

# **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement") is made and entered into, by the undersigned individual ("Candidate"), in consideration of discussions and potential engagement with a United States-based company (the "Company").

## **1. Purpose**

The Candidate understands that during the course of discussions, interviews, evaluations, or any engagement with the Company, including remote work, freelance assignments, or contract-based services (the "Purpose"), they may receive or have access to certain confidential and proprietary information belonging to the Company.

## **2. Definition of Confidential Information**

"Confidential Information" includes, but is not limited to, all non-public information, data, documents, communications, business strategies, financial information, customer or client information, intellectual property, trade secrets, technical materials, source code, product roadmaps, or any other material disclosed by the Company to the Candidate in any form — written, oral, visual, or electronic — and whether marked confidential or not.

## **3. Candidate's Obligations**

The Candidate agrees to:

Maintain strict confidentiality of all Confidential Information received;

Use the Confidential Information solely in connection with the Purpose;

Not disclose, copy, or share any Confidential Information with third parties without the Company's prior written consent;

Take reasonable measures to protect the Confidential Information from unauthorized use or access.

## **4. Exclusions**

Confidential Information does not include information that the Candidate can demonstrate:

a) Was publicly available at the time of disclosure or becomes public other than through a breach;

b) Was lawfully known to the Candidate prior to disclosure;

c) Is disclosed with the Company's prior written consent;

d) Is required to be disclosed by law, regulation, or court order (with prior notice to the Company, if legally permitted).

## **5. Return or Destruction of Information**

Upon request or upon termination of discussions or engagement, the Candidate shall immediately return or destroy all Confidential Information and confirm such action in writing.

## **6. Limited Use Only**

All Confidential Information is provided solely for the Purpose outlined in this Agreement. Nothing in this Agreement is intended to transfer any intellectual property or proprietary rights to the Candidate.

## **7. Injunctive Relief**

The Candidate agrees that unauthorized use or disclosure of Confidential Information may cause irreparable harm to the Company, and that the Company shall have the right to seek immediate injunctive relief and/or specific performance in addition to other legal remedies.

## **8. Term & Survival**

This Agreement shall be effective as of the date signed and shall continue in effect until the Confidential Information no longer qualifies as confidential or for a period of five (5) years, whichever is earlier. Obligations of confidentiality shall survive the end of any engagement or discussions.

## **9. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State], United States of America, without regard to conflict of laws principles. The Candidate agrees to submit to the exclusive jurisdiction of the state and federal courts located in [Insert City, State], USA, for resolution of any disputes arising from or related to this Agreement.

## **10. Entire Agreement**

This Agreement constitutes the entire agreement regarding the subject matter and supersedes all prior communications or agreements. Any amendments must be made in writing and signed by both parties.

## **11. Severability**

If any provision of this Agreement is found unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the Candidate has executed this Agreement as of the date written above.

CANDIDATE DETAILS

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

