

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is made as of _____ ("**Effective Date**") between **SuccessFactors, Inc.**, a Delaware corporation having a principal place of business at 1500 Fashion Island Boulevard, Suite 300, San Mateo, CA 94404 ("**SuccessFactors**"), and _____, an individual residing at _____ ("**Recipient**").

SuccessFactors and Recipient desire to discuss and potentially enter into a business relationship (the "**Business Purpose**"). In connection with the Business Purpose, SuccessFactors and Recipient recognize that there is a need for SuccessFactors to disclose to Recipient certain confidential information of SuccessFactors to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the disclosure of such information by SuccessFactors, Recipient hereby agrees with SuccessFactors as follows:

1. For purposes of this Agreement, "**Confidential Information**" means any technical or business information disclosed by SuccessFactors to Recipient that: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (ii) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure; or (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary.

2. Confidential Information will not include any information that:

(i) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of Recipient;

(ii) was known by Recipient prior to receiving such information from SuccessFactors and without restriction as to use or disclosure;

(iii) is rightfully acquired by Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or

(iv) is independently developed by Recipient without access to any Confidential Information.

3. Recipient agrees: (i) to maintain all Confidential Information in strict confidence; (ii) not to disclose Confidential Information to any third parties; and (iii) not to use Confidential Information for any purpose except for the Business Purpose (including trading on such information). Recipient may disclose Confidential Information to its advisors who have a bona fide need to know such Confidential Information for the Business Purpose, but solely to the extent necessary to pursue the Business Purpose, and for no other purpose; provided that each such advisor first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement. The provisions of this Section 3 will not restrict Recipient from disclosing Confidential Information to the extent required by any law or regulation; provided that Recipient uses its reasonable efforts to give SuccessFactors reasonable advance notice of such required disclosure in order to enable SuccessFactors to prevent or limit such disclosure.

4. Upon SuccessFactors' request, Recipient will promptly return to SuccessFactors all tangible items or embodiments containing or consisting of Confidential Information and all copies thereof (including electronic copies).

5. All Confidential Information remains the sole and exclusive property of SuccessFactors. Recipient acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to Recipient, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of SuccessFactors, except as specified in this Agreement.

6. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS".

7. Recipient acknowledges that the unauthorized use or disclosure of any Confidential Information would cause SuccessFactors to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, Recipient acknowledges that SuccessFactors will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights or remedies that it may have at law or otherwise.

8. This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of California (excluding its body of law controlling conflicts of law). Any dispute hereunder shall be subject to the exclusive jurisdiction of the courts located in San Mateo County, California. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Recipient may not assign this Agreement, in whole or in part, without SuccessFactors' prior written consent, and any attempted assignment without such consent will be void.

9. This Agreement will commence on the date first set forth above and will remain in effect for five (5) years from the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement:

SUCCESSFACTORS, INC.

RECIPIENT:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____