

mutual non-disclosure agreement

This Agreement is made this 4 day of June, 2020 (the "Effective Date") by and between BINAH LAI LTD., a company duly incorporated under the laws of the State of Israel, with its principal place of business at 125 Yigal Alon St., Tel-Aviv, Israel, on behalf of itself and of BINAH LAI INC., a Delaware corporation with its principal place of business at 7920 Long Meadow Rd. Pikesville MD 21208, (BINAH LAI LTD. together with BINAH LAI INC., the "Disclosing Party"), and UNIVERSAL MIND TV, INC., a corporation incorporated and existing under the laws of the State of Delaware having its principal place of business at 228 Park Ave S, PMB 56628, NY, NY 10003-1502, USA (the "Receiving Party").

WHEREAS, the parties are engaged in discussions pertaining to the evaluation of a potential or future business relationship between the parties (the "Purpose"). In connection with said Purpose, each of the parties (the "Receiving Party") has been, and/or may be, provided with, and/or may have access to, certain valuable and proprietary business and/or technical and/or financial information of the other party (the "Disclosing Party"), and

WHEREAS the parties recognize the potential value to the Receiving Party, and the corresponding risk to the Disclosing Party, resulting from the Disclosing Party's disclosing and/or making available to the Receiving Party the aforesaid information. Therefore, the parties wish to record the strict terms and conditions on which said information is to be provided by the Disclosing Party and received by the Receiving Party.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties hereto hereby agree as follows:

1. **Confidential Information.** The Receiving Party acknowledges that the Disclosing Party has or may provide, and the Receiving Party has or may receive and/or have access to the Confidential Information as hereinafter defined, subject to the terms hereof.

For purposes of this Agreement, "Confidential Information" shall mean any and all information delivered, made available or otherwise acquired by the Receiving Party from the Disclosing Party and/or its employees, agents or representatives, and any information obtained by inspection or observation of Disclosing Party's property and facilities, and any other information or data of the Disclosing Party, whether in oral, written, graphic, machine-readable form, or in any other form, to which the Receiving Party is exposed, including, without limitation, all information of a confidential and/or proprietary nature relating to Disclosing Party's products, designs, technology, specifications, formulations, software and/or any part of its code, algorithm, web portal, server, equipment, trade secrets, information which relates to current, planned or proposed products, business plans, business opportunities, finances, research and development, personnel, contractual and marketing information and relationships, marketing and business plans and forecasts, sales, customers, and confidential information of third parties disclosed by them to the Disclosing Party.

Notwithstanding the aforesaid, regardless of whether the Confidential Information was identified as confidential, if the Receiving Party has reason to believe that the information received may be Confidential Information, the Receiving Party shall nevertheless treat such Confidential Information as the confidential information of the Disclosing Party. Each party shall determine in its sole discretion what Confidential Information it shall disclose to the other party.

1. 2. **Obligations.** The Receiving Party (i) shall keep the Disclosing Party's Confidential Information in strict confidence and (ii) shall not disclose the Confidential Information to any person, firm or corporation, and (iii) shall not use or exploit the Confidential Information, directly or indirectly, for any purpose whatsoever other than in connection with the Purpose, and (iv) shall not modify, copy or adapt the Confidential Information in any way or form, and (v) shall not distribute or disseminate the Confidential Information in any way or form, and (vi) shall not, directly or indirectly, reverse engineer, de-compile or disassemble the Confidential Information, and (vii) shall not allow others to do any of the above.
1. 3. **Measures.** The Receiving Party shall take at all times the necessary precautions to keep the Confidential Information confidential, and to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those precautions the Receiving Party utilizes to protect its own proprietary information and trade secrets, which shall in no event be less than the care a reasonable person would use under similar circumstances.
1. 4. **Permitted Disclosure.** Notwithstanding the foregoing, the Receiving Party shall be entitled to disclose the Confidential Information only to those shareholders, directors, officers, employees and consultants of the Receiving Party ("Representatives") (a) whose duties justify access to such Confidential Information, (b) who have a need to know such Confidential Information in connection with the Purpose and (c) who are bound, whether as a condition of their employment/consultancy or otherwise, by a written non-disclosure agreement of at least equal scope to this Agreement (eliminating however further disclosures) and which extends to the Confidential Information; provided however that the Receiving Party has advised each such Representative, before she/he receives access to Confidential Information, of his/her obligations under this Agreement.

For the avoidance of doubt, the above shall not derogate from the Receiving Party's responsibility for its Representatives and/or anyone else acting on its behalf, and the Receiving Party shall be liable at all times to the Disclosing Party, for any breach of confidentiality or non-disclosure obligations hereunder by any of such Representatives and/or anyone else acting on its behalf, regardless of termination of any labor, employment, consultancy or other relationship between such persons with the Receiving Party.

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1. 5. **Notification.** The Receiving Party shall notify the Disclosing Party immediately in the event the Receiving Party learns of any unauthorized possession, use or knowledge of the Disclosing Party's Confidential Information or materials containing such Confidential Information, and will cooperate with the Disclosing Party in any proceeding against any third parties necessary to protect the Disclosing Party's rights with respect to the Confidential Information.

1. 6. **Ownership.** The Confidential Information is and shall remain the exclusive property of the Disclosing Party, and the Receiving Party hereby acknowledges the right, title and interest of the Disclosing Party in and to the Confidential Information. The Receiving Party will not at any time infringe, contest, dispute or question such right, title or interest nor aid others in doing so, directly or indirectly.

Notwithstanding the above, any feedback that a party ("A") receives from the other party ("B"), concerning on the receiving party's ("A") product, shall be considered to be as the intellectual property and Confidential Information of the receiving feedback Party ("A")

The disclosure to the Receiving Party of the Confidential Information or its use by the Receiving Party shall not be construed in any way to grant to the Receiving Party any right or license with respect to the Confidential Information other than the right to use the same, strictly in accordance with the terms of this Agreement. The parties also acknowledge that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement.

1. 7. **Exceptions.** The obligations of the Receiving Party regarding the confidentiality of the Confidential Information shall not apply to any information which (a) information that was in the public domain at the time it was disclosed other than as a result of a breach by Receiving Party; (b) information that can be demonstrated by documentary evidence to have been known to Receiving Party at the time of disclosure with no obligation of confidentiality or limitation on use towards the Disclosing Party; and (c) information that becomes known to Receiving Party from a source other than the Disclosing Party, as demonstrated by appropriate documentation, without breach of any obligation of confidence Receiving Party or by the party disclosing such information to Receiving Party;

In the event the Receiving Party receives Confidential Information that it claims to be exempt from the confidentiality requirements contained herein due to one or more of the exceptions listed above, the Receiving Party shall promptly notify the Disclosing Party of the claimed exception(s), and upon the request of the Disclosing Party, provide details to the Disclosing Party verifying its claim. The Receiving Party shall have the burden of proof for any exception claimed hereunder.

1. 8. **Legally Required Disclosures.** The obligations of confidentiality assumed under this Agreement shall not apply to the extent that the Receiving Party is required to disclose the Disclosing Party's Confidential Information under any applicable law, regulation or an order from a court, or other governmental authority having competent jurisdiction, provided that, to the extent permitted under applicable law, the Receiving Party: (i) promptly notifies the Disclosing Party of such requirement to disclose so as to provide the Disclosing Party an opportunity to seek a protective order; (ii) provides the Disclosing Party with reasonable cooperation in its efforts to contest such disclosure, upon reasonable request by the Disclosing Party and at the Disclosing Party's expense; and (iii) disclose only the portion of the Disclosing Party's Confidential Information that is required to be disclosed under such law, regulation or order.
2. 9. **Disclaimers.** The Confidential Information disclosed under this Agreement is delivered "as is" and the Disclosing Party makes no representation or warranties, of any kind, express or implied, with respect to the Confidential Information, including without limitation with respect to the accuracy of such Confidential Information or its suitability for any particular use.

This Agreement imposes no obligation on either party to enter into any further agreement or relationship with each other or to purchase, sell, license, transfer or otherwise dispose of any technology, services or products.

1. 10. **No Agency.** Nothing herein shall be construed as creating a partnership, joint venture, an employment relationship or an agency relationship between the Parties, or as otherwise authorizing either Party to act for the other. The Parties hereto are independent contractors for all purposes.
1. 11. **Injunctive Relief.** The Receiving Party acknowledges that the Confidential Information is the valuable proprietary information and/or confidential trade secrets of the Disclosing Party and that unauthorized disclosure or use of Confidential Information may give rise to irreparable injury, which may not be adequately compensated by damages. The parties agree and acknowledge that money damages are not a sufficient remedy for any breach of this Agreement by the Receiving Party and that the Disclosing Party shall be entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.
1. 12. **Term and Termination.** The period of disclosure shall commence as of the effective date of the Agreement and shall, unless terminated in accordance with the provisions of this Section, continue for a period of five years from the Effective Date hereof, unless extended by the written consent of the parties attached to this Agreement (the "Disclosure Period").

Notwithstanding anything to the contrary in the preceding paragraph, the Disclosure Period may be terminated by either party by providing the other party

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with 30 days' prior written notice.

It is hereby clarified that all obligations of the parties hereto with respect to the Confidential Information shall survive any termination or expiration of the Disclosure Period.

1. 13. **Return of Confidential Information.** Upon the Disclosing Party's first written request, the Receiving Party shall: (a) promptly return to the Disclosing Party, or destroy subject to the Disclosing Party's written instructions, all tangible embodiments or any other form of the Confidential Information (and any copies thereof), whether provided by the Disclosing party or made by the Receiving Party; (b) immediately cease all further use of the Confidential Information; and (c) provide the Disclosing Party with a written certificate evidencing the complete and full execution of the provisions of this Section.

Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information as required by applicable law, and, to the extent such copies are electronically stored in accordance with the Receiving Party's retention or back-up policies or procedures, so long as such Confidential Information is kept confidential until such time as it is returned to the Disclosing Party or permanently and completely destroyed.

1. 14. **Entire Agreement.** This Agreement is the entire and exclusive agreement of the parties with respect to the subject matter hereof, supersedes all prior written or oral understandings relating thereto, and shall survive the expiration or termination of any other agreement between the parties. This Agreement may not be modified except by a written instrument signed by a duly authorized representative of each party hereto.

1. 15. **Assignment.** Except in the event of a merger or acquisition of all or substantially all of a party's assets, shares or business and/or in any other similar event, this Agreement may not be assigned by either party without the prior written consent of a duly authorized officer of the other party.

1. 16. **Authority.** The Disclosing Party represent and warrant that it has the authority to enter into this Agreement and that all Confidential Information disclosed or otherwise provided to the Receiving Party has been lawfully obtained (e.g. not obtained through fraud, identity theft or any illegal or illicit means) and it has the legal right to disclose such Confidential Information.

1. 17. **Severability.** In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and further agree to substitute for such invalid provision a valid provision that most closely approximates the intent and effect of the invalid provision.

1. 18. **Waiver.** Any failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

1. 19. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Israel, excluding any conflict of laws provisions, and the competent courts of Tel Aviv – Jaffa shall have exclusive jurisdiction over all matters arising under or relating to this Agreement.

2. 20. **Counterparts.** This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original.

In witness whereof, the parties hereto have caused this Agreement to be duly executed as of the date(s) set forth below.

BINAHAI LTD.	UNIVERSAL MIND TV, INC.
By: _____	By: <u>B Korkh</u>
Title: _____	Title: <u>Founder & CEO</u>
Date: _____	Date: <u>4/6/20</u>