

Investor Non-Disclosure Agreement (Startup)

This Investor Non-Disclosure Agreement (the "Agreement") is entered into as of

by and between:

- **Company:**

- **Address:**

- **Investor:**

- **Address:**

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public, proprietary information disclosed by the Company to the Investor, whether oral or written, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

2. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement by Investor;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by Investor without use of or reference to the Confidential Information; or
- Is disclosed with the Company's prior written approval.

3. Obligations of the Investor

The Investor agrees to:

- Use the Confidential Information solely to evaluate a potential investment in the Company;
- Not disclose any Confidential Information to any third party without the prior written consent of the Company;
- Take reasonable measures to protect the confidentiality of the Confidential Information.

4. Terms and Termination

This Agreement shall remain in effect for a period of

years from the date first written above, unless terminated by both parties in writing, except that the confidentiality obligations shall survive for

years after termination.

5. Return of Information

Investor agrees to promptly return or destroy all Confidential Information upon the Company's written request.

6. No License

Nothing in this Agreement grants the Investor any rights in or to the Company's Confidential Information, except as expressly set forth herein.

7. Miscellaneous

This Agreement constitutes the entire agreement between the parties. Any amendments must be in writing and signed by both parties. This Agreement is governed by the laws of

.

Company Representative:

Name and Title:

Date:

Investor:

Name and Title:

Date:
