

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is effective as of the date entered below between Pracinco, LLC and _____.

Purpose. Together we ("Discloser" and "Recipient") intend to discuss an opportunity (the "Opportunity"), which may include information which is confidential and proprietary to you and which is important in the conduct of your business. We understand that you will not disclose such information to us unless we agree as set forth below. Accordingly, we agree as follows:

Confidential Information. The information which is the subject of this Agreement (hereinafter the "Information") includes any and all information relating to you or your business which you deliver to us in connection with the Proposed Transaction on or after the date hereof, but excluding information (a) which is publicly available at or prior to the time of delivery, (b) which is publicly disclosed thereafter (unless such disclosure was in violation of this Agreement), (c) which we receive or received in good faith from a third party who, to our knowledge, is not under an obligation of confidentiality to you with respect to such information, or (d) which is independently discovered or developed by us without reference to any information or material which you or your agents deliver to us, or (e) was in our possession prior to discussions between the parties, or (f) both Discloser and Recipient have known for two years or more.

Non-use and Non-disclosure. Together we agree to only use each other's Confidential Information to decide whether to pursue the Opportunity and not for any other purpose. We will keep confidential and not disclose any of the Information to any person or entity, except (a) as required by law or (b) to our employees, affiliates, representatives and financing sources to the extent they need to know such Information for the purpose of evaluating the Opportunity.

Remedies. The parties shall be entitled to seek an injunction and other equitable relief in the event of any failure to comply with the provisions of this agreement.

Jurisdiction. This Agreement shall be governed by the laws of the State of Delaware and jurisdiction shall be in the state and federal courts located there.

Assignment. Assignment of the Agreement without the non-assigning party's written permission is void.

Termination. The provisions of this Agreement shall terminate two years after the date hereof.

IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument of _____, 2019.

Pracinco, LLC

Acknowledge and Agreed:

By: _____
Aaron Gabbart, Manager

By: _____
Name:
Title:
Company/Entity: