

INTERVIEW NON-DISCLOSURE AGREEMENT

1. 1. Parties and Interview Context

This Interview Non-Disclosure Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] between [COMPANY NAME], a [ENTITY TYPE] located at [COMPANY ADDRESS] (the "Company"), and [CANDIDATE NAME], residing at [CANDIDATE ADDRESS] (the "Candidate"). The Candidate is participating in an interview or evaluation process for the position of [POSITION TITLE] (the "Process"). During the Process, the Company may share non-public information so the Candidate can understand the role, evaluate the opportunity, and complete any exercises requested. The Candidate is not an employee, contractor, or agent of the Company by reason of this Agreement or of participation in the Process. This Agreement covers only the confidentiality of information shared during the Process and does not address employment terms, which would be set out in a separate offer letter or employment agreement if an offer is made.

2. 2. Definition of Confidential Information

"Confidential Information" means non-public information the Company shares with the Candidate during the Process, in any form, that is identified as confidential or that a reasonable person would recognize as confidential given its nature. It includes without limitation: unreleased products, features, designs, and roadmaps; source code, system architecture, and technical documentation shown or provided during a technical interview; customer names, contracts, usage data, and any real data used in an exercise; financial results, forecasts, funding plans, and valuation information; organizational plans, reorganizations, planned departures, and the existence of a confidential search; strategy documents, board materials, and partnership or acquisition discussions; and compensation structures and internal salary bands. Confidential Information does not include the general job description, the publicly posted role requirements, or information the Company publishes.

3. 3. Exclusions and Protected Activity

Confidential Information does not include information that: (a) is or becomes publicly available other than through a disclosure by the Candidate in breach of this Agreement; (b) was known to the Candidate before the Process without a duty of confidence; (c) is lawfully received from a third party who is free to disclose it; or (d) is independently developed by the Candidate without use of the Confidential Information. Nothing in this Agreement prevents the Candidate from discussing the terms and conditions of employment offered, including compensation, with any person, or from engaging in any activity protected by applicable labor and employment law. Nothing in this Agreement prevents the Candidate from reporting a suspected violation of law to a governmental agency, from participating in an agency investigation, or from responding truthfully to a lawful subpoena or court order, and no advance notice to the Company is required to do so. Nothing in this Agreement restricts the Candidate from disclosing conduct the Candidate reasonably believes to be unlawful discrimination, harassment, or retaliation.

4. 4. Obligations of the Candidate

The Candidate will keep the Confidential Information confidential and will use it only to evaluate and participate in the Process. The Candidate will not disclose Confidential Information to any current or prospective employer, colleague, recruiter, investor, journalist, or other third party, and will not post about it on any public or private online forum, group chat, or social media account. The Candidate may discuss the Confidential Information with an immediate family member or a personal advisor who agrees to keep it confidential, solely for the purpose of evaluating the opportunity. The Candidate will not record, photograph, screenshot, or copy any materials shown during the Process unless the Company gives permission, and will not remove any physical or electronic materials from Company premises or systems. The Candidate will notify [COMPANY CONTACT] promptly if the

Candidate becomes aware of any accidental disclosure.

5. 5. Confidentiality of the Process and the Role

The Candidate will keep confidential the fact that the Process is taking place, the identity of the individuals who participated in it, the existence and content of any offer, and the fact that the position exists, if the Company has identified the search as confidential. This restriction does not prevent the Candidate from disclosing that they are interviewing generally, from listing the Company in an application to another employer where required, from informing a current employer as required by an existing obligation, or from discussing the process with a recruiter or advisor representing the Candidate under a duty of confidence. The Company will likewise treat the application, résumé, references, and participation of the Candidate as confidential and will not disclose them to the current employer of the Candidate or to any third party without permission, except as required by law or as necessary for a background check the Candidate has authorized.

6. 6. Interview Materials, Exercises, and Work Samples

Any take-home exercise, case study, technical prompt, sample dataset, or evaluation material provided by the Company is Confidential Information, and the Candidate will not share it, publish it, or post it to a public repository or interview preparation site. The Candidate retains ownership of any original work product the Candidate creates in response to an exercise, and grants the Company a non-exclusive, royalty-free license to review, copy, and internally evaluate that work product for the purpose of the Process only. The Company will not use the work product of a Candidate in its own products, services, or operations, and will not use it for any commercial purpose, unless the Candidate agrees separately in writing and is compensated for it. Any work product created by the Candidate that incorporates Confidential Information of the Company will be returned or deleted as provided in Section 9 and may not be used in a portfolio or shared with another employer.

7. 7. Information Belonging to Other Employers

The Candidate will not disclose to the Company any confidential information or trade secret belonging to a current or former employer or to any other party, and will not bring any document, file, or device containing such information to any interview or exercise. The Company does not want and will not accept that information, and the Candidate should decline to answer any question that could not be answered without disclosing it. The Candidate represents that participating in the Process does not breach any agreement with a current or former employer, and will inform the Company of any confidentiality, non-solicitation, or non-competition obligation that could affect the role. If the Candidate becomes an employee, the Candidate will continue to honor valid obligations to prior employers.

8. 8. No Offer of Employment and No Relationship Created

This Agreement does not constitute an offer of employment, a promise of an offer, or a guarantee of any further step in the Process, and the Company may end the Process at any time for any reason or for no reason. The Candidate participates voluntarily and without compensation unless the Company agrees in writing to pay for a specific paid exercise or trial. No employment, contractor, agency, partnership, or joint venture relationship is created by this Agreement. If the Company extends an offer and the Candidate accepts, the employment relationship will be governed by the offer letter and any employment agreement, and any confidentiality obligations in those documents will replace this Agreement with respect to information covered by them. Nothing in this Agreement restricts the Candidate from applying to, interviewing with, or accepting employment with any other company, including a competitor of the Company.

9. 9. Return or Deletion of Materials

If the Candidate does not join the Company, or on written request by the Company at any time, the Candidate will promptly return or permanently delete all Confidential Information in their possession, including documents, exercise materials, sample datasets, downloaded files, screenshots, notes, and any copies. The Candidate will confirm in writing that this has been done if the Company asks. The Candidate is not required to delete personal notes recording their own impressions of the Process, general observations about the role, or communications about scheduling and compensation, provided those notes do not contain Confidential Information of the Company. Access granted to Company systems, repositories, or documents during the Process will be revoked by the Company at the end of the Process, and the Candidate will not attempt to access them afterward.

10. 10. Term of Confidentiality Obligations

This Agreement takes effect on the Effective Date and applies to Confidential Information disclosed during the Process. The confidentiality obligations continue for [CONFIDENTIALITY PERIOD, e.g., two years] from the date of disclosure, except that information constituting a trade secret under applicable law remains protected for as long as it qualifies as a trade secret. The obligation to keep the existence of a confidential search or an unannounced role confidential ends when the Company publicly announces the role or the related development, or after [ANNOUNCEMENT PERIOD, e.g., 12 months], whichever comes first. Ending the Process, whether by the Company or by the Candidate, does not release the Candidate from these obligations. This Agreement does not survive as an employment agreement if the Candidate is hired, and does not impose any post-employment restriction.

11. 11. No Restriction on Future Employment

Nothing in this Agreement restricts where the Candidate may work, what roles the Candidate may accept, or what industry the Candidate may work in, whether during or after the Process. This Agreement contains no non-competition covenant and no restriction on the Candidate soliciting or being employed alongside any person. The Candidate remains free to use the general knowledge, skills, and professional experience the Candidate possessed before the Process and that the Candidate develops afterward, and exposure to Confidential Information during an interview does not limit the ability of the Candidate to work in the same field. The only obligation of the Candidate is to refrain from using or disclosing the specific Confidential Information described in Section 2. The Company will not assert this Agreement to interfere with the employment of the Candidate elsewhere.

12. 12. Remedies

The Candidate acknowledges that unauthorized disclosure of Confidential Information could cause harm to the Company, and that the Company may seek injunctive or other equitable relief, in addition to any other remedy available at law, to prevent or stop an actual or threatened breach of this Agreement, subject to any bond required by the court. The Company must establish the requirements for such relief, and the Candidate does not concede in advance that any particular breach would cause irreparable harm. Neither Party will be liable to the other for indirect, incidental, consequential, or punitive damages arising out of this Agreement. Each Party will bear its own attorney fees and costs in any proceeding arising out of this Agreement unless a court orders otherwise. The Company will not seek any remedy for conduct protected under Section 3.

13. 13. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and any action will be brought in the state or federal courts located in [VENUE COUNTY AND STATE]. This Agreement is the entire agreement between the Parties regarding confidentiality in connection with the Process and supersedes any prior understanding on that subject; it may be amended only in a writing signed by both Parties. The Candidate may not assign this Agreement. If any provision is held unenforceable, it will be

narrowed to the minimum extent necessary and the remaining provisions will continue in effect. No failure to enforce a right operates as a waiver. This Agreement may be executed in counterparts, and an electronic signature has the same effect as an original signature.

14. 14. Signatures

By signing below, the Parties agree to the terms of this Agreement as of the Effective Date. The Candidate confirms having had the opportunity to read the Agreement and to ask questions before signing. COMPANY: [COMPANY NAME]. Signature: _____. Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CANDIDATE: Signature: _____. Printed Name: [CANDIDATE NAME]. Date: [DATE]. A copy of this signed Agreement will be provided to the Candidate.

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Several states limit what an employer may ask a job candidate to sign, restrict agreements that appear to silence reports of unlawful conduct, and regulate restrictive covenants imposed on prospective employees, and some jurisdictions require specific notice before a candidate is asked to sign. Review and adapt this document for the state where the candidate and the role are located, and consult a licensed employment attorney before using it. Use of this template does not create an attorney-client relationship with ScanContract.

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