FINANCIAL INFORMATION NON-DISCLOSURE AGREEMENT

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

Disclosing Party: ______________________________________, with a principal address at ______________________________________ ("Disclosing Party"), and

Receiving Party: ______________________________________, with a principal address at ______________________________________ ("Receiving Party").

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

1. DEFINITION OF FINANCIAL INFORMATION

For purposes of this Agreement, "Financial Information" shall include all financial records, statements, balance sheets, profit and loss statements, tax returns, bank records, cash flow analyses, projections, budgets, business plans, investor materials, valuation reports, and any other financial data or documents disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, electronic, or other tangible or intangible form, and regardless of whether it is marked as "Confidential."

2. OBLIGATION OF CONFIDENTIALITY

The Receiving Party agrees to hold all Financial Information in strict confidence and to take all reasonable precautions to protect such information from unauthorized disclosure. The Receiving Party shall not, without the prior written consent of the Disclosing Party:

a. Disclose, publish, or otherwise reveal any Financial Information to any third party.

b. Use the Financial Information for any purpose other than evaluating or executing the prospective business relationship or transaction between the Parties.

c. Copy, reproduce, or permit the copying of any Financial Information except as strictly necessary to fulfill the purpose of this Agreement.

3. PERMITTED DISCLOSURES

The Receiving Party may disclose the Financial Information only to its employees, officers, directors, legal counsel, and financial advisors (collectively, "Representatives") who have a specific need to know such information for the permitted purpose, provided that such Representatives are bound by confidentiality obligations at least as restrictive as those contained in this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

4. EXCLUSIONS

The obligations of confidentiality and non-use under this Agreement shall not apply to any information that:

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

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

c. Is independently developed by the Receiving Party without reference to or reliance upon the Financial Information; or

d. Is rightfully obtained by the Receiving Party from a third party without any restriction on disclosure.

5. COMPELLED DISCLOSURE

If the Receiving Party is legally compelled by court order, subpoena, or government authority to disclose any Financial Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement prior to disclosure, so that the Disclosing Party may seek a protective order or other appropriate remedy.

6. TERM AND TERMINATION

This Agreement and the Receiving Party's duty to protect the Financial Information shall commence on the Effective Date and shall remain in effect for a period of ____________ years, or until such time as the Disclosing Party releases the Receiving Party from this obligation in writing.

7. RETURN OR DESTRUCTION OF MATERIALS

Upon the written request of the Disclosing Party, or upon the termination of this Agreement, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all physical and electronic copies of the Financial Information and provide written certification of such destruction to the Disclosing Party.

8. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone would be inadequate. In the event of a breach or threatened breach, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

9. GOVERNING LAW

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 under this Agreement shall be brought exclusively in the courts located in ________________________.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings. No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Financial Information Non-Disclosure Agreement as of the Effective Date.

DISCLOSING PARTY:	**RECEIVING PARTY:**
Signature:	Signature:
____	____
Name: ________________________	Name: ________________________
Title: ________________________	Title: ________________________
Date: ________________________	Date: ________________________