
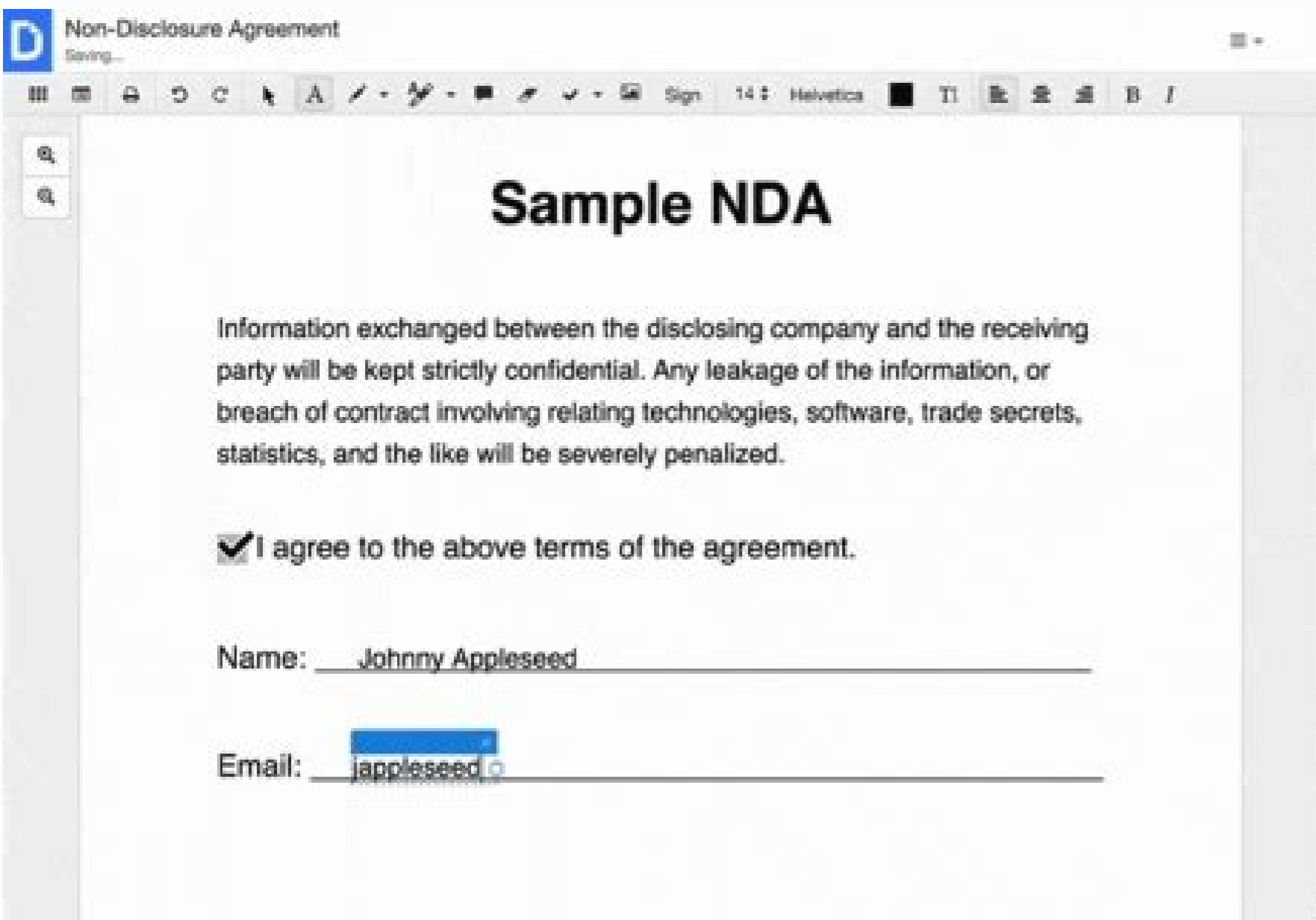


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## JOB INTERVIEW NON-DISCLOSURE AGREEMENT

This job interview non-disclosure agreement ("the Agreement") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ ("Company") and \_\_\_\_\_ ("Interviewee") with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_.

Whereas Interviewee wishes to be considered for the position of \_\_\_\_\_ with the Company,

Whereas Company wishes to consider the Interviewee for the position; and

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

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

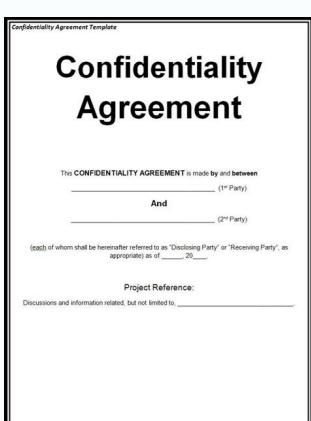
Now, Therefore, the parties hereto agree as follows:

### I. Definition of Confidential Information.

- A. Confidential or proprietary information ("Confidential Information") means 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.
- B. 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, and whether or not it is clearly marked as proprietary or confidential when disclosed or whether or not it is disclosed orally, electronically, or visually.

### II. Obligations: Communication and Use.

- 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 or to his/her client, 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.



**CONFIDENTIALITY, NON-COMPETITION,  
AND NON-SOLICITATION AGREEMENT**

This Confidentiality, Non-Competition, and Non-Solicitation Agreement ("Agreement") is made between \_\_\_\_\_ (the "Employee" or "you") and \_\_\_\_\_, a Georgia Corporation, ("\_\_\_\_\_"), along with its subsidiaries, parents, joint ventures, affiliated entities, and includes its successors and assigns or any such related entities (the "Company"). In consideration defined in Section 1 below, both parties agree as follows:

1. **Consideration.** In consideration of the Employee's execution of this Agreement, you shall hold the position of "\_\_\_\_\_" as an at-will employee of \_\_\_\_\_ and shall receive future wages and employment benefits, payment of which during the period of your employment is a condition of this Agreement. You acknowledge the receipt and sufficiency of this consideration.

2. **Restrictive Covenants.**

a. **Definitions:**

(1) "Business of the Company" means the highly competitive business of developing, manufacturing, marketing, distributing, and/or selling \_\_\_\_\_.

(2) "Competitive Business(es)" include any firm, partnership, joint venture, corporation and/or any other entity and/or person, \_\_\_\_\_ and/or any licensee of such entity, that develops, manufactures, markets, distributes, and/or sells any of the products described in Section 2.a.(1).

(3) Your "Job Duties" are those duties described in Exhibit A, attached hereto, as well as those duties as may from time-to-time reasonably be prescribed by the Company during the period of your employment with the Company.

(4) "Customers" means any firm, partnership, corporation and/or any other entity and/or person that purchased or purchases from the Company any of the products described in Section 2.a.(1).

(5) "Customer Prospects" means any firm, partnership, corporation and/or any other entity and/or person reasonably expected by the Company to purchase from the Company any of the products described in Section 2.a.(1).

(6) "Vendors" means any individual and/or entity that provides goods and services to the Company.

Use of Confidential Information. Nothing in this Agreement will convey a right, title, interest, or license in the Confidential Information to the receiving party. The Confidential Information will remain the exclusive property of the disclosing party. The Employee also will not use any of this proprietary information for the Employee's personal benefit at any time. This Agreement constitutes the Parties entire understanding of their rights and obligations. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing. No Exclusivity. Nothing in this Agreement will convey a right, title, interest, or license in the Confidential Information to the Employee. The Confidential Information will remain the exclusive property of the Employer. During the course of the Employer-Employee relationship, the Employee will have access to and learn of Employer's Confidential Information, including trade secrets, industry knowledge, and other confidential information. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable. Waiver. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. Relationship of the Parties. No Binding Agreement to Pursue Opportunity. The Parties agree they are exploring a potential Opportunity and sharing their Confidential Information is not a legal obligation to pursue the Opportunity. Either Party is free to terminate discussions or negotiations related to the Opportunity at any time. Term and Termination. During the course of this Agreement, the Parties will have access to and learn of each others' Confidential Information, including trade secrets, industry knowledge, and other confidential information. Confidential Information does not include information that: The receiving Party lawfully gained before the disclosing Party actually disclosed it; Is disclosed to the receiving Party by a third party who is not bound by a confidentiality agreement; Becomes available to the general public by no fault of the receiving Party; or Is required by law to be disclosed. In the event the Employee loses Confidential Information or inadvertently discloses Confidential Information, the Employee must notify the Employer within twenty-four (24) hours. As a result of this relationship, the Employee will receive and learn of the Employer's confidential and possibly proprietary information. Non-Disclosure and Confidentiality Agreement. This Non-Disclosure and Confidentiality Agreement (the "Agreement") is entered into \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ ("NAME") located at \_\_\_\_\_ and \_\_\_\_\_ ("NAME") located at \_\_\_\_\_. Also individually referred to as the "Party", and collectively the "Parties". General Assignment. The Parties may not assign their rights and/or obligations under this Agreement. Return of Confidential Information. IN CONSIDERATION OF the Employer-Employee relationship, and other good and valuable consideration, the Employee agrees as follows: Confidential Information. Ownership and Title. Assignment. The receiving Party may disclose the Confidential Information to its personnel on an as-needed basis. The personnel must be informed that the Confidential Information is confidential and the personnel must agree to be bound by the terms of this Agreement. The receiving Party is liable for any breach of this Agreement by their personnel. In the event a Party loses Confidential Information or inadvertently discloses Confidential Information, that Party must notify the other Party within twenty-four (24) hours. Choice of Law. This Agreement will be interpreted based on the laws of the State of \_\_\_\_\_, regardless of any conflict of law issues that may arise. The Parties agree that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the State of \_\_\_\_\_. This Agreement does not create a joint venture, partnership, or agency relationship between the Parties. The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. Independent Contractors. The confidential information ("Confidential Information") includes any information that is only known by the disclosing Party, and not known by the general public at the time it is disclosed, whether tangible or intangible, and through whatever means it is disclosed. The Employee must also take any and all steps necessary to recover the Confidential Information and prevent further unauthorized use. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties. Notices. Notices should be sent as follows: Employee \_\_\_\_\_ Employer \_\_\_\_\_ [Remainder of this page intentionally left blank. Signature page follows.] The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows: Employee Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_ Employer Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_ Related Contracts and Forms: \_\_\_\_\_

Photography Release Form and Sales Contract Template The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, partner, or employee of the other Party. General. The Employee will not share any of this proprietary information at any time. The Parties agree the Confidential Information is unique in nature and money damages will not adequately remedy the irreparable injury breach of this Agreement may cause the injured Party. The injured Party is entitled to seek injunctive relief, as well as any other remedies that are available in law and equity. IN CONSIDERATION OF disclosing and receiving confidential information, the Parties agree as follows: Confidential Information. Remedies. This section remains in full force and effect even after termination of the Employer-Employee relationship by its natural termination or early termination by either Party. The Parties may not assign their rights and/or obligations under this Agreement. The Parties will not share any of this proprietary information at any time. The Parties are interested in exploring a potential business opportunity (the "Opportunity"). In order to adequately evaluate whether the Parties would like to pursue the Opportunity, it is necessary for both Parties to exchange certain confidential information. Severability. Complete Contract. This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Disclaimer. The Employer does not represent or warrant the Confidential Information is correct and accurate or complete. Relationship of Parties. The Parties agree the Confidential Information is unique in nature and money damages will not adequately remedy the irreparable injury breach of this Agreement may cause the Employer. In the event of a breach of this Agreement, the Employer is entitled to seek disciplinary action, up to and including termination. The Employer may also seek injunctive relief, as well as any other remedies that are available in law and equity. That Party must also take any and all steps necessary to recover the Confidential Information and prevent further unauthorized use. All notices under this Agreement must be sent by email with return receipt requested or certified or registered mail with return receipt requested. This section remains in full force and effect even after termination of the Parties' relationship by its natural termination or early termination by either Party. Choice of Law. This Agreement will be interpreted based on the laws of the State of \_\_\_\_\_, regardless of any conflict of law issues that may arise. The Parties agree that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the State of \_\_\_\_\_. In the event the Employer-Employee relationship is terminated or upon request of the Employer, the Employee must return all tangible materials the Employee has that contain Confidential Information, including all electronic and hard copies within twenty-four (24) hours. This includes, but is not limited to, any notes, memos, drawings, doodles, summaries, excerpts and anything else the Employee has that is derived from the Confidential Information. Term and Termination. The confidential information ("Confidential Information") includes any information that is not known by the general public, whether tangible or intangible, and however disclosed. The Parties also will not use any of this proprietary information for the Employee's personal/business benefit at any time. Notices should be sent as follows: Name \_\_\_\_\_ Name \_\_\_\_\_ Date: \_\_\_\_\_ The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows: Name Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_ This Non-Disclosure and Confidentiality Agreement (the "Agreement") is entered into \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ (the "Employee") located at \_\_\_\_\_ and \_\_\_\_\_ (the "Employer") located at \_\_\_\_\_, also individually referred to as the "Party", and collectively the "Parties". Upon termination of this Agreement, the receiving party must return all tangible materials it has that contain the Confidential Information it received, including all electronic and hard copies. This includes, but is not limited to, any notes, memos, drawings, summaries, excerpts and anything else derived from the Confidential Information. In the event the Employee is required by law to disclose Confidential Information, the Employee must notify the Employer of the legal requirement to disclose within three (3) business days of learning of the requirement. Notices must be made in accordance with Section 8 of this Agreement. Use of Confidential Information. The Employer and the Employee have engaged in an Employer-Employee relationship. In the event a Party is required by law to disclose Confidential Information, that Party must notify the other Party of the legal requirement to disclose within three (3) business days of learning of the requirement. Notices must be made in accordance with Section 9 of this Agreement. This Agreement will go in effect beginning on the Effective Date stated above and will remain in effect indefinitely. Remedies. Complete Contract. This Agreement shall commence upon the Effective Date as stated above and continue until \_\_\_\_\_. Either Party may end this Agreement at any time by providing written notice to the other Party. The Parties' obligation to maintain confidentiality of all Confidential Information received during the term of this Agreement will remain in effect indefinitely. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

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