

**MUTUAL
NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure Agreement (this "Agreement") is dated January 5, 2017 (the "Effective Date"), and is between AT&T Services, Inc., a Delaware corporation with a place of business at 208 S. Ekard St., Dallas, TX 75202 ("AT&T"), and World Media Empire, Inc., with a place of business at 401 N. Michigan Avenue, Suite 1200, Chicago, IL 60611 ("World"). AT&T and World are sometimes referred to individually as a "Party" and jointly as the "Parties."

The Parties propose to engage in discussions about a possible mutually beneficial and consensual business arrangement relating to carriage of World's content and television programming service(s) by AT&T or any of its Affiliates, and related matters (the "Purpose"). Such discussions may involve the disclosure of certain information that the Parties desire to keep confidential, and the Parties are entering into this Agreement as a condition to proceeding with such discussions.

The Parties therefore agree as follows:

1. "Disclosing Party" means the Party (or any of its Affiliates) that discloses Confidential Information, and "Receiving Party" means the Party (or any of its Affiliates) to whom Confidential Information is disclosed. An "Affiliate" of a Party means any person or entity at the relevant time controlling, controlled by or under common control with such Party, wherein "control" (or any of its correlates) means beneficial ownership of more than fifty percent (50%) of the equity or other interests entitled to vote for the election of directors or other persons authorized to perform equivalent functions with respect to the relevant entity.

2. "Confidential Information" means any information relating to the business, assets and operations of Disclosing Party and its Affiliates, regardless of the form in which it is embodied or the manner in which it is disclosed to or acquired by Receiving Party, that is (a) disclosed or acquired in connection with the Purpose, and (b) identified at or about the time of such disclosure or acquisition as confidential (whether or not capable of being protected as a trade secret under applicable law) or proprietary (whether or not copyrightable or patentable under applicable law). Such information may include confidential or proprietary information belonging or pertaining to third parties (such as employees, customers, vendors, contractors, licensors, licensees or other parties with whom Disclosing Party or any of its Affiliates does business); provided, by disclosing any such third party information pursuant to this Agreement, Disclosing Party thereby represents to Receiving Party that Disclosing Party is authorized to disclose such information for use in accordance with the terms of this Agreement. All information embodied in physical or electronic form that is conspicuously marked with a confidentiality or proprietary legend shall be presumed to have been identified as confidential or proprietary for purposes of the first sentence of this Section. Information without such markings or embodied in some other form shall be presumed to have been so identified if it is of a nature, or is disclosed or acquired under circumstances, with respect to which a reasonable person would understand an obligation applies restricting the disclosure and use thereof consistent with the terms of this Agreement.

3. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information using no less than reasonable care under the circumstances. Receiving Party shall not disclose Disclosing Party's Confidential Information to any person or entity not authorized by this Agreement. Receiving Party shall use Disclosing Party's Confidential Information solely for the Purpose and, if the Parties or any of their respective Affiliates propose to enter into a definitive, negotiated agreement with respect to any transaction contemplated by the Purpose (a "Definitive Agreement"), the negotiation and performance of such Definitive Agreement. Receiving Party shall not copy, summarize,

excerpt, abstract or compile Disclosing Party's Confidential Information except as necessary to permit internal review and discussions to facilitate the Purpose. Every such copy, summary, excerpt, abstract and compilation must contain the same confidentiality or proprietary legends and markings as the original source and shall be subject to the terms of this Agreement on the same basis as the original source.

4. This Agreement does not apply to any information that: (a) is or becomes generally known to the public other than as a result of a breach of this Agreement by Receiving Party; (b) is already known to Receiving Party at the time of its disclosure or acquisition pursuant to this Agreement and is not subject to a separate confidentiality arrangement between the Parties or any of their respective Affiliates; (c) is received by Receiving Party from a third party who Receiving Party reasonably believes under the circumstances is not subject to an obligation of confidentiality to Disclosing Party with respect to such information; or (d) is independently developed by Receiving Party without use of Disclosing Party's Confidential Information.

5. (a) Receiving Party may disclose Disclosing Party's Confidential Information only to those of its Affiliates, and those of its and its Affiliates' directors, officers and employees, who (i) have a need to know such Confidential Information to carry out their responsibilities on behalf of Receiving Party in connection with the Purpose, and (ii) are subject to legal obligations to Receiving Party restricting disclosure and use of confidential or proprietary information to the degree necessary to comply with this Agreement ("Personnel"). Prior to disclosing any of Disclosing Party's Confidential Information to its Affiliates and Personnel, Receiving Party shall advise such Affiliates and Personnel of confidential nature of such Confidential Information and shall direct them to protect such Confidential Information consistent with this Agreement. The failure of any of Receiving Party's Affiliates and Personnel (including for this purpose any person or entity that was an Affiliate or Personnel under this Agreement at any time) to observe any restriction on disclosure or use of Disclosing Party's Confidential Information in this Agreement shall be a breach of this Agreement by Receiving Party.

(b) Receiving Party may also disclose Disclosing Party's Confidential Information only to those of its agents, representatives, advisors, consultants, contractors and other third parties performing services for or on behalf of Receiving Party in connection with the Purpose, who (i) have a need to know such Confidential Information to perform such services; (ii) are subject to written legal obligations to Receiving Party restricting disclosure and use of confidential or proprietary information to the degree necessary to comply with this Agreement; (iii) have been authorized in writing by Disclosing Party to access and use Disclosing Party's Confidential Information; and (iii) if required by Disclosing Party as a condition to such access and use, have entered into a separate nondisclosure agreement with Disclosing Party in form and substance approved by Disclosing Party (each, a "Vendor"). Prior to disclosing any of Disclosing Party's Confidential Information to any Vendor, Receiving Party shall advise such Vendor of the restrictions on disclosure and use pertaining to such Confidential Information set forth in this Agreement and shall direct them to observe such restrictions. The failure of a Vendor, any of its directors, officers or employees, or any of its partners, members, shareholders or other controlling persons or entities (including for this purpose any person or entity that was a Vendor or such director, officer, employee or controlling person or entity under this Agreement at any time), to observe any restriction on disclosure or use of Disclosing Party's Confidential Information in this Agreement (or any separate nondisclosure agreement such Vendor may enter into with Disclosing Party) shall be a breach of this Agreement by Receiving Party. In the event of such breach (I) Receiving Party and its Vendor shall be jointly and severally liable to Disclosing Party for such breach, and (II) any rights of Disclosing Party arising as a consequence of such breach, whether under this Agreement or any separate nondisclosure agreement Disclosing Party may enter into with such Vendor, or now or hereafter existing at law or in equity, shall be cumulative and concurrent, and may in Disclosing Party's discretion be enforced against

either Receiving Party or such Vendor or both.

6. Certain Confidential Information disclosed pursuant to this Agreement (such as product or service roadmaps, device or technology specifications or personally identifiable information) may be particularly sensitive and subject to legal or other restrictions. Receiving Party understands that Disclosing Party may impose specific controls to assure the secure communication, storage, access, use and disposal of such Confidential Information. Disclosing Party reserves the right to require Receiving Party to separately accede in writing to such controls prior to disclosing such Confidential Information to Receiving Party.

7. Disclosing Party does not hereby grant to Receiving Party any right or license under, in or to any intellectual property or other right of Disclosing Party that may pertain to Disclosing Party's Confidential Information except as may be necessary to permit access, internal review and discussions to facilitate the Purpose. Receiving Party shall not attempt to determine the content, components or structure of, derive metadata, header information or other embedded data from, or otherwise deconstruct, decompile, decrypt, disassemble or reverse engineer, any Confidential Information of Disclosing Party disclosed or acquired as executable code or an integrated whole, or that is otherwise redacted, masked, encrypted or subject to other access controls.

8. To the extent not legally prohibited, Receiving Party shall promptly notify Disclosing Party in writing if Receiving Party or any of its Personnel is (a) compelled or requested to disclose any of Disclosing Party's Confidential Information by a court or a legislative, regulatory or administrative authority or other governmental body, or (b) required to make such disclosure pursuant to applicable law or regulation. Receiving Party shall use reasonable efforts under the circumstances to cooperate (at Disclosing Party's expense) with Disclosing Party in preserving the confidentiality of Disclosing Party's Confidential Information, including by seeking a protective order or otherwise contesting and attempting to limit such disclosure consistent with applicable law or regulation. If an appropriate limitation on such disclosure is not obtained, or if exigent circumstances exist, Receiving Party nevertheless may disclose without liability under this Agreement that portion of Disclosing Party's Confidential Information that Receiving Party is advised by its legal counsel to disclose, but only after giving Disclosing Party a reasonable prior opportunity (to the extent Receiving Party is not legally prohibited from doing so) to consult as to the content and timing of such disclosure.

9. As between the Parties, Disclosing Party's Confidential Information and all copies thereof provided to or created by Receiving Party, including for this purpose, all copies, summaries, excerpts, abstracts and compilations authorized by Section 3 (each, a "Copy"), remain the property of Disclosing Party. Upon its receipt of Disclosing Party's written request, Receiving Party shall promptly at its option either return to Disclosing Party, or destroy, all Copies in Receiving Party's possession or under its control. In fulfilling its obligation in the preceding sentence, Receiving Party shall use reasonable efforts under the circumstances, taking into account the form in which the Copies are embodied, Receiving Party's formal records retention policy, and prevailing information security practices. Receiving Party nevertheless may retain any Copies as are, and for so long as, necessary to comply with applicable legal requirements. Subject to Section 17, this Agreement's restrictions on the disclosure and use of Confidential Information nevertheless shall survive the return, destruction or retention of any Copies.

10. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS," WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED.

11. This Agreement does not create a partnership, joint venture, agency or other similar relationship between the Parties. Neither Party is authorized to make any representation on behalf of

the other Party or to otherwise bind the other Party in any respect. Neither Party is liable in any manner for business decisions made, actions taken or costs incurred by the other Party in reliance upon, or use of, Confidential Information disclosed or acquired pursuant to this Agreement or upon discussions between the Parties relating to the Purpose. Unless the Parties enter into a Definitive Agreement or agree otherwise in writing, neither Party is obligated to proceed with any transaction related to the Purpose or any other relationship.

12. This Agreement does not create an exclusive relationship between the Parties or any of their respective Affiliates, nor does it restrict or condition in any way either Party's right to (a) develop, acquire, use, distribute or market any content, service, product or technology that is similar to or competes with any content, service, product or technology described in or contemplated by the other Party's Confidential Information, or (b) engage in any discussion, pursue any opportunity or enter into any arrangement with any third party regarding any such matter.

13. Except as permitted by and pursuant to Section 8, a Party shall not, without the other Party's prior written approval, directly or indirectly disclose to any person or entity not authorized by this Agreement, or make or authorize any public statement concerning, (a) the Purpose, (b) the existence, status, subject matter or terms of this Agreement, any proposed Definitive Agreement, or any other proposed relationship between the Parties relating to the Purpose, or (c) any discussions between the Parties relating to any of the foregoing (the matters referred to in clauses (a) through (c) referred to individually and collectively, "Transaction Information"); provided, that it shall not be a breach of this Agreement for either Party to make a factually accurate public statement (i) solely regarding the expiration of (A) a carriage agreement between the Parties in effect as of the Effective Date or (B) a Definitive Agreement, and (ii) that does not criticize or disparage, or that is not derogatory to, the other Party or its directors, officers, personnel, products or services. AT&T hereby advises World that AT&T considers Transaction Information (subject to the proviso in the immediately preceding sentence) to be material non-public information about AT&T. World is also aware, and it shall advise its Affiliates, Personnel and Vendors, that the securities laws of the United States prohibit any person who has material, non-public information about a company (including the Transaction Information, subject to the proviso in the first sentence of this Section) from purchasing or selling securities of such company in reliance upon such information, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information.

14. Without the other Party's prior written consent, a Party shall not assign this Agreement, nor in any way transfer possession or custody of any Confidential Information of the other Party, either in whole or in part or by operation of law or otherwise. Any assignment or transfer made in breach of the foregoing is void and a material breach of this Agreement. A mere change in a Party's organizational structure (such as reincorporation in a different jurisdiction or a change in legal form) not accompanied by a sale or other transfer of securities or assets, merger, reorganization, business combination or other similar transaction involving a third party shall not be a prohibited assignment or transfer under this Agreement. This Agreement does not give any person or entity, other than the Parties and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement.

15. This Agreement contains the entire agreement of the Parties relating to the protection of Confidential Information in connection with the Purpose and supersedes all prior agreements, arrangements and understandings between the Parties and their Affiliates relating thereto. Unless this Agreement is expressly superseded by specific reference, this Agreement applies to all exchanges of Confidential Information between the Parties and their Affiliates in connection with the Purpose

notwithstanding the presence in a Definitive Agreement of a generic confidentiality provision or a provision purporting to integrate or supersede all prior agreements between the Parties or their Affiliates. This Agreement cannot be superseded, amended or waived except by a written instrument expressly referencing this Agreement that both Parties have had a meaningful opportunity to negotiate and that is affirmatively signed by authorized representatives of the Parties. If a Party fails to enforce, or waives enforcement of, any provision of this Agreement in any instance, such failure or waiver is not a waiver by such Party of enforcement of any other provision or of future enforcement of the same provision. Any provision of this Agreement held to be unenforceable for any reason shall be severable, and all other provisions hereof and this Agreement as a whole shall remain in effect. Such unenforceable provision shall be construed so as to give effect to its intent to the fullest extent possible within the limits of applicable law.

16. The laws of the State of California, without giving effect to conflict of laws principles, govern this Agreement and all claims, controversies and disputes arising under or related to it. All proceedings in respect of this Agreement must be brought only in the state or federal courts located in the City of Los Angeles. Each Party hereby submits to the exclusive jurisdiction of such courts for purposes of such proceedings and hereby waives all defenses of lack of personal jurisdiction and forum non conveniens with respect to such courts. Each Party hereby consents to service of process by any method acceptable under the laws of the State of California.

17. A Party may terminate this Agreement for any reason upon prior written notice to the other Party. Notwithstanding termination of this Agreement but subject nevertheless to the second sentence of Section 15 (a) this Agreement shall automatically extend to and apply during the full term of any Definitive Agreement if such term is longer than the term of this Agreement, and (b) all rights and obligations relating to any Confidential Information disclosed or acquired pursuant to this Agreement shall survive termination of this Agreement and any Definitive Agreement. Any other provisions of this Agreement which by their specific terms or by necessary implication are to survive termination of this Agreement shall so survive.

18. This Agreement, or any applicable amendment or waiver, may be signed in counterparts and delivered in manual, facsimile or PDF form, with each counterpart so delivered being deemed an original and all such counterparts together constituting one and the same instrument.

The Parties are signing this Agreement as of the Effective Date. Each individual signing below represents that he or she is duly authorized to act in the designated capacity and to bind the indicated Party with respect to the matters set forth herein.

AT&T Services, Inc.

World Media Empire, Inc.

By: Chris Lui

By: Aaron Price

Name: Chris Lui

Name: Aaron Price

Title: AVP Content Strategy & Dev

Title: CEO