

Non-Disclosure Agreement (NDA) for Mergers & Acquisitions

This Non-Disclosure Agreement ("Agreement") is entered into as of by and between , having its principal place of business at ("Disclosing Party"), and , having its principal place of business at ("Receiving Party").

1. Purpose

The parties wish to explore a potential business relationship regarding a possible merger or acquisition (the "Transaction"), and in connection with this, each party may disclose to the other certain confidential and proprietary information.

2. Definition of Confidential Information

"Confidential Information" means all non-public business, technical, or financial information disclosed by either party, whether oral, written, or in any form, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, should reasonably be understood to be confidential.

3. Exclusions

Confidential Information does not include information that:

- is or becomes publicly available without breach of this Agreement;
- was lawfully known to the Receiving Party before disclosure;
- is received from a third party without restriction;
- is independently developed by the Receiving Party without use of Confidential Information.

4. Obligations

The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of evaluating the Transaction;
- Not disclose Confidential Information to any third party, except to its employees, agents, or representatives who have a need to know and are bound by confidentiality obligations;
- Protect the Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but in no event less than reasonable care.

5. Term

This Agreement shall commence on the Effective Date and continue for a period of years, or until terminated by mutual written agreement, except that each party's obligations with respect to Confidential Information shall survive termination for a period of years.

6. Return or Destruction

Upon written request, the Receiving Party shall, at the Disclosing Party's option, promptly return or destroy all Confidential Information and all copies thereof.

7. No License

Nothing in this Agreement grants any rights under any patents, copyrights, or other intellectual property rights of the Disclosing Party.

8. Governing Law

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

9. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings. Any amendments must be in writing and signed by both parties.

Signature (Disclosing Party)

Name:

Title:

Date:

Signature (Receiving Party)

Name:

Title:

Date: