

# Executive Job Candidate Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of by and between ("Company") and ("Candidate").

## 1. Definition of Confidential Information

"Confidential Information" means all non-public information disclosed by the Company to the Candidate, either directly or indirectly, in written, oral, or any other form, including but not limited to business strategies, financial data, customer lists, trade secrets, operations, technical data, and personnel information.

## 2. Obligations of Candidate

- The Candidate shall not disclose any Confidential Information to any third party.
- The Candidate shall use Confidential Information solely for the purpose of evaluating employment with the Company.
- The Candidate shall take reasonable measures to protect the confidentiality of all Confidential Information.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no act or omission of the Candidate;
- Is already in the Candidate's possession without obligation of confidentiality;
- Is lawfully disclosed by a third party without restriction;
- Is independently developed by the Candidate without use or reference to the Confidential Information.

## 4. Return of Materials

Upon request, the Candidate agrees to promptly return or destroy all materials containing Confidential Information.

## 5. Term

This Agreement and the Candidate's duty to hold Confidential Information in confidence remain in effect for a period of years from the date of disclosure.

## 6. General Provisions

- This Agreement is governed by the laws of .
- No amendment to this Agreement shall be effective unless in writing and signed by both parties.
- If any provision of this Agreement is found unenforceable, the remainder shall continue in effect.

Company Representative:

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Name & Title

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Date

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Candidate:

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Name

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Date

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