

Confidentiality Agreement



THIS AGREEMENT is made and entered into as of _____
by and between Postal Palm Springs, (the "Employer"), located at 1717 E Vista Chino, A7, Palm
Springs, CA 92262, and _____, (the "Employee").

Postal Palm Springs LLC is engaged in Retail, Mail, Shipping and other Services.

Throughout the duration of this Agreement, the Employer may deem it necessary to disclose or share certain proprietary information with the Employee. Therefore, in consideration of the mutual promises and covenants contained within this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties hereto agree as follows:

IN CONSIDERATION OF and as a condition of the Employer employing the Employee and the Employer providing the Confidential Information to the Employee in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

For all intents and purposes of this Agreement, "Confidential Information" shall mean and include any data or information that is deemed proprietary to the Employer and that which is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed.

1. All written and oral information and materials disclosed or provided by the Employer to the Employee under this Agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this Agreement or how it was provided to the Employee.
2. The Employee acknowledges that in any position the Employee may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Employer and which information is the exclusive property of the Employer.
3. 'Confidential Information' means all data and information relating to the business and management of the Employer, including but not limited to, the following:
 - a. 'Business Operations' which includes internal personnel and financial information of the Employer, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by the Employer, and the manner and methods of conducting the Employer's business, any form of marketing plan, strategies, financial information or projections, operations, sales quotes or estimates, business plans, performance results which may be related to the past, present and/or future business activities of said party, its subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific, technical or data information, invention, design,



process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, knowledge, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, trademarks and copyrights; and (v) any other information that should reasonably be recognized as confidential information of the Employer. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Employee acknowledges that the Confidential Information is proprietary to the Employer, has been developed and obtained through great efforts by the Employer and, as such, the Employer regards all of its Confidential Information as trade secrets;

- b. 'Customer Information' which includes names of customers of the Employer, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Employer, and all data and information obtained through the normal course of business and while providing services to the Customer;
- c. 'Intellectual Property' which includes information relating to the Employer's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
- d. 'Service Information' which includes all data and information relating to the services provided by the Employer, including but not limited to, plans, schedules, manpower, inspection, and training information;
- e. 'Product Information' which includes all specifications for products of the Employer as well as work product resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development;
- f. 'Production Processes' which includes processes used in the creation, production and manufacturing of the work product of the Employer, including but not limited to, formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;
- g. 'Accounting Information' which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow



reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of the Employer;

- h. 'Marketing and Development Information' which includes marketing and development plans of the Employer, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Employer which have been or are being discussed;
- i. 'Computer Technology' which includes all scientific and technical information or material of the Employer, pertaining to any machine, appliance or process, including but not limited to, specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;
- j. 'Proprietary Computer Code' which includes all sets of statements, instructions or programs of the Employer, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ('Computer Programs'); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs; and
- k. Confidential Information will also include any information that has been disclosed by a third party to the Employer and is protected by a Confidentiality Agreement entered into between the third party and the Employer.

4. Confidential Information will not include the following information:

- a. Information that is generally known in the industry of the Employer;
- b. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
- c. Information rightly in the possession of the Employee prior to receiving the Confidential Information from the Employer;
- d. Information that is independently created by the Employee without direct or indirect use of the Confidential Information; or
- e. Information that the Employee rightfully obtains from a third party who has the right to transfer or disclose it.



Notwithstanding anything in the foregoing statement to the contrary, Confidential Information shall not include any such information which: (i) was known by the Employee prior to receiving the Confidential Information from the Employer; (ii) becomes rightfully known to the Employee from a third party source not known, after diligent inquiry, by the Employee to be under an obligation to the Employer to maintain confidentiality; (iii) is or shall become publicly available through no fault or failure to act by the Employee in breach of this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of Compelled Disclosure shall apply prior to any disclosure being made; and (v) is or has been independently developed by employees, consultants or agents of the Employee without violation of the herein contained terms and conditions of this Agreement or reference or access to any Confidential Information; (vi) information the Employer shares with others in a non-confidential setting no longer has to be kept by confidential by the Employee under the CONFIDENTIALITY AGREEMENT.

Confidential Information Disclosure

The Employer may deem it necessary, from time to time, to disclose or make available to the Employee Confidential Information. It shall then become the responsibility of the Employee to: (i) limit the disclosure of any Confidential Information belonging to the Employer to the Employee's directors, officers, employees, agents or representatives (collectively herein referred to as "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (ii) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth herein this Agreement and require such Representatives to keep the Confidential Information confidential; (iii) shall keep all Confidential Information strictly confidential by way of exercising a reasonable degree of care, but not less than the degree of care that the Employee would exercise in safeguarding their own confidential information; and (iv) not disclose any Confidential Information received to any third parties, unless otherwise provided for herein this Agreement.

Therefore, each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

Confidential Information Usage

The Employee herein agrees to make use of the Confidential Information solely for the purpose and in connection with the current or contemplated business relationship between both parties and not for any purpose other than that which has been stipulated and contained herein this Agreement, unless otherwise authorized by prior written consent by an authorized representative of the Employer. There shall be no other right or license, whether expressed or implied, in the Confidential Information granted to the Employee hereunder. Ownership and title to the Confidential Information shall remain solely with the Employer, any and all use of the Confidential Information by the Employee shall be solely for the benefit of the Employer, and any type or manner of improvements or modifications thereof by the Employee shall remain the sole property of the Employer. There shall be nothing herein contained that would be intended to modify the parties' existing agreement that the parties' discussions in furtherance of a potential business relationship shall herein be governed by Federal Rule of Evidence 408 – Compromise Offers and Negotiations.



Induced Disclosure of Confidential Information

Notwithstanding anything in the foregoing clauses to the contrary, the Employee may be compelled to disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Employee promptly notifies, to the extent feasible, the Employer in writing of any such demand for disclosure so that the Employer, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Employee's business (not targeted at Employer), the Employee may promptly comply with such request provided the Employee provides (if permitted by such regulator) the Employer prompt notice of such disclosure. The Employee agrees that it shall not oppose and shall cooperate with efforts by, to the extent feasible, the Employer with any such request for a protective order or other relief. Notwithstanding the foregoing, if the Employer is unable to obtain or does not seek a protective order and the Employee is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

Independent Development

Employee may currently or in the future be developing information internally, or receiving information internally, or receiving information from other parties that may be similar to the Employer's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Employee will not develop or have developed products or services, that, without violation of this Agreement, might compete with the products or systems contemplated by the Employer's Confidential Information.

Term

The herein contained Agreement shall remain in effect . Notwithstanding the foregoing, the parties' duties to maintain in confidence any and all Confidential Information that may have been disclosed during the term shall thus remain in effect indefinitely.

No Warranty

All Confidential Information is provided by Employer "AS IS" and without any warranty, express, implied or otherwise, regarding the Confidential Information's completeness, accuracy or performance.

Remedies

Both parties to this Agreement acknowledge and agree that the Confidential Information hereunder this Agreement is of a unique and valuable nature, and that the unauthorized distribution or broadcasting of the Confidential Information could have the potential to destroy and, at the very least, diminish the value of such information. The damages that the Employer could sustain as a direct result of the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Employer shall be entitled to claim injunctive relief that would prevent the dissemination of any Confidential Information that would be in violation of the terms set forth herein this Agreement. Any such injunctive relief provided shall be in addition to any other available remedies hereunder, whether at law or in equity. The Employer shall be entitled to recover any sustained costs and/or fees, including, but not limited to, any reasonable attorney's fees



which may be incurred while attempting to obtain any such relief. Furthermore, in the event of any litigation which may be related to this Agreement, the prevailing party shall be entitled to recover any such reasonable attorney's fees and expenses incurred.

Return of Confidential Information

Upon completion/expiration or termination of this Agreement, the Employee shall immediately return and deliver to the Employer all tangible material and/or information representing or exemplifying the Confidential Information provided hereunder and all notes, summaries, memoranda, Confidentiality Agreement, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents, materials, notes or copies ("Notes") which may have been converted to any computerized media in the form of any image, data or word processing files either manually or by image capture or any other form of work product that may be based on or include any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of this Agreement or (ii) at such time as the Employer may so request; provided however that the Employee may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, with the prior written consent of the Employer, the Employee may immediately destroy (in the case of Notes, at the Employee's sole discretion) any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Employer supervising the destruction of the material and or information.

Notice of Breach

The Employee shall immediately notify the Employer upon discovering any unauthorized use or disclosure of Confidential Information by the Employee or its Representatives, or any other breach of this Agreement by the Employee or its Representatives, and will cooperate with any efforts by the Employer to assist the Employer to regain the possession of its Confidential Information and thus prevent its further unauthorized use.

No Legally Binding Agreement for Transaction

Both parties hereby agree that neither party shall be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that each party herein reserves the right, in their sole and absolute discretion, to reject any and/or all proposals and to terminate discussions and negotiations with respect to any Transaction at any time. This Agreement does not create or constitute a joint venture or partnership between the parties. In the event that a Transaction should go forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. Should and such provision not be provided or stipulated in said transaction documents, then this Agreement shall be the controlling instrument.

Warranty

Each party herein warrants that it has the right and authorization to make such disclosures under this Agreement. NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavor to include in the Confidential Information any and all information that they each believe relevant for the purpose of



the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Employer. Furthermore, neither party is under any obligation contained within this Agreement to disclose any Confidential Information it chooses not to disclose. Neither party hereto shall have any liability to the other party, or to the other party's Representatives, resulting from any use of the Confidential Information except with respect to the disclosure of such Confidential Information in violation of this Agreement.

Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by written amendment signed by the party against whom such enforcement is sought.

Governing Laws

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of or any applicable federal laws or statutes applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

Waiver of Contractual Right

Any such failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

Severability

Although the restrictions herein contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

Notices

Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, emailed, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the aforementioned address of the other party, or any such other address or addressee as may be furnished by a party in accordance with this paragraph. All such notices or communication shall be deemed to have been given and received (i) in the case of personal delivery or email, on the date of said delivery, (ii) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch, and (iii) in the case of mailing, on the seventh business day following such mailing.

Transfer or Assign

Confidentiality Agreement



This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent shall not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

Miscellaneous

The receipt of Confidential Information pursuant to this Agreement shall not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other, or (ii) providing products or services to other who compete with the other.

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the aforementioned effective date.

Employee:

Signature

Print Name