FINANCIAL NON-DISCLOSURE AGREEMENT

(Mergers and Acquisitions Evaluation)

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

Disclosing Party: _____

Receiving Party: _____

Collectively referred to herein as the "Parties" or individually as a "Party."

1. PURPOSE

The Parties are exploring a potential business combination, merger, acquisition, or other strategic transaction involving the Parties (the "Transaction"). In connection with the evaluation of the Transaction, the Disclosing Party may disclose certain proprietary, financial, and highly confidential information to the Receiving Party. This Agreement is established to protect the confidentiality of such disclosed information.

2. DEFINITION OF 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, capitalization tables, debt structures, transaction terms, and any other financial or operational data disclosed by the Disclosing Party to the Receiving Party, whether disclosed orally, in writing, or in electronic format, and marked or otherwise designated as confidential, or which by its nature should reasonably be understood to be confidential.

3. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

a. Hold all Confidential Information in the strictest confidence and take all reasonable precautions to prevent unauthorized disclosure;

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

c. Restrict access to the Confidential Information to its directors, officers, financial advisors, legal counsel, and accountants (collectively, "Representatives") who have a bona fide need to know such information for the evaluation of the Transaction, provided such Representatives are bound by confidentiality obligations no less restrictive than those contained herein.

4. PERMITTED AND REQUIRED DISCLOSURES

The Receiving Party may disclose Confidential Information to the extent required by a valid order of a court of competent jurisdiction or other governmental authority, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to disclosure, so that the Disclosing Party may seek a protective order or other appropriate remedy.

5. TERM AND TERMINATION

The obligations of confidentiality under this Agreement shall survive the termination of discussions regarding the Transaction and shall remain in full force and effect for a period of _____ years from the Effective Date, or until such time as the Confidential Information enters the public domain through no fault of the Receiving Party.

6. RETURN OR DESTRUCTION OF MATERIALS

Upon the written request of the Disclosing Party, or immediately upon the termination of discussions regarding the Transaction, the Receiving Party shall promptly return to the Disclosing Party or destroy all copies, summaries, extracts, or other reproductions of the Confidential Information in its possession, custody, or control, and provide written certification of such destruction to the Disclosing Party.

7. NO REPRESENTATION OR WARRANTY

The Receiving Party acknowledges and agrees that the Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information by the Receiving Party.

8. 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 out of or relating to this Agreement shall be brought exclusively in the courts located in _____.

9. MISCELLANEOUS

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof. No amendment, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties.

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

DISCLOSING PARTY:	**RECEIVING PARTY:**
_____	_____
COMPANY NAME	COMPANY NAME
_____	_____
BY (SIGNATURE)	BY (SIGNATURE)
_____	_____
NAME (PRINTED)	NAME (PRINTED)
_____	_____
TITLE	TITLE