**Confidentiality Agreement**

This Confidentiality Agreement (this "Agreement") by and between Buck Global, LLC, ("Buck"), and , with offices located at , for itself and on behalf of its subsidiaries and affiliates (“Company” and together with Buck, the "Parties" and each a "Party"), is entered into as of , 2019. The Parties hereby agree as follows:

1. Confidential Information. The Parties understand and agree that, in the course of discussions regarding the Purpose, each Party may have access to confidential information provided by the other or its agents including, but not limited to, financial plans and records, marketing plans, business strategies and relationship with third parties, client lists, present and proposed products, trade secrets, business process methodologies and techniques, computer software programs and descriptions of functions and features of software, source code, computer hardware systems and designs, information regarding customers and suppliers, founders, employees and affiliates, whether tangible or intangible and in whatever written or verbal medium provided, and whether furnished before or after the date of this Agreement ("Confidential Information"). Each Party shall be deemed to own its Confidential Information. The "Purpose" of this Agreement is to explore a potential future business relationship between the Parties.

Notwithstanding the foregoing, Confidential Information shall not include any information to the extent the receiving Party can show: (i) it is or becomes a part of the public domain through no act or omission on the part of the receiving Party; (ii) it is disclosed to the receiving Party by a third party having no obligation of confidentiality with respect thereto; (iii) alleged violative material is independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (iv) it is specifically released from confidential treatment by written consent of the disclosing Party.

2. Confidentiality.

a. Each Party shall at all times maintain and keep the confidentiality of the other Party's Confidential Information and shall not copy, publish or disclose any Confidential Information to any third party, or use for the benefit of itself or any other

person, firm, association, company or other entity without the prior written consent of the other Party, or authorize its respective officers, directors, employees, agents or subcontractors to copy, publish or disclose any Confidential Information to any third party, except as may be required by law or governmental regulations or in connection with any legal or governmental regulatory proceeding; provided, however, that prior to any such exceptional disclosure of the other Party's Confidential Information, the receiving Party shall inform the disclosing Party of the requirement to disclose that Party's Confidential Information as soon as possible after receiving the request for disclosure and give the disclosing Party an opportunity to seek a protective order or similar relief.

b. Each Party shall inform its respective officers, directors, employees, agents and subcontractors of the non-disclosure and other requirements set forth in this Agreement and provide to such officers, directors, employees, agents and subcontractors the other Party's Confidential Information only on a need-to-know basis in connection with the Purpose and not for any other benefit to the receiving Party. The receiving Party must protect the Confidential Information from both unauthorized use and unauthorized disclosure by exercising the same degree of care that the receiving Party uses with respect to information of its own of a similar nature, except that the receiving Party must at least use reasonable care. The receiving Party shall notify the disclosing Party of any breach of this Agreement.

3. Remedies. In the event of a breach or threatened breach of this Agreement by a Party, including by its officers, directors, employees, agents or subcontractors, the other Party will have no sole adequate remedy in monetary damages and, accordingly, shall be entitled, in addition to any other right and remedies it may have in law or in equity, to seek an injunction against such breach, without the posting of any bond or other security and without the necessity of demonstrating actual damages, to enjoin and restrain the breaching Party from any violation or threatened violation of this Agreement.

4. Modification. No modifications of this Agreement or waiver of any of its terms will be effective unless set forth in writing signed by the Party against whom it is sought to be enforced.

5. Governing Law. This Agreement and the rights and obligations hereunder shall be governed by and

construed and interpreted for all purposes in accordance with the laws of the state of New York, without reference to the body of law controlling conflicts of law. Venue shall be in the courts of New York, New York, or in the federal courts in the New York, New York. The Parties consent to the personal jurisdiction and venue of these courts for the purpose of enforcement of this Agreement.

6. Entire Agreement**.** This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect thereto.

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7. Survival. All terms of this Agreement shall survive in perpetuity

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers to be effective as of the date first written above.

**BUCK GLOBAL, LLC**

By: By:

Name: Name:

Title: Title:

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