FINANCIAL INFORMATION CONFIDENTIALITY AGREEMENT

(M&A Transaction Evaluation)

This Financial Information Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

Disclosing Party: _____, with a principal place of business at _____ (hereinafter referred to as the "Disclosing Party"), and

Receiving Party: _____, with a principal place of business at _____ (hereinafter referred to as the "Receiving Party").

The Disclosing Party and the Receiving Party may collectively be referred to as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the Parties are exploring a potential business transaction involving a merger, acquisition, joint venture, or asset purchase (the "Proposed Transaction"); and

WHEREAS, in connection with the evaluation of the Proposed Transaction, the Disclosing Party may find it necessary to disclose to the Receiving Party certain highly sensitive, non-public financial, operational, and business information; and

WHEREAS, the Disclosing Party desires to ensure that such financial and proprietary information remains confidential and is used solely for the purpose of evaluating the Proposed Transaction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall mean all proprietary, non-public financial information, data, and analyses disclosed by the Disclosing Party to the Receiving Party, whether disclosed orally, in writing, or in electronic or other form, which is marked as confidential or should reasonably be understood to be confidential given the nature of the information. Confidential Information includes, without limitation:

a. Historical and projected financial statements, balance sheets, income statements, cash flow statements, and general ledger details;

b. Tax returns, financial audits, and independent accountant reports;

c. Sales volumes, profit margins, pricing strategies, cost structures, and valuation models;

d. Customer and supplier lists, accounts receivable aging reports, and debt structures;

e. Business plans, budgets, financial forecasts, and projections of future performance.

2. PERMITTED USE AND RESTRICTIONS

The Receiving Party agrees to:

a. Hold all Confidential Information in strict confidence and take all reasonable precautions to protect such information from unauthorized disclosure;

b. Use the Confidential Information solely and exclusively for the purpose of evaluating and executing the Proposed Transaction;

c. Restrict access to the Confidential Information to its directors, officers, employees, financial advisors, legal counsel, and accountants (collectively, "Representatives") who have a direct "need to know" such information for the evaluation of the Proposed Transaction, and who are bound by confidentiality obligations no less restrictive than those set forth in this Agreement.

3. EXCLUSIONS FROM CONFIDENTIALITY

Confidential Information does not include information that:

a. Is or becomes publicly known through no breach of this Agreement by the Receiving Party or its Representatives;

b. Was already in the lawful possession of the Receiving Party prior to disclosure by the Disclosing Party;

c. Is received from a third party who has a lawful right to disclose such information without restriction; or

d. Is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Information.

4. COMPELLED DISCLOSURE

If the Receiving Party or any of its Representatives is legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, the Receiving Party shall, to the extent legally permissible, provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

5. TERM AND TERMINATION

This Agreement and the Receiving Party's obligation to protect the Confidential Information shall commence on the Effective Date and shall remain in effect for a period of _____ years from the Effective Date, or until such time as the Parties enter into a definitive agreement regarding the Proposed Transaction that supersedes this Agreement.

6. RETURN OR DESTRUCTION OF INFORMATION

At any time upon the written request of the Disclosing Party, or immediately upon the termination of discussions regarding the Proposed Transaction, the Receiving Party shall promptly return to the Disclosing Party or, at the Receiving Party's option, destroy all physical and electronic copies of the Confidential Information, and certify such destruction in writing to the Disclosing Party.

7. REMEDIES

The Receiving Party acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and any other equitable remedies in the event of a breach, without the necessity of posting a bond, in addition to any monetary damages or other remedies available under the law.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of law principles. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the courts located in _____.

9. MISCELLANEOUS

a. This Agreement constitutes the entire understanding between the Parties concerning the confidentiality of the Financial Information and supersedes all prior discussions or agreements.

b. No amendment or modification to this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties.

c. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it at a later time.

IN WITNESS WHEREOF, the Parties hereto have executed this Financial Information Confidentiality Agreement as of the Effective Date.

DISCLOSING PARTY:

_____

Name: _____

Title: _____

Company: _____

Date: _____

RECEIVING PARTY:

_____

Name: _____

Title: _____

Company: _____

Date: _____