

# FINANCIAL INFORMATION NON-DISCLOSURE AGREEMENT

1. **THE PARTIES.** This Financial Information Non-Disclosure Agreement, hereinafter known as the “Agreement,” created this \_\_\_\_\_, is by and between \_\_\_\_\_, hereinafter known as “Releasor,” and \_\_\_\_\_, hereinafter known as “Recipient,” and collectively known as the “Parties.”

WHEREAS, this Agreement is created for the purpose of preventing the unauthorized disclosure of the confidential and proprietary information (the “Confidential Information”). The Parties agree as follows:

2. **DEFINITION OF CONFIDENTIAL INFORMATION.** For the purposes of this Agreement, “Confidential Information” shall include, but not be limited to, documents, records, data, drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications, and other business information relating to the Party’s business, assets, operations, or contracts furnished to the other Party and/or the other Party’s affiliates, employees, officers, owners, agents, consultants, or representatives in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all work products, studies, and other materials prepared by or in the possession or control of the other Party, which contain, include, refer to, or otherwise reflect or are generated from any Confidential Information.

However, Confidential Information does not include information that is: a) generally available to the public, b) widely used practices and/or algorithms, c) rightfully in the possession of the Parties prior to signing this Agreement, and d) independently developed or created without the use of any of the provided Confidential Information.

3. **OBLIGATIONS.** Recipient shall maintain in confidence and agrees not to disclose, disseminate or use any Confidential Information belonging to Releasor, whether or not in written or verbal form. Recipient agrees that Recipient shall treat all Confidential Information of Releasor with at least the same degree of care as Recipient accords its own confidential information. Recipient further represents that Recipient exercises at least reasonable care to protect its own confidential information. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees who need to know such information, and certifies that such employees have previously signed a copy of this Agreement.

4. **SURVIVAL.** This Agreement shall govern all communications between the parties. Recipient understands that its obligations under Paragraph 3 ("Obligations") shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, Recipient will promptly deliver to Releasor, without retaining any copies, all documents and other materials furnished to Recipient by Releasor.
5. **INJUNCTIVE RELIEF.** A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Releasor for which there will be no adequate remedy at law, and Releasor shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
6. **SEVERABILITY.** If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties.
7. **GOVERNING LAW.** This Agreement shall be governed under the laws in the State of \_\_\_\_\_.

WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

\_\_\_\_\_  
Releasor's Printed Name

\_\_\_\_\_  
Releasor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recipient's Printed Name

\_\_\_\_\_  
Recipient's Signature

\_\_\_\_\_  
Date