

# Acquisition NDA (Broker Engagement)

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## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement (this "Agreement") is entered into as of [DATE] (the "Effective Date") by and between [BROKER OR SELLER NAME] ("Disclosing Party") and [BUYER NAME] ("Receiving Party").

- 1. Purpose.** The parties wish to explore a potential business transaction involving the acquisition of [TARGET COMPANY DESCRIPTION] (the "Transaction"). To facilitate this evaluation, Disclosing Party may share certain Confidential Information with Receiving Party.
- 2. Confidential Information.** "Confidential Information" means any non-public information disclosed by Disclosing Party to Receiving Party that is identified as confidential or that a reasonable person would understand to be confidential, including financial statements, customer lists, employee information, contracts, intellectual property, business plans, and operational data.
- 3. Permitted Use.** Receiving Party shall use Confidential Information solely for the purpose of evaluating the Transaction and shall not use it for any competitive purpose.
- 4. Permitted Disclosures.** Receiving Party may disclose Confidential Information to: (a) its legal, accounting, and financial advisors; (b) lenders providing financing for the Transaction including SBA lenders; and (c) equity partners participating in the Transaction. Each such recipient shall be informed of the confidential nature and shall be bound by confidentiality obligations no less restrictive than those in this Agreement.
- 5. Term.** The obligations under this Agreement shall remain in effect for [12 to 24] months from the Effective Date.
- 6. Return or Destruction.** Upon written request from Disclosing Party, Receiving Party shall return or destroy all Confidential Information within thirty (30) days, provided that Receiving Party may retain copies as required by applicable law, regulatory record-keeping requirements, or routine electronic backup.
- 7. Non-Solicitation.** For a period of [12 to 18] months following the Effective Date, Receiving Party shall not solicit for employment any senior management employee of the target company, except for employees who respond to general public solicitations not specifically directed at the target.
- 8. Non-Circumvention.** Receiving Party shall not, for a period of [12 to 18] months, contact the principals of the target company directly regarding a potential acquisition without the involvement of Disclosing Party.
- 9. Remedies.** The parties agree that breach of this Agreement may cause irreparable harm and that injunctive relief is an appropriate remedy in addition to actual damages.
- 10. Governing Law.** This Agreement shall be governed by the laws of the State of [STATE], without regard to conflicts of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

[SIGNATURE BLOCKS]