

# Corporate Merger Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

- **Disclosing Party:** \_\_\_\_\_
- **Receiving Party:** \_\_\_\_\_

## 1. Purpose

The parties wish to explore a possible business combination or corporate merger (the "Transaction") and, in connection therewith, will disclose to each other certain confidential and proprietary information.

## 2. Definition of Confidential Information

"Confidential Information" means all written, electronic, or oral information, including but not limited to business plans, strategies, financial data, technical data, and other materials disclosed by either party in relation to the Transaction.

## 3. Obligations of Confidentiality

1. The Receiving Party shall use the Confidential Information solely for evaluating the Transaction.
2. The Receiving Party will not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.
3. The Receiving Party shall take all reasonable steps to protect the Confidential Information from unauthorized disclosure.

## 4. Exceptions

Confidential Information does not include information that:

- Is or becomes publicly available without breach of this Agreement;
- Is lawfully obtained from a third party without obligation of confidentiality;
- Is independently developed by the Receiving Party;
- Is required to be disclosed by law or regulation, provided that notice is given to the Disclosing Party.

## 5. Term

This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the date of execution.

## 6. Return of Materials

Upon the Disclosing Party's request, all Confidential Information, including copies, shall be returned or destroyed by the Receiving Party.

## 7. Miscellaneous

1. This Agreement does not obligate either party to proceed with the Transaction.
2. This Agreement constitutes the entire understanding between the parties regarding Confidential Information in connection with the Transaction.
3. This Agreement shall be governed by the laws of the State of \_\_\_\_\_.

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Name & Title

Disclosing Party

Date: \_\_\_\_\_

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Name & Title

Receiving Party

Date: \_\_\_\_\_