FINANCIAL DUE DILIGENCE NON-DISCLOSURE AGREEMENT

This Financial Due Diligence Non-Disclosure Agreement (the "Agreement") is entered into as of _____, 20 ____ (the "Effective Date"), by and between:

Disclosing Party: _____, with a principal place of business at _____

and

Receiving Party: _____, with a principal place of business at _____

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

1. PURPOSE

The Parties are exploring a potential transaction involving a merger, acquisition, or purchase of assets or equity (the "Transaction"). In connection with this evaluation, the Disclosing Party may disclose certain proprietary, financial, and operational information to the Receiving Party for the sole purpose of conducting financial due diligence (the "Purpose").

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" refers to any financial data, tax returns, balance sheets, income statements, cash flow projections, customer lists, valuation reports, business plans, agreement terms, or other proprietary information disclosed by the Disclosing Party, whether orally, in writing, or in electronic format, which is marked as confidential or should reasonably be understood to be confidential given the nature of the information and circumstances of disclosure.

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

a. Hold all Confidential Information in strict confidence and take reasonable precautions to prevent unauthorized disclosure;

b. Use the Confidential Information solely for the designated Purpose of evaluating the potential Transaction;

c. Restrict access to Confidential Information only to its employees, advisors, accountants, and legal representatives (collectively, "Representatives") who have a strict need to know and who are bound by confidentiality obligations no less restrictive than those herein.

4. 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;

b. Was already in the Receiving Party's possession prior to disclosure without restriction;

c. Is independently developed by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information;

d. Is rightfully obtained from a third party without breach of any confidentiality obligation.

5. TERM AND TERMINATION

This Agreement and the Receiving Party's obligation to protect Confidential Information shall remain in effect for a period of _____ years from the Effective Date, or until such time as the Parties execute a definitive agreement regarding the Transaction

which supersedes this Agreement. Upon written request, the Receiving Party shall promptly return or destroy all copies of Confidential Information.

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws 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 _____.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DISCLOSING PARTY:

_____

By:

_____

Authorized Signature

Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

_____

By:

_____

Authorized Signature

Name: _____

Title: _____

Date: _____