



## PayPal Nondisclosure Agreement

In anticipation of your upcoming interviews in connection with the job application process, we are asking you to complete this Nondisclosure Agreement. Throughout your visit you may see or hear information important to PayPal's business and considered confidential. This agreement defines what we consider to be confidential information and steps you should take in keeping our confidence. Further, in connection with your visit, which may include receipt of certain confidential proprietary information of PayPal and/or one or more of its subsidiaries (collectively, "PayPal"), you agree to the following:

"Confidential Information" shall mean all information disclosed by PayPal to you that PayPal deems confidential, and may include but shall not be limited to information related to the intended or actual design, construction, maintenance or operation of any real property owned or occupied by PayPal and proprietary technical and business information, including but not limited to: (a) patent and patent applications; (b) techniques, sketches, drawings, works of authorship, models, inventions, processes, equipment, algorithms, software programs, software source comments, and formulae related to current, future and/or proposed products and services of PayPal, including information concerning research, development, design details and specifications; and (c) information in tangible or intangible form relating to and/ or including any of the following: released or unreleased products, the marketing or promotion of any products, business policies or practices, financial information, procurement and/or purchasing requirements, customers (former, current, or potential), investors, employees, business and contractual relationships, business forecasts, sales and merchandising data, and marketing plans.

All Confidential Information, regardless of the medium (including photos, videos or other physical or electronic media, and copies thereof) shall remain PayPal's property and shall not be removed from the premises or disclosed to any third party without PayPal's prior written consent executed and acknowledged by an authorized PayPal representative. Except as expressly set forth herein, no rights or licenses to any PayPal intellectual property rights are implied or granted under this agreement.

You acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that PayPal shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond.

This agreement shall be governed by the laws of the State of California, excluding its conflicts of laws principles. Any disputes under this agreement shall be brought in the state courts and the Federal courts located in San Jose, California and you hereby consent to the personal jurisdiction and venue of these courts. This agreement constitutes the entire agreement, and supersedes all prior or contemporaneous oral or written agreements, regarding the subject matter hereof. Any addition or modification to the agreement, or waiver of a provision hereof, must be in writing and signed by both parties. If any provision of this agreement is held unenforceable, that provision shall be severed and the remainder of this agreement will continue in full force and effect.

By reviewing this document and signing below, you affirm that you are acknowledging and agreeing to abide by the terms of this Nondisclosure Agreement.

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First Name, Last Name

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Date