

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is entered into by and between Eckland & Blando LLP’s (“**E & B**”) undisclosed principal (“**Principal**”) and David Stemm (“**Mr. Stemm**”).

RECITALS

WHEREAS, E & B’s Principal and Mr. Stemm (each a “**Party**” and, together, the “**Parties**”) wish to hold discussions (“**Discussions**”) of a possible negotiated transaction between the Parties (“**Transaction**”); and

WHEREAS, the Parties wish the content and existence of their Discussions, the prospective Transaction or any transactions that may be discussed, as well as the identity of E & B’s Principal to be and remain confidential regardless of whether the Transaction, or any transaction, is consummated;

NOW, THEREFORE, in consideration of the exchange of the below mutual promises of confidentiality, the Parties agree and acknowledge as follows:

AGREEMENT

1. Upon the execution of this Agreement, E & B will reveal the identity of its Principal and provide the material terms and conditions of its Principal’s offer for the Transaction. The Parties mutually agree that all offers, counteroffers, communications, Discussions, draft Transaction documents, the existence of and terms and conditions of this Agreement, and anything related to the foregoing, whether in oral, electronic, or written format, or otherwise, shall not be disclosed, hinted at, or insinuated, to any third-party except to a Party’s counsel and tax advisors and shall be kept completely confidential. Mr. Stemm further agrees not to disclose the identity of E & B’s Principal, or make any insinuation or hint regarding the identity of E & B’s Principal, in any way, whether oral, written, electronic, or otherwise, except to his attorney and tax advisors. The foregoing promises shall remain effective regardless of whether the Transaction or any transaction is completed, though it is expected by the Parties that the final Transaction shall also contain a like promise not to disclose and to keep in the strictest confidence the terms and conditions and existence of the Transaction.
2. In consideration of the sensitive subject matter to be disclosed pursuant to this Agreement, the Parties agree that no term or duration, other than one existing in perpetuity, could adequately protect their interests under this Agreement. Accordingly, this Agreement, and all confidentiality obligations hereunder, shall be binding upon the Parties in perpetuity.
3. In the event that a Party and/or any of its shareholders, directors, officers, employees, agents, consultants, representatives, and/or attorneys, and/or any person acting for or on behalf of such Party (collectively, or in reference to any one of them, “**Representatives**”) are requested or required (by statute, regulation or rule of a governmental or regulatory authority, securities exchange or similar agency or by deposition, interrogatories, requests for information or documents in legal or administrative proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the confidential information covered by this Agreement (such requested Party and/or its Representatives, in the case of such a requested disclosure, to be referred to as the “**Requested Party**”), the Requested Party shall provide the other Party (the “**Non-Requested Party**”) with prompt notice, to the extent legally permissible, of any such request or requirement so that the Non-Requested Party, at its own expense, may seek a protective order or other appropriate remedy, or, if such Non-Requested Party so elects, waive compliance with the

provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Non-Requested Party, the Requested Party is nonetheless, as advised by counsel, legally compelled to disclose confidential information covered by this Agreement pursuant to such process, that Requested Party may, without liability hereunder, disclose only that portion of the confidential information covered by this Agreement which such Requested Party's counsel advises is legally required to be disclosed, provided that such Requested Party exercises its reasonable efforts to preserve the confidentiality of the confidential information covered by this Agreement, including, without limitation, by cooperating with the Non-Requested Party to obtain an appropriate protective order, filing under seal, or other reliable assurance that confidential treatment will be accorded the confidential information covered by this Agreement, in each case, at the Non-Requested Party's sole cost and expense.

4. At any time upon the request of a Party, except where prohibited by law, the other Party must destroy and delete all confidential information covered by this Agreement, including without limitation paper documents, notes, e-mails, correspondence, MS Word documents, and PDFs, except this Agreement itself. The other Party must confirm said destruction and deletion in writing within ten calendar days after the request is sent.

5. The Parties understand and agree that no contract or agreement providing for the Transaction or any transaction involving such Parties shall be deemed to exist unless and until a final definitive written agreement has been executed and delivered. The Parties also agree that unless and until a final definitive agreement regarding the Transaction or any transaction between the Parties has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to such Transaction or transaction by virtue of this Agreement except for the matters specifically agreed to herein.

6. It is further understood and agreed that money damages may not be a sufficient remedy for any breach or threatened breach of this Agreement by a Party or any of his or its Representatives and that a Party shall, in addition to any other recourse available to such Party, be entitled to immediately seek equitable relief pending arbitration, which equitable relief shall include, but not be limited to, injunction and specific performance, as a remedy for any such real or threatened breach. In such an event, the defending Party further agrees to waive, and to use its reasonable efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.

7. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Minnesota without regard to any applicable conflicts of law. Except as otherwise stated in this Agreement, the Parties consent and irrevocably agree to submit any dispute arising out of or relating to this Agreement to binding arbitration before an arbitrator located in Hennepin County, MN, who shall, to the extent practicable, apply the Minnesota Rules of Civil Procedure to the arbitration proceeding. The location of the hearing shall also be in Hennepin County, MN. Such arbitration shall be commenced by written notice to the other party. The Parties consent and irrevocably agree to submit themselves to the exclusive venue and jurisdiction of the federal and state courts situated in Hennepin County, MN for the purposes of any motion to compel arbitration, to confirm or modify the award, and for any temporary or preliminary relief before an arbitrator is appointed or agreed upon. The prevailing Party in any action arising out of or concerning this Agreement shall be entitled to its attorneys' fees and costs incurred in prosecuting or defending such action, including but not limited to such attorneys' fees and costs incurred in any appeal.

8. If any provision of this Agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed stricken herefrom to the minimum extent necessary to cure such violation.

9. This Agreement contains the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties with respect to the subject matter hereof and all prior representations and understandings, whether oral or written. All additions or modifications to this Agreement must be in writing signed by both Parties. No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement is non-assignable without the prior written consent of the Parties.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

11. The provisions of this Agreement shall survive the termination of this Agreement for any reason.

12. The Parties participated equally in the drafting of this Agreement, and, accordingly, the Parties agree that no rule or law which operates to construe ambiguities against the drafting Party shall apply to the construction or interpretation of this Agreement.

SO AGREED:

Dated: _____, 2018

David Stemm

ECKLAND & BLANDO LLP, as agent for an
undisclosed principal

Dated: _____, 2018

By: Daniel J. Cragg