

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is entered into this 14 day of August 2018 (the "Effective Date") in connection with a possible transaction (the "Transaction") that may be entered into by and between Greg Welteroth Holding, Inc. d/b/a Gregory Welteroth Advertising d/b/a GWA (the "GWA"), a Pennsylvania company, having a mailing address located at c/o Berlandi Nussbaum & Reitzas LLP, 125 Park Avenue, 25th Floor, New York 10017 on the one hand, and WOIO, LLC Raycom Media ("Company"), a Delaware limited Liability Company, having a mailing address located 1717 E. 12th St. Cleveland OH, 44124, on the other hand. GWA and Company are sometimes individually referred to as a "Party" and collectively as the "Parties." The Parties further agree as follows:

1. Confidential Information. In the course of its discussions, one Party (the "Discloser") may disclose certain technical and non-technical information to the other Party (the "Recipient") in connection with the Transaction between them including, but not limited to, the following information: (a) Discloser's business structure and viability; (b) Discloser's business relationships and clients; (c) Discloser's contracts and/or agreements as well as Discloser's respective counterparties to said agreements; (d) Discloser's proprietary marketing proposals, trade secrets, financial projections, financial analysis, computer programs, benefit designs, media opportunities, publishing rates, proprietary offerings, direct marketing strategies and campaigns, analyst reports and/or studies that are provided to Recipient; (e) Discloser's marketing strategies and campaign initiatives as well as existing and future supplier contracts; and (f) future marketing initiatives for a possible transaction, vendor/supplier relationship(s) and/or a joint venture between the Parties. For purposes of this Agreement, such information stated above will be deemed "Confidential Information" and shall be protected regardless of the manner in which it is furnished. All rights in and title to the Confidential Information supplied shall remain with Discloser. In addition, the fact that the parties are in discussions regarding a potential Transaction and/or business relationship will also be deemed Confidential Information, and the obligation to keep this information confidential will survive termination or expiration of this Agreement.

2. Use of Confidential Information; Standard of Care. Recipient shall make use of the Confidential Information only for the purpose of discussing and evaluating a possible Transaction and/or relationship between the Parties (the "Potential Relationship"). Recipient shall not use the Confidential Information for any purpose other than the intended use set forth in this Agreement, and shall not disclose, disseminate or otherwise publish or communicate such Confidential Information to any person, firm, corporation or other third party without the prior written consent of Discloser, except to Recipient's officers, directors, employees, consultants, corporate affiliates and other agents or representatives, including legal and accounting advisors, who have a need to know and who have been informed of Recipient's confidentiality obligations (together, the "Representatives"). Recipient shall be responsible for any breach by its Representatives of this Agreement. Further, Recipient shall not use the Confidential Information for any competitive purpose.

The Recipient will keep and protect the confidentiality and security of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Recipient will take at least those measures that it takes to protect its own Confidential Information of a similar nature, but in no case less than reasonable care.

3. Non-Solicitation. Company shall not knowingly use any Confidential Information received in the performance of this Agreement to directly solicit GWA's clients, during the Term (as defined below) and for a period of twenty-four (24) months thereafter. The foregoing shall not

prohibit Company from engaging in general advertising or general solicitation not targeted at any such client, and/or contemplated business relationship with a third-party made known to Company from GWA.

4. Confidentiality Period/Term. This Agreement and Recipient's duty to hold Confidential Information in confidence shall expire two (2) years (the "Term") after the end of the Disclosure Period (as defined below), unless the Parties enter into an agreement related to the Transaction which shall supersede this Agreement.

5. Disclosure Period. This Agreement pertains to Confidential Information that is disclosed during the period commencing two calendar months prior to the Effective Date and ending on the earliest of (i) termination of dealings between the Parties and delivery of written notice thereof by either Party specifically referencing this Agreement, (ii) the execution of a definitive agreement between the Parties which contains provisions governing the treatment of confidential information, or (iii) six (6) months after the Effective Date (the "Disclosure Period").

6. Exceptions. The obligations above will not apply to Confidential Information that: (a) is, or subsequently becomes, available to the public through no breach of Recipient's obligations; (b) was previously known to Recipient as a matter of record at the time of receipt; (c) is subsequently and lawfully obtained from a third party who has lawfully obtained the information; (d) is subsequently developed by Recipient independently of any disclosure from Discloser; or, (e) is disclosed to a third party by Discloser, or by a parent, subsidiary or affiliate of Discloser, without a corresponding obligation of confidence. Additionally, Recipient will not be in breach of its obligations above if it discloses Confidential Information as required by a government agency or by operation of law, so long as Recipient (i) notifies Discloser at the address set forth at the beginning of this Agreement, provided it is legally permissible, sufficiently prior to disclosure to enable Discloser, at its' expense, to seek to oppose or restrict the disclosure; (ii) cooperates with any reasonable and lawful attempt by Discloser, at its' expense, to oppose or restrict the disclosure; and, (iii) upon the advice of counsel, only discloses such Confidential Information that is legally required to be disclosed.

7. Warranty. Discloser makes no representation or warranty express or implied, of any kind with respect to any Confidential Information it discloses, and any such Confidential Information is disclosed "as is"; provided, however, that Discloser represents and warrants that it has the lawful right to disclose such Confidential Information to the Recipient.

8. Other Business Activities.

(a) Discloser agrees that Recipient may have or in the future acquire information, either independently developed or legally received from third parties, which may be similar to the Confidential Information. Nothing in this Agreement will be construed as a representation that Recipient does not or will not have the right to use such independently developed or legally received information.

(b) Nothing in this Agreement shall prohibit either Party from pursuing a business relationship similar to the Potential Relationship independently or with any other third party or parties.

(c) Nothing in this Agreement will be construed as a representation or agreement that Recipient will not develop (or have developed for it) products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that Recipient does not violate any of its obligations under this Agreement in connection with such development.

(d) Nothing contained in this Agreement shall be construed as implying any commitment or agreement by either Party to pursue the potential Transaction or make any payment to the other Party or in any business of the other Party or to enter into any other business arrangement of any nature whatsoever with the other Party. In addition, this Agreement does not create any agency or partnership relationship.

9. Ownership and Other Rights. Neither Party acquires any intellectual property rights under this Agreement.

10. Injunctive Relief. Recipient acknowledges that disclosure or use of Confidential Information in violation of the Agreement may cause irreparable harm to Discloser for which monetary damages may be difficult to ascertain or an inadequate remedy. Recipient therefore agrees that Discloser will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

11. Non-waiver: Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

12. Miscellaneous.

(a) This Agreement shall be interpreted under the laws of Pennsylvania, without giving effect to its conflicts, or choice of laws. Further, any dispute or portion thereof, or any claim for a particular form of relief with respect to this Agreement may only be heard in a court of competent jurisdiction in Lycoming County, Pennsylvania.

(b) This Agreement represents the entire agreement of the Parties, and supersedes all prior communications, agreements and understandings between the Parties, relating to the subject matter hereof. This Agreement may not be modified, amended or waived except by a written agreement signed by the representatives of the Parties signing below.

(c) Sections 3, 5, 6, 7, 8, 9 and 10 will survive the termination or expiration of this Agreement.

(d) If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.

(e) The Parties agree to enter into and execute such further documents or instruments as may be necessary and appropriate to effectuate this Agreement.

(f) The Parties hereto represent and warrant that they possess the full power and authority to execute, deliver and agree to the terms contained herein, and that each individual signing on behalf of a party has been duly authorized by that party to execute this Agreement on their behalf.

(h) This Agreement may be executed in counterparts. A scanned, facsimile or photocopy signature shall constitute an original signature.


ACKNOWLEDGED AND AGREED:

**GREG WELTEROTH HOLDING, INC. D/B/A GREGORY
WELTEROTH ADVERTISING D/B/A GWA**

By: _____
Print Name: _____
Title: _____
Date: _____

ACKNOWLEDGED AND AGREED:

WOIO, LLC RAYCOM MEDIA

By: 
Print Name: Erik Schrader
Title: VP/ General Manager
Date: August 14, 2018