

State of _____

FINANCIAL INFORMATION NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Financial Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into as of _____, 20____ (the "Effective Date") by and between:

Disclosing Party: _____, as a(n) (Check one) Individual
 Corporation Limited Liability Company Partnership Limited Partnership Limited Liability Partnership ("Disclosing Party") and

Receiving Party: _____, as a(n) (Check one) Individual
 Corporation Limited Liability Company Partnership Limited Partnership Limited Liability Partnership ("Receiving Party")

Disclosing Party and Receiving Party have indicated an interest in exploring a potential business relationship relating to the assessment, management, and planning of financial operations, investments, and strategies (the "Financial Transaction").

In connection with its respective evaluation of the Financial Transaction, each party, their respective affiliates and their respective directors, officers, employees, agents or advisors (collectively, "Representatives") may provide or gain access to certain confidential and proprietary information. A party disclosing its Confidential Financial Information to the other party is hereafter referred to as a "Disclosing Party." A party receiving the Confidential Financial Information of a Disclosing Party is hereafter referred to as a "Receiving Party." In consideration for being furnished Confidential Financial Information, Disclosing Party and Receiving Party agree as follows:

1. **Confidential Financial Information.** Confidential financial information is: (Check one)

All information shared by Disclosing Party. "Confidential Financial Information" shall mean (i) all financial documents, records, and plans relating to Disclosing Party's business and operations including, but not limited to, accounting records, tax returns, financial statements, financial forecasts, budgets, pricing strategies, investment strategies, financial obligations, revenue models, profit margins, financial agreements, creditor and investor information; (ii) information concerning Disclosing Party's customers, suppliers, partners, and vendors that has financial implications including, but not limited to, customer and supplier contracts, pricing arrangements, payment terms, financial dealings, and credit information; (iii) the terms of any financial agreements, including this Agreement, and the discussions, negotiations, and proposals related to any financial transaction; (iv) information acquired during any financial audits or reviews of Disclosing Party's facilities; and (v) all other financial information provided by Disclosing Party that is not publicly known and that may have financial implications for the Disclosing Party. All Confidential Financial Information shall remain the property of Disclosing Party.

Only information marked 'Confidential.' "Confidential Financial Information," exchanged by the parties and entitled to protection hereunder, shall be identified or marked as such by an appropriate stamp or marking on each document exchanged designating the information as confidential or proprietary.

Specific information. The term "Confidential Financial Information" as used in this Agreement shall mean any data or information that is financially sensitive material and not generally known to the public, including, but not limited to, information relating to any of the following, which Disclosing Party considers confidential: (Check all that apply)



- 'Accounting Information' which includes all books, tax returns, financial information, financial forecasts, pricing lists, purchasing lists and memos, pricing forecasts, purchase order information, supplier costs and discounts, or related financial or purchasing information.
 - 'Investment Strategies' which includes details about current and future investment plans, portfolio strategies, analyses, investment agreements, and related confidential financial advisory communications.
 - 'Revenue and Profit Information' which includes detailed reports on revenue streams, profit margins, loss reports, and other financial metrics that detail the financial performance of the Disclosing Party.
 - 'Credit Information' which includes information about credit arrangements, creditworthiness, credit reports, loans, financing agreements, and related financial obligations.
 - 'Mergers and Acquisitions Information' which includes confidential details regarding potential or ongoing mergers, acquisitions, divestitures, and related financial analyses and projections.
 - 'Financial Agreements' which includes details of agreements that have significant financial implications, including contracts with financial institutions, investment agreements, shareholder agreements, and other related documents.
 - Other:
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2. Exclusions from Confidential Financial Information. The obligation of confidentiality with respect to Confidential Financial Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Receiving Party or any of its Representatives;
- b. If the information is or was received by Receiving Party from a third party source which, to the best knowledge of Receiving Party or its Representatives, is or was not under a confidentiality obligation to Disclosing Party with regard to such information;
- c. If the information is disclosed by Receiving Party with the Disclosing Party's prior written permission and approval;
- d. If the information is independently developed by Receiving Party prior to disclosure by Disclosing Party and without the use and benefit of any of the Disclosing Party's Confidential Information; or
- e. If Receiving Party or any of its Representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, Receiving Party or its Representatives give prompt written notice of that fact to Disclosing Party prior to disclosure so that Disclosing Party may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, Receiving Party or its Representatives may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. Obligation to Maintain Confidentiality. With respect to Confidential Financial Information:

- a. Receiving Party and its Representatives agree to retain the Confidential Financial Information of the Disclosing Party in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Financial Information except in conformity with this Agreement;
- b. Receiving Party and its Representatives shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Financial Information received from



Disclosing Party using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar financial information or material;

c. Upon the termination of this Agreement, Receiving Party will ensure that all documents, memoranda, notes, and other writings or electronic records prepared by it that include or reflect any Confidential Financial Information are returned or destroyed as directed by Disclosing Party;

d. If there is an unauthorized disclosure or loss of any of the Confidential Financial Information by Receiving Party or any of its Representatives, Receiving Party will promptly, at its own expense, notify Disclosing Party in writing and take all actions as may be necessary or reasonably requested by Disclosing Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss; and

e. The obligation not to disclose Confidential Financial Information shall: (Check one)

Survive the termination of this Agreement, and at no time will Receiving Party or any of its Representatives be permitted to disclose Confidential Financial Information, except to the extent that such Confidential Financial Information is excluded from the obligations of confidentiality under this Agreement pursuant to the conditions outlined previously.

Remain in effect until _____ (Check one) months years from the date hereof or until the Confidential Financial Information ceases to be proprietary or financially sensitive, except to the extent that such Confidential Financial Information is excluded from the obligations of confidentiality under this Agreement pursuant to the conditions outlined previously.

4. Non-Disclosure of Financial Transaction. Without Disclosing Party's prior written consent, neither Receiving Party nor its Representatives shall disclose to any other person, except to the extent the provisions of Paragraph 2 apply: (a) the fact that Confidential Financial Information has been made available to it or that it has inspected any portion of the Confidential Financial Information; (b) the fact that Disclosing Party and Receiving Party are having discussions or negotiations concerning the Financial Transaction; or (c) any of the terms, conditions, or other facts with respect to the Financial Transaction.

5. Representatives. Receiving Party will take reasonable steps to ensure that its Representatives adhere to the terms of this Agreement. Receiving Party will be responsible for any breach of this Agreement by any of its Representatives.

6. Disclaimer. There is no representation or warranty, express or implied, made by Disclosing Party as to the accuracy or completeness of any of its Confidential Financial Information. Except for the matters set forth in this Agreement, neither party will be under any obligation with regard to the Financial Transaction. Either party may, in its sole discretion: (a) reject any proposals made by the other party or its Representatives with respect to the Financial Transaction; (b) terminate discussions and negotiations with the other party or its Representatives at any time and for any reason or for no reason; and (c) change the procedures relating to the consideration of the Financial Transaction at any time without prior notice to the other party.

7. Remedies. Each party agrees that use or disclosure of any Confidential Financial Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which: (a) money damages may not be a sufficient remedy for any breach of this Agreement by such party; (b) the other party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach; (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

8. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either party, to such other



party, address or facsimile number as such party may designate upon reasonable notice to the other party.

Disclosing Party

Name: _____
Representative name: _____ Title: _____
Address: _____
Phone number: _____
Fax number: _____

Receiving Party

Name: _____
Representative name: _____ Title: _____
Address: _____
Phone number: _____
Fax number: _____

9. **Termination.** This Agreement will terminate on the earlier of:

- (a) the written agreement of the parties to terminate this Agreement;
- (b) the consummation of the Financial Transaction or
- (c) _____ (Check one) months years from the date hereof.

10. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the parties.

11. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of _____, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of _____ for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

12. **Miscellaneous.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Disclosing Party:

Disclosing Party Signature

Disclosing Party Full Name



Disclosing Party Representative
Signature

Disclosing Party Representative
Full Name and Title

Receiving Party:

Receiving Party Signature

Receiving Party Full Name

Receiving Party Representative
Signature

Receiving Party Representative
Full Name and Title

