MUTUAL NON-DISCLOSURE AND
NON-CICUMVENT AGREEMENT

This **MUTUAL NON-DISCLOSURE AND NON-CICUMVENT AGREEMENT** ("Agreement") is made effective as of the last date signed by a party below ("Effective Date") by and between Swarm Capital GmbH, and all of its affiliates, ("Swarm") and the company signing below ("Company") (collectively, the "Parties"). Swarm and Company are considering a potential relationship or transaction. The Parties will be exchanging information in order to evaluate or operate such relationship or transaction. As a condition to the exchange of such confidential information, the Parties hereby agree as follows:

1.   CONFIDENTIAL INFORMATION. "Confidential Information" is limited to information which is (a) disclosed in writing by the disclosing party (the "Disclosing Party") to the receiving party (the "Receiving Party") and marked "Confidential", "Proprietary" or otherwise labeled to indicate that it is confidential, (b) disclosed orally and identified as confidential at the time of disclosure, or (c) is the type of information that is reasonably believed to be confidential. Notwithstanding the foregoing, Confidential Information shall include proprietary technical and business information obtained by either party, including but not limited to: (a) patent and patent applications; (b) techniques, sketches, drawing, works of authorship, models, inventions, processes, equipment, algorithms, software programs, software source comments, and formulae related to current, future and/or proposed products and services of each of the Parties, including information concerning research, development, design details and specifications; and (c) information in tangible or intangible form relating to and/or including any of the following: released or unreleased products, the marketing or promotion of any of the Parties' products, the Parties' business policies or practices, and information received from others that the Parties are obligated to treat as confidential, financial information, procurement and/or purchasing requirements, customers (former, current, or potential), investors, employees, business and contractual relationships, business forecasts, sales and merchandising data, and marketing plans, (d) financial information, employee information, vendor relationships, media rates, and information that would constitute a Trade Secret under California's adoption of the Uniform Trade Secrets Act.

2.   RESTRICTIONS/OBLIGATIONS. The Receiving Party shall: (i) only disclose the other party's Confidential Information to its officers, directors, employees or contractors, provided such personnel are bound by confidentiality restrictions no less protective than those set forth in this Agreement; (ii) not disclose any Confidential Information to any third party without Disclosing Party's prior written consent; (iii) use such

Confidential Information only to the extent required for the purpose of evaluating a potential business relationship; (iv) not reproduce, summarize and/or distribute Confidential Information in any form except as required to accomplish such purpose and only as provided hereunder; (v) under no circumstances will the Receiving Party reverse engineer, decompile, disassemble, or attempt to reveal source code from the software provided by the Disclosing Party and/or create software or contracts with others to create software or implement others' software that directly or closely represents the ideas, concepts, documents and materials provided by the disclosing party (vi) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; (vii) promptly provide the Disclosing Party with notice of any actual or threatened breach of the terms of this Agreement, and (viii) shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less that reasonable care, to keep confidential the Confidential Information. However, the Receiving Party may disclose Confidential Information in accordance with a judicial or other governmental order provided that such party shall give the Disclosing Party written notice and the opportunity to seek confidential treatment of the information prior to such disclosure, or obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, Receiving Party shall not disclose any computer source code that contains Confidential Information in accordance with a judicial or other governmental order unless it takes reasonable security precautions to keep the Confidential Information confidential. Receiving Parties and each of them may only disclose Confidential Information to their employees and consultants to the Receiving Party's Affiliates and their employees and consultants, on a need-to-know basis. Receiving Parties and each of them shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of

Confidential Information or any other breach of this Agreement by a Receiving Party and its employees and consultants, and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. All Confidential Information, including all copies thereof shall be returned on demand of the Disclosing Party.

3. EXCLUSIONS. The foregoing restrictions on disclosure shall not apply to Confidential Information which: (a) is now or hereafter becomes generally known through no act or failure to act on the Receiving Party's part; (b) the Receiving Party independently knows at the time of receiving such information, as evidenced by its written records; (c) a third party hereafter furnishes to the Receiving Party without breaching any obligation of confidentiality and without restriction on disclosure; (d) the Receiving Party has independently developed without using the Disclosing Party's Confidential Information or breaching this Agreement; or (e) Disclosing Party gives written permission to the Receiving Party to disclose.

4. OWNERSHIP. All Confidential Information (including copies thereof) shall remain the property of the Disclosing Party. By disclosing Confidential Information to the Receiving Party, the Disclosing Party does not grant any express or implied right to the Receiving Party to any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. The Disclosing Party reserves without prejudice the ability to protect its rights under such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein. All Confidential Information shall be returned in a secure manner (or, at the Disclosing Party's option, the Receiving Party shall certify that the Confidential Information was destroyed in a secure manner such that it cannot be recovered by commercially reasonable means) upon written request or upon the Receiving Party's need for it has expired, and in any event, upon termination of this Agreement. No rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement.

5. TERM. This Agreement shall continue for so long as the Parties continue to exchange Confidential Information. All sections of this Agreement relating to the rights and obligations of the Parties concerning Confidential Information disclosed during the term of this Agreement shall survive for six (6) months from the termination of this Agreement.

6. EQUITABLE REMEDIES. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that each party may, without waiving any other rights or remedies, seek injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond.

7. INDEMNIFICATION. Receiving Party shall indemnify and hold harmless Disclosing Party from and against any and all third party losses, liability, claims, actions, damages, penalties, costs, fees or expenses, including but not limited to legal fees and expenses, that result from or that are caused by a breach of this Agreement, in whole or in part, by Receiving Party or by its personnel.

8. NON-SOLICITATION. For a period of one (1) year after the termination of this Agreement, all Parties agree that they will not solicit for hire, or hire or advise to assist others with the opportunity to do the same, any employees of the other Party, without the prior written consent of such other Party.

9. NON-CIRCUMVENTION: In addition, the Parties agree not to circumvent each other and work with business associations, clients, and other third party vendors introduced by each Party in this ease. This non-circumvention provision shall expire at the end of one (1) year from the termination of this Agreement.

10. GENERAL. All rights and obligations in connection herewith shall be interpreted, construed and enforced in accordance with and governed by the applicable laws of the State California, without regard to conflicts of law principles. Any and all disputes arising hereunder shall be determined by arbitration held in San Francisco, California in accordance with the rules of the American Arbitration Association (AAA), and judgment upon decision(s) by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall pay its own costs in connection with such arbitration, and the fees due to AAA itself shall be paid equally by the Parties to the proceeding. This Agreement constitutes the entire Agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof. The Agreement may be changed only by a writing signed by both Parties. If any provision of this Agreement is held unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect. None of the provisions of this Agreement shall be deemed to

have been waived by any act or acquiescence on the part of the Parties, their agents, or employees, but only by an instrument in writing signed by the Parties.

11.   **NOTICES**.   Any notices required under the Agreement must be in writing and may be delivered by hand or by courier, or sent by mail (return receipt requested) to the address of the Parties shown on this Agreement or any alternative address of which a party notifies the other in writing.

12.   MISCELLANEOUS. In the event the Disclosing Party provides any computer software and/or hardware to the Receiving Party as Confidential Information under the terms of this Agreement, such computer software and/or hardware may only used by the Receiving Party for evaluation and providing feedback to the Disclosing Party. Unless otherwise agreed by the Disclosing Party and the Receiving Party, all such computer software and/or hardware and Confidential Information is provided "As Is" without warranty of any kind, and the Receiving Party agrees that neither the Disclosing Party nor its suppliers shall be liable for any damages whatsoever arising from or relating to the Receiving Party's use or inability to use such software and/or hardware.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement.

Company	Universal Mind TV
Address:	228 Park Ave S PMB 56628 New York, New York 10003-1502 US
Signature	*B. Korbel* Benjamin Korbel (Jun 4, 2020 10:56 GMT+10)
Name	Benjamin Korbel
Title	Authorized Signatory
Date	Jun 4, 2020

Swarm Capital GmbH	
Address:	Landstrasse 60, FL-9490 Vaduz
Signature	
Name	Philipp Pieper
Title	Authorized Signatory
Date	[insert]