

Short-Form M&A Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into as of _____, 20___, by and between:

Disclosing Party: _____

Receiving Party: _____

1. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information ("Confidential Information") to the Receiving Party for the purpose of evaluating a potential transaction involving the sale or purchase of assets or equity interests (the "Transaction").

2. Confidentiality Obligations

1. The Receiving Party agrees to use the Confidential Information solely for the purpose stated above.
2. The Receiving Party will not disclose the Confidential Information to any third party except to its representatives who need to know such information for the evaluation of the Transaction and who are bound by similar confidentiality obligations.
3. The Receiving Party will take reasonable steps to protect the confidentiality of the disclosed information.

3. Exclusions

Confidential Information does not include information that:

- (a) is or becomes publicly available without breach of this Agreement;
- (b) is lawfully received by the Receiving Party from a third party without confidentiality restriction; or
- (c) is independently developed by the Receiving Party without use of the Confidential Information.

4. Term

This Agreement shall remain in effect for two (2) years from the date first above written.

5. Return or Destruction

Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all Confidential Information and certify its destruction, except for one copy kept for legal or compliance purposes.

6. Governing Law

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

Disclosing Party:

Name: _____

Title: _____

Signature: _____

Date: _____

Receiving Party:

Name: _____

Title: _____

Signature: _____

Date: _____

