NON-DISCLOSURE AGREEMENT

Phillips Total Care Pharmacy, Inc., a Wisconsin corporation with its principal offices at 121 E State Street, Mauston, WI 53948 ("**Seller**"), and ______________________________, a ____________________________ with its principal offices at ________________________, (the "**Interested Party**") in consideration of the mutual covenants of this Non-Disclosure Agreement ("**Agreement**"), hereby agree as follows:

RECITALS

WHEREAS, Seller is a corporation;

WHEREAS, Seller intends to sell new equity free and clear of all liens, claims, and encumbrances;

WHERAS, Interested Party is interested in purchasing Seller's new equity, and seeks to perform due diligence by examining the books and records of Seller;

NOW, THEREFORE, in consideration of the forgoing recitals, and the mutual promises contained herein, the parties agree as follows:

AGREEMENT

1. In connection with discussions between Seller and the Interested Party regarding Seller's equity and business operations ("**Subject Matter**"), Seller will be disclosing its proprietary or trade secret information ("**Information**") to the Interested Party on a confidential basis. Seller may consider such Information proprietary under this Agreement either because it has developed the Information internally, or because it has received the Information subject to a continuing obligation to maintain the confidentiality of the Information, or because of other reasons. Seller may consider such Information as a trade secret because such Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use.

2. Any and all information furnished by Seller to the Interested Party in a tangible form, including electronic mail, shall be deemed proprietary or trade secret material. Seller has no obligation to mark the Information in a manner to indicate that it is considered proprietary, confidential, trade secret or otherwise subject to limited distribution as provided herein. Any and all Information provided orally, including information conveyed to an answering machine, voice mail box or similar medium, shall also be deemed to be proprietary. Seller has no obligation to identify the information as being proprietary or confidential or otherwise subject to limited distribution as provided herein.

3. With respect to Information disclosed under this Agreement, the Interested Party receiving Information shall:

   a. hold the Information in confidence, exercising a degree of care not less than the care used by receiving party to protect its own proprietary or confidential information that it does not wish to disclose;
   b. restrict disclosure of the Information solely to those managers, members, directors,

officers, employees, affiliates, and/or agents/consultants with a need to know and not disclose it to any other person;
c. advise those persons to whom the Information was disclosed of their obligations with respect to the Information; and,
d. use the Information only in connection with continuing discussions by the parties concerning the Subject Matter, except as may otherwise be mutually agreed upon in writing; and
e. except for the purposes of evaluating the Subject Matter, not copy or distribute such Information or knowingly allow anyone else to copy or distribute such Information.

4. The Information shall be deemed Seller's property and, upon request, the Interested Party will return all Information received in tangible form to the disclosing party or will destroy or erase if such Information is recorded on an erasable storage medium, all such Information at Seller's direction, and certify to the Seller that the Information has been destroyed or erased. If the Interested Party loses or makes an unauthorized disclosure of any or all of the Information, it shall notify Seller immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Information.

5. In the event the Interested Party, its affiliates, agents, employees, or any other party acting on its behalf, makes an unauthorized disclosure, it shall indemnify Seller for any loss proximately arising from such disclosure.

6. The Interested Party shall have no obligation to preserve the proprietary nature of any Information which:
   a. was previously known to such party free of any obligation to keep it confidential;
   b. is or becomes publicly available by other than unauthorized disclosure;
   c. is developed by or on behalf of such party independent of any Information furnished under this Agreement;
   d. is received from a third party whose disclosure does not violate any confidentiality obligation; or
   e. is disclosed pursuant to the requirement or request of a duly empowered governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and sufficient notice is given by the Interested Party to the Seller of any such requirement or request to permit Seller to seek an appropriate protective order or exemption from such requirement or request, unless such notice is prohibited by said order.

7. Neither this Agreement, nor the disclosure of Information under this Agreement, nor the ongoing discussions and correspondence between the parties, shall constitute or imply a commitment or binding obligation between the parties or their respective affiliated companies, if any, regarding the Subject Matter.

8. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and permitted assigns.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to choice of law principles.

10. This Agreement shall become effective as of the date this Agreement is first executed

("**Effective Date**"). The obligations of the Interested Party contained in this Agreement shall survive and continue for a period of three (3) years.

11. The Interested Party acknowledges that in the event of an unauthorized disclosure, the damages incurred by Seller may be difficult if not impossible to ascertain, and that Seller may seek injunctive relief as well as monetary damages against a party that breaches this Agreement.

12. This Agreement constitutes the entire understanding between the parties with respect to the Subject Matter provided hereunder and supersedes all proposals and prior agreements (oral or written) between Seller and the Interested Party relating to the confidential nature of the Information provided hereunder. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

13. Seller is not responsible or liable for any business decisions made or inferences drawn by the Interested Party in reliance on this Agreement or in reliance on actions taken or disclosures made pursuant to this Agreement.

14. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile signatures to this Agreement shall be deemed to be binding upon the parties.

Each party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.

Executed and effective this _____day of ______________, 2026.

Dated ____________, 2026.

PHILLIPS TOTAL CARE PHARMACY, INC.

____

Wayne MacArdy, Owner

Dated ____________, 2026.

____

(INTERESTED PARTY)

____

(PRINT NAME), (TITLE)