PROPRIETARY FINANCIAL DATA NON-DISCLOSURE AGREEMENT

This Proprietary Financial Data 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 _____ ("Discloser"), and

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

Discloser and Recipient may collectively be referred to as the "Parties," or individually as a "Party."

1. PURPOSE

The Parties are exploring a potential business transaction involving a merger, acquisition, joint venture, or strategic investment between the Parties (the "Transaction"). In connection with the evaluation of the Transaction, Discloser may disclose to Recipient certain highly sensitive, proprietary, and non-public financial, operational, and valuation data.

2. DEFINITION OF PROPRIETARY FINANCIAL DATA

For purposes of this Agreement, "Proprietary Financial Data" shall mean all financial, technical, operational, marketing, or other information, whether written, oral, electronic, or in any other form, disclosed by or on behalf of Discloser to Recipient. This includes, without limitation:

a. Historical and projected financial statements, balance sheets, income statements, and cash flow statements;

b. Tax returns, audit reports, and financial ledger details;

c. Customer lists, sales records, pricing structures, and profit margin analysis;

d. Business plans, forecasts, budgets, and valuation models; and

e. The fact that the Parties are discussing the Transaction or that Proprietary Financial Data has been made available.

3. NON-DISCLOSURE AND LIMITED USE

Recipient agrees to hold all Proprietary Financial Data in strict confidence and shall not, without the prior written consent of Discloser, disclose or permit access to such data to any third party. Recipient shall use the Proprietary Financial Data solely for the purpose of evaluating and executing the Transaction. Recipient may disclose the Proprietary Financial Data only to its directors, officers, employees, legal counsel, and financial advisors (collectively, "Representatives") who have a strict need to know such information for the Transaction and who are bound by confidentiality obligations no less restrictive than those in this Agreement.

4. EXCLUSIONS FROM CONFIDENTIALITY

Proprietary Financial Data does not include information that:

a. Is or becomes publicly known through no breach of this Agreement by Recipient or its Representatives;

b. Was already in Recipient's lawful possession prior to disclosure by Discloser;

c. Is received from a third party who has a lawful right to disclose such information without restriction; or

d. Is independently developed by Recipient without reference to or reliance upon the Proprietary Financial Data.

5. COMPELLED DISCLOSURE

If Recipient or any of its Representatives is legally required by law, regulation, or court order to disclose any Proprietary Financial Data, Recipient shall, to the extent legally permitted, provide Discloser with prompt written notice so that Discloser may seek a protective order or other appropriate remedy.

6. RETURN OR DESTRUCTION OF DATA

Upon Discloser's written request, or immediately upon termination of discussions regarding the Transaction, Recipient shall promptly return to Discloser or, at Recipient's option, destroy all copies of the Proprietary Financial Data in its possession or control. Recipient shall certify such destruction in writing to Discloser within _____ days of the request.

7. TERM

The obligations of confidentiality and non-use under this Agreement shall survive the disclosure of the Proprietary Financial Data and shall remain in effect for a period of _____ years from the Effective Date, or until such time as the Transaction is finalized, whichever occurs first.

8. NO REPRESENTATIONS OR WARRANTIES

Recipient acknowledges that Discloser makes no representation or warranty, express or implied, as to the accuracy or completeness of the Proprietary Financial Data. Discloser shall have no liability resulting from the use of the Proprietary Financial Data by Recipient.

9. GOVERNING LAW AND REMEDIES

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. Recipient acknowledges that a breach of this Agreement may cause irreparable harm for which monetary damages would be inadequate, and Discloser shall be entitled to seek injunctive relief in addition to any other available remedies.

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

DISCLOSING PARTY:

_____

By (Signature): _____

Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

_____

By (Signature): _____

Name: _____

Title: _____

Date: _____