CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement is entered into and made effective as of _____, by and between the following parties:

Disclosing Party: _____

Receiving Party: _____

The Disclosing Party and the Receiving Party may collectively be referred to as the "Parties" or individually as a "Party."

WHEREAS, the Parties are exploring a potential business transaction involving a merger, acquisition, joint venture, or other strategic combination between the Parties;

WHEREAS, in connection with the evaluation of this potential transaction, the Disclosing Party has disclosed or may disclose to the Receiving Party certain highly confidential, proprietary, and non-public financial, operational, and business information; and

WHEREAS, to protect the confidentiality of such information, the Parties agree to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definition of Confidential Information.** "Confidential Information" means all oral, written, electronic, or visual information, data, documents, or materials disclosed by the Disclosing Party to the Receiving Party, whether before or after the date hereof. This includes, without limitation, financial statements, balance sheets, income statements, cash flow statements, tax returns, financial projections, budgets, customer lists, valuation reports, and any notes, analyses, compilations, or studies prepared by the Receiving Party that contain or reflect such information.

2. **Exclusions from Confidential Information.** Confidential Information does not include information that:
   a. is or becomes publicly available other than as a result of a disclosure by the Receiving Party or its Representatives;
   b. was already in the possession of the Receiving Party prior to disclosure by the Disclosing Party;
   c. is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not known to be bound by a confidentiality agreement; or
   d. is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information.

3. **Permitted Use and Disclosure.** The Receiving Party shall use the Confidential Information solely for the purpose of evaluating and executing the potential transaction between the Parties. The Receiving Party shall keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to its directors, officers, employees, legal counsel, accountants, and financial advisors (collectively, "Representatives") who need to know such information for the evaluation of the transaction, and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

4. **Protection of Information.** The Receiving Party shall exercise at least the same degree of care to safeguard the Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.

5. **Compelled Disclosure.** If the Receiving Party or its Representatives are legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, the Receiving Party shall, to the extent legally permissible, provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy.

6. **Return or Destruction of Materials.** Upon the written request of the Disclosing Party, or upon the termination of discussions regarding the potential transaction, the Receiving Party shall promptly return to the Disclosing Party or, at the Receiving Party's

option, destroy all physical and electronic copies of the Confidential Information, and certify such destruction in writing to the Disclosing Party.

7. **No Representations or Warranties.** The Receiving Party understands and acknowledges that the Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information.

8. **Term.** The obligations under this Agreement shall survive and continue in full force and effect for a period of _____ years from the effective date of this Agreement, or until the consummation of the transaction, whichever occurs first.

9. **Remedies.** The Parties acknowledge that money damages may not be a sufficient remedy for any breach of this Agreement, and that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach, without the necessity of posting a bond.

10. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or discussions, whether written or oral.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidentiality and Non-Disclosure Agreement as of the date first written above.

DISCLOSING PARTY:

By: _____

_____

Authorized Signature

Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

By: _____

_____

Authorized Signature

Name: _____

Title: _____

Date: _____