

SUBSCRIPTION AGREEMENT

This Stock Subscription Agreement (the "Agreement") is made and effective [May 28, 2022]

BETWEEN: [SHRUGO LLC], at [ILLINOIS], corporation [the "COMPANY"] at office location: 137 N. Oak Park Ave. 215 #3812

AND: The undersigned a [ILLINOIS], [REDACTED] corporation [the "INVESTOR"].

1. SUBSCRIPTION

Subject to the terms and conditions hereof, the Investor hereby subscribers to purchase that number of shares of common stock, par value [\$/REDACTED] per share, of the Company (the "Common Stock") set forth on the signature page of this Agreement at a purchase price of \$/REDACTED per share ("Purchase Price"). Payment for the Common Stock shall be made in Cash, Zelle, or by Certified Bank or Cashier's Check payable in immediately available funds in the amount of the Purchase Price made payable to the order of the Company and such payment shall be delivered on or prior to the execution and delivery of this Agreement.

2. TERMS OF SUBSCRIPTION

The Investor acknowledges and agrees that this Agreement is made Subject to the following terms and conditions:

- a) The Investor hereby intends that his signature hereon shall constitute a subscription to the Company for the number of shares of Common Stock specified on the signature page of this Agreement.
- b) This Subscription for the purchase of Common Stock is subject to acceptance by the Company and does not, prior to acceptance, bind the Company to sell the shares of Common Stock to the Investor.

- c) This Subscription is and shall be irrevocable unless and until (i) this subscription is for any reason rejected, or (ii) this Agreement is terminated.

3. REPRESENTATIONS, WARRANTIES & COVENANTS OF INVESTOR

The Investor hereby represents, warrants, and covenants to the Company that:

- a) The Investor Acknowledges that the Investor has been advised and understands that the Common Stock to be acquired pursuant to this Agreement have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or registered or qualified under the securities laws of any other jurisdiction and are being sold in reliance upon an exemption from the registration under such laws. Accordingly, the Investor understands that the Investor may not sell, pledge, hypothecate, dispose of, or otherwise transfer (a "Transfer") the Common Stock unless such shares are subsequently registered and qualified under such laws or, in the opinion of counsel reasonably satisfactory to the Company, an exemption from such registration and qualification is available. The Investor further understands that (i) the Stockholders' Agreement, dated [REDACTED], 2022, by and among the Company and the shareholders identified therein (the "Stockholders s Agreement") contains certain restrictions on any Transfer of the Common Stock, and (ii) any Transfer that is permitted under the Stockholders Agreement must satisfy certain legal, procedural and other requirements.
- b) The Investor is the sole and true party in interest, and is acquiring the Common Stock solely for his or her own account, not as a nominee, agent, or representative for any person, for investment purposes only, and not with an intent or a view to the sale or distribution of any part thereof within the meaning of Section 2(a)(11) of the Securities Act. By executing this Agreement, the Investor further represents that he or she does not have any present intent of making a Transfer of, granting a participation in, or otherwise distributing the Common Stock in a manner contrary to the Securities Act or the securities laws of any other applicable jurisdictions, nor does the Investor have any contract, undertaking, agreement, or arrangement with any person to Transfer, grant any participation in, or otherwise distribute any of the Common Stock to such person. The Investor does not presently have any reason to anticipate any change in circumstances or other particular occasion or event which would cause the Investor to need to sell the Common Stock, except in compliance with the terms of this Agreement, the Stockholders Agreement, and the securities laws of all applicable jurisdictions.
- c) The Investor understands and acknowledges that only the Company can register the Common Stock under applicable securities laws; the Company does not intend to register the Common Stock under the Securities Act or the securities laws of any other jurisdiction; no public market for the Common Stock is expected to develop; and, as a result, an investment in the Common Stock may not be liquid and the Investor must bear the economic risk of the investment

indefinitely. In this regard, the Investor further represents that the Investor has adequate means of providing for the Investor's current needs and possible personal contingencies; the Investor can afford to bear the economic risk of holding the Common Stock for an indefinite period of time; and the Investor has no need for liquidity in the Investor's investment in the Common Stock. The Investor has the net worth sufficient to bear the risks of and to sustain a complete loss of the Investor's entire investment in the Company.

- d) The Investor hereby agrees that it will not, directly or indirectly, offer to Transfer or to Transfer any shares of Common Stock (or solicit any offers to buy, purchase, or otherwise acquire or take a pledge of any shares of Common Stock), except in compliance with this Agreement and the Securities Act, the securities laws of all other applicable jurisdictions, and the rules and regulations promulgated thereunder.
- e) The Investor recognizes that in the future the Company may not satisfy the requirements which would permit the undersigned to sell the Common Stock pursuant to Rule 144 promulgated under the Securities Act.
- f) The Investor further acknowledges that it has, alone or together with its purchaser representative ("Purchaser Representative"), sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of the prospective investment in the Common Stock.
- g) The Investor recognizes that an investment in the Common Stock and in the Company involves certain risks, and the Investor has taken full cognizance of, understands, and is willing to bear the risks related to the purchase of the Common Stock [including, without limitation, those risk factors set forth in Attachment A to this Agreement, which Attachment A is incorporated herein by reference].
- h) The Investor is aware and understands that no federal or state agency has made any finding or determination as to the fairness of this offering nor has made any recommendation or endorsement of the Common Stock.
- i) The Investor represents and confirms that the address set forth on the signature page is the Investor's true and correct residence, and that the Investor has no present intention of becoming a resident of any other state or jurisdiction. The social security number set forth on the signature page hereof is the Investor's true and correct social security number.

- j) The Investor confirms that prior to the sale of the Common Stock to the Investor pursuant to this Agreement, the Investor and the Investor's Purchaser Representative, if any: (i) has been given access to all material books and records of the Company and all material contracts and documents relating to the sale of the Common Stock pursuant to this Agreement; (ii) has been granted the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the Company and the terms and conditions of the sale of the Common Stock by the Company; and (iii) has been given the opportunity to obtain any additional information which the Investor or the Investor's Purchaser Representative, if any, deems necessary to verify the accuracy of the information supplied to them. The Investor further confirms that the Investor has been furnished with all such requested information and all questions asked by the Investor have been answered to the full satisfaction of the Investor and the Investor's Purchaser Representative, if any.
- k) The Investor further represents that, in connection with the purchase of the Common Stock, the Investor has not relied on any statement or representation of the Company or of any of its affiliates, attorneys, agents, or other representatives, except a specifically set forth or referenced in this Agreement.
- l) **The Investor:**

[] is an "Accredited Investor" under Regulation D promulgated under the Securities Act for the reasons set forth in Attachment [A][B] to this Agreement, which Attachment [A][B] is incorporated herein by reference.

[] although not an Accredited Investor, has such knowledge and experience in financial and business matters that it is are capable of evaluating the merits and risks of an investment in the Common Stock on the basis of its investment experience, business experience, professional experience, and/or education.

[] is not an Accredited Investor, but it has discussed with its Purchaser Representative who is knowledgeable and experienced in such matters whether an investment by the Investor in the Common Stock is appropriate in light of the Investor's financial circumstances and have received the advice of such Purchaser Representative with respect to the merits and risks of such an investment. Together with such Purchaser Representative, and with the benefit of his advice, the Investor has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an

investment in the Common Stock. If the Investor IS NOT an "Accredited Investor," such Investor acknowledges and agrees that the Company may require, as a condition to the Investor's purchase of the Common shares, that the Investor furnish the Company with information requested and considered necessary by the Company to evaluate the suitability of the Investor's potential investment in the Common Stock and to demonstrate that the Investor has the knowledge and experience as to be capable of evaluating the merits and risks of an investment in the Common Stock (to the extent that the Investor does not have a Purchaser Representative).

- m) The Investor is not subject to any "bad actor" disqualification as set forth in Rule 506(d) of Regulation D or any similar disqualification provision that could adversely affect the Company's reliance on any federal or state securities registration exemption or that could otherwise adversely affect the offering of the Securities.
- n) The Investor acknowledges and understands that the representations, warranties, and covenants contained in this Agreement are being furnished, in part, and will be relied on by the Company in determining whether this offering of its Common Stock is exempt from registration under the Securities Act and the securities laws of all other applicable jurisdictions and, accordingly, confirms that all such statements contained herein are true, complete, and accurate as of the date hereof, and shall be true, accurate, and complete as of the date that this Agreement is accepted, and shall survive such acceptance. If any events occur or circumstances exist prior to the issuance of the Common Stock to the Investor which would make any of the representations, warranties, agreements, or other information set forth herein untrue or inaccurate, the Investor agrees to immediately notify the Company in writing of such fact specifying which representations, warranties, or covenants are not true, correct, or accurate, and the reasons therefor.

4. INDEMNIFICATION

The Investor acknowledges and understands the meaning and legal consequences of the representations, warranties, and covenants contained in this Agreement, and agrees to indemnify and hold harmless the Company and its managers, agents, employees, and representatives from and against any and all losses, damages, costs, expenses (including, without limitation, attorney's fees and costs), and liabilities due to or arising out of any misrepresentations, misstatements, or omissions with respect to, any of the representations or warranties, or a breach of any of the covenants or agreements, contained in this Agreement by the Investor.

5. AUTHORITY

The Investor is an individual and has full legal capacity to enter into this Agreement and make the representations, warranties and agreements contained herein, to execute this Agreement and the Stockholders Agreement, and to purchase the Common Stock subscribed for hereunder.

6. STOCKHOLDERS AGREEMENT

As a condition to the sale of the Common Stock to the Investor pursuant to this Agreement, the Investor shall execute and deliver the Stockholders Agreement contemporaneously with the execution and delivery of this Agreement and thereby agree that all such shares of Common Stock sold to the Investor hereby are subject to the terms and conditions of the Stockholders Agreement pursuant to which the Investor shall be a party.

7. GENERAL PROVISIONS

- a) **Transferability**. Neither this Agreement, nor any of the Investor's rights, obligations, duties or benefits hereunder may be transferred without the written consent of the Company. Any purported transfer hereof in violation of the foregoing restriction shall be null and void. The Investor further agrees that the Investor may only Transfer the Common Stock acquired pursuant to this Agreement in accordance with the transfer restrictions described herein and in the Stockholders Agreement.
- b) **Revocation**. The Investor agrees that the Investor will not cancel, terminate, or revoke this Agreement or any agreement the Investor has made under this Agreement, and that this Agreement shall survive the investors death or disability, except as provided in Section 7(c) of this Agreement.
- c) **Termination**. This Agreement may be terminated: (i) at any time by the Company if, in its sole discretion, it determines to terminate or cancel this offering of the Common Shares prior to the closing of their sale to the Investor, or (ii) by the Company if the representations or warranties shall not be true, complete, and accurate prior to the acceptance of this subscription by the Company. In the event of any such termination of this Agreement, except for Section 4, 5, and 7 of this Agreement which shall survive any such termination, this Agreement shall be null and void and of no further force or effect.

- d) **No Waiver**. The failure of the Company to exercise any right or remedy under this Agreement, or any delay by the Company in exercising same, will not operate as a waiver thereof. No waiver by the Company is effective unless and until it is in writing and signed on behalf of the Company.
- e) **Notices**. All notices and other communications given or made under this Agreement shall be in writing and shall be deemed to be sufficiently given when personally delivered or when sent by registered or certified mail, return receipt requested, postage prepaid, to the other party at the address of such other party set forth in this Agreement.
- f) **Legends**. The Investor confers full authority upon the Company to affix the following legends to the face of the certificate or certificate representing the Common Stock tendered thereby as payment of the Purchase Price:

THE SECURITIES PRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND MAY NOT BE SOLD, PLEDGED, ASSIGNED, OR HYPOTHECATED, DISPOSED OF, OR OTHERWISE TRANSFERRED EXCEPT IN A TRANSACTION REGISTERED UNDER SUCH ACTS, UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT THAT SUCH TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND THE SECURITY LAWS OF ALL OTHER APPLICABLE JURISDICTIONS. [THE SECURITIES ISSUED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS OF A STOCKHOLDERS' AGREEMENT, DATED AS OF [REDACTED], 2022, THE PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. THE STOCKHOLDERS' AGREEMENT PROVIDES, AMONG OTHER THINGS, THAT THIS SECURITY MAY NOT BE SOLD OR TRANSFERRED TO ANY PERSON WHO HAS NOT EXPRESSLY ASSUMED THE OBLIGATIONS OF SUCH AGREEMENT AND CONTINUES, AMONG OTHER THINGS, PROVISIONS WHICH LIMIT THE TRANSFER OF THIS SECURITY. A COPY OF THE STOCKHOLDERS' AGREEMENT IS AVAILABLE FROM THE COMPANY UPON REQUEST.]

g) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

h) **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of **ILLINOIS** . This Agreement and the rights, powers, and duties set forth herein shall be binding upon the Investor, and the Investor's heirs, estate, legal representatives, successors, and permitted assigns, and shall inure to the benefit of the Company, its successors, and assigns. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any provision hereof which invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, I have executed this Agreement this [redacted] day of [redacted], 2022.

Number of shares of Common Stock subscribed for:	[redacted]
Aggregate Purchase Price of shares Subscribed for:	\$ [redacted]
Nonrefundable 5% transaction fee for electronic payment:	\$ _____
	Total Due \$ [redacted]

The undersigned agrees to **pay the total amount no later than within ten (10) days of written notification** of the Investors' acceptance of this subscription and the issuance by the Secretary of State of a Certificate of Completed Organization of the Cooperative or at any time before then.

No certificate for share(s) shall be issued until the entire subscription price has been paid in full. Cooperative reserves the right to reject, reduce or allot all subscriptions received. If the Investor does not accept any portion of this subscription or the Investor does not complete incorporation, a refund will be issued for any payments made on stock purchases.

The undersigned agrees that this subscription is irrevocable by the undersigned and that specific performance may be required by the Cooperative or the undersigned. In the event of default hereunder, the injured party shall be entitled to receive a reasonable attorney's fee, as well as other costs and expenses, including court costs and expenses incurred by reason of such default.

The undersigned certifies that the information below is complete and correct and that the shareholder is age 21 or older. The undersigned shareholder agrees to maintain valid addresses (both physical and electronic) on file with the Cooperative, acknowledges voting rights with the Cooperative, agrees to abide by policies and bylaws of the Cooperative and understands that they are subject to change through processes enumerated within.

The Common Stock subscribed for
Hereby are being purchased as follows:

Date: _____.

Shareholder Print Name:

(Full Name to appear on Stock Certificate. Print Clearly)

Legal Signature:

(Full Signature to appear on Stock Certificate. Print Clearly)

Title (if applicable): _____

For Official Use Only

Date: _____ Rec'd By: _____
Paid \$ _____ Check Zelle Cash

Licensed Commissioner

Date: _____, 20__

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone Number: + _____ (____) - _____ Email Address: _____

CO-INVESTOR (if any)

The Common Stock subscribed for
Hereby are being purchased as follows:

Date: _____, 20__.

Co - Shareholder Print Name:

(Full Name to appear on Stock Certificate. Print Clearly)

Legal Signature:

(Full Signature to appear on Stock Certificate. Print Clearly)

Title (if applicable): _____

For Official Use Only

Date: _____ Rec'd By: _____
Paid \$ _____ Check Zelle Cash

Licensed Commissioner

Date: _____, 20__

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone Number: + _____ (____) - _____ Email Address: _____

SHRUGO LLC REPRESENTATIVE

Confirmed of Purchase

Name: Brian Gutierrez

Date: ____, 2022

Signature: Brian Gutierrez



ATTACHMENT A

RISK FACTORS

Investing in the Common Stock involves certain risks and should be considered only by person able to afford the loss of their entire investment and who have no need for liquidity in this investment. As a condition to investing in the Common Stock, a prospective purchaser and his or her purchaser representative, if any, must carefully review and understand, among other things, the risks involved with such an investment, including the risks described below, and be willing to accept all of such risks.

Risks Related to the Business

- It is possible in today's age for Black Hat Hackers committing criminal offenses against our website for now we are using Application Programming Interface (API), Secure Socket Layer (SSL), and meet Payment Card Industry (PCI) Requirements To protect our website from various malicious attacks including but not limited to:

(I) Distributed Denial-of-Service [DDos] (II) Cross-Site Scripting (XSS) (III) Injection Attacks (IV) Fuzzing [or Fuzz Testing] (V) Zero-Day Attack (VI) Path (or Directory) Traversal (VII) Man-In-The-Middle Attack (VIII) Brute Force Attack (IX) Using Unknown or Third-Party Code (X) Phishing

- The company could run out of money, not generating enough revenue to keep daily operations in action. Yet to declare Bankruptcy. Competitors or users could file litigation if the company is caught in the wrongdoing of users, for this our Terms of Service, Privacy Policy, and Cookie Policy must be up to date. This can result in the Plaintiff favor and have a huge settlement.

Risks Relating To This Offering and an Investment in the Common Stock

There are many sector-specific and even company-specific risks in investing. We look at some universal risks that almost every stock faces, regardless of its business. The following are:

(I) Commodity Price Risk (II) Headline Risk (III) Rating Risk (IV) Obsolescence Risk (V) Detection Risk (VI) Legislative Risk (VII) Inflationary Risk and Interest Rate Risk (VIII) Model Risk

Please read Risk Factors from the SEC, as there is no risk-free stock.

URL: <https://www.sec.gov/Archives/edgar/data/1295401/000119312509176422/dex991.htm>

ATTACHMENT [A] [B]

Accredited Investor Status

The Investor hereby represents and warrants to the Company that such Investor is an "accredited investor," as that term is defined under Rule 501(a) of Regulation D for the following reasons (please initial all that apply):

_____ The Investor is a natural person whose net worth on the date of this Agreement (i.e., excess of total assets over total liabilities) exceeds \$1,000,000. See the definition of "Net Worth" below.

_____ The Investor is a natural person and had Income in excess of \$200,000 in each of the two most recent years and reasonably expects to have Income in excess of \$200,000 in the current year. See the definition of "Income" below.

_____ The Investor, together with the Investor's spouse, had joint Income in excess of \$300,000 in each of the two most recent years and reasonably expects to have joint Income in excess of \$300,000 in the current year. See the definition of "Income" below.

_____ The Investor is a director, executive officer, or general partner of the Company or is a director, executive officer or general partner of a general partner of the Company.

_____ The Investor, if not an individual, is a corporation, a corporation, a Massachusetts or similar business trust, or a limited partnership with total assets in excess of \$5 million, not formed for the specific purpose of acquiring the Common Stock.

_____ The Investor, if not an individual, is a trust with total assets in excess of \$5 million, not formed for the specific purpose of acquiring the Common Stock whose purchase decisions are directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.

The Investor, if not an individual, is an organization qualified under Section 501(c)(3) of the Internal Revenue Code with total assets in excess of \$5 million, not formed for the specific purpose of acquiring the Common Stock.

The Investor, if not an individual, is a private business development company as defined under Section 202(a)(22) of the Investment Advisers Act of 1940.

The Investor, if not an individual, is (i) a bank or an insurance company (as defined under the Securities Act), (ii) a broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, (iii) an investment company registered under, or a business development company as defined under, the Investment Company Act of 1940, (iv) a Small Business Investment Company licensed by the Small Business Administration under Section 301(c) or (d) of the Small Business Development Act of 1958, (v) a plan established and maintained by any state, its political subdivisions, or any agency or instrumentality thereof for the benefit of its employees with total assets in excess of \$5 million, (vi) an employee benefit plan under ERISA where the decisions are made by a plan fiduciary which is a bank, an insurance company or registered investment adviser or the plan has with total assets in excess of \$5 million or, if self-directed, investment decisions are made sole by accredited investors.

The Investor, if not an individual, is an entity in which all of the equity owners are accredited investors meeting at least one of the standards set forth above.

For the purposes of this Investor Questionnaire, "Income" is computed by adding the following items to adjusted gross income as computed for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt bonds, any losses allocated from a limited partnership, amounts contributed to an IRA, 401(k) or retirement plan, and alimony payments.

For purposes of this Investor Questionnaire, the calculation of "Net Worth," which is the amount that the Investor's assets exceed his or her liabilities, excluding from such calculation (i) the estimated fair market value of the Investor's primary residence, and (ii) the amount of any indebtedness secured by

the Investor's primary residence, in an amount up to the estimated fair market value of such residence, shall not be included as a liability. If the indebtedness secured by the Investor's primary residence exceeds the estimated fair market value of such residence, such excess shall be treated as liability. Notwithstanding clause (ii) above, any increase in the amount of debt secured by the Investor's primary residence that is incurred within 60 days prior to the issuance of the Common Stock to the Investor shall be included as a liability, even where the estimated fair market value of such residence continues exceed the total debt secured by the residence.

The Investor agrees that the Investor will furnish, upon request of the Company, a copy of the Investor's financial statement to the Company for purposes of verifying the Accredited Investor status of the Investor

NON-COMPETE AGREEMENT

This Non-Compete Agreement (the "Agreement") is made and effective [DATE]

BETWEEN: [SHRUGO LLC], (the "First Party"), a corporation organized and existing under the laws of the State of **ILLINOIS**, with its head office located at **137 N. Oak Park Ave. 215 #3812**

AND: [REDACTED] (the "Second Party"), a corporation organized and existing under the laws of the State of **ILLINOIS**.

FOR GOOD CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned First party agrees not to compete with Second party, or its successors or assigns.

The term "not to compete" shall mean that the undersigned First party shall not directly or indirectly compete with the Company by serving as an officer, owner, partner, director, agent, employee or consultant to any firm or entity substantially engaged in a business similar or competitive to the business of the Second party.

This agreement shall remain in effect for [15] years from date below and shall extend to the following geographic area:

UNITED STATES OF AMERICA, MEXICO, BANGLADESH, PAKISTAN, INDONESIA, SINGAPORE, CHINA, RUSSIA, AND CANADA.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated below.

Signed, sealed and delivered to both parties in the presence of:

FIRST PARTY

Brian Gutierrez

Authorized Signature

SECOND PARTY

Authorized Signature

Brian Gutierrez - Owner/CEO

Print Name and Title

Print Name and Title (if applicable)

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and effective [DATE]

BETWEEN: [SHRUGO LLC], (the "Owner"), a corporation organized and existing under the laws of the State of **ILLINOIS**, with its head office located at **137 N. Oak Park Ave. 215 #3812**

AND: [REDACTED] (the "Recipient"), an individual with his main address located at OR a corporation organized and existing under the laws of the State of **ILLINOIS**,

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

WHEREAS, Recipient has requested information from Owner in connection with consideration of a possible transaction or relationship between Recipient and Owner.

WHEREAS, in the course of consideration of the possible transaction or relationship, Owner may disclose to Recipient confidential, important, and/or proprietary trade secret information concerning Owner and its activities.

THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by Owner to Recipient of certain information.

1. CONFIDENTIAL INFORMATION

Owner proposes to disclose certain of its confidential and proprietary information (the Confidential Information") to Recipient. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require the Owner to disclose any of its information.

For purposes of this Agreement, the term "Recipient" shall include Recipient, the company he or she represents, and all affiliates, subsidiaries, and related companies of Recipient. For purposes of this Agreement, the term "Representative" shall include Recipient's directors, officers, employees, agents, and financial, legal, and other advisors.

2. EXCLUSIONS

Confidential Information does not include information that Recipient can demonstrate: (a) was in Recipient's possession prior to its being furnished to Recipient under the terms of this Agreement, provided the source of that information was not known by Recipient to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to Owner; (b) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known to the public; (c) is rightfully obtained by Recipient from a third party, without breach of any obligation to Owner; or (d) is independently developed by Recipient without use of or reference to the Confidential Information.

3. RECIPIENT'S OBLIGATIONS

- a) Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner.
- b) Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within [NUMBER] days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to Owner regarding destruction within [NUMBER] days thereafter.

4. TERM

The obligations of Recipient herein shall be effective [NON-DISCLOSURE PERIOD] from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in possession or the equivalent of any of the foregoing under local law.

5. CONFIDENTIALITY

Recipient and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in Articles 6 and 7 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Recipient hereby agrees to indemnify Owner against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by Owner as a result of a breach of this Agreement by Recipient or its Representatives.

6. PERMITTED DISCLOSURES

Recipient may disclose Owner's Confidential Information to Recipient's responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship with Owner and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

7. REQUIRED DISCLOSURES

Recipient may disclose Owner's Confidential Information if and to the extent that such disclosure is required by court order, provided that Recipient provides Owner a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

8. USE

Recipient and its Representatives shall use the Confidential Information solely for the purpose of evaluating a possible transaction or relationship with Owner and shall not in any way use the Confidential Information to the detriment of Owner.

9. NO LICENSE

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

10. OTHER INFORMATION

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until [7] days after written notice of intent to disclose is given to Owner along with the asserted grounds for disclosure.

11. RETURN OF DOCUMENTS

If Recipient does not proceed with the possible transaction with Owner, Recipient shall notify Owner of that decision and shall, at that time or at any time upon the request of Owner for any reason, return to Owner any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Owner. The returning of materials shall not relieve Recipient from compliance with other terms and conditions of this Agreement

12. NO ADDITIONAL AGREEMENTS

Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Owner to enter into any other agreement with Recipient or prohibit Owner from providing the same or similar information to other parties and entering into agreements with other parties. Owner reserves the right, in its sole discretion, to reject any and all proposals made by Recipient or its Representatives with regard to a transaction between Recipient and Owner and to terminate discussions and negotiations with Recipient at any time. Additional agreements of the parties, if any, shall be in writing signed by Owner and Recipient.

13. IRREPARABLE HARM

Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Owner irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Owner shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Owner shall deem appropriate. Such right of Owner is to be in addition to the remedies otherwise available to Owner at law or in equity.

14. NO PUBLICITY

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with the Owner.

15. GOVERNING LAW AND EQUITABLE RELIEF

This Agreement shall be governed and construed in accordance with the laws of the [UNITED STATES OF AMERICA] and the State of ILLINOIS and Recipient consents to the exclusive jurisdiction of the state courts and federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

16. FINAL AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

17. SURVIVAL

This Agreement shall continue in full force and effect at all times.

18. SUCCESSORS AND ASSIGNS

This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Recipient hereunder are not assignable.

19. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

20. NOTICES

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to **Owner**: ATTN. [BRIAN GUTIERREZ], [SHRUGO LLC], [137 N. Oak Park Ave].

If to **Recipient**: Name/Address [REDACTED], [REDACTED].

21. NO IMPLIED WAIVER

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

22. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

23. ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys' fees and costs incurred.

24. COUNTERPARTS AND RIGHT

This Agreement may be signed in counterparts, which together shall constitute one agreement. The person signing on behalf of Recipient represents that he or she has the right and power to execute this Agreement.

25. ENTIRE AGREEMENT

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Owner may have under trade secret, copyright, patent or other laws that may be available to Owner. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER

Brian Gutierrez

Authorized Signature

Brian Gutierrez - Owner/CEO

Print Name and Title

RECIPIENT

Authorized Signature

Print Name and Title (if applicable)

SHRUGO LLC COMPANY STAMP



INDEMNITY AGREEMENT

This Indemnity Agreement (the "Agreement") is made and effective [DATE]

BETWEEN: [SHRUGO LLC], (the "Indemnitor"), a corporation organized and existing under the laws of the State of ILLINOIS, with its head office located at 137 N. Oak Park Ave. 215 #3812

AND: [REDACTED] (the "Indemnitee"), a corporation organized and existing under the laws of the State of ILLINOIS.

In consideration of the sum of [\$ _____ USD], and other good and valuable consideration, receipt of which is acknowledged, on behalf of themselves, their heirs, assigns and successors, jointly and severally enter into this Indemnity Agreement to hold each other harmless from any suit, liability, claim, action or loss arising out of the below described incident, the parties agree as follows:

1. LIABILITY, LOSS OR DAMAGE

Indemnitor undertakes to indemnify Indemnitee from any and all liability, loss, or damage Indemnitee may suffer as a result of claims, demands, costs, or judgments against Indemnitee arising from [PLEASE READ ABOVE "ATTACHMENT A").

2. DURATION

Indemnity under this agreement shall commence on [REDACTED, 2022] and shall continue in full force until [REDACTED, 2037] OR INDICATE TERMINATING EVENT OR CONDITION).

3. REQUIREMENT OF NOTICE TO INDEMNITOR

Indemnitee agrees to notify Indemnitor in writing, within [7] days, by registered or certified mail, at Indemnitor's address as stated in this agreement, of any claim made against Indemnitee on the obligations indemnified against.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INDEMNITOR

Brian Gutierrez

Authorized Signature

Brian Gutierrez - Owner/CEO

Print Name and Title

INDEMNITEE

Authorized Signature

Print Name and Title (if applicable)



SHAREHOLDERS RESOLUTION

SHRUGO LLC [This will be signed when Gabazzo 1st day of generating revenue]

The undersigned, being all the shareholders of SHRUGO LLC, hereby sign the following annual resolutions:

RESOLVED THAT:

1. These resolutions are in place of an annual meeting of shareholders of the company.
2. The financial statements of the company for the fiscal year ended [MONTH AND DAY], prepared by [ACCOUNTANTS' NAME], Chartered Accountants, under their comments dated [DATE], are received.

OR

3. The financial statements of the company for the fiscal year ended [MONTH AND DAY], prepared by [AUDITORS' NAMES], under their audit report dated [DATE], are approved.
4. [Brian Gutierrez, Rogelio Enrique Rodriguez] are continuing as directors of the company.
5. No auditor be appointed for the current fiscal year of the company.

OR

6. [AUDITOR NAMES] are appointed the auditors of the company for the current fiscal year.
7. The acts of the Board of Directors since the last annual meeting of shareholders are approved and ratified.
8. [DIRECTOR NAME] is elected as a director of the company.
9. By-Law No. [NUMBER] passed by the Board of Directors of the company is confirmed.
10. The application to amend the Articles of Incompany (OR LETTERS PATENT) of the company in the draft form appended as Schedule A to these resolutions is approved.

11. The proposed sale by the company of substantially all its assets to [PURCHASER NAME] in accordance with the draft agreement of purchase and sale appended as Schedule A to these resolutions is approved.

12. [DIRECTOR NAME] is removed as a director of the company.

Dated: _____

Shareholder Name

Shareholder Name



83(B) ELECTION FORM

An 83(b) election form is a letter sent to the IRS which informs them that you'd like to be taxed on your equity on the date the equity was granted to you instead of the date it vests.

Election under Section 83(b) of the Internal Revenue Code

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below:

1. Name of Taxpayer:

-Tax Identification Number: _____

Name of Co-Investor:

-Tax Identification Number: _____

Address: _____

Taxable Year: _____

SHRUGO LLC COMPANY STAMP



2. Description of property with respect to which election is being made: _____ [_____%] shares of the common stock of **SHRUGO LLC** (the "Company"). **3. Date on which the property was transferred:** _____, **2022**

4. The property is subject to the following restrictions: Repurchase option at cost in favor of the Company upon termination of taxpayer's employment.

5. The fair market value of the property at the time of transfer:

6. The amount (if any) paid for such property: \$ _____

7. A copy of this statement has been furnished to [SHRUGO LLC].

The undersigned understands that the foregoing election may not be revoked except with the consent of the Commissioner.

INVESTOR

CO-INVESTOR

Authorized Signature

DATE: _____

Authorized Signature

DATE: _____

LAST & WILL TESTAMENT

OF

I, _____, resident in the City of _____, County of _____, State of _____, being of sound mind, not acting under duress or undue influence, and fully understanding the nature and extent of all my property and of this disposition thereof, do hereby make, publish, and declare this document to be my Last Will and Testament, and hereby revoke any and all other wills and codicils heretofore made by me.

I. EXPENSES & TAXES

I direct that all my debts, and expenses of my last illness, funeral, and burial, be paid as soon after my death as may be reasonably convenient, and I hereby authorize my Personal Representative, hereinafter appointed, to settle and discharge, in his or her absolute discretion, any claims made against my estate.

I further direct that my Personal Representative shall pay out of my estate any and all estate and inheritance taxes payable by reason of my death in respect of all items included in the computation of such taxes, whether passing under this Will or otherwise. Said taxes shall be paid by my Personal Representative as if such taxes were my debts without recovery of any part of such tax payments from anyone who receives any item included in such computation.

II. PERSONAL REPRESENTATIVE

I nominate and appoint _____, of _____, County of _____, State of _____ as Personal Representative of my estate and I request that (he/she) be appointed temporary Personal Representative if (he/she) applies. If my Personal Representative fails or ceases to so serve, then I nominate _____ of _____, County of _____, State of _____ to serve.

III. DISPOSITION OF PROPERTY

I devise and bequeath my property, both real and personal and wherever situated, as follows:

1st Beneficiary

_____ [full name], currently of _____ [address], as my _____ [relation] whose last four (4) digits of their Social Security Number (SSN) are xxx-xx-_____ with the following property:

2nd Beneficiary

_____ [full name], currently of _____ [address],
as my _____ [relation] whose last four (4) digits of their Social Security
Number (SSN) are xxx-xx-_____ with the following property:

_____ 3rd

Beneficiary

_____ [full name], currently of _____ [address],
as my _____ [relation] whose last four (4) digits of their Social Security
Number (SSN) are xxx-xx-_____ with the following property:

If any of my beneficiaries have predeceased me, then any property that they would have received if they had not predeceased me shall be distributed in equal shares to the remaining beneficiaries.

If any of my property cannot be readily sold and distributed, then it may be donated to any charitable organization or organizations of my Personal Representative's choice. If any property cannot be readily sold or donated, my Personal Representative may, without liability, dispose of such property as my Personal Representative may deem appropriate. I authorize my Personal Representative to pay as an administration expense of my estate the expense of selling, advertising for sale, packing, shipping, insuring and delivering such property.

IV. OMISSION

Except to the extent that I have included them in this Will, I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any family members and/or issue of mine, if any, however defined by law, presently living or hereafter born or adopted.

V. BOND

No bond shall be required of any fiduciary serving hereunder, whether or not specifically named in this Will, or if a bond is required by law, then no surety will be required on such bonds.

VI. DISCRETIONARY POWERS OF PERSONAL REPRESENTATIVE

My Personal Representative, shall have and may exercise the following discretionary powers in addition to any common law or statutory powers without the necessity of court license or approval:

A. To retain for whatever period my Personal Representative deems advisable any property, including property owned by me at my death, and to invest and reinvest in any property, both real and personal, regardless of whether any particular investment would be proper for a Personal Representative and regardless of the extent of diversification of the assets held hereunder.

B. To sell and to grant options to purchase all or any part of my estate, both real and personal, at any time, at public or private sale, for consideration, whether or not the highest possible consideration, and upon terms, including credit, as my Personal Representative

deems advisable, and to execute, acknowledge, and deliver deeds or other instruments in connection therewith.

C. To lease any real estate for terms and conditions as my Personal Representative deems advisable, including the granting of options to renew, options to extend the term or terms, and options to purchase.

D. To pay, compromise, settle or otherwise adjust any claims, including taxes, asserted in favor of or against me, my estate or my Personal Representative.

E. To make any separation into shares in whole or in part in kind and at values determined by my Personal Representative, with or without regard to tax basis, and to allocate different kinds and disproportionate amounts of property and undivided interests in property among the shares.

F. To make such elections under the tax laws as my Personal Representative shall deem appropriate, including elections with respect to qualified terminable interest property, exemptions and the use of deductions as income tax or estate tax deductions, and to determine whether to make any adjustments between income and principal on account of any election so made.

G. To make any elections permitted under any pension, profit sharing, employee stock ownership or other benefit plan.

H. To employ others in connection with the administration of my estate, including legal counsel, investment advisors, brokers, accountants and agents and to pay reasonable compensation in addition to my Personal Representative's compensation.

I. To vote any shares of stock or other securities in person or by proxy; to assert or waive any stockholder's rights or privilege to subscribe for or otherwise acquire additional stock; to deposit securities in any voting trust or with any committee.

J. To borrow and to pledge or mortgage any property as collateral, and to make secured or unsecured loans. My Personal Representative is specifically authorized to make loans without interest to any beneficiary hereunder. No individual or entity loaning property to my Personal Representative or trustee shall be held to see to the application of such property.

K. My Personal Representative shall also in his or her absolute discretion determine the allocation of any GST exemption available to me at my death to property passing under this Will or otherwise. The determination of my Personal Representative with respect to any elections or allocation, if made or taken in good faith, shall be binding upon all affected persons.

VII. CONTESTING BENEFICIARY

If any beneficiary under this Will, or any trust herein mentioned, contests or attacks this Will or any of its provisions, any share or interest in my estate given to that contesting beneficiary under this Will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased me.

VIII. GUARDIAN AD LITEM NOT REQUIRED

I direct that the representation by a guardian ad litem of the interests of persons unborn, unascertained or legally incompetent to act in proceedings for the allowance of accounts hereunder be dispensed with to the extent permitted by law.

IX. GENDER

Whenever the context permits, the term "Personal Representative" shall include "Executor" and "Administrator," the use of a particular gender shall include any other gender, and references to the singular or the plural shall be interchangeable. All references to the Internal Revenue Code shall mean the Internal Revenue Code of 1986 or any successor Code. All references to estate taxes shall include inheritance and other death taxes.

X. ASSIGNMENT

The interest of any beneficiary in this Will, shall not be alienable, assignable, attachable, transferable nor paid by way of anticipation, nor in compliance with any order, assignment or covenant and shall not be applied to, or held liable for, any of their debts or obligations either in law or equity and shall not in any event pass to his, her, or their assignee under any instrument or under any insolvency or bankruptcy law, and shall not be subject to the interference or control of creditors, spouses or others.

XI. GOVERNING LAW

This document shall be governed by the laws of the State of _____ **XII.**

BINDING ARRANGEMENT

Any decision by my Personal Representative with respect to any discretionary power hereunder shall be final and binding on all persons interested. Unless due to my Executor's own willful default or gross negligence, no Executor shall be liable for said Executor's acts or omissions or those of any co-Executor or prior Executor.

I, the undersigned _____, do hereby declare that I sign and execute this instrument as my last Will, that I sign it willingly in the presence of each of the undersigned witnesses, and that I execute it as my free and voluntary act for the purposes herein expressed, on this ____ day of _____, 20____.

Signature Testator (Printed Name) _____ Testator

The foregoing instrument, was on this ____ day of _____, 20____, subscribed on each page and at the end thereof by _____, the above-named Testator, and by (him/her) signed, sealed, published and declared to be (his/her) LAST WILL AND TESTAMENT, in the presence of us and each of us, who thereupon, at (his/her) request, in (his/her) presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses thereto.

Signature Address _____ Witness

Signature Address _____ Witness

TESTAMENTARY AFFIDAVIT

STATE OF _____

COUNTY OF _____, SS.

Before me, the undersigned authority, on this day personally appeared _____, testator, _____, witness and _____, witness, known to me to be the testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, and, all of these persons being by me duly sworn, the testator declared to me and to the witnesses in my presence that the instrument is the testator's last will and that the testator has willingly signed or directed another to sign for him/her, and that the testator executed it as the testator's free and voluntary act for the purposes therein expressed; and each of the witnesses stated to me, in the presence of the testator, that they signed the will as witnesses and that to the best of their knowledge the testator was eighteen (18) years of age or over, of sound mind and under no constraint or undue influence.

Signature Witness Signature _____ Testator

Witness Signature

Subscribed and sworn to before me by the said testator and the said witnesses, this ____ day of _____, 20____.



Notary Public
My Commission expires:

**RELEASE OF
LIABILITY**

("Investor"), does hereby waive and release, indemnify, and forever discharges **SHRUGO LLC** ("Company"), and its agents, employees, officers, directors, affiliates, successors, members, and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in

law or equity, that I ever had or may have, arising from or in any way related to the services (“Services”) being provided to me by Company provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with such Investment, including but not limited to temporary or permanent damage, unsatisfactory results from said Service being provided to me, and personal property damage.

The provision of this Waiver and Release will continue in full force and effect even after termination of the Services being provided to me, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this Waiver and Release. I understand and confirm that by signing this Waiver and Release, I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional Waiver and Release of all liability to the full extent of the law.

[Redacted signature line]

Investor Name: [Redacted]

Date: [Redacted]

