MUTUAL FINANCIAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Financial Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

PARTY A: _____, a corporation organized under the laws of _____, with its principal place of business at _____, and

PARTY B: _____, a corporation organized under the laws of _____, with its principal place of business at _____.

Party A and Party B may collectively be referred to as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, the Parties are exploring a potential transaction involving a strategic partnership, merger, acquisition, or other business combination between them (the "Transaction"); and

WHEREAS, in connection with the evaluation of the Transaction, each Party (as the "Disclosing Party") may disclose to the other Party (as the "Receiving Party") certain proprietary, financial, and business information which is confidential and non-public;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include all financial statements, projections, balance sheets, profit and loss statements, customer lists, valuation reports, tax returns, debt structures, capital structures, and other proprietary or sensitive business or financial information disclosed by the Disclosing Party to the Receiving Party, whether in writing, orally, visually, or in electronic format. Confidential Information also includes the fact that discussions are taking place regarding the Transaction.

2. RESTRICTIONS ON USE AND DISCLOSURE

The Receiving Party agrees to:

a. Keep all Confidential Information strictly confidential and secure using the same degree of care, but no less than reasonable care, as it uses to protect its own confidential information.

b. Use the Confidential Information solely for the purpose of evaluating and executing the potential Transaction, and for no other business or commercial purpose whatsoever.

c. Limit access to the Confidential Information to its directors, officers, employees, advisors, legal counsel, and financial consultants (collectively, "Representatives") who have a definitive "need to know" such information for the evaluation of the Transaction, and who are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

3. EXCLUSIONS FROM CONFIDENTIALITY

Confidential Information does not include information that:

a. Is or becomes publicly available through no breach of this Agreement by the Receiving Party or its Representatives;

b. Was already in the lawful 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 Information; or

d. Is received from a third party who is not bound by a duty of confidentiality to the Disclosing Party.

4. COMPELLED DISCLOSURE

If the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, it shall, to the extent

legally permitted, 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. RETURN OR DESTRUCTION OF INFORMATION

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

6. NO REPRESENTATIONS, WARRANTIES, OR OBLIGATION

Neither Party makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. Neither this Agreement nor the disclosure of information shall be construed as an obligation to enter into any transaction, definitive agreement, or further relationship.

7. TERM

The obligations of confidentiality under this Agreement shall survive and remain in full force and effect for a period of _____ years from the Effective Date, or until such time as a definitive agreement regarding the Transaction is executed containing superseding confidentiality terms.

8. REMEDIES

The Parties acknowledge that any breach of this Agreement may cause irreparable harm 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.

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 or modified except in writing signed by authorized representatives of both Parties. No waiver of any provision shall constitute a waiver of any other provision.

IN WITNESS WHEREOF, the Parties hereto have executed this Mutual Financial Confidentiality and Non-Disclosure Agreement as of the Effective Date.

PARTY A:

_____ (Company Name)

By:

_____

Name: _____

Title: _____

Date: _____

PARTY B:

_____ (Company Name)

By:

_____

Name: _____

Title: _____

Date: _____