



## **Non Disclosure Agreement (NDA)**

This Non-Disclosure Agreement ("Agreement") is entered into as of the date of the User's submission of the M&A Assessment questionnaire ("Effective Date") between iMerge Advisors, LLC ("iMerge"), a Washington limited liability company, and the individual or entity completing the Assessment ("Disclosing Party"), collectively referred to as the "Parties."

### **1. Purpose**

The Disclosing Party agrees to provide Confidential Information (as defined below) to iMerge by manually entering or uploading file details into the M&A Readiness Assessment questionnaire. iMerge will use this Confidential Information to enable its software to generate an M&A Readiness Assessment ("Assessment"), which includes an AI-generated report evaluating the Disclosing Party's readiness for mergers, acquisitions, or strategic partnerships and providing a valuation of the Disclosing Party's business, as well as to facilitate potential follow-up discussions related to such opportunities ("Purpose").

### **2. Definition of Confidential Information**

"Confidential Information" means any information disclosed by the Disclosing Party to iMerge, whether orally, in writing, or electronically, that is marked or identified as confidential or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure. This includes, but is not limited to, financial data (e.g., ARR, profit margins), customer metrics (e.g., churn rate), technical details (e.g., tech stack), business plans, and any personally identifiable information.

Confidential Information does not include information that:

- (a) is or becomes publicly available through no fault of iMerge;
- (b) was lawfully in iMerge's possession prior to disclosure by the Disclosing Party;
- (c) is lawfully received by iMerge from a third party without restriction; or
- (d) is independently developed by iMerge without use of or reference to the Disclosing Party's Confidential Information.



### **3. Obligations of iMerge**

iMerge agrees to:

- (a) use the Confidential Information solely for the Purpose;
- (b) not disclose the Confidential Information to any third party except as permitted under Section 5 (Authorized Disclosure) or Section 7 (Third-Party Processors);
- (c) protect the Confidential Information with the same degree of care as it uses for its own confidential information, but in no event less than reasonable care; and
- (d) notify the Disclosing Party promptly in writing of any unauthorized use or disclosure of the Confidential Information of which iMerge becomes aware.

### **4. Retention & Security of Confidential Information**

#### **(a) Retention for Follow-Up Purposes**

At the conclusion of the Assessment, defined as the date iMerge delivers the final Assessment report to the Disclosing Party, iMerge may retain the Confidential Information in a secure environment, using AES-256 encryption and access controls compliant with ISO 27001 standards, for a period of up to eighteen (18) months.

#### **(b) Deletion or Return Upon Request**

Upon receipt of a verifiable request from the Disclosing Party (e.g., via email, through the iMerge platform, or other written or electronic means), iMerge will, within thirty (30) days, delete, destroy, or return all Confidential Information.

#### **(c) Automatic Deletion or Anonymization**

Regardless of whether the Disclosing Party submits a deletion request, iMerge will automatically delete, destroy, or anonymize all retained Confidential Information eighteen (18) months after the conclusion of the Assessment.

### **5. Authorized Disclosure**

iMerge may disclose Confidential Information:



- (a) to its employees, contractors, or advisors who have a need to know for the Purpose;
- (b) as required by law, court order, or government authority; or
- (c) with the prior written consent of the Disclosing Party.

## **6. No License or Ownership Transfer**

Nothing in this Agreement grants iMerge any right, title, or interest in the Confidential Information beyond the limited right to use it for the Purpose.

## **7. Third-Party Processors**

iMerge may engage third-party processors to assist in generating the Assessment report (e.g., through API services like OpenAI).

## **8. Term and Termination**

This Agreement remains in effect until the Confidential Information no longer qualifies as confidential or until terminated by either Party with thirty (30) days' written notice.

## **9. Remedies**

The Parties acknowledge that unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party.

## **10. Governing Law and Dispute Resolution**

This Agreement is governed by the laws of the State of Washington, USA. Any disputes arising under this Agreement will be resolved through binding arbitration.

## **11. Limitations & Disclaimer**

- (a) The Assessment report generated by iMerge is based on the information provided by the Disclosing Party and analyzed using automated tools, including an OpenAI-powered assistant.
- (b) The Assessment is for informational purposes only and does not constitute financial,



legal, investment, or strategic advice.

## 12. Miscellaneous

(a) Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the Confidential Information.

(b) Amendments: This Agreement may only be amended in writing signed by both Parties.

(c) Severability: If any provision is found invalid, the remaining provisions remain in full force and effect.

(d) Assignment: Neither Party may assign this Agreement without the other Party's prior written consent.

(e) Notices: All notices under this Agreement must be in writing and delivered via email or certified mail.

## Signatures

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

iMerge Advisors, LLC

A handwritten signature in black ink, appearing to read "Michael Gravel", is written over a solid horizontal line.

Michael Gravel  
Managing Partner