

**CONFIDENTIALITY AGREEMENT**

**THIS CONFIDENTIALITY AGREEMENT (the "Agreement")  
BETWEEN:**

\_\_\_\_\_  
("BORROWER")  
- AND -  
SBA FUNDING DEPOT, LLC  
("SFD")

**Background**

- A. BORROWER and the SFD desire to enter into a confidentiality agreement for the purpose of analyzing BORROWER'S financial status to obtain BORROWER'S desired loan and to match BORROWER with an appropriate lender. (the "Permitted Use").
- B. In connection with the Permitted Use, SFD will receive certain confidential information (the "CONFIDENTIAL INFORMATION").

**IN CONSIDERATION OF** and as a condition of the BORROWER providing the CONFIDENTIAL INFORMATION to SFD in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Confidential Information**

- 1. All written and oral information and materials disclosed or provided by the BORROWER to SFD under this Agreement constitute CONFIDENTIAL INFORMATION regardless of whether such information was provided before or after the date of this Agreement or how it was provided to SFD.
- 2. 'Confidential Information' means all data and information relating to the BORROWER, including but not limited to, the following:
  - a. 'Business Operations' which includes internal personnel and financial information of the BORROWER.
  - b. 'Accounting Information' which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of BORROWER.
- 3. Confidential Information will not include the following information:
  - a. Information that is generally known in the industry of the BORROWER;
  - b. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Recipient;
  - c. Information rightly in the possession of the SFD prior to receiving the CONFIDENTIAL INFORMATION from the BORROWER;
  - d. Information that is independently created by SFD without direct or indirect use of the CONFIDENTIAL INFORMATION; or
  - e. Information that SFD rightfully obtains from a third party who has the right to transfer or disclose it.

**Confidential Obligations**

- 4. Except as otherwise provided in this Agreement, SFD must keep the Confidential Information confidential.
- 5. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the BORROWER and will only be used by SFD for the Permitted Purpose.
- 6. The obligations to ensure and protect the confidentiality of the CONFIDENTIAL INFORMATION imposed on SFD in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will be continuous from the date of this Agreement for two (2) years.
- 7. SFD may disclose any of the CONFIDENTIAL INFORMATION:
  - a. To such employees, agents, representatives and advisors of SFD that have a need to know for the Permitted Purpose;
  - b. A lender(s) SFD has selected in its sole discretion that will be an appropriate source of a loan for BORROWER.

**Indemnification**

- 8. SFD desires protection against any personal liability, claim, suit, action, loss, or damage that may result from inaccurate information provided by BORROWER that results from a claim made by a lender;
  - a. BORROWER will hold harmless and indemnify SFD against any and all claims and actions arising out of inaccurate information asserted by a lender relying on the information provided by BORROWER

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
BORROWER

\_\_\_\_\_  
SBA FUNDING DEPOT, LLC