

Egencie, Inc. (DBA: FreshinUp and Freshify)
Timothy J. Baio, President
30 West Mifflin Street, Suite 605
Madison, WI, 53703

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

In connection with your interest FreshinUp/Freshify Services (“Service to be Provided”) to your company (collectively, the “Company”), on the one hand, and FreshinUp/Freshify (“FS”) or collectively the ‘Parties’, on the other hand, need to exchange information related to the Service to be Provided. All such information (whether oral or contained on written or other tangible medium) furnished (whether before or after the date hereof) by the Parties and their directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents (collectively, “the ‘Parties Representatives’”) to the other Party, their affiliates or ‘Party affiliates’ respective general partners, managers, managing members, directors, officers, employees, representatives or agents (collectively, “Party Representatives”), and all analyses, compilations, studies, memoranda, notes or other documents prepared by the Parties Representatives in connection with the Service to be Provided, which contains or reflects any such information, is hereinafter referred to as the “Information”. The term Information will not, however, include information that (i) is already in the Parties or the ‘Parties Representatives’ possession without, to their knowledge, a breach of another confidentiality agreement or duty of confidentiality, (ii) is or becomes publicly available other than as a result of a disclosure by the Parties or the Parties Representatives in breach of this letter agreement or other duty of confidentiality owed to the either Party, (iii) is or becomes available to either Party or the Party Representatives on a non-confidential basis from a source (other than the Parties or the Party Representatives) that, to each Parties knowledge, is not prohibited from disclosing such information to either Party by a legal, contractual or fiduciary obligation to the other Party, or (iv) is independently developed by the Parties or their Representatives without violating each other’s obligations under this letter agreement.

Accordingly, the Parties hereby agree that:

1. They (i) will keep the Information strictly confidential and will not (except as otherwise provided herein or as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without the other’s prior written consent, disclose any Information in any manner whatsoever, and (ii) will not use any Information other than solely in connection with their own consideration and evaluation of the Service to be Provided; provided, however, that the Parties may reveal the Information to their Representatives (a) who need to know the Information for the purpose of consideration and evaluation of the Service to be Provided, and (b) who are informed by the Party of the confidential nature of the Information. The Parties will direct their Representatives to observe the terms of this letter agreement applicable to Representatives, and each Party will be responsible for any breach of this letter agreement by any of their Representatives.
2. The Parties or their Party Representatives will not (except as otherwise provided herein or as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without each other’s prior written consent, disclose to any person the fact that the Information exists or has been made available.
3. In the event that the Parties or their Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Information, the Parties will, to the extent not expressly prohibited by applicable law, regulation or legal process, notify each other as promptly as practicable so that either may seek a protective order or other appropriate remedy or, in our sole discretion, waive, in whole or in part, compliance with the terms of this letter agreement, or at the

Company's request use commercially reasonable efforts to resist or narrow such request. In the event that no such protective order or other remedy is obtained, or to the extent that the other Party does not waive compliance with the terms of this letter agreement, the other will furnish only that portion of the Information which they are advised by legal counsel is legally required and will exercise all commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information. Notwithstanding the foregoing, notice to the other Party shall not be required where disclosure is in connection with a routine audit or examination by, or a blanket document request from, a governmental or regulatory authority having or claiming to have authority to regulate or oversee the Parties business, provided that each inform such governmental or regulatory authority of the confidential nature of the Information, the Party requests confidential treatment thereof and each uses commercially reasonable efforts to narrow to the extent practicable the scope of the Information so provided.

4. If the Service to be Provided is not contracted with the Company, and upon the written request of the either Party or any of their Representatives at any time, the Parties will either (i) promptly destroy all Information on any tangible medium in the Parties or the 'Party Representatives' possession and confirm such destruction to each other in writing and erase any Information contained on computer systems (except as required to be retained by applicable law) and confirm such erasure to the other in writing; or (ii) promptly deliver to the other Party at their own expense all tangible media containing Information in the Party or the 'Parties Representatives' possession, erase any Information contained on computer systems and instruct Representatives to erase any Information contained on their computer systems (except, in any such case, as required to be retained by applicable law or regulation) and confirm such erasure to the other Party in writing. Notwithstanding anything to the contrary in this letter agreement, the Parties and the Parties Representatives shall be entitled to retain copies of Information required in order to comply with any legal, regulatory or internal compliance, risk management or document retention requirements. Any Information that cannot be returned or destroyed (such as oral Information or Information the retention of which is required as contemplated by the immediately preceding sentence) shall remain confidential, subject to the terms of this letter agreement so long as retained by the Parties and their Representatives.
6. The Parties agree that, for a period of two (2) years from the date of this letter agreement, they will not, directly or indirectly, solicit for employment any employee of the other or any of its affiliates with whom they have had contact or who became known to them in connection with the consideration of the Service to be Provided.
7. The Parties agree that in relation to the Parties consideration of the Service to be Provided, at any time without prior notice to anyone, either Party may reject or cancel any and all proposals made by either Party with regard to the Service to be Provided, and may terminate discussions and negotiations with either Party at any time and for any reason. Unless and until a written definitive agreement between FS and the Company concerning the Service to be Provided has been fully executed (and then, only to the extent set forth therein), neither the Company nor any of their Representatives will be deemed to have made any representation or warranty or commitment, or have any liability to FS with respect to the Service to be Provided or any information provided to FS by the Company or on its behalf, whether by virtue of this letter agreement, any other written or oral expression with respect to the Service to be Provided or otherwise.
8. The Parties acknowledge that remedies at law may be inadequate to protect either against any actual or threatened breach of this letter agreement by the Parties or their Representatives, and, without prejudice to any other rights and remedies otherwise available to the Parties, they agree that neither shall be entitled, without proof of actual damages, to seek injunctive relief, and shall not object to such

injunctive relief on the basis that another form of equitable or legal remedy is appropriate or available. In the event of litigation relating to this letter agreement, if a court of competent jurisdiction determines that this letter agreement has been breached by either Party or their Representatives, then the other will reimburse the other for its costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred in connection with all such litigation.

9. The Parties agree that no failure or delay by either in exercising any right, power or privilege of such party hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
10. EACH PARTY HERETO WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING FROM A DISPUTE SOLELY BETWEEN THEM RELATING TO THIS LETTER AGREEMENT.
11. This letter agreement will be governed by and construed in accordance with the laws of the State of Wisconsin applicable to contracts between residents of that State and executed in and to be performed in that State.
12. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. No delay or omission by the Parties in exercising any right under this letter agreement shall operate as a waiver of that or any other right. No waiver of any breach of any provision of this agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the Parties.
13. If any provision of this letter agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. The parties intend that the provisions of this letter agreement be enforced to the fullest extent permitted by law. Accordingly, the parties agree that if any provisions are deemed unenforceable, they shall be deemed modified to the extent necessary to make them enforceable.
14. This letter agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this letter agreement or waiver of the terms and conditions hereof shall be binding upon either party unless reduced in writing and signed by all parties hereto.
15. Except as expressly set forth herein, this letter agreement and the obligations set forth herein shall survive and continue in full force and effect for a period of three (3) years following the date hereof; provided that such termination shall not relieve any party from liability for any breach of this letter agreement prior to such termination.
16. This letter agreement shall be independent of, and this letter agreement shall survive (unless otherwise expressly agreed), the execution of any further documents or agreements between the parties hereto (other than definitive agreements relating to the Service to be Provided), and this letter agreement shall apply to all Information, whether disclosed before or after its execution.
17. This letter agreement may be executed in counterparts, which may be delivered via electronic means and each of which shall be deemed an original, but all of which taken together shall constitute a single agreement.

[Signature Page Follows.]

Please confirm your agreement with the foregoing by signing and returning to the undersigned a copy of this letter agreement.

Very truly yours,

EGENCIE, INC. (DBA FRESHINUP) (DBA FRESHIFY)

By:

Name: Timothy Baio
Title: President

Accepted and Agreed as of _____.

Egencie, Inc. (DBA: FreshinUp and Freshify)

By: _____
Name: Timothy J. Baio
Title: President

Company: _____

By: _____
Name: _____
Title: _____