

Mutual Confidentiality Agreement for Merger Negotiations

This Mutual Confidentiality Agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between:

Party A: _____

Address: _____

Party B: _____

Address: _____

(Each a "Party" and collectively, the "Parties")

1. Purpose

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

2. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary, or confidential information disclosed by one Party ("Discloser") to the other ("Recipient"), whether in written, oral, electronic, or other form, relating to the Discloser's business, finances, operations, customers, or other affairs.

3. Obligations of Confidentiality

The Recipient agrees to keep all Confidential Information strictly confidential, to use it solely for the purpose of evaluating the Transaction, and not to disclose it to any third party except to its representatives who have a need to know and are bound by similar confidentiality obligations.

4. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Recipient; (b) is already known to the Recipient before disclosure; (c) is received from a third party lawfully; or (d) is independently developed by the Recipient without reference to the Discloser's Confidential Information.

5. Required Disclosure

If the Recipient is required by law or regulation to disclose any Confidential Information, it shall provide prompt notice to the Discloser (to the extent legally permitted) to allow the Discloser to seek a protective order or other remedy.

6. Term

This Agreement shall commence on the Effective Date and continue for two (2) years, or until the Parties enter into a definitive agreement regarding the Transaction, whichever occurs first. The obligations of confidentiality shall survive for three (3) years after termination.

7. No Obligation

Nothing in this Agreement obligates either Party to proceed with any Transaction or to disclose any information.

8. Return or Destruction

Upon request, the Recipient will promptly return or destroy all Confidential Information and any copies thereof.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

10. Miscellaneous

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior agreements. Any amendment must be in writing and signed by both Parties.

Authorized Signature (Party A)

Date: _____

Authorized Signature (Party B)

Date: _____