ACQUISITION FINANCIAL DATA NON-DISCLOSURE AGREEMENT

This Acquisition Financial Data 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."

1. PURPOSE

The Parties are exploring a potential business transaction involving the acquisition of _____ (the "Transaction"). In connection with the Transaction, the Disclosing Party may disclose certain highly confidential, proprietary, and sensitive financial data and operational information to the Receiving Party. The purpose of this Agreement is to ensure the strictly confidential treatment of all such financial and related information.

2. DEFINITION OF CONFIDENTIAL FINANCIAL INFORMATION

"Confidential Financial Information" refers to any proprietary information, data, or documents disclosed by the Disclosing Party to the Receiving Party, whether orally, visually, in writing, or in electronic or other tangible form, relating to the financial condition and operations of the Disclosing Party, including but not limited to:

a. Tax returns, balance sheets, income statements, profit and loss statements, and audited or unaudited financial statements;

b. Financial projections, budgets, forecasts, cash flow analyses, and business plans;

c. Sales records, customer lists, pricing structures, profit margins, cost of goods sold, and vendor financial arrangements;

d. Debt schedules, capitalization tables, equity structures, and valuation reports;

e. Any summaries, analyses, notes, studies, or other documents prepared by the Receiving Party or its Representatives that contain or are derived from the disclosed financial data.

3. EXCLUSIONS FROM CONFIDENTIALITY

Confidential Financial 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 lawful possession of the Receiving Party prior to disclosure by the Disclosing Party;

c. Is rightfully received by the Receiving Party from a third party without any restriction on disclosure; or

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

4. NON-USE AND NON-DISCLOSURE OBLIGATIONS

The Receiving Party agrees to:

a. Use the Confidential Financial Information solely for the purpose of evaluating and executing the potential Transaction and for no other purpose;

b. Hold all Confidential Financial Information in the strictest confidence and take all reasonable precautions to protect it from unauthorized access or disclosure;

c. Restrict access to the Confidential Financial Information only to those of its directors, officers, employees, advisors, accountants, and legal counsel (collectively, "Representatives") who need to know such information for the evaluation of the Transaction, and who are

bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

5. 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 Financial Information, the Receiving Party shall 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.

6. RETURN OR DESTRUCTION OF MATERIALS

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

7. TERM AND TERMINATION

The obligations of confidentiality and non-use under this Agreement shall survive the termination of discussions between the Parties and shall remain in effect for a period of _____ years from the Effective Date, or until such time as the Confidential Financial Information becomes part of the public domain through no fault of the Receiving Party.

8. NO REPRESENTATION OR WARRANT

The Receiving Party understands and acknowledges that the Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Financial Information. Only those representations or warranties made in a definitive, fully executed acquisition agreement shall have any legal effect.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, construed, and enforced 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. MISCELLANEOUS

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. It may not be amended except by a written document signed by authorized representatives of both Parties. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

DISCLOSING PARTY:

_____

(Signature)

Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

_____

(Signature)

Name: _____

Title: _____

Date: _____