



Mutual Non-Disclosure and Confidentiality Agreement

This Mutual Non-Disclosure and Confidentiality Agreement (the “Agreement”) is entered into on _____ (“the effective date”), by and between Church Financial Partners (CFP), a Texas company and _____

_____ (Client), hereinafter referred to collectively as the “Parties” and individually as CFP and Client.

Whereas, CFP and Client each possess confidential and proprietary information regarding their organizations that is not generally known to the public or in the Parties trade or business which was developed at great expense and is of considerable importance to each party;

Whereas, each Party acknowledges that it may acquire access to such confidential and proprietary information from the other Party in course of its relationship (the “Purpose”)

Whereas, such confidential and proprietary information, if exploited by any Party in contravention of the Agreement, could seriously, adversely and irreparably affect the ability of the other Party, namely the confidentiality of the organizations finances and

Whereas, as a condition to granting access to confidential and proprietary information regarding each other, each Party has agreed to treat all such confidential and proprietary information furnished by the other Party as confidential or proprietary in accordance with the provisions of the Agreement and to abstain from taking certain other actions as set forth hereunder.

Now, Therefore, inconsideration of the mutual promises, covenants and obligations set forth herein and for good and valuable consideration, the Parties, for themselves and their representatives, successors and assigns, hereby agree as follows:

1. Definitions

- a. **Proprietary Information** means any and all information, made available or created in connection with the Purpose, or material in any form, tangible or intangible, supplied in writing, orally, electronically, or by observation or inspection and regardless of whether it was provided or obtained prior to or subsequent to the Effective Date of this Agreement, which may be disclosed by a Disclosing Party to a Receiving, Party, which is (i) marked “Confidential,” “Restricted,” “Proprietary,” or other similar marking indicating the information or material is considered nonpublic, proprietary, or confidential; (ii) known by the Parties to be considered proprietary or confidential in nature; (iii) is of a nature that the Disclosing Party would



reasonably anticipate that its contents would be treated as confidential or proprietary by the Receiving Party; (iv) information or material that gives the Disclosing Party some competitive business advantage or the opportunity of obtaining such advantage; or (v) information or material that the disclosure of which would be detrimental to the interests of the Disclosing Party. By way of example and not limitation, Proprietary information shall include financial records and related information, trade secrets, overall business operations, plans, systems, strategies, and any and all intellectual property, and all documents or writings, prepared by either Party or its representatives or its former representatives based on, containing, or reflecting any of the Disclosing Party's proprietary Information. Any information learned shall be treated as Proprietary Information under this Agreement.

- b. **Disclosing Party** means any Party to this Agreement which supplies or discloses (either directly or indirectly) Proprietary Information to the other Party to this Agreement.
 - c. **Receiving Party** means the Party to this Agreement which receives (either directly or indirectly) Proprietary Information from the other Party.
 - d. **Representative(s)** means any directors, officers, agents, representatives, employees, affiliates, or controlling person of any affiliate, parent or sibling organizations and any professional advisors, attorneys, accountants, and actuaries utilized by the Receiving Party or the Receiving Party's Representatives.
2. **Use of Proprietary Information.** The receiving Party agrees that any Proprietary Information provided or disclosed to it by the Disclosing Party shall (a) be held in the strictest trust and confidence by the Receiving Party but at no less degree of care that is used by the Receiving party in safeguarding its own most highly confidential information; (b) not be used or disclosed by the Receiving Party in any way detrimental to the Disclosing Party; (c) subject to Section 3, not be disclosed or permitted to be disclosed to any person, individual, corporation partnership, entity, group, tribunal, or governmental authority or personnel thereof; (d) not be used or disclosed for any purpose other than as permitted by this Agreement; and (e) not be modified without the prior written consent of the Disclosing Party or Receiving Party.
3. **Disclosure of Proprietary Information.** The Receiving Party shall not disclose Proprietary Information to any third Party without the prior written consent of the Disclosing Party, except as otherwise permitted in this Section 3. The Parties agree and acknowledge that the Receiving Party may use or disclose the Proprietary Information, to the extent required, only to those representatives who need to know the Proprietary Information for the Purpose or required to facilitate the Purpose. The Receiving Party will (a) inform each of the Representatives receiving Proprietary Information of the confidential nature of the Proprietary



Information and of this Agreement; (b) inform the Representatives that they are subject to the same terms as the Receiving Party as described in this Agreement; (c) direct the Representatives to treat the Proprietary Information in confidentiality and not to use the Proprietary Information other than in connection with this Agreement; and (d) be responsible for any use or disclosure of the Proprietary Information by the Receiving Party or its Representative or its former Representatives in contravention of this Agreement. Nothing in this Agreement prohibits the Receiving Party from disclosing Proprietary Information pursuant to a lawful order or a court or government agency, but only to the extent of such order, and only if the Receiving Party gives immediate notice of such order to the Disclosing Party in order that the Disclosing Party may seek a protective order or take other action to protect the Information that was ordered to be disclosed. The Receiving Party will cooperate with the Disclosing Party (at the Disclosing Party's expense) in all reasonable efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded to the Proprietary Information sought by the court or government agency.

4. **Notification of Unauthorized Use or Disclosure of Proprietary Information.** In the event that the Receiving Party uses or discloses the Proprietary Information in any manner that is prohibited in any way by this Agreement, or learns of any unauthorized use or disclosure of the Proprietary Information by the Receiving Party or its Representatives or former Representatives, the Receiving Party will immediately notify the Disclosing Party of such unauthorized use or disclosure. If applicable, the Receiving Party will use best efforts to comply with, or assist the Disclosing Party in complying with, any required notices of a data security breach, as required by law or regulations, and will cooperate in any investigation the Disclosing Party undertakes as a result of such data security breach.
5. **No Solicitation.** The Receiving Party agrees that neither it nor its Representatives or former Representatives may use the Proprietary Information to solicit or cause to be solicited, either directly or indirectly, any client, or employee of the Disclosing Party for employment or other business purpose without first obtaining the written consent of the Disclosing Party.
6. **Limits on Proprietary Information.** Proprietary Information shall not be deemed proprietary or confidential and the Receiving Party shall have no obligation with respect to such information where the information (a) was known to the Receiving Party prior to receiving any of the Proprietary Information from the Disclosing Party; (b) has become publicly known through no wrongful act of the Receiving Party; or (c) was received by the Receiving Party from a third Party, provided, however, that the Receiving Party neither knew nor had reason to know that the third Party was bound by a confidentiality agreement with the Disclosing Party.
7. **Ownership of Proprietary Information.** Receiving Party agrees that all Proprietary Information shall remain the property of the Disclosing Party and that



the Disclosing Party may use such Proprietary Information for any purpose without obligation to the Receiving Party. Nothing contained herein, either expressly or by implication, estoppel, or otherwise, shall be construed as granting or implying any transfer of rights, by license or otherwise, to the Receiving Party in the (a) Proprietary Information or (b) any patents or other intellectual property protecting or relating to the Proprietary Information, or any improvement, discovery, idea, or invention thereof, whether conceived or acquired prior to, during, or after the date of this agreement.

8. **Return of Destruction of Proprietary Information.** Upon the written request of the Disclosing Party and at the discretion of the Disclosing Party, the Receiving Party shall exert all reasonable efforts to return all documents or material in any tangible form containing Proprietary Information or the Receiving Party shall destroy such Proprietary Information and shall certify in writing to Disclosing Party, the destruction of same. The Receiving Party may retain a copy of Disclosing Party's Proprietary Information for archival purpose subject to the terms of the Agreement. This Agreement shall survive termination for as long as the Receiving Party maintains a copy of the Disclosing party's Proprietary Information.
9. **Term.** This agreement shall be effective as of the Effective Date and shall extend to Six (6) months past the termination of the CFP Service Agreement signed by both Parties. This Agreement may be extended, in writing, by the mutual agreement of the Parties hereto. Upon any termination or expiration of this Agreement, the Receiving Party will return or destroy all Proprietary Information in accordance with Section 8.
10. **No Warranty.** The receiving Party acknowledges and agrees that the Proprietary Information is provided on an AS IS basis. The Disclosing Party makes no warranties, expressed or implied, with respect to the Proprietary Information and hereby expressly disclaims any and all implied warranties of merchantability, fitness or a particular purpose, and non-infringement. In no event shall the Disclosing Party be liable for any direct, indirect, special or consequential damages related to or arising from the performance or use of any portion of the Proprietary Information. The Parties agree that the disclosure by the Disclosing Party of Proprietary Information does not create any obligation on the part of any Party to enter into any further agreement with respect to the Purpose. The Disclosing Party will be free to negotiate with and to enter into any agreement with any other interested Party. Any actions taken by the Receiving Party in response to the disclosure of Proprietary Information shall be solely at the risk of the Receiving Party.
11. **Assignment.** This Agreement may not be assigned or transferred without prior written consent of the non-assigning Party. Any attempt to do so shall be null and void and of no force or effect. It is understood that both Parties are entitled to enforce the terms of the Agreement and that all rights hereunder shall inure to the benefit of the Parties and their assigns.



12. **Remedies.** Both the Disclosing Party and the Receiving Party specifically agree that any unauthorized use or disclosure of the other Party's Proprietary Information will cause the other Party great, immediate, and irreparable harm. The non-breaching Party shall be entitled to seek injunctive or other equitable relief to protect any actual or threatened unauthorized disclosure of any of its Proprietary Information or to secure the enforcement of this Agreement.
13. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.
14. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the state of Texas without giving effect to the choice of laws principles thereof, and may not be superseded, amended or modified except by written agreement between the Parties.
15. **Amendments and Waiver.** This Agreement may not be modified or amended, nor may any right be waived, except by a writing that specifically refers to this Agreement, states that such writing is intended to be a modification, amendment, or waiver, and is signed by a duly authorized representative of each Party. Any failure or delay of either Party to this option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement nor shall in excuse the other Party's performance of such, nor effect any rights at a later time to enforce the provision.
16. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the treatment of Proprietary Information in connection with the Purpose. No course of conduct or dealing between the Parties and no custom or trade usage shall be relied upon to vary any terms of this Agreement.
17. **Survivability.** All provisions of this Agreement that by their nature are intended to survive expiration or termination of this Agreement shall survive.

In Witness whereof, this agreement has been executed by duly authorized representatives of the Parties on the Effective Date written above.



Church Financial Partners

By: _____

Name: Tim Crossno

Title: CEO

Date: _____

Client

By: _____

Name: _____

Date: _____