

Startup Investor Confidentiality Agreement

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

Disclosing Party: ("Startup")

Receiving Party: ("Investor")

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all non-public information, data, or material disclosed or made available to Investor by Startup, whether in written, oral, electronic, or other form, including but not limited to business plans, financial data, customer information, technology, and trade secrets.

2. Obligations of Investor

1. Investor agrees to maintain the confidentiality of the Confidential Information and to use it solely for the purpose of evaluating a potential investment in Startup.
2. Investor will not disclose any Confidential Information to any third party without the prior written consent of Startup.
3. Investor shall take reasonable steps to protect the Confidential Information from unauthorized use or disclosure.

3. Exclusions

This Agreement does not apply to information that:

- Is or becomes publicly available through no fault of Investor.
- Was lawfully in Investor's possession prior to disclosure by Startup.
- Is disclosed to Investor by a third party without restriction or breach of confidentiality.
- Is independently developed by Investor without reference to the Confidential Information.

4. Term

The obligations of confidentiality under this Agreement shall remain in effect for years from the date of disclosure of the Confidential Information.

5. Return of Information

Upon written request by Startup, Investor shall promptly return or destroy all copies of the Confidential Information in its possession.

6. No License

Nothing in this Agreement shall be construed as granting any license or right to use any Confidential Information, trade secrets or other intellectual property of Startup.

7. Governing Law

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

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Startup Representative (Signature)

Name:

Title:

Investor (Signature)

Name:

Title:

Date: