CONFIDENTIAL FINANCIAL RECORDS RELEASE AGREEMENT

This Confidential Financial Records Release Agreement (the "Agreement") is entered into and made effective as of ____________________ , by and between:

Disclosing Party: ____

Receiving Party: ____

Hereinafter referred to individually as a "Party" and collectively as the "Parties."

1. DEFINITION OF FINANCIAL RECORDS

For purposes of this Agreement, "Financial Records" shall include all financial information, statements, balance sheets, income statements, cash flow statements, tax returns, banking records, audit reports, budgets, forecasts, and any other proprietary financial data provided by the Disclosing Party to the Receiving Party, whether disclosed orally, in writing, or in electronic format.

2. PURPOSE OF RELEASE

The Disclosing Party agrees to release the Financial Records to the Receiving Party solely for the purpose of: ____ .

3. NON-DISCLOSURE OBLIGATIONS

The Receiving Party agrees to maintain the strict confidentiality of all Financial Records received. The Receiving Party shall:

1. Hold the Financial Records in trust and strict confidence and protect them with the same degree of care as it uses to protect its own confidential information, but in no event less than a reasonable standard of care.
2. Not disclose, copy, reproduce, distribute, or otherwise make available the Financial Records to any third party without the prior written consent of the Disclosing Party.
3. Limit access to the Financial Records to those of its employees, agents, or professional advisors who have a clear "need to know" for the authorized purpose and who are bound by confidentiality obligations no less restrictive than those contained herein.

4. PERMITTED DISCLOSURES

If the Receiving Party is required by law, regulation, or court order to disclose any of the Financial Records, 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.

5. TERM AND TERMINATION

The obligations of non-disclosure under this Agreement shall survive the termination of this Agreement and shall remain in effect for a period of ____________________ from the date of disclosure, or until such time as the Financial Records legally enter the public domain through no fault of the Receiving Party.

6. RETURN OR DESTRUCTION OF RECORDS

Upon the written request of the Disclosing Party, or upon the completion of the purpose described in Section 2, the Receiving Party shall promptly return to the Disclosing Party or destroy all physical and electronic copies of the Financial Records and provide a written certification of such destruction.

7. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of ________________________________ , without regard to its conflict of law principles.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or representations.

Disclosing Party:

____
SIGNATURE

____
PRINT NAME

____
TITLE

____
DATE

Receiving Party:

____
SIGNATURE

____
PRINT NAME

____
TITLE

____
DATE