FINANCIAL RECORD NON-DISCLOSURE AGREEMENT

This Financial Record Non-Disclosure Agreement (the "Agreement") is entered into as of this______ day of ____________, 20____ (the "Effective Date"), 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. DEFINITION OF CONFIDENTIAL FINANCIAL INFORMATION

For purposes of this Agreement, "Confidential Financial Information" shall include all financial statements, balance sheets, income statements, cash flow statements, tax returns, profit and loss reports, projections, budgets, bank account details, investor lists, ledger entries, and any other financial records or data disclosed by the Disclosing Party to the Receiving Party, whether disclosed in writing, orally, or in electronic format.

2. PURPOSE

The Receiving Party agrees to receive and use the Confidential Financial Information solely for the purpose of evaluating and executing the potential business relationship or transaction concerning ____.

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to maintain the strict confidentiality of the Confidential Financial Information and shall not disclose, publish, or disseminate it to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall restrict access to such information to those of its employees, advisors, or representatives who have a clear "need to know" for the authorized purpose and who are bound by confidentiality obligations no less restrictive than those contained herein.

4. EXCLUSIONS FROM CONFIDENTIALITY

Confidential Financial Information does 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 lawful possession of the Receiving Party prior to disclosure; (c) is received from a third party without breach of any nondisclosure obligation; or (d) is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's information.

5. TERM AND TERMINATION

This Agreement and the Receiving Party's obligation to protect Confidential Financial Information 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 this obligation in writing.

6. RETURN OR DESTRUCTION OF MATERIALS

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 Confidential Financial Information and certify such destruction in writing to the Disclosing Party.

7. 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.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or representations. This Agreement may only be amended in writing signed by both Parties.

DISCLOSING PARTY:

____

Signature

Name: __________________

Title: __________________

Date: __________________

RECEIVING PARTY:

____

Signature

Name: __________________

Title: __________________

Date: __________________