

Bilateral NDA for Mergers & Acquisitions Template

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of [Effective Date], by and between [Name of Acquiring Company], with a principal place of business at [Acquiring Company's Address], and [Name of Target Company], with a principal place of business at [Target Company's Address], collectively referred to as the "Parties."

1. CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "Confidential Information" shall include any and all non-public information, data, trade secrets, proprietary information, financial information, business plans, customer lists, and any other information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with the potential merger or acquisition transaction.

2. OBLIGATIONS OF CONFIDENTIALITY

Both Parties agree to maintain the confidentiality of all Confidential Information received from the other Party during the course of discussions, negotiations, and due diligence and shall not disclose, publish, or use such Confidential Information for any purpose other than the evaluation and potential completion of the merger or acquisition, without the express written consent of the Disclosing Party.

3. SCOPE

The obligations of confidentiality apply to all Confidential Information disclosed to the Receiving Party during the course of discussions, negotiations, and due diligence, regardless of the form or medium in which it is disclosed. This includes, but is not limited to, information shared in written, oral, electronic, or any other form.

4. DURATION OF OBLIGATIONS

The Parties' obligation to maintain the confidentiality of Confidential Information shall continue for a period of [insert duration] years from the Effective Date of this Agreement.

5. EXCEPTIONS

The obligations of confidentiality shall not apply to information that is publicly available or becomes publicly available through no fault of the Receiving Party, or that the Receiving Party can demonstrate was in its possession prior to disclosure by the Disclosing Party.

6. USE OF INFORMATION

The Receiving Party agrees to use the Confidential Information solely for the purpose of evaluating and potentially entering into a merger or acquisition transaction with the Disclosing Party.

7. RETURN OF INFORMATION

Upon the termination of discussions, negotiations, or upon the Disclosing Party's request, the Receiving Party agrees to promptly return or, at the Disclosing Party's option, destroy all copies of Confidential Information in the Receiving Party's possession or control.

8. REMEDIES

Breach of this Agreement may result in irreparable harm to the Disclosing Party. In the event of a breach or threatened breach, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and any other remedies available at law or in equity.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the [State/Country] without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Bilateral Merger and Acquisition Non-Disclosure Agreement as of the Effective Date.

Acquiring Company:
[Name of Acquiring Company]
[Signature]
[Date]

Target Company:
[Name of Target Company]
[Signature]
[Date]