

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“**Agreement**”) is entered into on [INSERT DATE], 2016 (“**Effective Date**”), by and between Media News Group, Inc. and its subsidiaries and affiliates (collectively, the “**Disclosing Party**”) and [NAME OF COMPANY], and its subsidiaries and affiliates (collectively, the “**Recipient**”). Disclosing Party and Recipient may each be referred to herein as a “**Party**” and together as the “**Parties**” to this Agreement.

RECITALS

WHEREAS, for the purpose of assisting the Recipient in evaluating the merits of a potential investment in or other financing of the Disclosing Party (the “**Purpose**”), Recipient wishes to receive certain information that the Disclosing Party desires to keep confidential relating to its business plan, financial matters, and products and/or services currently under development; and

WHEREAS, the Disclosing Party desires to disclose such information to the Recipient, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations, warranties, agreements and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the foregoing and as follows:

1. The term “**Confidential Information**” shall mean any confidential, proprietary, financial or otherwise non-public information, in written or electronic form, relating to the Disclosing Party, or the Purpose that is disclosed before, on or after the Effective Date, by the Disclosing Party to the Recipient or its affiliates, or to any of such Recipient’s or its affiliates’ employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors (collectively, “**Representatives**”), whether disclosed or accessed in written, electronic or other form, including, without limitation: (a) information concerning the Disclosing Party’s and its affiliates’ business affairs, finances, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies; and (b) notes, analyses, compilations, reports, forecasts, data, statistics, summaries, interpretations and other materials prepared by or for Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived, in whole or in part, from any of the foregoing. Confidential Information provided by Disclosing Party must be expressly marked or designated in writing by the Disclosing Party in a manner to indicate its confidential, proprietary or otherwise non-public nature.

2. Recipient shall protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care to protect and safeguard the confidentiality of all such Confidential Information.

3. Recipient shall not, and shall cause its Representatives not to, (a) disclose all or any portion of Confidential Information to any third parties (other than to its Representatives who need to know the Confidential Information to assist Recipient in its evaluation of the Purpose), or (b) use or permit any Confidential Information to be accessed or used for any purpose other than for the evaluation of the Purpose. Recipient will be responsible for any breach of the terms of this Agreement caused by its Representatives. Notwithstanding anything to the contrary contained in this Agreement, Disclosing Party acknowledges and agrees that (a) the Recipient is expressly authorized to disclose the Confidential Information to certain lenders and investors, in furtherance of Recipient’s performance of its obligations with respect to the Purpose and (b) under no circumstances will Recipient have any liability for any disclosure by such lenders or investors of any of the Confidential Information.

4. Except as otherwise provided in this Agreement, without the prior written consent of the Disclosing Party, Recipient shall not disclose to any person or entity (other than its Representatives who are

involved in its evaluation of the Purpose) any information with respect to the occurrence or content of any discussions or negotiations between the Parties.

5. Recipient may disclose the Confidential Information in the event and to the extent Recipient reasonably believes any Confidential Information is required to be disclosed by Recipient under the terms of: (i) a valid and effective subpoena; (ii) a statute or regulation binding upon Recipient; (iii) an order issued by a court of competent jurisdiction; or (iv) by a demand or information request from an executive, regulatory or administrative agency or other governmental authority. Recipient shall endeavor to promptly notify the Disclosing Party of the existence, terms and circumstances surrounding such potential disclosure unless recipient reasonably believes that applicable law prohibits Recipient from informing the Disclosing Party of the potential disclosure.

6. Recipient understands and agrees that neither the Disclosing Party nor any person or entity delivering the Confidential Information on behalf of Disclosing Party is making any representation or warranty, express or implied, as to the accuracy or completeness of any information furnished or to be furnished by it to Recipient (any representation or warranty with respect thereto must be set forth or provided for in a definitive agreement between the parties, if any is entered into in connection with the Purpose or certification from Disclosing Party).

7. For purposes of this Agreement, "Confidential Information" shall not include any information which (a) is or becomes publicly available, other than through disclosure by Recipient in violation of this Agreement, (b) was known or available to Recipient prior to disclosure pursuant hereto, (c) was independently developed by Recipient without reference to the Confidential Information disclosed to it pursuant hereto, or (d) in the future is received from a third party who, to the knowledge of Recipient at the time of disclosure, is under no obligation of confidentiality with respect thereto.

8. Recipient hereby further agrees that, in the event of its breach or threatened breach of this Agreement, the Disclosing Party would suffer irreparable harm and the Disclosing Party's remedies shall include, in addition to any other remedies available at law or in equity, equitable remedies such as specific performance and injunctive relief and shall not be limited to monetary damages. Specifically, the Disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation.

9. Nothing contained in this Agreement shall be construed as granting or conferring any rights by way of license or otherwise in or to any Confidential Information disclosed pursuant hereto. The disclosure or receipt of information pursuant hereto in no way obligates either Party to agree to any business transaction, whether or not relating to the Purpose.

10. Neither Party may assign, transfer or sell any of its rights under this Agreement, or delegate any of its obligations hereunder without the prior written consent of the other Party. Each Party understands and agrees that no failure or delay by the other in exercising any of its rights or remedies hereunder will operate as a waiver thereof, nor will any waiver in any instance constitute a waiver with respect to any other instance.

11. Upon request of the Disclosing Party (which request may be made at any time upon reasonable notice), Recipient will destroy (or, if stored electronically, purge) or deliver to the Disclosing Party all copies of written Confidential Information (except for that portion of the Confidential Information that may be found in analysis, compilation, or other documents prepared by Recipient) in Recipient's possession. That portion of the Confidential Information that may be found in analysis, compilations and other documents prepared by Recipient will continue to be subject to the terms of this Agreement or shall be destroyed (or, if stored electronically, purged). Notwithstanding the foregoing, Recipient may retain copies of Confidential Information that it reasonably believes it is required to retain under applicable laws, banking regulations and internal policies of which relate to any services provided to the Disclosing Party. This Agreement shall terminate upon the earliest of (i) one (1) year from the date hereof, (ii) the date all Confidential Information is destroyed by Recipient or returned to the Disclosing Party, or (iii) upon the closing of any transaction between Recipient and

the Disclosing Party for credit accommodations or banking services, at which time duties of confidentiality shall be determined by the transaction agreements and applicable law.

12. If any provision of this Agreement is determined to be in violation of applicable law, then such provision shall be void and the other provisions of this Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement shall be interpreted in accordance with the laws of the State of New York without regard to the principles of conflict of laws to the extent that such principles would permit or require the application of laws of another jurisdiction. Any suit, action or proceeding arising out of or relating to this Agreement shall be brought in the federal or state courts located in New York, New York, and both Parties consent to jurisdiction and venue in such courts for purposes of any suit, action or proceeding arising out of or relating to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement as of Effective Date.

DISCLOSING PARTY

Media News Group, Inc.

By: _____

Name: _____

Title: _____

RECIPIENT

[INSERT COMPANY NAME]

By: _____

Name: _____

Title: _____