

NON-DISCLOSURE AGREEMENT

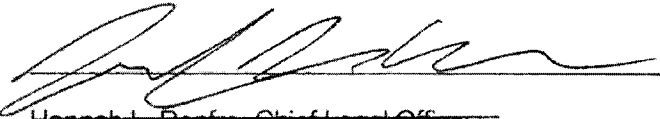
This Non-Disclosure Agreement ("Agreement") is made as of the date on which both 5/16/17 (the "Company") and the Wisconsin Economic Development Corporation ("WEDC") have signed below (the "Effective Date"). The Company and WEDC will also be referred to, individually, as a "party" or, collectively, "the parties."

1. WEDC is working with the Company regarding the potential for the Company to engage in a project that furthers economic development in the State of Wisconsin ("Project").
 2. While working with WEDC, the Company may provide commercial data and financial information that are of a non-public nature and the release of which may cause competitive harm to the Company.
 3. For purposes of this Agreement, "Confidential Information" means all information or material relating to the Company and conveyed by the Company to WEDC in written form or through discussions that is confidential, proprietary, business information, or a trade secret as defined by Wis. Stat. § 134.90(1)(c). Confidential information includes, but not limited to, specification, drawing, design, model, prototype, sample, analysis code, invention, patent application and license, and all other private or proprietary ideas or information.
 4. WEDC shall not use Confidential Information other than in connection with the Project. WEDC shall use good faith efforts to hold Confidential Information in strict confidence. If WEDC discloses Confidential Information, it shall:
 - a. without the prior written consent of the Company, not disclose any Confidential Information to third parties;
 - b. disclose to third parties with a need-to-know basis, including WEDC partners, employees, agents, financial advisors, legal advisors, and governmental units, for the intended purpose of the Project and who agree to be bound by the terms of this Agreement or an Agreement with stricter limitations on retention and disclosure of Confidential Information;;without the prior written consent of the Company, not copy or reproduce Confidential Information, except such copy of reproduction is necessary and for the intended purpose of the Project;
 - c. use the same degree of care as for its own information of like nature, but at least reasonable care in safeguarding against disclosure of Confidential Information; and
 - d. promptly notify the Company upon discovery of any unauthorized use or disclosure of Confidential Information and take reasonable steps to regain possession and prevent further unauthorized use of Confidential Information.
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5. The Company shall clearly mark "CONFIDENTIAL," or "CONFIDENTIAL – TRADE SECRET" where applicable, all materials constituting or containing Confidential Information upon providing it to WEDC.

6. Except as outlined in this Agreement, WEDC shall not disclose the Confidential Information to third parties unless required to do so by law. WEDC may disclose Confidential Information to the extent required by: (a) an order of a court, administrative agency or other governmental body; (b) any law, including Wisconsin's public records law, Wis. Stat. §§ 19.31 et seq., rule or regulation; or (c) subpoena, summons, or other administrative or legal process.
 7. The Company agrees that WEDC shall have no obligation with respect to any information which is: (a) now or hereafter becomes publicly known without breach of this Agreement; (b) disclosed to WEDC by a third party that is legally entitled to disclose such information; (c) known by WEDC prior to its receipt of the information; or (d) disclosed with the Company's written consent.
 8. The failure of either party to insist upon strict performance of the provisions contained in this Agreement shall not constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions of this Agreement.
 9. This Agreement and all related matters shall be governed by and construed in accordance with the laws of the State of Wisconsin.
 10. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior other oral and written representations, understandings or agreements relating to the subject matter, and may not be amended except by a written agreement signed by the parties.
 11. This Agreement terminates as of the date the parties execute a final contract for the Project or two years after execution of this Agreement, whichever occurs first.
- IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

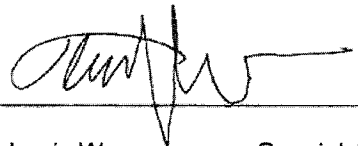
[signature page follows]

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: 
Hannah L. Renfro, Chief Legal Officer
Jennifer H. Campbell, Senior Staff Counsel

Date: May 18, 2017

COMPANY

By: 
Louis Woo Special Assistant to CEO

Date: _____