

Non-Disclosure Agreement

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

Disclosing Party: [Company Name], with a principal place of business at [Address];

Receiving Party: [Company Name], with a principal place of business at [Address].

1. Purpose

The parties wish to explore a potential business transaction involving a merger and/or acquisition (the "Transaction") and, in connection with this, the Disclosing Party may disclose certain confidential and proprietary information to the Receiving Party.

2. Definition of Confidential Information

"Confidential Information" means all written, electronic, or oral information disclosed by the Disclosing Party to the Receiving Party related to the Transaction, including but not limited to business plans, financial data, customer lists, product designs, trade secrets, and any other non-public information.

3. Obligations of Receiving Party

1. The Receiving Party shall maintain the confidentiality of the Confidential Information and shall not disclose it to any third party, except as permitted by this Agreement or with prior written consent of the Disclosing Party.
2. The Receiving Party shall use the Confidential Information solely for the purpose of evaluating the Transaction.
3. The Receiving Party shall take reasonable measures to protect the confidentiality of the Confidential Information at least as carefully as its own confidential information.

4. Exclusions

Confidential Information does not include information that:

- was publicly known at the time of disclosure or becomes publicly known through no breach of this Agreement;
- is received from a third party not in breach of any obligation of confidentiality;
- is independently developed by the Receiving Party without reference to the Confidential Information;
- is disclosed under the order of a court or governmental agency.

5. Return or Destruction

Upon termination of discussions regarding the Transaction, the Receiving Party shall promptly return or destroy all Confidential Information and all copies thereof, upon written request by the Disclosing Party.

6. No License

Nothing in this Agreement grants any rights to the Receiving Party, by license or otherwise, under any patent, trademark, copyright, or other intellectual property right of the Disclosing Party.

7. Term

This Agreement shall remain in effect for a period of [two (2)] years from the date first written above.

8. Governing Law

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

9. General Provisions

This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions or agreements. Any amendments must be made in writing and signed by both parties.

Disclosing Party

[Company Name]

Receiving Party

[Company Name]

Date: _____