

Merger & Acquisition Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered into as of , by and between:

Disclosing Party:

Address:

Receiving Party:

Address:

1. Purpose

The parties wish to explore a possible business relationship regarding a potential merger or acquisition ("Transaction"). In connection with this, the Disclosing Party may share certain confidential information to the Receiving Party.

2. Definition of Confidential Information

"Confidential Information" means any information (written, oral, electronic, or other form) provided or made available by the Disclosing Party in connection with the Transaction.

3. Exclusions

- Information that is or becomes publicly available without breach of this Agreement.
- Information lawfully obtained from a third party without restriction.
- Information independently developed by the Receiving Party.
- Information required to be disclosed by law or regulation.

4. Obligations

- Receiving Party will not disclose Confidential Information to any third party except as permitted.
- Receiving Party will use the Confidential Information solely in connection with the Transaction.
- Receiving Party shall take reasonable measures to protect the confidentiality of the information.

5. Term

This Agreement shall remain in effect for years from the date of last disclosure of Confidential Information, unless terminated in writing by both parties.

6. Return of Materials

Upon request, Receiving Party shall promptly return or destroy all Confidential Information and related materials.

7. No License

Nothing in this Agreement grants either party any rights to the other party's intellectual property.

8. Miscellaneous

- This Agreement constitutes the entire understanding between the parties regarding the subject matter.
- This Agreement shall be governed by the laws of .
- Any amendments must be made in writing and signed by both parties.

Disclosing Party

Name:

Title:

Date:

Receiving Party

Name:

Title:

Date: