

MUTUAL FINANCIAL NON-DISCLOSURE AGREEMENT

This Mutual Financial Non-Disclosure Agreement (the "Agreement") is entered into and made effective as of _____ (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, transaction, or association involving financial matters. In connection with this evaluation, both Parties anticipate disclosing proprietary, sensitive, and non-public financial information to each other. This Agreement is established to ensure the confidentiality of all such shared financial disclosures.

2. DEFINITION OF CONFIDENTIAL FINANCIAL INFORMATION

For purposes of this Agreement, "Confidential Financial Information" shall include, but is not limited to, all financial statements, balance sheets, profit and loss statements, cash flow analyses, budgets, projections, tax returns, banking records, investor presentations, business plans, capitalization tables, pricing structures, customer lists, valuation reports, and any other financial data or documents disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, in writing, or in digital format, and marked as confidential or which by its nature should reasonably be understood to be confidential.

3. EXCLUSIONS FROM CONFIDENTIALITY

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. is already in the lawful possession of the Receiving Party prior to disclosure as evidenced by written records;
- c. is rightfully received from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or
- d. is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Financial Information.

4. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party shall:

- a. hold all Confidential Financial Information in strict confidence and take reasonable precautions to protect its secrecy, using at least the same degree of care as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care;
- b. use the Confidential Financial Information solely for the purpose of evaluating the potential business relationship or transaction between the Parties;
- c. restrict access to the Confidential Financial Information only to its employees, officers, directors, financial advisors, legal counsel, and accountants who have a strict "need to know" and who are bound by confidentiality obligations at least as restrictive as those contained herein.

5. COMPELLED DISCLOSURE

If the Receiving Party is legally compelled by a court order, subpoena, or government authority to disclose any Confidential Financial Information, the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with prompt written notice of such

requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party shall disclose only that portion of the information which is legally required.

6. TERM AND RETURN OF INFORMATION

The obligations under this Agreement shall survive for a period of _____ years from the Effective Date, or until such time as the Confidential Financial Information falls under one of the exclusions listed in Section 3. Upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all copies of the Confidential Financial Information and provide written certification of such destruction.

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 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 laws 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, agreements, or representations. This Agreement may only be amended or modified by a written agreement 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.

PARTY A:

PARTY B:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date