Acquisition Confidentiality Agreement

The Seller will share confidential information with the Prospective Buyer, who agrees to protect it on these terms.

Seller

LEGAL NAME

EMAIL

PHONE

ADDRESS

Prospective Buyer

LEGAL NAME

EMAIL

PHONE

ADDRESS

Purpose and term

The Prospective Buyer is evaluating acquiring all or part of the Seller's business and will receive due-diligence information.

PURPOSE (DESCRIBE THE PROJECT OR DISCUSSIONS)

AGREEMENT TERM

CONFIDENTIALITY LASTS AFTER TERM

PROJECT CODE NAME

Obligations

- Confidential information means non-public information disclosed by the Seller in any form, including business, technical, financial and personal data, whether or not marked confidential.
- Use. The Prospective Buyer uses confidential information only for the purpose above and protects it with at least reasonable care.
- Sharing. The Prospective Buyer shares it only with its employees and advisers who need to know and are bound by similar duties.

- Exclusions. Information that is public without breach, already known lawfully, independently developed or received from a third party without restriction is not covered.
- Required disclosure. If law or a court requires disclosure, the receiving party gives prompt notice (where allowed) and discloses only what is required.
- Return. On request or at the end of the term, confidential information is returned or deleted, except copies kept by law or in routine backups, which stay confidential.
- No licence. No right to any IP is granted, and information is shared "as is".
- Remedies. Damages may not be enough for a breach, so the disclosing party may seek an injunction in addition to other remedies.
- No contact. The Prospective Buyer does not contact the Seller's employees, customers or suppliers about the deal without consent.
- Non-solicitation. The Prospective Buyer does not hire the Seller's senior employees for 12 months.
- Deal secrecy. The fact of discussions is itself confidential.

Initials

General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

Seller

SIGNATURE

PRINTED NAME

DATE

Prospective Buyer

SIGNATURE

PRINTED NAME

DATE