



FORESCOUT TECHNOLOGIES, INC.
NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
FOR POTENTIAL EMPLOYEE/CONSULTANT


You and Forescout may engage in future discussions regarding the possibility of employment or the possibility of forming a business relationship. In the course of these discussions and/or interviews it is possible that Forescout might share certain information with you in order to learn more about you, your skills and your technical expertise. This information may be confidential and proprietary information of Forescout; it is essential that these discussions be kept confidential. Therefore, before the interview(s) may begin, we ask that you review this letter and sign in the appropriate space, indicating your agreement to the terms and conditions contained herein.

1. Confidential Information means all information disclosed by Forescout, or learned by you in the course of your interview(s) that relates to Forescout's technology, intellectual property assets, financial or business plans and affairs, financial statements, internal management tools and systems, equipment and assets, products and product development plans, marketing plans, customers, clients and contracts, and is designated by Forescout as confidential, or that a reasonable person would deem to be confidential. However, Confidential Information will not include any information or data which is already known to you at the time that it is disclosed to you by Forescout, or which (a) has become publicly known through no wrongful act of yourself; (b) has been rightfully received by you from a third party without restriction on disclosure and without breach of this letter; (c) has been independently developed by you; (d) has been approved for release by written authorization of Forescout; (e) has been furnished by Forescout to a third party without a similar restriction on disclosure; or (f) has been disclosed by you pursuant to a requirement of a governmental agency or of law (unless subject to a protective order or disclosed under seal).


2. You agree that you will not copy or reproduce any confidential information; you will not disclose any confidential information to any third party; you will not make any public statement or comment on the existence or provisions of this letter without the prior written consent of Forescout; and, you will not use any confidential information except for the sole purpose of discussing possible employment or business relationship with Forescout.

I agree and accept the terms and conditions of this letter.

POTENTIAL EMPLOYEE/CONSULTANT

By: 
Name: Adric Gudbranson
Date: 4/28/2023

FORESCOUT TECHNOLOGIES, INC.

By: 
Name: General Counsel
Date: 4/28/2023