

# FINANCIAL INFORMATION NON-DISCLOSURE AGREEMENT

This Financial Information Non-Disclosure Agreement, hereinafter known as the "Agreement", is made by and between \_\_\_\_\_, having a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter known as the "Releasor", and \_\_\_\_\_, having a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter known as the "Recipient".

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

**1. Definition of Confidentiality.** As used in this Agreement, "Confidential Information" refers to any information which has 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) non-technical information relating to Releasor's products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to Releasor.

**2. Non-Disclosure and Non-Use 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.

**3. Survival.** This Agreement shall govern all communications between the parties. Recipient understands that its obligations under Paragraph 2 ("Non-Disclosure and Non-Use 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.

**4. Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of \_\_\_\_\_, as such laws are applied to agreements entered into and to be performed entirely within the State with respect to its residents.

**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.** Each provision of this Agreement is a separate and distinct agreement and independent of the other, so that if any provision hereof shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions hereof.

**7. Entire Agreement.** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

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

RELEASOR:

Signature: \_\_\_\_\_

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

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

RECIPIENT:

Signature: \_\_\_\_\_

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

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