

Confidential Data Protection Agreement

This Confidential Data Protection Agreement ("Agreement")

is made and entered into as of [Date] ("Effective Date"), by and between:

- **[Startup Name]**, a company incorporated and existing under the laws of [Jurisdiction], with its principal office at [Address], ("Disclosing Party"); and
- **[Receiving Party Name]**, with its principal office at [Address], ("Receiving Party").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" refers to any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party, that is not generally known to the public and that the Receiving Party understands is proprietary.

2. Obligations of Receiving Party

1. The Receiving Party agrees to keep the Confidential Information strictly confidential and to use the Confidential Information solely for the purpose of [state purpose, e.g., evaluating a business opportunity].
2. The Receiving Party will not disclose any Confidential Information to any third party without prior written consent of the Disclosing Party.
3. The Receiving Party will take all reasonable security precautions to protect the confidentiality of the Confidential Information.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes public knowledge through no fault of the Receiving Party;
- Is in the possession of the Receiving Party without restriction prior to disclosure by the Disclosing Party;
- Is independently developed by the Receiving Party without reference to or use of the Confidential Information;
- Is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body.

4. Term

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence remain in effect for [X] years from the Effective Date.

5. Return or Destruction of Materials

Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all documents and other tangible materials representing Confidential Information.

6. No License

Nothing in this Agreement shall be construed as granting any license or rights to the Receiving Party, by implication or otherwise, under any patent, trademark, copyright, or other intellectual property right of the Disclosing Party.

7. Governing Law

This Agreement shall be governed by the laws of [Jurisdiction].

8. Signatures

Authorized Signature, [Startup Name]

Authorized Signature, [Receiving Party Name]

Date: _____