**PRIVATE AND CONFIDENTIAL**

Name of your startup

To the attention of person XX

Address

Country

Ladies and Gentlemen,

This letter sets out the terms on which Your Startup, or its subsidiaries, shareholders, employees or advisors, (thereon “the Company”) make available certain confidential and proprietary information in regards to a planned fundraising (“the Fundraising”) to Investor XY, its shareholders, employees or advisors.

1 In this letter:

(a) "Restricted Information" means all information relating to the Company that is communicated to us both orally and in writing by the Company or by the Company’s representatives.

2 In consideration of Restricted Information being made available to us, we undertake and covenant to you in the terms of this letter and in particular we will ensure that:

(a) Restricted Information is provided only to those of our employees or independent professional advisers for the purpose of evaluating the Fundraising;

(b) Restricted Information is used only for the purposes of the Fundraising and in particular will not be used to solicit or entice away from the Company any employee, customer or supplier of the Company or to procure any commercial advantage over the Company; and

(c) All Restricted Information is kept strictly confidential and that none of it is, without your prior written consent, disclosed by us or by any of our employees or advisers to any other company or person.

3 The Restricted Information shall not constitute the basis of any contract.

4 Neither we nor our advisers will at any time:

(a) Contact any employee or manager of the Company or approach any customers, advisors or suppliers of the Company concerning the Fundraising without your specific prior written consent; or

(b) At any time disclose to any person (other than those permitted under paragraph 2(a) that discussions or negotiations are taking place concerning the Fundraising or any of the terms or conditions thereof, or that we are in the process of evaluating the Restricted Information.

5 The provisions of paragraph 2 above shall not apply to any Restricted Information:

(a) Which is now in or hereafter enters into the public domain otherwise than as a consequence of a disclosure of the same by us or by any of our employees or advisers which was not authorised in writing by you;

(b) Which we can demonstrate from our written records was already known to us at the date of disclosure by you; or

(c) Which we can demonstrate from our written records is hereafter disclosed to us without restrictions by you or a third party entitled to do so.

1. We confirm that we are acting as principal and not as agent or broker for any other party.
2. We expressly declare and acknowledge that neither you nor the Company guarantees the truthfulness or accuracy of the Restricted Information and that accordingly, you don’t assume any liability in the event that the Restricted Information proves not to be truthful, accurate or complete, and that we shall be responsible for verifying and assessing the Restricted Information as appropriate.
3. This agreement shall survive for a period of three (3) years from the date hereof.

This agreement shall be governed by and construed in accordance with the laws of country XX. The parties hereby irrevocably submit to the exclusive jurisdiction of the ordinary Courts of city XX, without restricting any right of appeal.

We hereby agree to the terms set out above.

Yours faithfully,

Date: ……………………………………………………

Signature: ……………………………………………………

Name: ……………………………………………………

Position: ……………………………………………………

Duly authorised for and on behalf of investor XX.