

PROPRIETARY INFORMATION AGREEMENT
Green Apple Lifestyle, Inc. (GAL)

This Proprietary Information Agreement ("Agreement") is entered into on 10/30/2017, by and between Green Apple Lifestyle, Inc. ("Company"), a California Corporation with its principal place of business at 1601 North Sepulveda Boulevard, No. 397 Manhattan Beach, CA 90266, and Julie Ho, an individual with a principal place of business located at 814 Manley Drive, San Gabriel, CA 91776.

1. DEFINITIONS. The following definitions apply to this Agreement:

1.1. "Company" means Green Apple Lifestyle, Inc.

1.2. "Recipient" means Julie Ho who is an independent contractor.

1.3. "Confidential Information" means information, from any source, that is used in Company's business and is:

- (a) proprietary to Company;
- (b) gives Company a competitive advantage or the opportunity to obtain a competitive advantage;
- (c) designated by Company as confidential or secret or that should reasonably be assumed by Recipient to be confidential or secret; or
- (d) not generally known to the public.

Confidential information does not include any information that:

- (a) is already lawfully in possession of Recipient (unless received pursuant to a nondisclosure agreement);
- (b) is or becomes generally available to the public through no fault of Recipient;
- (c) is disclosed to Recipient by a third party who may transfer or disclose such information without restriction;
- (d) is required to be disclosed by Recipient as a matter of law provided that Recipient will use all reasonable efforts to provide Company with prior notice of such disclosure and to obtain a protective order therefor;
- (e) is disclosed by Recipient with Company's approval; or
- (f) is independently developed by Recipient without any use of confidential information. In all cases, Recipient will use all reasonable efforts to give Company ten (10) days' prior written notice of any disclosure of confidential information.

Examples of confidential information include, without limitation:

1.3.1. Company's personnel and financial information, vendor names and information, product cost information, and operational and procedural manuals.

1.3.2. Company's proprietary computer software of any type, whether in source code, object code, annotations, coding notes, or any other form, in any stage of research and development, production, or manufacture.

1.3.3. Information relating to any of Company's proprietary rights or information, information concerning product research and development, including technical, engineering, or production data, test data or results, and information concerning Company's efforts to acquire, protect, and license proprietary rights.

1.3.4. Company's price, cost and fee data, pricing and billing policies, data, forecasts, plans, and strategies for all aspects of Company operations, marketing, and sales, whether or not in effect.

1.3.5. The names and all other information concerning the Company's mailing lists (mailchimp), customers or vendors, including customer and vendor lists, and all data relating to the type, quantity, specifications, and price of Company products and/or services received or provided by any customer or vendor.

1.3.6. Any and all work product created by Recipient relating to or resulting from the engagement of Recipient by Company including, without limitation, all notes, research, drafts, and final product.

1.4. "Project" means the work that is the subject matter of the agreement between Company and Recipient, dated ____10/30/2017____

2. COVENANT TO MAINTAIN CONFIDENTIALITY. Recipient hereby covenants and agrees as follows:

2.1. **Nondisclosure.** Recipient will not disclose Confidential Information to any person or entity: other than as necessary to carry out the Project without first obtaining Company's written consent. Recipient shall also take all reasonable precautions to prevent inadvertent disclosure of any Confidential Information.

2.2. **No Use, Copying, or Transfer.** Recipient will not use, copy, or transfer Confidential Information other than as necessary to carry out the Project, without first obtaining Company's written consent. Recipient will also take all reasonable precautions to prevent inadvertent use, copying, or transfer of Confidential Information. Use, transfer, or copying of Confidential Information includes, but is not limited to, selling or licensing any products or services that contain or are derived from Confidential Information.

2.3. **No Use of Name or Mark.** Recipient agrees not to use Company's name, trademark, service mark, or any other name under which Company is known or does business, for any purpose or activity unrelated to the Project or to the business purposes of Company without Company's prior written consent. Consent may be withheld in Company's absolute discretion.

3. **REMEDIES.** It is hereby understood and agreed that, in the event of a breach by Recipient of any of the covenants contained in this Agreement, damages are an inadequate remedy. Any breach will cause Company irreparable injury and damage and Recipient therefore agrees that Company is entitled to seek injunctive and equitable relief in addition to all other remedies available to it by law, in the event of a breach or anticipated breach by Recipient of any of the terms of this Agreement.

4. GENERAL PROVISIONS.

4.1. **Entire Agreement.** This Agreement embodies the final and complete understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter contained in this Agreement. This Agreement may not be modified or amended except in a writing signed by each contracting party.

4.2. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.3. **Severability.** In case any provision of this Agreement shall, for any reason, be held to be invalid, unenforceable, or illegal, such provision shall be severed from this Agreement, and such invalidity, unenforceability, or illegality shall not affect any other provisions of this Agreement.

4.4. **Waiver.** No waiver by Company of any breach by Recipient of any of the provisions of this Agreement shall be deemed a waiver of any preceding or subsequent breach. No waiver is effective unless written and then only to the extent set forth in the writing.

4.5. **Attorney's Fees.** In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs./


4.6. **Effective Date.** This Agreement is effective as of _____10/30/2017_____.

COMPANY:

By:_____

Cristofer Smith, President Green Apple Lifestyle, Inc.

RECIPIENT(s):



Julie Ho, Contractor