



[REDACTED]eum

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made and entered into effective 8/4/2018 11:27:04 AM PDT by and between [REDACTED] Corporation, a Delaware corporation having its corporate address at: 1185 Ave of the Americas, Fl 37<sup>th</sup>, New York City, New York 10017, USA ("TEUM"), and [REDACTED] Media Mobile Inc, having its address at: 41 E 11<sup>th</sup> Street 10<sup>th</sup> Floor, New York, NY 10003, either both of which may be hereinafter referred to as "the Party" or "the Parties."

### WHEREAS

The Parties desire to discuss certain business transactions and to exchange information for the purpose of exploring a potential business relationship for the benefit of the Parties and/or to sign a business contract that shall include confidential technical or business information of each Party or entitle each Party to exchange information for the execution of this business contract. In order to facilitate these discussions and in order for the Parties to receive from each other, either orally or in writing, certain technical and business information under terms that will protect the confidential and proprietary nature of such information, the Parties have entered into this Agreement.

### NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS;


1. **The Definition of "Confidential Information":** The term "Confidential Information" shall mean all information disclosed by one Party to the other Party, whether orally, in written, electronic or other format, and whether disclosed by a Party's agents, principals, employees or representatives, and whether to the other Party's agent's principals, employees or representatives. "Confidential Information" shall include, without limitation, all ideas improvements, inventions, methodologies, works and other innovations of any kind, authored, conceived, developed, made or reduced to practice by the disclosing Party, whether or not eligible for copyright, patent, trademark, trade secret or other legal protection (including, without limitation, formulas, processes, databases, mechanical and electronic hardware, electronic components, computers and their parts, computer programs and their documentation, encoding techniques, marketing and new product plans, production, processes, advertising, packaging and marketing techniques, marketing plans, product plans, technical plans, business strategies, strategic alliances and partners, financial information, engineering data, methodologies and processes, forecasts, personnel information, customer and prospective customer lists, trade secrets, product design, capabilities, specifications, the identify of potential and actual customers, and suppliers and all documentation, materials and media provided by one Party to the other).
2. **Protection of "Confidential Information":** In consideration of each Party's disclosure of Confidential Information to the other Party, each Party agrees with respect to the Confidential Information received from the other Party, that it:
  - (a) shall maintain such Confidential Information in the strictest confidence;
  - (b) shall not disclose, transfer or otherwise make available any of such Confidential Information to any third party, unless such Confidential Information must be disclosed for the purposes contemplated herein, or under legal compulsion to disclose any such Confidential Information, in which event each Party shall, prior to such disclosure,

[SIGNATURE PAGE TO NON-DISCLOSURE AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and year written above.

**Pareteum Corporation**

**Yonder Media Mobile**

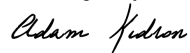
DocuSigned by:  
  
CE108361E447459

Name: Robert Mumby

Title: Chief Revenue Officer

Date: 8/4/2018 12:38:57 PM PDT

Email: rob.mumby@pareteum.com

DocuSigned by:  
  
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Name: Adam Kidron

Title: CEO

Date: 8/4/2018 11:27:04 AM PDT

Email: adam@yondermusic.com