

Non-Disclosure Agreement

(Mergers & Acquisitions)

This Non-Disclosure Agreement ("Agreement") is entered into as of [Date] by and between:

Disclosing Party: [Company Name], located at [Company Address]

Receiving Party: [Company Name], located at [Company Address]

1. Purpose

The Receiving Party agrees to receive confidential information from the Disclosing Party for the exclusive purpose of evaluating a potential merger or acquisition transaction ("Transaction") between the parties.

2. Definition of Confidential Information

"Confidential Information" shall include all written, electronic, or oral information, including but not limited to business plans, financial data, strategies, customer information, and trade secrets, disclosed by the Disclosing Party to the Receiving Party in connection with the Transaction.

3. Obligations

The Receiving Party shall:

- (a) Maintain the confidentiality of the Confidential Information;
- (b) Not disclose Confidential Information to any third party without prior written consent;
- (c) Use the Confidential Information solely for evaluating the Transaction;
- (d) Restrict disclosure to its employees, agents, or advisors who need to know for the purpose stated herein, provided they are bound by similar confidentiality obligations.

4. Exclusions

Confidential Information does not include information that:

- (a) Is or becomes publicly available without breach of this Agreement;
- (b) Is rightfully received from a third party without restriction;
- (c) Is independently developed by the Receiving Party;
- (d) Is disclosed with the prior written approval of the Disclosing Party.

5. Term

This Agreement and the obligations herein shall remain in effect for a period of [two (2)] years from the date of execution, unless otherwise agreed in writing.

6. Return or Destruction

Upon termination of discussions relating to the Transaction, the Receiving Party shall promptly return or destroy all Confidential Information and certify such destruction, if requested.

7. No License

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to the Receiving Party in any Confidential Information disclosed.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country].

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior agreements or understandings.

[Disclosing Party]

Authorized Signature

Date: _____

[Receiving Party]

Authorized Signature

Date: _____