

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of _____ (the "Effective Date") by and between:

Disclosing Party: Startup Name, having its principal place of business at _____.

Receiving Party: Investor Name, having its principal place of business at _____.

1. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information (the "Confidential Information") to the Receiving Party for the purpose of exploring a potential business relationship or investment opportunity.

2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all written, electronic, or oral information that is designated as confidential or that reasonably should be understood to be confidential, including but not limited to business plans, strategies, financial information, customer data, technical data, and product designs.

3. Obligations of Receiving Party

- Maintain Confidential Information in strict confidence
- Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party
- Use Confidential Information solely for the Purpose described above
- Take all reasonable precautions to protect the confidentiality of the information

4. Exclusions

Confidential Information does not include information that:

- Is already known to the Receiving Party without restriction at the time of disclosure
- Becomes publicly available other than through a breach of this Agreement
- Is received from a third party without breach of any obligation of confidentiality
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information

5. Term

This Agreement and Receiving Party's duty to hold Confidential Information in confidence remain in effect for a period of two (2) years from the Effective Date.

6. Return of Materials

Upon written request, all documents and materials containing or representing Confidential Information shall be returned to Disclosing Party or destroyed.

7. No License

Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, copyright, or other intellectual property right of the Disclosing Party.

8. Governing Law

This Agreement shall be governed by the laws of the State of _____, without regard to its conflict of laws principles.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior discussions and agreements.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the Effective Date above.

Startups (Disclosing Party)

By: _____
Name: _____
Title: _____
Date: _____

Investors (Receiving Party)

By: _____
Name: _____
Title: _____
Date: _____