

# Startup Investor Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into by and between:

**Disclosing Party:** \_\_\_\_\_

**Receiving Party (Investor):** \_\_\_\_\_

(each, a "Party" and collectively, the "Parties")

## 1. Purpose

The Disclosing Party intends to share certain confidential business plans and proprietary information ("Confidential Information") with the Receiving Party for the sole purpose of evaluating a potential investment opportunity.

## 2. Definition of Confidential Information

"Confidential Information" means information disclosed by the Disclosing Party to the Receiving Party, in written, oral, or other form, including but not limited to business plans, financial data, marketing strategies, technical data, and other non-public business information.

## 3. Obligations of Receiving Party

- To use Confidential Information solely for the evaluation of the investment opportunity.
- Not to disclose any Confidential Information to third parties without prior written consent of the Disclosing Party.
- To take all reasonable precautions to protect the confidentiality of the disclosed information.

## 4. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Is lawfully received from a third party without restriction;
- Is independently developed without reference to the Confidential Information;
- Is required to be disclosed by law or regulation.

## 5. Term

This Agreement shall commence on the Effective Date and remain in effect for a period of two (2) years from such date, unless terminated in writing by mutual agreement of the Parties.

## 6. No License

Nothing in this Agreement shall grant the Receiving Party any rights by license or otherwise in or to any Confidential Information.

## 7. Return or Destruction

Upon request, the Receiving Party must promptly return or destroy all documents and materials containing Confidential Information.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of

-----.

## **9. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions and understandings.

Disclosing Party:

\_\_\_\_\_

Date: \_\_\_\_\_

Receiving Party (Investor):

\_\_\_\_\_

Date: \_\_\_\_\_