

CONFIDENTIALITY AGREEMENT: M&A

This Confidentiality Agreement is entered into on (date) of (month/year), between XYZ Search Firm ("XYZ") and _____ ("Client").

WHEREAS, XYZ has requested information from the (Client), and the (Client) will furnish information to XYZ in connection with the pursuit of a potential transaction between a XYZ referred company and the (Client), which information is confidential and not available to the public (the "Confidential Information"); and

WHEREAS, the (Client) and XYZ desire that said information remain confidential and not available to the public.

NOW, THEREFORE, XYZ agrees as follows:

1. XYZ will not disclose the Confidential Information furnished to it pursuant to this Agreement without the prior written consent of the Center. Confidential Information includes information furnished following the signing of this Agreement.
2. XYZ will not use the Confidential Information for any purpose other than for the evaluation, negotiation and consummation of the potential transaction. The Confidential Information will only be disclosed to the directors, officers, partners, shareholders, agents, advisors, representatives of the advisors, or employees of XYZ who are working on or consulting in connection with the potential transaction. All such persons to whom Confidential Information is disclosed shall be advised of the restrictions contained in this Agreement and shall agree to be bound by such restrictions.
3. That if the potential transaction is not consummated, all Confidential Information shall be immediately returned to the (Client) upon request and no copies shall be retained. That portion of the Confidential Information that may be found in analysis, notes, compilations, studies or any other documents whatsoever, prepared by or for XYZ and based on the Confidential Information, shall be destroyed.
4. That in making the Confidential Information available to XYZ, the (Client) makes no representations or warranties, express, implied or otherwise, as to the accuracy or completeness of any Confidential Information.
5. That it is further agreed and understood that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege.



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The undersigned agree to all provisions in the Agreement.

XYZ Search Firm

[Company Name]

[Team Leader's Name and Title]

[Client's Name and Title]

