PROPRIETARY FINANCIAL INTELLIGENCE CONFIDENTIALITY AGREEMENT

This Proprietary Financial Intelligence Confidentiality Agreement (the "Agreement") is entered into and made effective as of ______________________ (the "Effective Date"), by and between:

Disclosing Party: ____, with a principal place of business or residence at ____, and

Receiving Party: ____, with a principal place of business or residence at ____.

The Disclosing Party and the Receiving Party may collectively be referred to as the "Parties," or individually as a "Party."

1. DEFINITION OF PROPRIETARY FINANCIAL INTELLIGENCE

For purposes of this Agreement, "Proprietary Financial Intelligence" shall include all non-public, sensitive, confidential, or proprietary financial information, data, and knowledge disclosed by the Disclosing Party to the Receiving Party, whether disclosed orally, in writing, or by inspection of tangible objects. This intelligence includes, without limitation:

a. Financial statements, balance sheets, profit and loss statements, and cash flow analyses;

b. Investment strategies, algorithmic models, trading methodologies, and market analysis formulations;

c. Revenue projections, valuation models, pricing structures, and cost data;

d. Client lists, investor identities, portfolio holdings, and transaction histories;

e. Business plans, marketing strategies, and operational metrics related to financial products or services.

2. OBLIGATIONS OF NON-DISCLOSURE AND CONFIDENTIALITY

The Receiving Party agrees to hold all Proprietary Financial Intelligence in strict confidence and to take all reasonable precautions to protect such information from unauthorized disclosure. The Receiving Party specifically agrees:

a. To use the Proprietary Financial Intelligence solely for the purpose of evaluating or executing a potential business relationship between the Parties, and for no other purpose whatsoever;

b. Not to disclose, distribute, publish, or disseminate the Proprietary Financial Intelligence to any third party without the prior written consent of the Disclosing Party;

c. To restrict access to the Proprietary Financial Intelligence to those of its employees, advisors, or representatives who have a definitive "need to know" and who are bound by confidentiality obligations no less restrictive than those contained herein.

3. EXCLUSIONS FROM CONFIDENTIALITY

The obligations of confidentiality set forth in this Agreement shall not apply to any 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 from a third party who has no duty of confidentiality regarding such information; or

d. Is independently developed by the Receiving Party without reference to or reliance upon the Proprietary Financial Intelligence.

4. PERMITTED DISCLOSURE UNDER COMPULSION

If the Receiving Party is legally compelled by a court of competent jurisdiction, regulatory authority, or government agency to disclose any Proprietary Financial Intelligence, the Receiving Party shall 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.

5. TERM AND RETURN OF MATERIALS

The obligations under this Agreement shall remain in effect for a period of ___________ years from the Effective Date. Upon the written request of the Disclosing Party, or upon the termination of business discussions, the Receiving Party shall promptly return or destroy all physical and electronic copies of the Proprietary Financial Intelligence and certify such destruction in writing to the Disclosing Party.

6. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief to prevent breaches of this Agreement, in addition to any other remedies available at law or in equity.

7. 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.

8. 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 not be amended except in a writing signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Proprietary Financial Intelligence Confidentiality Agreement as of the Effective Date written above.

DISCLOSING PARTY:	RECEIVING PARTY:
______________________________	______________________________
Signature	Signature
______________________________	______________________________
Printed Name	Printed Name
______________________________	______________________________
Title	Title
______________________________	______________________________
Date	Date