

# 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 the parties identified below:

## Party A:

Name/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_

## Party B:

Name/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_

Each Party A and Party B may be referred to individually as a "Party" and collectively as the "Parties."

## 1. PURPOSE

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The Parties wish to explore a potential business relationship, transaction, or association involving mutual financial evaluations. In connection with this purpose, each Party may disclose to the other Party certain proprietary, non-public, and highly sensitive financial information. This Agreement is established to protect the confidentiality of all such financial information disclosed by either Party.

## 2. DEFINITION OF FINANCIAL INFORMATION

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For purposes of this Agreement, "Financial Information" shall include, but is not limited to, all proprietary and non-public financial data, statements, balance sheets, income statements, cash flow statements, profit margins, projections, forecasts, budgets, pricing structures, capitalization tables, tax records, banking details, valuation analyses, transaction histories, audit reports, customer and vendor lists, business plans, and any other financial information marked as confidential or which, by its nature, should reasonably be understood to be confidential, whether disclosed orally, in writing, or in electronic format.

## 3. CONFIDENTIALITY OBLIGATIONS

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Each Party, as a receiving party of the other's Financial Information, agrees to:

- a. Hold all Financial Information in strict confidence and take all reasonable precautions to prevent unauthorized access, disclosure, or dissemination.
- b. Use the Financial Information solely for the purpose of evaluating and executing the potential business relationship between the Parties, and for no other purpose.
- c. Restrict access to the Financial Information to its directors, officers, employees, advisors, legal counsel, and financial analysts (collectively, "Representatives") who have a specific need to know such information for the evaluation of the transaction, and who are bound by confidentiality obligations at least as restrictive as those contained herein.
- d. Be responsible for any breach of this Agreement by its Representatives.

## 4. EXCLUSIONS

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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 rightful 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 Financial Information; or
- d. Is rightfully received from a third party who is not bound by a confidentiality obligation to the disclosing party.

## **5. COMPELLED DISCLOSURE**

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If a receiving party is required by law, regulation, court order, or governmental authority to disclose any of the disclosing party's Financial Information, the receiving party shall provide the disclosing party with prompt written notice of such requirement prior to disclosure, so that the disclosing party may seek a protective order or other appropriate remedy.

## **6. TERM AND TERMINATION**

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This Agreement shall commence on the Effective Date. The obligation of the Parties to protect the confidentiality of the Financial Information shall survive the termination or expiration of this Agreement for a period of \_\_\_\_\_ years from the date of disclosure, or until such time as the Financial Information ceases to be a trade secret under applicable law.

## **7. RETURN OR DESTRUCTION OF INFORMATION**

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Upon the written request of the disclosing party, or upon the termination of discussions between the Parties, the receiving party shall promptly return to the disclosing party or destroy all copies, summaries, and extracts of the Financial Information in its possession, and certify such destruction in writing to the disclosing party.

## **8. NO LICENSE OR REPRESENTATION**

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Nothing in this Agreement shall be construed as granting any license, ownership, or transfer of rights in the Financial Information. All Financial Information is provided "as is," and neither Party makes any representation or warranty, express or implied, as to its accuracy or completeness.

## **9. REMEDIES**

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The Parties acknowledge that any breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate. Accordingly, the disclosing party shall be entitled to seek injunctive relief, specific performance, and any other equitable remedies in the event of a breach, in addition to any monetary damages available under the law.

## **10. 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 laws principles. Any legal action arising out of this Agreement shall be brought exclusively in the courts located in \_\_\_\_\_.

## **11. ENTIRE AGREEMENT**

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This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, negotiations, or agreements. This Agreement may only be amended or modified by a written agreement signed by authorized representatives of both Parties.

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

**PARTY A:**

**PARTY B:**

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
By (Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_