

Unilateral Confidentiality Agreement for Merger Processes

This Unilateral Confidentiality Agreement ("Agreement") is made and entered into as of [Date], by and between:

- **Disclosing Party:** [Disclosing Party Name], with an address at [Address]
- **Receiving Party:** [Receiving Party Name], with an address at [Address]

1. Purpose

The Receiving Party is considering a potential merger transaction with the Disclosing Party ("Transaction"). In connection with this evaluation, the Disclosing Party may disclose certain confidential and proprietary information to the Receiving Party.

2. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, or sensitive information, whether written, oral, or digital, that relates to the Disclosing Party and is provided to the Receiving Party, including but not limited to financial data, business strategies, agreements, intellectual property, or any information marked or identified as confidential at the time of disclosure.

3. Obligations of Receiving Party

1. The Receiving Party shall keep all Confidential Information strictly confidential and shall not disclose any Confidential Information to any third party, except to its employees, officers, or agents who require such information for the sole purpose of evaluating the Transaction.
2. The Receiving Party shall use the Confidential Information solely for the purpose of evaluating the potential Transaction and for no other purpose.
3. The Receiving Party shall take all reasonable steps to protect the confidentiality of the Confidential Information.

4. Exclusions

This Agreement shall not apply to any information that:

- Is or becomes publicly available without breach of this Agreement;
- Was already known to the Receiving Party before disclosure by the Disclosing Party;
- Is obtained by the Receiving Party lawfully from a third party without restriction; or
- Is independently developed by the Receiving Party without use of the Confidential Information.

5. Return or Destruction

Upon written request, the Receiving Party shall promptly return or destroy all Confidential Information, including any copies or notes thereof.

6. Term

The obligations under this Agreement shall remain in effect for a period of [two (2) years] from the date of disclosure or until such time as the Confidential Information no longer qualifies as confidential.

7. No Obligation to Proceed

Nothing in this Agreement shall obligate either party to proceed with any transaction or business relationship.

8. Governing Law

This Agreement shall be governed by the laws of [State/Country].

9. Miscellaneous

This Agreement constitutes the entire agreement between the parties regarding confidentiality in connection with the Transaction and supersedes any prior agreements. Any amendments must be made in writing and signed by both parties.

Disclosing Party
[Disclosing Party Name]

Receiving Party
[Receiving Party Name]