CONFIDENTIALITY AGREEMENT FOR FINANCIAL DOCUMENTS

This Confidentiality Agreement (the "Agreement") is entered into and made effective as of __________________ (the "Effective Date"), by and between:

Disclosing Party: ____, with a principal address at ____

and

Receiving Party: ____, with a principal address at ____

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

1. PURPOSE

The Disclosing Party intends to disclose certain proprietary financial records and documents to the Receiving Party solely for the purpose of ____ (the "Authorized Purpose").

2. DEFINITION OF FINANCIAL DOCUMENTS

For purposes of this Agreement, "Financial Documents" shall include, but are not limited to, all financial statements, balance sheets, income statements, profit and loss statements, tax returns, audits, cash flow analyses, projections, budgets, ledger records, bank statements, and any other financial information, whether oral, written, electronic, or in any other tangible or intangible form, disclosed by the Disclosing Party to the Receiving Party.

3. CONFIDENTIALITY OBLIGATIONS

The Receiving Party agrees to:

1. Hold all Financial Documents in the strictest confidence and take all reasonable precautions to prevent unauthorized disclosure, copying, or use.
2. Use the Financial Documents solely for the Authorized Purpose specified in this Agreement and for no other purpose whatsoever.
3. Restrict access to the Financial Documents to its employees, advisors, or representatives who have a legitimate "need to know" for the Authorized Purpose, provided such individuals are bound by confidentiality obligations no less restrictive than those contained herein.
4. Promptly notify the Disclosing Party in writing of any unauthorized use or disclosure of the Financial Documents of which the Receiving Party becomes aware.

4. EXCLUSIONS

The obligations of confidentiality under this Agreement 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 by the Disclosing Party, without obligation of confidentiality;
3. Is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Financial

Documents; or

4. Is required to be disclosed by law, regulation, or court order, provided the Receiving Party gives the Disclosing Party prompt prior written notice to allow the Disclosing Party to seek a protective order.

5. TERM AND RETURN OF DOCUMENTS

The obligations under this Agreement shall survive and continue for a period of ____________________ years from the Effective Date. Upon the written request of the Disclosing Party, or upon the completion of the Authorized Purpose, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all physical and electronic copies of the Financial Documents and certify such destruction in writing to the Disclosing Party.

6. GOVERNING LAW AND REMEDIES

This Agreement shall be governed by, and construed in accordance with, the laws of ________________________________, without regard to its conflict of law principles. The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate, and agrees that the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

7. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the Parties have executed this Confidentiality Agreement as of the Effective Date.

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