

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement"), dated as of September 15, 2017 is between Stingray Digital Group Inc. and EGLA Communications.

STATEMENT OF PURPOSE:

The parties are considering entering into a business relationship and are in discussions with respect to such relationship (the "**Purpose**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the term "**Owner**" shall refer to the party disclosing information and the term "**Recipient**" shall refer to the party receiving such information and each will include any person or entity that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with Owner or Recipient, as the case may be, and any of Owner's or Recipient's Representatives as well as any of their employees, officers, directors, shareholders, attorneys, accountants or other agents or representatives. The term "**Representative**" will include any employee, officer, director, shareholder, attorney, accountant or other agent or representative of the party.

2. **Confidential Information.** The term "**Confidential Information**" as used herein will mean all confidential and proprietary information disclosed by Owner to the Recipient, whether owned by Owner or third parties, including, without limitation, this Agreement, technical information, current and future product features and development plans, customer lists, employee lists and pay rates, contracts, current and planned business relationships, price lists, costing information, operating procedures, business plans, financial information, production technologies, marketing and sales plans and methods, research data, documents, formulas, designs, specifications, protocols, process information, know-how, uses, enhancements, modifications, variations, extensions, discoveries, analysis, compilations, reports, studies, test results, software (including source code) and other information (whether or not patentable and whether or not marked as confidential) and creative concepts and strategies owned, possessed or used by Owner.

3. **Non-disclosure.**

(a) Recipient will not use the Confidential Information received from or on behalf of the Owner except for the Purpose. Recipient will not disclose (directly or indirectly) Confidential Information to any person (except on a confidential basis to its Representatives who need to know and who are legally obligated to preserve the confidentiality thereof). Recipient will employ reasonable steps to preserve the confidentiality of the Confidential Information, and will, in any event, employ the same practices used to protect its own Confidential Information of similar nature. Recipient will be responsible for any breach of this Agreement due to any act or omission by its Representatives. Upon request at any time, Recipient will promptly return to

- 2 -

Owner any Confidential Information (including any and all copies of any such Confidential Information) in its possession, or certify that it has been destroyed.

(b) Recipient agrees that the obligations imposed hereunder will apply to all Confidential Information, except where such Confidential Information: (i) is or becomes public knowledge or publicly available to Recipient through no fault of Recipient; (ii) is learned by Recipient from a third party entitled to disclose it, and the facts and circumstances of such disclosure by such third party to Recipient are documented in evidence that can be presented to Owner; (iii) was already known to Recipient as shown by prior written records; (iv) is shown by Recipient to have been independently developed by Recipient prior to the date hereof as evidenced by written records; or (v) is or becomes publicly available as a result of issuance of a patent or publication of a foreign pending patent application.

(c) Notwithstanding any other term of this Agreement, Recipient may disclose such Confidential Information as required by court order or other lawful process. In all such cases, Recipient will disclose Confidential Information only to the extent required to fulfill such purpose or legal requirement. In the event Recipient becomes legally compelled to disclose any Confidential Information, Recipient will promptly notify Owner of such fact so that Owner may seek an appropriate remedy to prevent such production, and request the person demanding such production to allow the Owner a reasonable period of time to seek such remedy.

4. **Third-Party Misappropriation.** Recipient will immediately report to Owner any unauthorized attempt by any person of which Recipient has knowledge (a) to use or disclose Confidential Information, or (b) to copy, duplicate, distribute, disassemble, reverse compile, reverse engineer, modify, record, or otherwise reproduce any part of the Confidential Information.

5. **No License.** Nothing in this Agreement is intended to grant any rights or license under any patent or copyright, trademark, service mark, trade name, trade secret, software or any other intellectual property right of Owner to the Recipient nor shall this Agreement grant the Recipient any rights in or to the Confidential Information.

6. **No Representations or Warranties.** None of the Confidential Information or accompanying information which may be disclosed by Owner will constitute any representation, warranty, assurance, guarantee, or inducement by Owner as to the non-infringement of patents, trademarks, copyrights, or any intellectual property rights or other rights of third persons. Disclosure by Owner of Confidential Information does not constitute a warranty that the Confidential Information is accurate, complete, or adequate for the purposes contemplated by Recipient.

7. **Non-Solicitation of Employees.** Recipient hereby agrees that during the term hereof and for twelve (12) months thereafter, Recipient shall not directly or indirectly hire any employees of or consultants to Owner nor shall Recipient solicit or induce or attempt to induce any persons who are employees of or consultants to Owner at the time of such termination or

during the ninety (90) days immediately preceding such termination, to terminate their relationship or consulting agreement with Owner.

8. **Return of Materials.** Upon the earlier of (i) a written request at any time by Owner or (ii) termination of this Agreement, all Confidential Information, together with any copies thereof in any media, shall be returned by Recipient to Owner or destroyed, and Recipient shall make no further use of the Confidential Information and shall promptly certify in writing to Owner that it has complied with these obligations. The return of any Confidential Information will not relieve Recipient of its obligation to maintain the confidentiality of the Confidential Information in accordance with the terms hereof.

9. **Injunctive Relief.** Recipient acknowledges that any violation by Recipient or Recipient's Representatives of this Agreement would result in damage to Owner that is largely intangible but nonetheless real, and that is incapable of complete remedy by an award of damages. Accordingly, any such violation will give Owner the right to a court-ordered injunction (including, provisional, interim, temporary and interlocutory) or other appropriate order to specifically enforce those covenants. Recipient agrees to pay Owner as damages any reasonable expenses, including, but not limited to reasonable attorneys' fees, incurred in obtaining such specific enforcement (in addition to any other damages or relief to which Owner may be entitled).

10. **Termination.** This Agreement will be effective on and as of the date first set forth above and will (unless extended by mutual agreement in writing) terminate one (1) year from the last date that Confidential Information is provided to Recipient by or on behalf of the Owner.

11. **Effect.** Neither the execution and delivery of this Agreement nor the furnishing of Confidential Information will obligate either Recipient or Owner to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any third party.

12. **Miscellaneous.** This Agreement expresses the entire agreement between the parties hereto regarding the disclosure and use of Confidential Information, and supersedes any prior written or oral understanding or agreements. This Agreement may not be modified, amended, supplemented or waived except by a writing duly signed by the authorized officers of the parties hereto, and such writing must refer specifically to this Agreement. None of the rights, interests, or obligations created by this Agreement may be assigned, transferred, or delegated in whole or in part except upon the prior express written consent of the non-assigning party. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and this Agreement will be of no force and effect until it has been executed by all parties hereto. This Agreement will be construed and interpreted in accordance with the laws of the Province of Quebec without giving effect to the choice of law or conflict of laws principles thereof.

The parties declare having requested that this Agreement is drawn in the English language.
Les parties déclarent avoir exigé que la présente entente soit rédigée en langue anglaise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers as of the date first above written.

STINGRAY DIGITAL GROUP INC.

By:  _____

Name: Lloyd Feldman

Title: SVP and General Counsel

EGLA COMMUNICATIONS

By:  _____

Name: Edwin Hernandez PhD

Title: VP / CTO