FINANCIAL NON-DISCLOSURE AGREEMENT

This Financial Non-Disclosure Agreement (the "Agreement") is entered into as of _____, 20_____ (the "Effective Date"), by and between:

Disclosing Party: _____, with a principal place of business at _____ ("Disclosing Party"), and

Receiving Party: _____, with a principal place of business at _____ ("Receiving Party").

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

RECITALS

WHEREAS, the Parties are exploring a potential business transaction involving a merger, acquisition, or joint venture (the "Proposed Transaction"); and

WHEREAS, in connection with the evaluation of the Proposed Transaction, the Disclosing Party may disclose certain proprietary, highly sensitive, and non-public financial information to the Receiving Party; and

WHEREAS, to protect the confidentiality of such proprietary information, the Parties agree to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Definition of Confidential Information.** "Confidential Information" refers to any financial, operational, or business information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or in electronic format. This includes, but is not limited to, financial statements, balance sheets, income statements, tax returns, profit margins, projections, valuations, capitalization tables, debt agreements, customer lists, payroll details, and any analyses or reports prepared by the Receiving Party containing or derived from such information.
2. **Permitted Use.** The Receiving Party shall use the Confidential Information solely for the purpose of evaluating and executing the Proposed Transaction. The Receiving Party shall not use the Confidential Information for any competitive, commercial, or other business purposes.
3. **Standard of Care.** The Receiving Party shall maintain the Confidential Information in strict confidence and shall use at least the same degree of care to protect its confidentiality as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.
4. **Authorized Disclosures.** The Receiving Party may disclose the Confidential Information only to its officers, directors, employees, legal counsel, accountants, and financial advisors (collectively, "Representatives") who need to know such information for the evaluation of the Proposed Transaction. The Receiving Party shall ensure that all Representatives are bound by confidentiality obligations at least as restrictive as those contained in this Agreement and shall remain liable for any breach of this Agreement by its Representatives.
5. **Compelled Disclosure.** If the Receiving Party is legally compelled by law, court order, or regulatory authority to disclose any Confidential Information, it shall provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy.
6. **Term and Termination.** The obligations under this Agreement shall survive for a period of _____ years from the Effective Date, or until the execution of a definitive agreement regarding the Proposed Transaction, whichever occurs first.
7. **Return or Destruction of Information.** Upon the written request of the Disclosing Party, or upon the termination of discussions regarding the Proposed Transaction, the Receiving Party shall promptly return or, at the Receiving Party's option, destroy all copies of the Confidential Information, and certify such destruction in writing to the Disclosing Party.
8. **No Representations or Warranties.** The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. Only those representations or warranties made in a final, definitive

agreement regarding the Proposed Transaction shall have any legal effect.

9. **Remedies.** The Parties acknowledge that a breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate. In the event of a breach or threatened breach, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or equity.
10. **Governing Law.** 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.
11. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings. No amendment to this Agreement shall be valid unless in writing and signed by both Parties.

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

DISCLOSING PARTY:

Company Name: _____

_____

By (Signature)
Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

Company Name: _____

_____

By (Signature)
Name: _____

Title: _____

Date: _____