

MUTUAL NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into as of the 11th day of October, 2018 (the "Effective Date"), by and between UAS Laboratories LLC, a Wisconsin limited liability company with its principal place of business at 555 N. 72nd Avenue Wausau, WI 54401 and IAF NETWORK SRL, an ITALIAN COMPANY with its principal place of business at ROVATO, BRESCIA and _____ are hereinafter referred to individually as "Party" and collectively as the "Parties."

WHEREAS, the Parties are engaged in discussions and negotiations concerning a potential business relationship;

WHEREAS, the Parties seek to exchange materials, documents and information that may contain valuable trade secrets and/or confidential and proprietary information ("Confidential Information," as defined below); and

WHEREAS, the Parties desire to have any such Confidential Information kept in the strictest confidence and maintain their respective rights without making the Confidential Information general public or common knowledge;

NOW THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the words and phrases set forth below shall have the following meaning:

a. "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party.

b. "Confidential Information" means non-public, proprietary or confidential information (i) that relates to the purpose set forth above, or (ii) that, although not related to the purpose set forth above, is nevertheless disclosed as a result of the Parties' discussions in that regard, and, whether or not designated as confidential, should reasonably have been understood by the receiving Party to be proprietary and confidential to the disclosing Party, an Affiliate of the disclosing Party or to a third party. Confidential Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means.

2. Treatment of Confidential Information. The receiving Party agrees not to use the Confidential Information of the disclosing Party for any purpose whatsoever except for the purpose set forth above. The receiving Party agrees not to disclose the Confidential Information of the disclosing Party to any third person or to its employees or those of its Affiliates except those employees, contractors or Affiliates who (a) have a legitimate need to know, (b) are informed of its confidential nature, (c) agree to keep such information confidential and (d) are bound by written confidentiality obligations no less protective of the Confidential Information than the terms contained herein. The receiving Party agrees that it shall protect the confidentiality of, and take reasonable steps to prevent disclosure or unauthorized use of, the Confidential Information of the disclosing Party in order to prevent it from falling into the public domain or the possession of persons not legally bound to maintain its confidentiality. The receiving Party will promptly advise the disclosing Party in writing of any misappropriation or misuse by any person of the Confidential Information of the disclosing Party, and provide assistance to the disclosing Party in any action or lawsuit related thereto. The term of this Agreement shall be three (3) years from the execution date of this Agreement. Each Party acknowledges that its obligations hereunder survive in accordance with the terms hereof, notwithstanding the termination of the business relationship of the Parties or expiration of this Agreement, for a period of three (3) years following the date of the last disclosure of Confidential Information covered under this Agreement; provided, however, with respect to Confidential Information

