIALITY

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Confidential Financial Information does not include information that the Receiving Party can demonstrate:

- a. Is or becomes publicly known through no breach of this Agreement by the Receiving Party;
- b. Was already in the physical possession of the Receiving Party prior to disclosure by the Disclosing Party;
- c. Is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Financial Information; or
- d. Is rightfully obtained by the Receiving Party from a third party without restriction and without breach of any confidentiality duty.

## 5. TERM AND TERMINATION

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This Agreement shall govern all disclosures made between the Parties from the Effective Date. The obligations of confidentiality and non-use set forth herein shall survive the termination of discussions between the Parties and shall remain in full force and 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.

**6. RETURN OR DESTRUCTION OF MATERIALS**

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

**7. REMEDY FOR BREACH**

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

**8. GOVERNING LAW AND JURISDICTION**

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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 out of or relating to this Agreement shall be brought exclusively in the courts located in \_\_\_\_\_.

**9. MISCELLANEOUS**

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This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior discussions or understandings. This Agreement may not be amended or modified except in writing signed by authorized representatives of both Parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Mutual Financial Non-Disclosure and Confidentiality Agreement as of the Effective Date.

**PARTY A**

**PARTY B**

**BY (SIGNATURE):**

**BY (SIGNATURE):**

\_\_\_\_\_  
**PRINTED NAME:**

\_\_\_\_\_  
**PRINTED NAME:**

\_\_\_\_\_  
**TITLE:**

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