

## NON-DISCLOSURE AGREEMENT

**This Non-Disclosure Agreement (the "Agreement") is entered into on [Date] by and between [Company Name], a [Company Type] with its principal place of business located at [Address] (the "Disclosing Party") and [Candidate Name], a [Position] with [Company Name] (the "Receiving Party") (collectively, the "Parties").**

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1.1 The Disclosing Party. The Disclosing Party is [Company Name], a [Company Type] with its principal place of business located at [Address].

1.2 The Receiving Party. The Receiving Party is [Candidate Name], a [Position] with [Company Name].

2.1 The Disclosing Party has disclosed certain confidential information to the Receiving Party, which is valuable to the Disclosing Party and is not generally known to the public. The Receiving Party acknowledges that it has received confidential information from the Disclosing Party in confidence. 2.2 The purpose of this Agreement is to establish the terms and conditions under which the Receiving Party may receive and use the confidential information.

For the purposes of this Agreement, the following terms shall have the meanings set forth below: "Confidential Information" means all confidential and proprietary information of the Disclosing Party, including, without limitation, trade secrets, technical data, business plans, business strategies, product and service information, customer lists, marketing and sales information, and other proprietary information of the Disclosing Party; "Confidential Information" does not include information that is (i) already in the public domain through no fault of the Receiving Party, (ii) already known to the Receiving Party prior to disclosure by the Disclosing Party, (iii) subsequently obtained by the Receiving Party from a third party who has the right to disclose it, or (iv) independently developed by the Receiving Party without use of the Confidential Information.

3.1 The Receiving Party acknowledges that the Confidential Information disclosed to it by the Disclosing Party is the exclusive property of the Disclosing Party and that it is being disclosed in confidence. 3.2 The Receiving Party agrees to hold the Confidential Information in confidence and not to disclose it to any third party without the prior written consent of the Disclosing Party.

4.1 The Receiving Party agrees to use the Confidential Information solely for the purpose of evaluating the potential employment or engagement of the Receiving Party by the Disclosing Party. 4.2 The Receiving Party shall not use the Confidential Information for any other purpose or disclose it to any third party without the prior written consent of the Disclosing Party.

5.1 The Receiving Party acknowledges that it is not required to keep confidential any information that it can demonstrate is: (i) already in the public domain through no fault of the Receiving Party, (ii) already known to the Receiving Party prior to disclosure by the Disclosing Party, (iii) subsequently obtained by the Receiving Party from a third party who has the right to disclose it, or (iv) independently developed by the Receiving Party without use of the Confidential Information.

6.1 The term of this Agreement shall commence on the date of this Agreement and continue for a period of two (2) years from the date of this Agreement, or until the earlier of the date that the Receiving Party ceases to be an employee of the Disclosing Party or the date that the Confidential Information is no longer confidential.

7.1 Upon termination of this Agreement, the Receiving Party shall return all Confidential Information to the Disclosing Party. 7.2 Upon request, the Receiving Party shall certify in writing that it has returned all Confidential Information to the Disclosing Party.

8.1 If the Receiving Party breaches this Agreement, the Disclosing Party may seek injunctive relief to prevent further disclosure of the Confidential Information. 8.2 The Receiving Party agrees to pay all costs and expenses incurred by the Disclosing Party in enforcing this Agreement, including, without limitation, reasonable attorney's fees and court costs.

9.1 This Agreement is governed by and shall be construed in accordance with the laws of [State]. 9.2 Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the [Arbitration Association]. 9.3 This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

[Company Name]

[Signature]

[Title]

[Date]

[Receiving Party Name]

[Signature]

[Title]

[Date]