

Basic Confidentiality Agreement (M&A Sample)

This Confidentiality Agreement ("Agreement") is made on _____ between:

Disclosing Party: _____

Receiving Party: _____

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall mean all non-public, confidential or proprietary information, whether written, oral or otherwise, disclosed by the Disclosing Party to the Receiving Party in connection with a possible business transaction between the parties.

2. Obligations

1. The Receiving Party agrees to use the Confidential Information solely for the purpose of evaluating a potential merger or acquisition with the Disclosing Party.
2. The Receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, except to its employees or representatives who need to know such information for the permitted purpose and are bound by confidentiality obligations.
3. The Receiving Party will protect Confidential Information with at least the same degree of care as it uses to protect its own confidential information.

3. Exclusions

The obligations above do not apply to information which:

- (a) is or becomes public other than by breach of this Agreement;
- (b) was lawfully known to the Receiving Party before disclosure;
- (c) is received lawfully from a third party without breach of confidentiality;
- (d) is independently developed by the Receiving Party without reference to the Confidential Information.

4. Term

This Agreement is effective as of the date first written and will remain in effect for a period of _____ years from the date of last disclosure of Confidential Information.

5. Return or Destruction

Upon request, the Receiving Party will promptly return or destroy all Confidential Information and certify in writing its destruction.

6. No License

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

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of _____.

IN WITNESS WHEREOF

The parties have executed this Agreement as of the Effective Date.

Disclosing Party:

Name: _____

Title: _____

Receiving Party:

Name: _____

Title: _____