FINANCIAL CONFIDENTIALITY AND NON-DISCLOSURE CONTRACT

This Financial Confidentiality and Non-Disclosure Contract (the "Agreement") is entered into and made effective as of ____________________ day of ____________________, 20__________ (the "Effective Date"), by and between:

Disclosing Party: ____, located at ____ ("Disclosing Party"), and

Receiving Party: ____, located at ____ ("Receiving Party").

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 possesses certain proprietary and highly confidential financial records, statements, accounts, plans, projections, and related documentation. The Receiving Party wishes to review, analyze, or access these materials solely for the purpose of ____ (the "Permitted Purpose").

2. DEFINITION OF CONFIDENTIAL FINANCIAL RECORDS

For the purposes of this Agreement, "Confidential Financial Records" shall include, but are not limited to, all financial statements, balance sheets, profit and loss statements, tax returns, bank records, investment portfolios, budget forecasts, cash flow analyses, investor information, debt obligations, salary information, and any other financial information disclosed by the Disclosing Party, whether oral, written, electronic, or in any other tangible or intangible form, marked 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 Financial Records in the strictest confidence and take all reasonable precautions to prevent unauthorized disclosure, copy, or use.

b. Use the Confidential Financial Records solely for the Permitted Purpose defined herein and for no other purpose, commercial or otherwise, without the prior written consent of the Disclosing Party.

c. Restrict access to the Confidential Financial Records to those of its employees, advisors, or representatives who have a strict "need-to-know" for the Permitted Purpose, and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

d. Not copy, reproduce, or duplicate the Confidential Financial Records except as strictly necessary to fulfill the Permitted Purpose.

4. EXCLUSIONS FROM CONFIDENTIALITY

Confidential Financial Records do 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 by the Disclosing Party;

c. Is rightfully received from a third party without restriction and without breach of any confidentiality obligation; or

d. Is independently developed by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Financial Records.

5. COMPELLED DISCLOSURE

If the Receiving Party is legally compelled by law, court order, or governmental regulation to disclose any Confidential Financial Records, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

6. TERM AND TERMINATION

This Agreement and the Receiving Party's duty to maintain the confidentiality of the Confidential Financial Records shall commence on the Effective Date and shall remain in effect for a period of ____________________ years, or until such time as the Disclosing Party releases the Receiving Party from this obligation in writing. Upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all copies of the Confidential Financial Records in its possession.

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 at law, the Disclosing Party shall be entitled to seek injunctive relief to prevent or restrain any breach or threatened breach of this Agreement.

8. 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.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings. This Agreement may only be amended or modified by a written instrument signed by authorized representatives of both Parties.

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

DISCLOSING PARTY:	**RECEIVING PARTY:**
______________________________	______________________________
(Signature)	(Signature)
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________