

Preliminary Confidentiality Form for Merger Discussions

This Preliminary Confidentiality Form ("Agreement") is entered into, effective as of the date set forth below, by and between:

Disclosing Party: _____

Receiving Party: _____

1. Purpose

The parties wish to have preliminary discussions regarding a possible merger (the "Transaction"). In connection with these discussions, each party may disclose certain confidential and proprietary information to the other.

2. Definition of Confidential Information

"Confidential Information" includes all information, whether oral, written, or in other form, that is disclosed or made available in relation to the Transaction, except information that is publicly available or already in the possession of the receiving party.

3. Obligations

Each party agrees to keep strictly confidential all Confidential Information received and not to disclose or use such information for any purpose other than evaluating the Transaction.

4. Exclusions

The obligations of confidentiality do not apply to information that becomes public through no fault of the receiving party, or is lawfully obtained from another source.

5. Return or Destruction

Upon request, the receiving party will promptly return or destroy all copies of Confidential Information.

6. No Obligation

This Agreement does not obligate either party to proceed with any transaction or business relationship.

7. Term

The obligations under this Agreement shall remain in effect for two (2) years from the date of disclosure.

8. Governing Law

This Agreement shall be governed by the laws of _____.

Receiving Party - Signature & Date