

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1215-0188
Expires 11-30-2006

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C-00322

Person Filing

2. Name and mailing address (include ZIP Code):

Name Peter A List

Title Founder & CEO

Organization Kulture Consulting, LLC

P.O. Box, Bldg., Room No., if any

Street 759 Bloomfield Avenue, No. 301

City West Caldwell

State New Jersey ZIP Code + 4 07006

3. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., Room No., if any

Street 305 Eisenhower Parkway

City Livingston

State New Jersey ZIP Code + 4 07039

4. Date fiscal year ends:

Dec / 12

5. Type of person:

a. ☐ Individual b. ☐ Partnership c. ☐ Corporation d. ☒ Other (Specify): LLC

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name

Organization Fresh Direct LLC

Trade Name, if any

P.O. Box, Bldg., Room No., if any

Street 23-30 Borden Avenue

City Long Island City

State New York ZIP Code + 4 11101

7. Date entered into:

10 / 15 / 2012

8. Name of person(s) through whom made:

Name Laurence Hickey

Name

Name

Name

Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed

Title Other (Specify)

Founder & CEO

President
(If other title, see
instructions)

14. Signed

Title Other (Specify)

Manager of Administration

Treasurer
(If other title, see
instructions)

On 11-8-12
Date

973-403-9901
Telephone Number

On 11/8/12
Date

973-403-9901
Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

Company was employed on a per day basis with no formal written agreement relative to duration or amount of hours to be performed. Fee schedule based on a daily rate.

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

Presented informational meetings to company employees relative to the process of unionization, the role of the NLRB, and collective bargaining.

11.b. Period during which performed:

10/12

11.c. Extent performed:

10/12

11.d. Name and address through whom performed:

Name Mark Lema

Organization Kulture Consulting, LLC

P.O. Box, Bldg., Room No., if any

Street 759 Bloomfield Avenue, #301

City West Caldwell

State New Jersey ZIP Code + 4 07006

Additional Name and address through whom performed, if any:

Name Juan Negroni

Organization Kulture Consulting, LLC

P.O. Box, Bldg., Room No., if any

Street 759 Bloomfield Avenue, #301

City West Caldwell

State New Jersey ZIP Code + 4 07006

12.a. Identify subject groups of employees:

All full time and regular part time Meat & Seafood Dept employees at the Employer's 23-30 Borden Ave., Long Island City, NY 11101 facility.

12.b. Identify subject labor organizations:

UPCW Local 342

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made as of the day and year set forth below for the benefit of Fresh Direct, LLC ("FreshDirect") by the undersigned (the "Consultant").

1. Introduction

During the course of the Consultant's services to FreshDirect, the Consultant will receive information or materials that are confidential or proprietary to FreshDirect relating, among other things, to FreshDirect's business, research and development, operations, strategies, equipment, products, or present or future business plans. Such information may, by way of example and not by limitation, include, information or materials with regard to which FreshDirect may be under obligation of confidentiality to third parties. All such information, including any materials embodying such information, whether disclosed orally, in writing or otherwise and whether or not marked with any proprietary notice or legend when the disclosure takes place, will be considered by the undersigned as proprietary and confidential to FreshDirect (hereinafter "Confidential Information").

The Consultant acknowledges and agrees that all Confidential Information that is disclosed to the Consultant by FreshDirect, or that the Consultant acquires, sees, or learns of as a direct or indirect result of his performance of services to FreshDirect is the exclusive property of FreshDirect.

The Consultant agrees that he will make every reasonable effort to protect the confidentiality of the Confidential Information and shall not disclose, divulge or disseminate the Confidential Information for any purpose. The undersigned agrees to use the Confidential Information for the sole purpose for which he has been engaged by FreshDirect to perform consulting services on FreshDirect's behalf. For greater certainty, but without limiting the generality of the foregoing, the undersigned will not copy, duplicate, commercially exploit or disclose to any third party the Confidential Information without the express prior written permission from a corporate officer of FreshDirect. The fact that FreshDirect discloses all or part of the Confidential Information to any other person or entity will not affect the undersigned's obligation of confidentiality hereunder. This nondisclosure obligation is not limited in time to duration of the undersigned's performance of services to FreshDirect but extends thereafter.

4. Exclusion

The confidentiality obligations of the undersigned hereunder shall not extend to information that (i) is, or becomes, publicly available through a properly authorized source; (ii) was known to the undersigned as of the time of its disclosure; or (iii) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon the undersigned shall provide prompt written notice to FreshDirect prior to such disclosure, so that FreshDirect may seek a protective order or other appropriate remedy. In the event that a protective order or other appropriate remedy is not obtained, the undersigned agrees to disclose only that portion of the Confidential Information that is required.

5. Return of Confidential Information

At FreshDirect's request at any time and from time to time the undersigned will promptly deliver to FreshDirect or, at FreshDirect's direction, destroy all files, documents and other media in his or her possession or control which contain or pertain to Confidential Information.

6. Miscellaneous

This Agreement constitutes the entire agreement and understanding between the parties and integrates all prior discussions between them related to the subject matter hereof. No amendment or assignment of this Agreement shall be valid unless it is in writing and signed by both parties. This Agreement shall be binding upon the respective successors and assigns of the parties hereto. This Agreement is governed by the laws of the State of New York as applied to contracts by New York residents wholly to be performed in New York. The invalidity or unenforceability of any particular provision hereof shall not affect the validity or enforceability of any other provision.

The undersigned has read, understands and agrees to abide by the above requirements of FreshDirect.

CONSULTANT

Date: FEB. 19, 2013
(FOR PREVIOUS &
FUTURE WORK)

Signature

Print Name

confid.doc