FINANCIAL RECORD NON-DISCLOSURE AGREEMENT

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

Disclosing Party: ____

Receiving Party: ____

The Disclosing Party and the Receiving Party are collectively referred to as the "Parties."

1. DEFINITION OF FINANCIAL RECORDS

For purposes of this Agreement, "Financial Records" shall include all financial information, statements, balance sheets, profit and loss statements, tax returns, projections, bank statements, accounts receivable/payable ledgers, investment portfolios, and any other financial documents or data disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, electronic, or other tangible or intangible form.

2. OBLIGATION OF CONFIDENTIALITY

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

1. Hold the Financial Records in trust and strict confidence and use them solely for the purpose of ____.
2. Limit access to the Financial Records to its employees, agents, or professional advisors who have a legitimate "need to know" and who are bound by confidentiality obligations no less restrictive than those contained herein.
3. Not copy, reproduce, or distribute the Financial Records without the prior written consent of the Disclosing Party.

3. EXCLUSIONS FROM CONFIDENTIALITY

The obligations of confidentiality shall not apply to any information that:

1. Is or becomes publicly known through no breach of this Agreement by the Receiving Party.
2. Was already in the rightful possession of the Receiving Party prior to disclosure.
3. Is independently developed by the Receiving Party without reference to or reliance upon the Financial Records.
4. Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement.

4. TERM AND TERMINATION

This Agreement and the Receiving Party's obligation to protect the Financial Records shall remain in effect until ___________________, or for a period of __________ years from the date of disclosure, whichever is longer.

5. RETURN OR DESTRUCTION OF RECORDS

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 Records and certify such destruction in writing to the Disclosing Party.

6. 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.

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

Disclosing Party:

____

Signature

Name: ________________________________

Title: ________________________________

Date: ________________________________

Receiving Party:

____

Signature

Name: ________________________________

Title: ________________________________

Date: ________________________________