

## Mutual Non-Disclosure Agreement

Parties: Cinegy GmbH, Müllerstr. 27, 80469 Munich, Germany

Other Party: SOS Software SA de CV, Federico Medrano 710, Guadalajara, Jalisco, México 44400

WHEREAS, Cinegy and SOS Software SA de CV wish to engage in discussions concerning an actual or potential business relationship (the "Business Relationship"), and in connection therewith, each has requested and may hereafter request that the other provide to it certain materials, documents and information regarding their respective businesses, operations and technology, which information is confidential and proprietary, and may include, without limitation, inventions, discoveries, procedures, methods, process descriptions, experimental techniques, designs, specifications, technical information, know how, trade secrets, potential and actual patent applications or patents, research or development projects or results, program flow charts, file layouts, source code listings, computer programs, business plans, and other trade secrets or confidential knowledge or processes of or developed by the Disclosing Party (collectively, the "Confidential Information"); and

WHEREAS, each party desires to protect its Confidential Information and preserve the confidential and proprietary nature of the Confidential Information.

NOW, THEREFORE, in consideration of the above and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Each of the parties will be considered a "Recipient" hereunder with respect to its receipt of Confidential Information from the other party under this Agreement, and each will be considered a "Disclosing Party" hereunder with respect to its Confidential Information disclosed to the other party under this Agreement.
2. Recipient agrees for itself and its Representatives (as hereinafter defined) that it will not, directly or indirectly, use the Confidential Information in any way other than in furtherance of the Business Relationship. Recipient acknowledges the competitive value and confidential and proprietary nature of the Confidential Information and the damage that could result to the Disclosing Party if any part of the Confidential Information were disclosed to any third party and therefore Recipient further agrees that it and its Representatives will not, directly or indirectly, disclose all or any part of the Confidential Information, except as herein provided. Recipient further agrees to limit the disclosure of the Confidential Information to only those employees, officers, agents and advisers (collectively, "Representatives") necessary for the purposes aforesaid and agrees to advise each such employee, officer, agent and advisor of the obligations contained herein and that by receiving such information they are agreeing to be bound by this agreement. Recipient shall be responsible for any breach of this agreement by any Representative and shall indemnify and hold the Disclosing Party harmless from any such breach. Recipient shall provide the Disclosing Party with prior written notice of its intent to disclose the information to a Representative who is an agent or advisor of Recipient.
3. No right of license to use the Confidential Information or other interest is hereby granted other than for the purposes aforesaid.
4. Notwithstanding anything else herein to the contrary, the obligations of secrecy and non-disclosure set forth herein shall not apply to: (a) information which at the time of disclosure to Recipient is in the public domain; (b) information which after disclosure to Recipient becomes generally available to the public by publication or otherwise through no fault of Recipient or any of its Representatives; (c) information which Recipient can show by written records was in its possession prior to disclosure thereof and which was not acquired by Recipient directly or indirectly from the Disclosing Party; or (d) information Recipient is required by law to disclose, provided Recipient has received an unqualified opinion of its counsel, a copy of which Recipient provides to the Disclosing Party, that such disclosure must be made by Recipient in order that it not commit a violation of law, and provided further that Recipient provide the Disclosing Party with sufficient advance notice of its duty to disclose and cooperates with the Disclosing Party in seeking to maintain confidential treatment of such Confidential Information.
5. Recipient shall return to the Disclosing Party upon demand any and all documents and things containing or comprising Confidential Information entrusted to it by the Disclosing Party pursuant to this Agreement (including any and all copies, abstracts, compilations or analyses thereof and memoranda related thereto) and Recipient further agrees that it shall not copy in whole or in part any such Confidential Information without the

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enabling media technology

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Daniella Weigner  
Jan Weigner

District Court Munich  
Amtsgericht München  
H R B 1 5 0 1 9 0  
VAT-ID#: DE232212135  
Tax#: 143/124/70587



written consent of the Disclosing Party, except for the sole use of its officers in connection with the Business Relationship.

6. Recipient acknowledges for itself and its Representatives that the Disclosing Party does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and agrees that the Disclosing Party shall have no liability to Recipient or any other person resulting from its use of Confidential Information.

7. Without the prior written consent of the Disclosing Party, Recipient and its Representatives shall not disclose to any person either the fact that discussions or negotiations are taking place concerning a possible business arrangement with the Disclosing Party or any of the terms, conditions or other facts with respect to any possible transaction, including the status thereof.

8. The agreement to maintain the confidentiality of the Confidential Information shall be of a three year duration and survive any termination of this Agreement or the Business Relationship.

9. Recipient shall be jointly and severally liable with its Representatives for any breach by its Representatives of this Agreement.

10. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and determined in accordance with the laws of the Germany, without giving effect to its conflict of laws, principles or rules. Each party for itself and, to the extent possible, for its Representatives: hereby consents to the exclusive jurisdiction of any state or federal court located within Germany and irrevocably agrees that all actions or procedures relating to this Agreement shall be litigated in such courts and each party waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon them and consents that all such service of process be made by mail or messenger directed to such party at the address set forth on the first page of this Agreement. Nothing contained herein shall affect the either party's right to serve legal process in any other manner permitted by law.

11. Recipient agrees that money damages would not be a sufficient remedy for any breach of this Agreement by Recipient or its Representatives and that in addition to all other remedies which may be available, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach and Recipient further agrees to waive and to use its best efforts to cause its Representatives to waive any requirement for securing or posting of any bond in connection with such remedy.

12. If any provision of this Agreement shall be found to be invalid or unenforceable, such provision shall be deemed amended, and the court or other government body finding such provision invalid or unenforceable is authorized to reform the provisions(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein, without affecting the validity or enforceability of the remaining provisions of this Agreement

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties as of the day and year first above written.

CINEGY GmbH

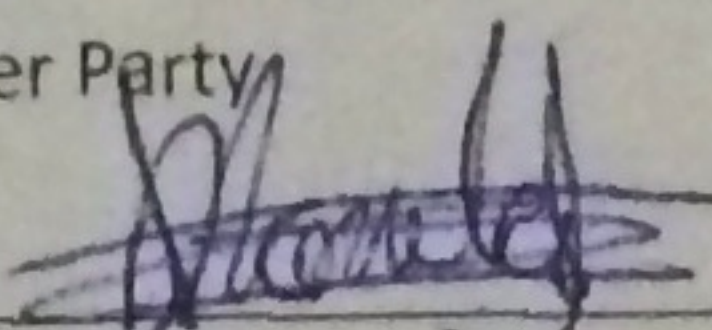
\_\_\_\_\_  
Signature of Legal Representative

Managing Director  
Title

Daniella Weigner  
Name

\_\_\_\_\_  
Date

Other Party

  
\_\_\_\_\_  
Signature of Legal Representative

General Manager  
Title

Ricardo Novela  
Name

Dec 11, 2014  
Date