FINANCIAL PRIVACY AND NON-DISCLOSURE AGREEMENT

This Financial Privacy and Non-Disclosure Agreement (the "Agreement") is entered into as of this______ day of ______________, 20____ (the "Effective Date"), by and between:

Disclosing Party:
Name: ____
Address: ____
____

Receiving Party:
Name: ____
Address: ____
____

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

1. PURPOSE

The Parties wish to explore a potential business relationship or transaction. In connection with this opportunity, the Disclosing Party may disclose proprietary, highly sensitive financial information to the Receiving Party. This Agreement is executed to ensure the strict confidentiality and privacy of all such financial disclosures.

2. DEFINITION OF PROPRIETARY FINANCIAL INFORMATION

For the purposes of this Agreement, "Proprietary Financial Information" shall include, but is not limited to, any financial statements, balance sheets, profit and loss statements, cash flow analyses, budgets, projections, tax returns, audits, investor records, bank accounts, transaction histories, pricing models, valuation reports, and any other financial data, whether communicated in written, oral, electronic, or visual form, which is designated as confidential or which by its nature should reasonably be understood to be private and proprietary.

3. OBLIGATIONS OF CONFIDENTIALITY

The Receiving Party agrees to:

a. Hold all Proprietary Financial Information in the strictest confidence and take all reasonable precautions to prevent unauthorized access or disclosure.

b. Use the Proprietary Financial Information solely for the purpose of evaluating and executing the potential business relationship or transaction between the Parties, and for no other purpose whatsoever.

c. Restrict access to the Proprietary Financial Information to those of its employees, directors, advisors, or representatives who have a strict "need to know" and who are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

d. Not copy, reproduce, or reverse-engineer any Proprietary Financial Information without the prior written consent of the Disclosing Party.

4. PERMITTED DISCLOSURES

The obligations of confidentiality shall not apply to any 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 Proprietary Financial Information.

d. 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 prior to disclosure, to allow the Disclosing Party to seek a protective order.

5. TERM AND TERMINATION

This Agreement and the Receiving Party's obligation to protect the Proprietary Financial Information shall commence on the Effective Date and shall remain in effect for a period of______ years from the date of disclosure, or until such time as the Disclosing Party releases the Receiving Party from this obligation in writing.

6. RETURN OR DESTRUCTION OF MATERIALS

Upon the written request of the Disclosing Party, or upon the termination of discussions between the Parties, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all physical and electronic copies of the Proprietary Financial Information, and certify such destruction in writing 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 addition to any other remedies available under law, the Disclosing Party shall be entitled to seek injunctive relief to prevent or stop any breach or threatened breach of this Agreement.

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 law principles. Any legal actions arising out of 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 to this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties.

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

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