#### **Interview Non-Disclosure and Confidentiality Agreement**

This Interview Non-Disclosure and Confidentiality Agreement (this “**Agreement**”) is entered into as of the \_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_ (the “**Effective Date**”) by and between \_\_\_\_\_\_\_\_\_\_\_ [company name], a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [state of company formation] \_\_\_\_\_\_\_\_\_\_\_\_\_ [type of company: corporation/limited liability company/partnership/limited partnership/limited liability partnership] located at \_\_\_\_\_\_\_\_\_\_\_\_ [company address] (the “**Company**”), and \_\_\_\_\_\_\_\_\_\_\_, [applicant’s name] an Individual located at \_\_\_\_\_\_\_\_\_\_ [applicant’s address] (“**Applicant**”). The above parties may be referred to singularly as a “**Party**” or collectively as the “**Parties**”.

**The** Company is considering Applicant for possible future employment with the Company as \_\_\_\_\_\_\_\_\_\_ (the “**Position**”) and may disclose proprietary information unique and valuable to its ongoing business operations to Applicant during discussions with and evaluation of Applicant’s skills, abilities and suitability for the Position (the “**Interview**”). In consideration of the Company’s willingness to conduct the Interview and the covenants and mutual promises contained herein, the Parties agree as follows:

1. **Confidential Information.** The term “**Confidential Information**” shall mean any data, information, or knowledge disclosed by the Company to Applicant that relates or refers, directly or indirectly, to the Position, the Interview, the Company, any of the Company’s employees, agents, clients or customers or any portion or aspect thereof. Without limiting the foregoing, Confidential Information will specifically include all documents, information or data generated by the Company or Applicant which contains, concerns, results from or arises out of: [customize as needed]

1. the Interview, the Position or any discussions or disclosures related to functions, duties or responsibilities thereof;
2. the Company’s business or operational plans or activities, existing or contemplated markets, advertising initiatives, methods of operation, products or services;
3. the Company’s suppliers, logistics data; customer or supplier lists, cost of goods or services, profits and losses, budgeting, past or future sales or financial information;
4. the Company’s schematics, designs, software source or object code, compressed or uncompressed binaries, inventions, patents or patent applications or illustrations;
5. the Company’s existing or contemplated designs, models or platforms, formulas, research, notes or analytical data;
6. the Company’s management, board of directors, affiliates, suppliers, customers, employees or third-party contractors;
7. the Company’s history, entity structure, accounts or goodwill;
8. the Company’s copyrights, trademarks, trade secrets, patents, trade names, moral rights and any other tangible or intangible rights, whether registered or unregistered;
9. the Company’s technical systems, processes, methods, algorithms, computational schemas, know-how or trade secrets;
10. the Company’s employees, salaries, job related functions, duties or responsibilities; the Company’s written, auditory or electronic communications;
11. any information that if disclosed, whether true or untrue, could harm the goodwill or reputation of Company or Company’s management, board of directors, affiliates, suppliers, customers, employees, third-party contractors, methods of operation, products or services; or
12. any information of whatever kind and nature that Company desires to maintain confidential.

2. **Exclusions to Confidentiality.** The obligation of confidentiality with respect to Confidential Information will not apply to any information:

1. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Applicant;
2. If the information is or was received by Applicant from a third-party source which, to the best knowledge of Applicant, is or was not under a confidentiality obligation to the Company with regard to such information;
3. If the information is disclosed by Applicant with the Company’s prior written permission and approval;
4. If the information is independently developed by Applicant prior to disclosure by the Company and without the use and benefit of any of the Company’s Confidential Information; or
5. If Applicant is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, Applicant gives prompt written notice of that fact to the Company prior to disclosure so that the Company may request a protective order or other remedy, Applicant may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. **Obligation to Maintain Confidentiality.** With respect to Confidential Information:

1. Applicant agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Agreement..
2. Confidential Information is and will remain the sole and exclusive property of the Company and will not be disclosed or revealed by Applicant under any circumstances.
3. Applicant agrees that, in the event Applicant must download, access, process, transfer or otherwise communicate Confidential Information, Applicant will comply with all laws and regulations applicable to exports and re-exports of data and information and will not, directly or indirectly, export or re-export any Confidential Information in violation of such laws and regulations, including without limitation, those prohibiting export or re-export to restricted countries or without governmental authorization.
4. Applicant agrees that Confidential Information and details about the Position are intended for civil purposes only and will not, directly or indirectly, download, access, process, transfer or otherwise communicate Confidential Information or any part thereof to military, paramilitary or civil entities, “institutes,” “academies” nor any country subject to United States, United Nations or Organizations for Security and Co-Operation in Europe sanctions for any military or violent purpose, such as use in nuclear, biological or chemical weapons.
5. At the end of the Interview, Applicant will return all Confidential Information to the Company and, if Applicant is not selected for employment with the Company for any reason, Applicant will ensure that all Confidential Information and all documents, memoranda, notes and other writings or electronic records prepared by Applicant that include or reflect any Confidential Information in Applicant’s actual or constructive possession are returned to the Company within \_\_\_\_\_\_\_\_\_ [length of time: e.g. 24 hours, one business day, two business days].
6. [The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will Applicant be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.] [The obligation not to disclose Confidential Information shall remain in effect until \_\_\_\_\_\_\_\_\_\_\_\_\_ [length of time: e.g. one year, two years, five years] following the Interview, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.]

4. **Disclaimer**. There is no representation or warranty, express or implied, made by the Company as to the accuracy or completeness of any of its Confidential Information.

5. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested.

6. **No Offer or Sale.** Nothing in this Agreement will be deemed a sale or offer for sale of Confidential Information nor obligate the Company to grant Applicant a license or any rights, by statute, common law theory of estoppel or otherwise, to Confidential Information.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, regarding the subject matter hereof.

8. **Miscellaneous.** No joint venture, partnership or agency relationship exists between Applicant, the Company or any third-party as a result of this Agreement. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither Party may assign its rights or delegate its duties under this Agreement without the other Party’s prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement and agree to be bound by its terms as of the Effective Date.

##### APPLICANT

##### [Name of Applicant]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##### COMPANY

##### [Name of Company]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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