

INTERVIEW NON-DISCLOSURE AGREEMENT

1. **THE PARTIES.** This Interview Non-Disclosure Agreement, hereinafter known as the "Agreement," created this _____, is by and between _____, hereinafter known as "Company," and _____, hereinafter known as "Interviewee," and collectively known as the "Parties."

WHEREAS, Interviewee wishes to be considered for the position of _____ (the "Position") with the Company;

WHEREAS, Company wishes to consider the Interviewee for the Position;

WHEREAS, during the course of the pre-hire process, including interview(s), and/or the hiring process (the "Process") the Interviewee may be given or otherwise become aware of specific information which the Company considers confidential and proprietary (the "Confidential Information"); and

WHEREAS, Company intends and Interviewee agrees that such information shall be kept proprietary and confidential in full compliance with the following terms and conditions.

The Parties agree as follows:

2. **DEFINITION OF CONFIDENTIAL INFORMATION.** For the purposes of this Agreement, "Confidential Information" shall include, but not be limited to, information of a technical, marketing, or business nature provided or obtained during the Process regarding the Company, its business affairs, business strategies, financial reports, or plans, information regarding profitability or financial projections, marketing plans or strategies, product development, the Position and the Company-related information which is not publicly known or available, or could reasonably be considered to be confidential and/or proprietary.

Confidential Information shall be subject to the restrictions and obligations specified in this Agreement whether or not it is in writing or other tangible form, whether or not it is clearly marked as proprietary or confidential when disclosed, and whether or not it is disclosed orally, electronically, or visually.

3. **OBLIGATIONS.** The obligations of the Interviewee shall be:
- a. Confidential Information may be used by Interviewee only for the purpose of evaluating the Position and may not be disclosed or shared directly or indirectly by the Interviewee to third parties or used for Interviewee's benefit or gain and may not be used for the gain or potential gain of any party other than the Company.

- b. Under no circumstances may the Interviewee disclose Confidential Information to his/her current employer, to any former or prospective employer, to his/her client, or to his/her former or prospective colleagues.
 - c. Interviewee shall use the same degree of care, but never less than a reasonable standard of care, to prevent the unauthorized disclosure or dissemination of Confidential Information as Interviewee would use to protect his/her own similar confidential information.
 - d. Interviewee shall not disclose to any parties the terms of this Agreement.
 - e. All tangible Confidential Information shall remain the property of Company, and all such information and final copies thereof shall be immediately returned at the written request of the Company. In the event the Interviewee is not offered or does not accept the Position, Interviewee shall promptly return all Confidential Information, including copies.
4. **DISCLAIMERS.** In no event shall Interviewee be deemed to have any right or interest in any Confidential Information. Nothing in this Agreement shall grant the Interviewee the right to make commitments of any kind for or on behalf of the Company.
5. **TIME FRAME.** Unless mutually agreed otherwise in writing, Interviewee's obligations hereunder with respect to each item of Confidential Information shall expire _____ years from the date of receipt.
6. **ENFORCEMENT.** The breach of any part of this Agreement by Interviewee may cause immediate and irreparable injury to Company due to the unique nature of the Confidential Information.

In the event Company must bring any action to enforce or protect any of the terms of this Agreement, Company shall be entitled to recover, in addition to its damages, its reasonable attorney's fees and costs incurred in connection therewith.

7. **GOVERNING LAW.** This Agreement shall be governed under the laws in the State of _____.

WITNESS WHEREOF, I, the Interviewee, have read the above Agreement and agree to its terms.

Interviewee's Printed Name

Interviewee's Signature

Date