

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**This Confidentiality and Non-Disclosure Agreement
('Agreement') is made and entered into as of January 15, 2024
('Effective Date') by and between**

Alice Johnson of TechCorp Inc. ('Disclosing Party') and [Candidate Name] ('Receiving Party').

WHEREAS, the Disclosing Party has disclosed certain confidential and proprietary information ('Confidential Information') to the Receiving Party; and

For the purposes of this Agreement, the following definitions shall apply: 'Confidential Information' means all information or materials disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing, that is marked confidential or that a reasonable person would understand to be confidential.

The Disclosing Party shall designate as Confidential Information all information and materials disclosed by the Disclosing Party to the Receiving Party, including, but not limited to, information and materials relating to TechCorp Inc.'s products, services, business operations, financial information, and trade secrets.

Excluded from the definition of Confidential Information are any information or materials that: (i) are or become generally available to the public through no fault of the Receiving Party; (ii) were in the possession of the Receiving Party prior to receipt from the Disclosing Party; or (iii) are lawfully obtained from a third party.

The Receiving Party agrees to: (i) keep the Confidential Information confidential and not disclose it to any third party; (ii) use the Confidential Information only for the purpose of evaluating the potential employment opportunity with TechCorp Inc.; and (iii) return all Confidential Information to the Disclosing Party upon request.

The term of this Agreement shall commence on the Effective Date and continue for a period of 2 years from the date of execution.

Upon termination of this Agreement, the Receiving Party shall promptly return all Confidential Information to the Disclosing Party or destroy such information and provide written certification of such destruction.

In the event of a breach of this Agreement, the non-breaching party may seek injunctive relief and/or damages as permitted by law.

This Agreement shall be governed by and construed in accordance with the laws of the California. The parties agree to submit to the jurisdiction of the courts of California for the resolution of any disputes arising out of or related to this Agreement.

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