



Non-Disclosure Agreement

Name:	
Address:	
Address:	
Position:	
Date:	

Thank you for visiting Yelp Inc. In the course of your conversations with us, we may share confidential information with you. By signing below, you agree to these terms (the "Agreement"):

1 Confidential Information. "Confidential Information" means the information and materials that we make available to you in the course of the interview and hiring process, including but not limited to tangible, intangible, visual, electronic, present, or future information. You agree not to disclose Confidential Information to any third party for a period of three (3) years after the date of this Agreement.

2 Exceptions. Confidential Information does not include information which: (a) is now or hereafter becomes known or generally available to the public at large through no act or failure to act on your part; (b) you independently know at the time of receiving such information (as evidenced by its written and dated record), provided that the source of such information was not bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligation to us or any other party with respect to such information.

3 Legal Proceedings Requesting Disclosure. If you are ever compelled by legal process to disclose Confidential Information, you will provide us with prompt written notice so that we may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or if we waive compliance with these provisions, you agree to exercise your best efforts to obtain assurance that confidential treatment will be accorded to any Confidential Information that is disclosed under this provision. You may contact us at 140 New Montgomery, Floor 9, San Francisco, CA 94105, Attn: Yelp General Counsel.

4 Equitable Remedies. You acknowledge that monetary damages will not be a sufficient remedy for any breach of this Agreement, including, without limitation, unauthorized use or disclosure of Confidential Information, and that we will be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond.

5 Return of Confidential Information. Upon our request, you will promptly return all Confidential Information together with any copies, or certify in writing that all Confidential Information and copies thereof have been destroyed. Notwithstanding the return or destruction of Confidential Information, you will continue to be bound by this Agreement.

6 General. This Agreement shall be governed by the laws of the State of California, without reference to conflict laws principles. The exclusive venue for any dispute shall be in the state or federal courts within San Francisco County, California. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof. Any addition or modification to this Agreement must be in writing and signed by the parties hereto. If any provision of this Agreement is held unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect.

I, the undersigned, agree to the terms above:
