FINANCIAL RECORD NON-DISCLOSURE AGREEMENT

This Financial Record Non-Disclosure Agreement (the "Agreement") is entered into as of this ____________________ day of ____________________, 20____________________, by and between:

Disclosing Party: ____, with a principal place of business or residence at ____ ("Disclosing Party"), and

Receiving Party: ____, with a principal place of business or residence at ____ ("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 Disclosing Party intends to disclose to the Receiving Party certain confidential, proprietary, and sensitive financial records and books for the sole purpose of ____ (the "Permitted Purpose").

2. DEFINITION OF CONFIDENTIAL FINANCIAL RECORDS

For purposes of this Agreement, "Confidential Financial Records" shall include all financial information, whether written, oral, electronic, or in any other form, disclosed by the Disclosing Party to the Receiving Party, including but not limited to:

a. Balance sheets, income statements, profit and loss statements, and cash flow statements;

b. Tax returns, tax filings, and related government schedules;

c. General ledgers, accounts payable/receivable records, and bank statements;

d. Budgets, financial forecasts, projections, and business plans;

e. Audit reports, valuation reports, and debt/equity financing records; and

f. Any other financial books, records, and analyses derived from the foregoing.

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

a. Hold all Confidential Financial Records in the strictest confidence and take all reasonable precautions to protect such information from unauthorized disclosure;

b. Use the Confidential Financial Records solely and exclusively for the Permitted Purpose defined in Section 1;

c. Restrict access to the Confidential Financial Records to its employees, agents, advisors, or representatives who have a strict "need to know" for the Permitted Purpose and who are bound by confidentiality obligations no less restrictive than those contained herein; and

d. Not copy, reproduce, or duplicate the Confidential Financial Records except as strictly necessary to fulfill the Permitted Purpose.

4. EXCLUSIONS FROM CONFIDENTIALITY

Confidential Financial Records do 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 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 Confidential Financial Records; or

d. Is received from a third party who has the lawful right to disclose such information without restriction.

5. COMPELLED DISCLOSURE

If the Receiving Party is legally compelled by court order, subpoena, or government authority to disclose any Confidential 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.

6. TERM AND RETURN OF RECORDS

The obligations under this Agreement shall remain in effect for a period of ____________________ years from the date of disclosure. Upon written request by the Disclosing Party, or immediately upon termination of the Permitted Purpose, the Receiving Party shall return or destroy all physical and electronic copies of the Confidential Financial Records and provide a written certification of compliance to the Disclosing Party.

7. 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.

8. GOVERNING LAW

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.

9. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the Parties have executed this Financial Record Non-Disclosure Agreement as of the date first written above.

DISCLOSING PARTY:	RECEIVING PARTY:
Signature: ______________________________	Signature: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________