

Confidentiality Agreement (NDA) for Mergers

This Confidentiality Agreement ("Agreement") is entered into as of [Date], by and between [Disclosing Party Name], having its principal place of business at [Address] ("Disclosing Party"), and [Receiving Party Name], having its principal place of business at [Address] ("Receiving Party").

1. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" means any non-public, proprietary, or confidential information, data, or materials disclosed, whether oral, written, or in electronic form, by the Disclosing Party to the Receiving Party, relating to the potential merger or acquisition discussions between the Parties.

2. Obligations of Confidentiality

- The Receiving Party agrees to use the Confidential Information solely for the purpose of evaluating the potential merger or acquisition.
- 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, advisors, or representatives who need to know such information for the stated purpose and who are bound by confidentiality obligations.
- The Receiving Party shall protect the confidentiality of the Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but not less than reasonable care.

3. Exclusions

The obligations herein shall not apply to any information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Was already in the possession of the Receiving Party before disclosure by the Disclosing Party;
- Is rightfully received from a third party without restriction;
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
- Is required to be disclosed by law or court order, provided prompt written notice is given to the Disclosing Party.

4. Return or Destruction of Information

Upon request by the Disclosing Party or upon termination of discussions, the Receiving Party shall promptly return or destroy all Confidential Information, including all copies, and certify in writing such return or destruction.

5. No License or Obligation

Nothing in this Agreement shall be construed as granting any license or rights in or to the Confidential Information, or obligating the parties to proceed with any transaction.

6. Term

The Receiving Party's duty to hold the Confidential Information in confidence shall remain in effect for a period of [two (2) / three (3)] years from the date of disclosure.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of [State], without regard to conflicts of law principles.

8. Miscellaneous

- This Agreement constitutes the entire understanding between the parties relating to the subject matter herein and supersedes all prior agreements, whether oral or written.
- No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.
- If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

[Disclosing Party Name]

[Receiving Party Name]

Date: _____