This Interview Non-Disclosure Agreement (“Agreement”) is made and entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Candidate”). The Company is interviewing the Candidate for potential employment or independent contractor services, as applicable. The Candidate acknowledges that the Company’s Confidential Information may be disclosed to the Candidate during the interview process. The Candidate and the Company enter into this agreement to ensure the secrecy of such Confidential Information consistent with the following terms:

1. Confidential Information includes nonpublic information relating to products, services, marketing plans, business policies, practices, and strategies; organization and employee and hiring information; inventions, formula, code, and technical information; trade secrets; research; financial information; customer information; information received from third parties that the Company is obligated to treat as confidential; and information which by its nature would reasonably be considered Confidential Information.

2. The Candidate will keep confidential and will not make use of nor disclose to any third party any of the Company’s Confidential Information until it becomes publicly known or made generally available through no fault of Applicant.

3. The Company does not wish to receive any Confidential Information from the Candidate, and the Candidate acknowledges that the Company assumes no obligation (whether express or implied) for any information disclosed by the Candidate.

4. Nothing in this Agreement obligates the Company to provide Confidential Information to the Candidate, nor to hire or contract with the Candidate, as applicable.

5. The Candidate acknowledges that because damages for improper disclosure of Confidential Information may be irreparable, the Company may seek equitable relief, including injunctive relief, in addition to other remedies.

6. The Company retains all intellectual property rights in any intellectual property invented or composed in the course of or incident to the performance of the Candidate’s interview with the Company under this Agreement. The Candidate acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed with respect to the Candidate’s interview with the Company.

7. This constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements. This Agreement shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ without reference to conflict of laws principles. The exclusive venue for any dispute relating to this Agreement shall be in the state or federal courts within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Effective Date:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Candidate Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Candidate Address:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**