

## WORKING TOGETHER & CONFIDENTIALITY AGREEMENT

**We are about to work together to change the way the world sees, evaluates, and eats food! Because the law requires certain paperwork for us to do it right, this Working Together & Confidentiality Agreement (Agreement) is the start of our business relationship. As such below you'll find the terms that will protect us both as we move forward and into a Plantricious world.**

**THIS AGREEMENT** dated below is between Plantricious, LLC, a Missouri limited liability company, known as "**Plantricious**," and you or your company, known as "**Company**." In this Agreement, we sometimes refer to each of us as a "**Party**" and jointly as the "**Parties**."

**1. Purpose.** The Parties wish to explore a possible business relationship where Company would become a licensee of Plantricious and of its trademarks and service marks ("Plantricious Marks") to indicate that certain consumer food products meet certain plant nutrition guidelines independently established by Plantricious to further Plantricious' mission of making it easier for people to make plant-based healthy nutritious choices. This possible business relationship is referred to as the "**Relationship**" and each Party may disclose ("**Disclosing Party**") its Confidential Information (as defined below) to the other ("**Receiving Party**"). The terms and conditions of the disclosure of this Confidential Information shall be governed by this Agreement.

**2. Definition of Confidential Information.** "**Confidential Information**" means any information, technical data, or know-how, including, but not limited to, that which relates to business plans, financial projections, agreements with third parties, patents, patent applications, trade secrets, research, product plans, products, services, suppliers, customers, prices and costs, markets, software, developments, inventions, processes, technology, designs, drawings, engineering, hardware configuration, marketing, licenses, budgets, or finances of Disclosing Party (and/or, with respect to Plantricious as Disclosing Party) that is disclosed by Disclosing Party to Receiving Party or that is otherwise learned by Receiving Party in the course of its discussions or business dealings with, or its physical or electronic access to the premises of, Disclosing Party, and that has been identified as being proprietary and/or confidential. Without limiting the foregoing, Plantricious' Confidential Information shall include the terms and conditions of the License Agreement for Plantricious Certification made available to Company and any modifications thereto, the pricing structure, and cost allocations of the proposed Relationship, and any feedback from Plantricious regarding Plantricious' evaluation of Company's products and application to become a licensee of Plantricious Marks. Confidential Information also includes all information concerning the existence and progress of the Parties' dealings. Confidential Information does not include information, technical data, or know-how that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to Receiving Party prior to its receipt from Disclosing Party; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; (iv) consists of the recipes or ingredients of, or labeling information for, products submitted to Plantricious or Food is Good, Inc. ("**FIG**") for review ("**Ingredient and Labeling Information**") subject to the limitations below and only once approved or verified by Plantricious or FIG; or (v) can be shown by documentation to have been developed by Receiving Party without reference to any Confidential Information.

**3. Use of Confidential Information.** Each Party agrees not to use any Confidential Information disclosed to it by the other Party for its own use or for any purpose other than to carry out discussions concerning, or the undertaking of, the Relationship. Each Party will restrict the possession, knowledge, development, and use of Confidential Information to its (and, with respect to Plantricious or FIG as a Receiving Party) employees, agents, contractors, subcontractors, consultants, and entities that it controls or that control it (collectively, "**Personnel**") who have a need to know Confidential Information in connection with the purposes stated herein. Personnel will have access only to the Confidential

Information they need for such purposes. Each Party will ensure that its Personnel comply with this Agreement and will promptly notify the other Party of any breach of this Agreement. Each Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other Party to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, those measures that Receiving Party uses to protect its own Confidential Information, which shall be no less than reasonable care. Each Party agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of Disclosing Party. Company acknowledges that Plantricious has an ongoing duty to inform the public about chemicals used in consumer products that raise a public health and environmental concern and, accordingly, that any Ingredient Labeling Information for products submitted for inclusion in Plantricious and/or FIG's database(s). Notwithstanding anything to the contrary, Company's Confidential Information that does not consist of Ingredient and Labeling Information (such as Confidential Information relating to the Company's finances or manufacturing processes) shall be governed by the confidentiality restrictions and other provisions of this Agreement. In fact, Company acknowledges and agrees that any and all recipes and/or products of Company that are being considered for and/or have been deemed certified by Plantricious and/or verified by FIG may be disclosed publicly, including, but not limited to, posting such products and their information on FIG's app, or posting recipes or ingredients on Plantricious Pinterest boards, social media, and/or website upon mutual agreement of the Parties.

**4. Return of Materials.** Disclosing Party acknowledges and agrees that Plantricious and/or FIG will not return any Confidential Information or other materials submitted to Plantricious by Disclosing Party.

**5. Compliance with Laws.** Each Party will comply with all applicable federal, state, and local statutes, rules, and regulations, including but not limited to, United States export control laws and regulations as they currently exist and as they may be amended from time to time. In the event that Receiving Party becomes legally obligated to disclose Confidential Information to a governmental entity with jurisdiction over it, nothing in this Agreement shall be deemed to prohibit such disclosure; provided that, Receiving Party will give Disclosing Party prompt written notice to allow Disclosing Party to seek a protective order or other appropriate remedy. Such notice must include, without limitation, identification of the information to be so disclosed and a copy of the order. Receiving Party will disclose only such information as is legally required, and the act of such disclosure shall not operate to render Confidential Information non-confidential, unless the making of such required disclosure of the Confidential Information renders the Confidential Information public record.

**6. No Rights Granted.** Nothing in this Agreement is intended to grant any rights under any patent, copyright, trade secret, or other intellectual property right of either Party, nor shall this Agreement grant either Party any rights in or to the other Party's Confidential Information other than the limited right to review such Confidential Information in connection with the Relationship between the Parties.

**7. Independent Development.** Disclosing Party acknowledges that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that Receiving Party will not develop or have developed for it products, concepts, systems, or techniques that are similar to or compete with Company's products, concepts, systems, or techniques contemplated by or embodied in the Confidential Information, provided that Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

**8. Term.** This Agreement is intended to cover Confidential Information disclosed or received by either Party prior or subsequent to the date of this Agreement. Unless otherwise earlier terminated, this


Agreement automatically will renew one (1) year from the date first written below and continue renewing annually unless one or both of the Parties notify the other in writing at least sixty (60) days prior to said automatic renewal; provided, however, that each Party's obligations with respect to the other Party's Confidential Information disclosed or received prior to termination or expiration will survive the expiration or termination of this Agreement.

**9. Remedies.** Each Party agrees that its obligations provided in this Agreement are necessary and reasonable to protect Disclosing Party and its business, and each Party expressly agrees that any breach or threatened breach of this Agreement may cause Disclosing Party irreparable harm for which there is no adequate remedy at law, and as a result of which, Disclosing Party shall be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting bond, restraining Receiving Party from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief shall not be deemed a waiver of any right to assert any other remedy that may be available in law or in equity.

**10. Miscellaneous.** This Agreement shall be binding on and for the benefit of the undersigned Parties, their successors and assigns, provided that Confidential Information of Disclosing Party may not be assigned without the prior written consent of Disclosing Party. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party. This Agreement may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.

**11. Governing Law.** This Agreement and any disputes that may arise under, out of or in connection with this Agreement, shall be governed by and construed and enforced in accordance with the internal laws of the State of Missouri, and shall be binding on the Parties to this Agreement in the United States and worldwide. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in the state courts of the County of St. Louis, Missouri, or as appropriate in the federal courts of the Eastern District of Missouri. This Agreement sets forth the entire Agreement between the Parties relative to the subject matter, and supersedes all prior or contemporaneous oral or written understandings, statements, representations, or promises.

Agreed on this \_\_\_\_ day of \_\_\_\_\_, 2023.

BY:   
Paige Ohliger, Founder  
PLANTRICIOUS LLC

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Contact: \_\_\_\_\_  
Email Contact: \_\_\_\_\_