

# **Preliminary Confidentiality Pact**

## **For Investor Meetings**

This Preliminary Confidentiality Pact (â€œPactâ€) is entered into as of \_\_\_\_\_, by and between:

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

**Receiving Party:** \_\_\_\_\_

### **1. Purpose**

The parties intend to engage in preliminary discussions regarding a potential investment opportunity. In connection with such discussions, the Disclosing Party may share certain confidential and proprietary information (â€œConfidential Informationâ€) with the Receiving Party.

### **2. Confidentiality Obligation**

The Receiving Party agrees not to disclose any Confidential Information received from the Disclosing Party to any third party, and to use such information solely for the purpose of evaluating the potential investment.

### **3. Exclusions**

This Pact does not apply to information that:

1. Is or becomes publicly available through no fault of the Receiving Party;
2. Is already known to the Receiving Party at the time of disclosure;
3. Is independently developed by the Receiving Party; or
4. Is required by law to be disclosed.

### **4. Term**

This Pact and the obligations herein shall remain in effect for one (1) year from the date above.

### **5. No Obligation**

This Pact does not obligate either party to enter into any further agreement or transaction.

### **6. Return of Materials**

Upon request, the Receiving Party shall promptly return or destroy all Confidential Information received from the Disclosing Party.

### **7. Governing Law**

This Pact shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

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Disclosing Party

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Receiving Party

Name: \_\_\_\_\_

Title: \_\_\_\_\_