PROPRIETARY FINANCIAL INFORMATION CONFIDENTIALITY AGREEMENT

This Proprietary Financial Information Confidentiality Agreement (the "Agreement") is entered into and made effective as of ____________________, 20____________________ (the "Effective Date"), by and between:

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

Receiving Party: ____, with a principal place of business or residence at ____.

The Disclosing Party and the Receiving Party may collectively be referred to as the "Parties" or individually as a "Party."

1. DEFINITION OF PROPRIETARY FINANCIAL INFORMATION

For purposes of this Agreement, "Proprietary Financial Information" shall include all non-public, sensitive, or confidential financial data, records, and information disclosed by the Disclosing Party to the Receiving Party, whether disclosed orally, in writing, or in electronic or other form. This information includes, but is not limited to, financial statements, balance sheets, profit and loss statements, tax returns, revenue projections, budgets, business plans, pricing structures, investor lists, capital tables, salary structures, and any other analytical data or evaluations derived therefrom.

2. OBLIGATION OF CONFIDENTIALITY

The Receiving Party agrees to hold all Proprietary Financial Information in strict confidence and to take all reasonable precautions to protect such information from unauthorized disclosure or access. The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose, publish, or otherwise disseminate any Proprietary Financial Information to any third party.

3. PERMITTED DISCLOSURES

The Receiving Party may disclose the Proprietary Financial Information only to its employees, officers, directors, or professional financial advisors (collectively, "Representatives") who have a legitimate "need to know" such information for the purpose of evaluating or executing a potential business relationship between the Parties. Prior to making any such disclosure, the Receiving Party shall ensure that its Representatives are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

4. EXCLUSIONS FROM CONFIDENTIALITY

The obligations of confidentiality set forth in this Agreement shall not apply to any information that:

a. is or becomes publicly known through no breach of this Agreement by the Receiving Party;

b. is already in the possession of the Receiving Party prior to disclosure by the Disclosing Party, without obligation of confidentiality;

c. is independently developed by the Receiving Party without reference to or reliance upon the Proprietary Financial Information; or

d. is rightfully obtained by the Receiving Party from a third party who is not under an obligation of confidentiality regarding such information.

5. LEGAL COMPELLED DISCLOSURE

If the Receiving Party is legally compelled by court order, subpoena, or governmental authority to disclose any Proprietary 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. TERM AND RETURN OF INFORMATION

The obligations of this Agreement shall remain in effect for a period of ____________________ years from the Effective Date, or until such time as the Disclosing Party releases the Receiving Party from such obligation in writing. Upon the written request of the Disclosing Party, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all physical and electronic copies of the Proprietary Financial Information and certify such destruction in writing.

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. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies in the event of any breach or threatened breach, in addition to any other remedies available at law.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of ____________________________________, without regard to its conflict of laws principles. Any legal action arising under this Agreement shall be brought exclusively in the courts located in ____________________________________.

9. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the Parties hereto have executed this Proprietary Financial Information Confidentiality Agreement as of the Effective Date written above.

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