

# MUTUAL FINANCIAL PROPRIETARY INFORMATION NON-DISCLOSURE AGREEMENT

This Mutual Financial Proprietary Information 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 at \_\_\_\_\_,

and

**Party B:** \_\_\_\_\_, with a principal place of business 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 or transaction of mutual interest involving financial evaluations, planning, or transactions (the "Opportunity"). In connection with this Opportunity, each Party may disclose to the other Party certain sensitive, non-public financial, operational, and proprietary information.

## 2. Proprietary Financial Information

For purposes of this Agreement, "Proprietary Financial Information" shall include all financial data, projections, business plans, tax returns, balance sheets, profit and loss statements, investor lists, valuation models, capital structures, transaction terms, and any other financial information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, in writing, or in electronic format, and designated as confidential or which by its nature should reasonably be understood to be confidential.

## 3. Exclusions from Confidentiality

Proprietary Financial Information does not include 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; (c) is rightfully disclosed to the Receiving Party by a third party without restriction; or (d) is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Proprietary Financial Information.

## 4. Non-Use and Non-Disclosure Obligations

Each Party agrees that it shall: (a) hold all Proprietary Financial Information received from the other Party in strict confidence; (b) use such information solely for the purpose of evaluating and executing the Opportunity; and (c) not disclose such information to any third party without the prior written consent of the Disclosing Party, except to its officers, directors, employees, advisors, or representatives who have a need to know such information for the Opportunity and who are bound by confidentiality obligations no less restrictive than those herein.

## 5. Compelled Disclosure

If a Receiving Party is legally compelled by court order, subpoena, or government regulation to disclose any Proprietary Financial Information, it shall, to the extent legally permitted, provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy.

## 6. Term and Termination

This Agreement shall govern disclosures made from the Effective Date. The obligations of confidentiality and non-use shall survive the termination of this Agreement or the conclusion of the Opportunity for a period of \_\_\_\_\_ years from the date of disclosure.

## 7. Return or Destruction of Information

Upon the written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all physical and electronic copies

of the Proprietary Financial Information, and certify such destruction in writing to the Disclosing Party.

**8. Remedies**

The Parties acknowledge that any breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate. Accordingly, the non-breaching 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.

**9. Governing Law**

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.

**10. Miscellaneous**

This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions or understandings. This Agreement may not be amended except in a writing signed by authorized representatives of both Parties.

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

**PARTY A:**

**PARTY B:**

By:

By:

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

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

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

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

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

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