STARTUP / INVESTOR NON-DISCLOSURE AGREEMENT

1. 1. Parties and Evaluation Purpose

This Confidentiality Agreement (the "Agreement") is made as of [EFFECTIVE DATE] between [COMPANY NAME], a [ENTITY TYPE] located at [COMPANY ADDRESS] (the "Company"), and [INVESTOR NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [INVESTOR ADDRESS] (the "Investor"). The Company intends to disclose certain non-public information so the Investor can evaluate a possible investment in the Company (the "Evaluation Purpose"). This Agreement covers information disclosed in connection with that evaluation, whether before or after the Effective Date. Nothing in this Agreement obligates the Investor to make an investment or the Company to accept one, and any investment will be documented in separate definitive agreements. Notices under this Agreement will be sent to [COMPANY CONTACT AND EMAIL] and [INVESTOR CONTACT AND EMAIL].

2. 2. Definition of Confidential Information

"Confidential Information" means non-public information disclosed by the Company to the Investor for the Evaluation Purpose that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. It includes without limitation: financial statements, models, projections, and unit economics; the capitalization table and terms of existing securities; customer names, contract terms, churn, and pipeline data; product roadmap and unreleased features; source code, architecture, and technical specifications; hiring plans and compensation data; and the terms of the proposed financing. Publicly distributed pitch materials are not Confidential Information unless the Company marks them confidential when providing them. Information disclosed orally is Confidential Information only if identified as confidential at the time of disclosure or confirmed in writing within [ORAL CONFIRMATION PERIOD, e.g., 15 days].

3. 3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly available other than through a breach of this Agreement by the Investor; (b) was known to the Investor before disclosure by the Company, without a duty of confidence; (c) is received from a third party who is not known by the Investor to be bound by a duty of confidence to the Company; (d) is independently developed by the Investor or by any portfolio company of the Investor without use of the Confidential Information; or (e) is disclosed to the Investor by another company operating in the same market in the ordinary course of the investment activity of the Investor. The Investor is not required to maintain written records to establish an exclusion, but bears the burden of establishing it by reasonable evidence.

4. 4. Use of Confidential Information

The Investor will use the Confidential Information solely for the Evaluation Purpose, which includes internal analysis, investment committee review, and diligence conducted through its advisors. The Investor will not use the Confidential Information to compete with the Company, to found or fund a company created for the purpose of replicating the business of the Company, or to direct any portfolio company to copy specific non-public product designs, technical methods, or customer arrangements of the Company. The Investor will protect the Confidential Information with at least the same degree of care it applies to its own confidential information of similar sensitivity, and in no event less than reasonable care. The Investor will notify the Company promptly after becoming aware of any unauthorized disclosure and will cooperate reasonably in limiting its effect.

5. 5. Permitted Disclosure to Fund Personnel and Advisors

The Investor may disclose Confidential Information to its partners, members, officers, employees, affiliated investment vehicles, and professional advisors, including attorneys, accountants, and technical diligence consultants, who need it for the Evaluation Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement or by professional duties of confidence. The Investor may also disclose summary information regarding its investment activity to its limited partners and to prospective limited partners in the ordinary course of fund reporting, provided that the disclosure does not include source code, customer names, or detailed technical specifications and that the recipients are subject to confidentiality obligations. Disclosure to any other party, including a co-investor or a portfolio company, requires the prior written consent of the Company. The Investor is responsible for a breach of this Agreement by any person to whom it discloses Confidential Information.

6. 6. No Restriction on Other Investments

The Company acknowledges that the Investor reviews a large number of investment opportunities and that the Investor and its affiliates may evaluate, invest in, advise, serve on the board of, or hold interests in companies that compete with or are similar to the Company. Nothing in this Agreement restricts the Investor from making, holding, or supporting any such investment, from evaluating any other company, or from declining to invest in the Company for any reason. This Agreement creates no exclusivity, no right of first refusal, no obligation to invest, and no fiduciary duty of any kind. The Investor has no obligation to disclose the existence of any competing investment or evaluation. The only limitation on the Investor is the obligation not to use or disclose the Confidential Information of the Company in breach of Section 4.

7. 7. Residual Knowledge

The Investor and its personnel may use general knowledge, skills, and experience retained in unaided memory as a result of reviewing the Confidential Information, provided that no person intentionally memorizes Confidential Information for the purpose of relying on this section. This section does not permit the use or disclosure of source code, algorithms, formulas, customer lists, financial statements, cap table details, or documented technical specifications of the Company, and does not grant any license under any patent or copyright of the Company. Nothing in this section limits the obligations of the Investor with respect to trade secrets under applicable law. The Company acknowledges that this provision is a standard condition of investor participation in diligence and reflects the practical impossibility of unlearning general market insight.

8. 8. Compelled Disclosure

If the Investor is required by law, regulation, subpoena, court order, or a request from a regulator or a limited partner acting under a legal right to disclose Confidential Information, the Investor may make the disclosure, provided that, to the extent legally permitted and practicable, it gives the Company prompt written notice so the Company may seek a protective order or other confidential treatment at its own expense. The Investor will disclose only the portion of the Confidential Information legally required and will use reasonable efforts to obtain confidential treatment for it. A disclosure made in compliance with this section is not a breach, and the information remains Confidential Information for all other purposes. Nothing in this Agreement prevents the Investor from reporting a suspected violation of law to a governmental agency.

9. 9. Term and Duration

This Agreement takes effect on the Effective Date and applies to Confidential Information disclosed during the period ending on the earlier of [DISCLOSURE END DATE, e.g., 12 months after the Effective Date] or the date the Investor notifies the Company that it will not pursue an investment. The confidentiality and use obligations continue for [CONFIDENTIALITY PERIOD, e.g., two years] from the date each item of Confidential Information was disclosed. Trade secrets remain protected for as long as they qualify as trade secrets under applicable law. If the Investor makes an investment in the Company, this Agreement is superseded with respect to information covered by the confidentiality provisions of the definitive financing documents, which will govern from the closing date. Either Party may terminate this Agreement on [TERMINATION NOTICE, e.g., 30 days] written notice, without affecting obligations for information already disclosed.

10. 10. Return or Destruction of Materials

If the Investor decides not to pursue an investment, or on written request by the Company at any time, the Investor will return or destroy the Confidential Information in its possession, including documents, data room downloads, models, and analyses that contain Confidential Information, and will confirm in writing on request that it has done so. The Investor may retain copies required by applicable law, regulatory obligation, fund record-keeping requirements, or a documented retention policy, along with copies held in automatic backup or archiving systems that are not readily accessible in the ordinary course. The Investor may also retain a record of the evaluation and its conclusions for internal governance purposes. All retained material remains subject to the confidentiality obligations of this Agreement for as long as it is retained.

11. 11. No License, No Warranty, No Obligation

All Confidential Information remains the property of the Company, and nothing in this Agreement grants the Investor any license or right in the intellectual property of the Company, whether by implication, estoppel, or otherwise. The Company provides the Confidential Information on an as-is basis and makes no representation or warranty as to its accuracy or completeness in this Agreement; representations and warranties, if any, will be made only in the definitive financing documents. Projections and forecasts are inherently uncertain, and the Investor will rely on its own diligence. Neither Party is obligated to proceed with a financing, to negotiate, or to continue discussions, and no agreement to invest exists unless and until definitive documents are signed by both Parties.

12. 12. Remedies and Injunctive Relief

Each Party acknowledges that a breach of this Agreement may cause harm that money damages alone may not adequately remedy. In addition to any other available remedy, the non-breaching Party may seek injunctive or other equitable relief to prevent or stop an actual or threatened breach, subject to any bond required by the court. The Parties agree that the availability of injunctive relief does not create a presumption that any particular breach caused irreparable harm, and the Party seeking relief must establish the requirements for it. Neither Party will be liable to the other for indirect, incidental, consequential, special, or punitive damages arising out of this Agreement. The prevailing Party in any proceeding to enforce this Agreement may recover its reasonable attorney fees and costs.

13. 13. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and each Party consents to the exclusive jurisdiction of the state and federal courts located in [VENUE COUNTY AND STATE]. This Agreement is the entire agreement between the Parties regarding confidentiality in connection with the Evaluation Purpose and supersedes all prior understandings on that subject; amendments must be in writing and signed by both Parties. Neither Party may assign this Agreement without the written consent of the other, except that the Investor may assign to an affiliated fund or successor manager. If any provision is unenforceable, it will be narrowed to the minimum extent necessary and the remainder will continue in effect. This Agreement may be executed in counterparts, and electronic signatures have the same effect as originals.

14. 14. Signatures

By signing below, the Parties agree to the terms of this Agreement as of the Effective Date. COMPANY: [COMPANY NAME]. Signature: ______________________. Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Date: [DATE]. INVESTOR: [INVESTOR NAME]. Signature: ______________________. Printed Name: [INVESTOR SIGNER NAME]. Title: [TITLE]. Date: [DATE]. Each signer represents that they are authorized to bind the party on whose behalf they sign.

15. Disclaimer

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