

## NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT is made and entered into as of \_\_\_\_\_, \_\_\_\_\_ between Stamps.com Inc., a Delaware corporation with an address of 1990 E. Grand Avenue, El Segundo, CA 90245, including any parent, affiliates, or subsidiaries, as the case may be ("Stamps.com"), and \_\_\_\_\_, a \_\_\_\_\_ corporation with an address of \_\_\_\_\_ (the "Receiving Party").

1. Purpose. Stamps.com and Receiving Party wish to explore a business opportunity of mutual interest and in connection with this opportunity, Stamps.com may disclose to the Receiving Party certain confidential technical and business information which Stamps.com desires the Receiving Party to treat as confidential.

2. "Confidential Information" means any information disclosed by Stamps.com to the Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment). Confidential Information shall include without limitation technical data, trade secrets and know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers, prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information. Information communicated orally shall be considered Confidential Information. Confidential Information may also include information disclosed to Stamps.com by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Stamps.com; (ii) becomes publicly known and made generally available after disclosure by Stamps.com to the Receiving Party through no action or inaction of the Receiving Party; or (iii) is in the possession of the Receiving Party, without confidentiality restrictions, at the time of disclosure by Stamps.com as shown by the Receiving Party's files and records immediately prior to the time of disclosure.

3. Non-use and Non-disclosure. The Receiving Party agrees not to use any Confidential Information of Stamps.com for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. The Receiving Party agrees not to disclose any Confidential Information of Stamps.com to third parties or to the Receiving Party's employees, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Stamps.com's Confidential Information and which are provided to the Receiving Party hereunder. The Receiving Party may disclose Confidential Information if required by law or by court or governmental order or process; provided that, to the extent legally permitted, the Receiving Party must first give Stamps.com prompt written notice of such requirement to permit Stamps.com to seek a protective order or other appropriate relief. In the event that such protective order or other remedy is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information which the Receiving Party's counsel advises is legally required to be disclosed.

4. Maintenance of Confidentiality. The Receiving Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of Stamps.com. Without limiting the foregoing, the Receiving Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of Stamps.com have signed a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Receiving Party shall not make any copies of the Confidential Information of Stamps.com unless the same are previously approved in writing by Stamps.com. The Receiving Party shall reproduce Stamps.com's proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." STAMPS.COM MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY OR COMPLETENESS OF ANY CONFIDENTIAL INFORMATION.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by Stamps.com to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of Stamps.com and shall be promptly returned to Stamps.com or irretrievably destroyed upon written request.

7. No License. Nothing in this Agreement is intended to grant any rights to the Receiving Party under any intellectual property of Stamps.com, whether implied or expressed, nor shall this Agreement grant any party any rights in or to the Confidential Information of Stamps.com except as expressly set forth herein.

8. Non-Solicitation of Stamps.com Employees. The Receiving Party acknowledges that Stamps.com has expended time, effort and great expense in training its technicians, representatives or employees. In the absence of Stamps.com's written consent and for a period of twelve (12) months after the termination of this Agreement, the Receiving Party agrees that it will not solicit, recruit or hire, or attempt to solicit, recruit or hire, directly or by affirmatively assisting others, any employee of Stamps.com. The Receiving Party agrees to pay Stamps.com, as liquidated damages and not as a penalty, a sum equal to twelve (12) months pay for each hired Stamps.com employee without Stamps.com's written consent at the rate paid by Stamps.com for the last full month of employment.

9. Term. The obligations of the Receiving Party hereunder shall survive until such time as all Confidential Information of Stamps.com disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Receiving Party.

10. Remedies. The Receiving Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to Stamps.com, entitling Stamps.com to seek injunctive relief in addition to all legal remedies. Furthermore, Stamps.com shall be entitled to obtain equitable relief, including injunctive relief and specific performance, against the threatened breach of this Agreement or the continuation of any breach by the Receiving Party, in addition to all other legal remedies, without the necessity of proving actual damages, and without the requirement of posting any bond or other security.

11. Receiving Party Information. Stamps.com does not wish to receive any confidential information from the Receiving Party, and Stamps.com assumes no obligation, either express or implied, with respect to any information disclosed by the Receiving Party.

12. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

13. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in Los Angeles County, California. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. If any provision of this Agreement shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law.

STAMPS.COM INC.

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_