

Non-Disclosure Agreement (NDA) for Mergers and Acquisitions

This Non-Disclosure Agreement ("Agreement") is made and entered into as of _____, 20____, 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 purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party during discussions related to a potential merger or acquisition, that is not generally known to the public, including but not limited to: business operations, financial information, strategies, customer lists, intellectual property, trade secrets, and any other proprietary information. Confidential Information does not include information that:

- a. is or becomes publicly available through no fault of the Receiving Party;
- b. is rightfully received from a third party without restriction on disclosure;
- c. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
- d. is disclosed with the prior written approval of the Disclosing Party.

2. Obligations of Receiving Party

1. The Receiving Party shall maintain the confidentiality of the Confidential Information and shall not disclose it to any third party except as expressly permitted by this Agreement.
2. The Receiving Party shall use Confidential Information solely for the purpose of evaluating or pursuing a business relationship or transaction between the parties.
3. The Receiving Party may disclose Confidential Information on a need-to-know basis to its directors, officers, employees, or advisors who are bound by similar confidentiality obligations.

3. Return or Destruction of Materials

Upon demand, the Receiving Party shall return or destroy all documents and materials containing Confidential Information.

4. No License or Obligation

Nothing in this Agreement grants any rights to the Receiving Party under any patents, copyrights, or trade secrets other than the limited right to review such Confidential Information as strictly necessary for the evaluation described above. Neither party is obligated to proceed with any proposed transaction.

5. Term

The obligations under this Agreement shall survive for a period of [Two/Three] years after the date of disclosure of the Confidential Information or until such information is no longer confidential.

6. Governing Law

This Agreement shall be governed by and construed under the laws of the State of [State/Country], without reference to its conflicts of law principles.

7. Miscellaneous

This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior discussions or agreements, whether written or oral. Any amendments must be in writing and signed by both parties.

[Disclosing Party Name]
Authorized Signature

[Receiving Party Name]
Authorized Signature