CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(M&A TRANSACTION)

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between:

Disclosing Party: _____, with a principal place of business at _____ ("Disclosing Party"), and

Receiving Party: _____, with a principal place of business at _____ ("Receiving Party").

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

RECITALS:

WHEREAS, the Parties are exploring a potential business transaction involving a merger, acquisition, or purchase of assets/stock of the Disclosing Party (the "Transaction"); and

WHEREAS, in connection with the evaluation of the Transaction, the Disclosing Party may disclose to the Receiving Party certain proprietary, non-public, and highly confidential financial, operational, and business information;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Confidential Information.** "Confidential Information" means all information, whether oral, written, electronic, or in any other form, disclosed by the Disclosing Party to the Receiving Party. This includes, without limitation, financial statements, tax returns, projections, budgets, customer lists, valuation reports, marketing strategies, intellectual property, and any notes, analyses, or documents prepared by the Receiving Party that contain or reflect such information.
2. **Permitted Use.** The Receiving Party shall use the Confidential Information solely for the purpose of evaluating and negotiating the potential Transaction, and for no other commercial, competitive, or business purpose whatsoever.
3. **Non-Disclosure Obligations.** The Receiving Party shall keep all Confidential Information strictly confidential. The Receiving Party shall not disclose, disseminate, or distribute any Confidential Information to any third party without the prior written consent of the Disclosing Party, except to its officers, directors, employees, financial advisors, and legal counsel (collectively, "Representatives") who need to know such information for the evaluation of the Transaction and who are bound by confidentiality obligations no less restrictive than those herein.
4. **Exclusions.** Confidential Information does not include information that:
   a. is or becomes publicly known through no breach of this Agreement by the Receiving Party;
   b. was already in the rightful possession of the Receiving Party prior to disclosure;
   c. is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information; or
   d. is rightfully obtained from a third party who is not under an obligation of confidentiality.
5. **Compelled Disclosure.** If the Receiving Party is legally compelled by court order, subpoena, or governmental authority to disclose any Confidential Information, it shall 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.** Upon the written request of the Disclosing Party, or upon termination of discussions regarding the Transaction, the Receiving Party shall promptly return to the Disclosing Party or destroy all Confidential Information and all copies, extracts, or other reproductions thereof, and certify such destruction in writing.
7. **Term.** The obligations of confidentiality under this Agreement shall survive for a period of _____ years from the Effective Date, or until such time as the Transaction is consummated and superseded by definitive transaction agreements.
8. **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.
9. **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 laws principles.

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

DISCLOSING PARTY:

Company: _____

By (Signature): _____

Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

Company: _____

By (Signature): _____

Name: _____

Title: _____

Date: _____