

# Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into as of [Date], by and between:

- **[Company A Name]**, a [State/Country] corporation, with its principal place of business at [address] ("Party A"), and
- **[Company B Name]**, a [State/Country] corporation, with its principal place of business at [address] ("Party B").

Party A and Party B may each be referred to herein as a "Party" and collectively as the "Parties."

## 1. PURPOSE

The Parties wish to explore a potential business relationship in connection with a possible merger (the "Transaction"). In connection with this, each Party may disclose to the other certain confidential or proprietary information.

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means all non-public, proprietary or confidential information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether disclosed orally, in writing, or by inspection, and whether or not marked or identified as confidential.

## 3. EXCLUSIONS

Confidential Information does not include information that:

1. Is or becomes publicly available without breach of this Agreement;
2. Is known to the Receiving Party prior to disclosure by the Disclosing Party;
3. Is received from a third party without obligation of confidentiality;
4. Is independently developed by the Receiving Party without use of the Confidential Information;
5. Is disclosed with the Disclosing Party's prior written approval.

## 4. OBLIGATIONS

The Receiving Party shall:

- Maintain the confidentiality of the Confidential Information and not disclose it to third parties;
- Use the Confidential Information solely for the purpose of evaluating the Transaction;
- Restrict disclosure to those employees, officers, or advisors who need to know such information for the stated purpose and who are bound by confidentiality obligations at least as restrictive as those in this Agreement.

## 5. TERM

This Agreement shall commence on the Effective Date and continue for [two (2)] years thereafter, unless earlier terminated by written agreement. The obligations of confidentiality shall survive the termination of this Agreement for [two (2)] years.

## 6. RETURN OF MATERIALS

Upon termination of this Agreement or upon request, the Receiving Party will promptly return or destroy all Confidential Information in its possession.

## 7. NO OBLIGATION

Nothing in this Agreement obligates either Party to consummate the Transaction or any other business relationship.

## 8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [Governing Law State/Country], without regard to its conflict of law principles.

### IN WITNESS WHEREOF

The Parties hereto have executed this Agreement as of the Effective Date.

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[Company A Name]

By: \_\_\_\_\_

Name:

Title:

Date:

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[Company B Name]

By: \_\_\_\_\_

Name:

Title:

Date: