

FINANCIAL INFORMATION NON-DISCLOSURE AGREEMENT

This **Financial Information Non-Disclosure Agreement ("Agreement")** has been entered into on _____, 20____. between the parties set forth below

THE PARTIES

RELEASOR: _____, whose mailing address is

_____ (the "RELEASOR")

and

RECIPIENT: _____, whose mailing address is

_____ (the "RECIPIENT")

hereinafter known as the "Recipient". Collectively, the aforementioned Releasor and Recipient shall be known as the "Parties", agree as follows:

I. Confidentiality Definition. The term "Confidential Information" as used in this Agreement refers to any information that has a commercial value and is either (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of Releasor, or (ii) commercial information.

II. Non-Disclosure and Non-Use Obligations. Any confidential information belonging to the releasor that the recipient receives must be kept private and must not be disclosed, distributed, or used in any way, whether in writing or verbally. The recipient acknowledges that they are responsible for protecting all of the releasor's confidential information to at least the same standard as they do for their own. The recipient further warrants that it will exercise reasonable care and at a minimum, ordinary precautions to protect its own confidential information. If Recipient is not an individual, Recipient certifies that such employees have previously signed a copy of this Agreement and agrees that Recipient shall only disclose Confidential Information to those of its employees who need to know such information.

III. Survival. All communications between the parties shall be in accordance with this Agreement. The recipient is aware that its responsibilities under Section/paragraph 2 ("Non-Disclosure and Non-Use Obligations") continue even after any other contractual obligations have ended. Recipient shall promptly deliver all documents and other materials provided by Releasor to Releasor upon the termination of any relationship between the parties, without retaining any copies.

IV. Governing Law. The laws of the United States of America and the State of _____, as they are applied to agreements entered into and to be performed entirely within the State with respect to its residents, shall govern this Agreement in all respects.

V. Injunctive Relief. Upon breach of any of these promises or agreements, Releasor will suffer irreparable and continuing damage for which there will be no adequate legal remedy, and Releasor shall have the right to injunctive relief and/or a decree of specific performance, as well as any other relief that may be appropriate (including monetary damages if applicable).

VI. Severability. If any provision of this Agreement is found to be invalid or unenforceable for any reason, the validity or enforceability of the remaining provisions shall not be affected. This is because each provision of this Agreement is a separate and distinct agreement that operates independently of the others.

VII. Entire Agreement. All prior or current oral or written agreements regarding the Confidential Information covered by this Agreement are superseded by this Agreement, which serves as the only agreement with regard to the Confidential Information disclosed herein. Changes to this Agreement must be made in writing and only with the consent of the parties' authorized representatives.

THE PARTIES HAVE SIGNED THIS AGREEMENT IN WITNESS WHEREOF, AS OF THE DATE SET FORTH BELOW.

RELEASOR:

RECIPIENT:

Signature: _____

Signature: _____

Name in Print: _____

Name in Print: _____

Date: _____

Date: _____