

## CONFIDENTIALITY AND NON-USE AGREEMENT

This Statement of Confidentiality and Non-Use, entered into this \_\_\_\_\_ day of June 2021, by and between Jill M. Vitaluna doing business as Asset Corner Exchange with a location at 1229 38th Ave N. #212, Myrtle Beach, SC 29577, USA (the "First Party"), and Arjun Solanki an individual located at 521, Amby Valley Arcade, Opp Santosha Height, Nr Manisha Garnala, Uttran, Surat, Gujarat 394105, India (the "Second Party") for the purpose of the First Party and Second Party to discuss a potential business association under which the First Party may disclose its Confidential Information to the Second Party. In consideration of the mutual covenants and development of the First Party's Website herein and intending to be legally bound hereby, the parties agree as follows:

### DEFINITIONS

A.C.E. – Asset Corner Exchange

A.C.E. Concepts - Including but not limited to data, concepts, know-how, ideas, knowledge, inventions, innovation and/or products.

A.C.E. Website - Including but not limited to information, structure, design, sitemap, A.C.E. data, user data, content, host, software and/or development software, public or otherwise.

A.C.E. Development - Including but not limited to A.C.E. Concepts, A.C.E. Website, affiliates, partners, trades, applications, manufacturing and/or processes. This includes but not limited to original creations, developments, merchandising, marketing, distribution, software, and/or services. Including the business Association and/or transactions between the First Party and the Second Party.

Association – business relationship, action of coming together in common venture and conversations.

### 1 CONFIDENTIAL INFORMATION

- 1.1 The Second Party understands that A.C.E. Concepts of the First Party are original creations of the First Party and as such are hereunder is Confidential Information and ownership of the First Party.
- 1.2 The First Party shall not be required to disclose to the Second Party any improvement contained in any patent application, copyright or trademark filed by the First Party. It is the discretion and decision of the First Party as to the A.C.E. Concepts and any other concepts of the First Party which may or may not be disclosed to the Second Party.
- 1.3 A.C.E. Concepts of the First Party described or named as but not limited to the following:

Original A.C.E. Concepts of the A.C.E. Website for business events, custom e-mail and/or private investment funding exchange and any other original A.C.E. Concepts. Including the First Party's categories and/or approach that the A.C.E. Concepts transfers and/or shares the A.C.E. Website data within the structure of the website and/or between pages and postings. Original advertising, point system and/or bonus rewards of A.C.E. Concepts.

- 1.4 The First Party agrees that any A.C.E. Concepts it discloses is not confidential if the Second Party can show previous documents of it or becomes (through no improper action or inaction by the Second Party or any affiliate, agent, consultant or employee) generally available to the public prior to disclosure, or was in its possession or known of it prior to receipt from the First Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or was rightfully disclosed to it by a third party, or was independently developed without use of any A.C.E. Concepts of the First Party.

## **2 OWNERSHIP OF PROPERTY RIGHTS**

- 2.1 The Second Party agrees not to use, sell, assign, give, trade, and/or disclose to any person, organization, and/or corporation A.C.E. Development of the First Party. The Second Party agrees not to make A.C.E. Development public which are not generally published or lawfully available to third parties without prior written consent of First Party.
- 2.2 Any new A.C.E. Development products and/or derivation thereof disclosed in this meeting and/or in future meetings, including but not limited to, telephone, facsimile or e-mail would be bound by this Confidentiality Agreement. Any copyrighted or uncopyrighted, trademarked or untrademarked, patented or unpatented, improvement, modification or change in the discussed products or services developed and/or created by either party, during the course of these confidentiality meetings will remain the property of the First Party.
- 2.3 Any newly created products or services created in conjunction with or directly from any A.C.E. Concepts of the First Party by the Second Party outside of these said meetings will be immediately provided to the First Party and will become property of the First Party now and thereafter. If the First Party chooses to make public use of the created product or service that has a monetary value the Second Party will be compensated within the guides, manner or pattern of the current agreement. Otherwise, the infringing product or service by the Second Party must be destroyed, deleted or otherwise rendered useless in consideration that the product or service does not affect the function or use of the First Party's A.C.E Development. The destruction must be approved by the First Party and must be witnessed and verified by an unbiased third party.
- 2.4 The Second Party agrees to return to the First Party all original and duplicate files, working models, detailed sketches, prototypes, photographs and/or any other materials supplied by the First Party in the interest of safekeeping.
- 2.5 The Second Party will retain any products already owned or used by the Second Party for the creation or development of websites, e-commerce, internet and/or computer related programs and/or hardware.

## **3 WARRANTIES**

- 3.1 The Second Party must use reasonable efforts to keep the A.C.E. Concepts of the First Party secret and confidential, including, as a minimum: using the same standard of care as it uses with respect to its own confidential information; and keeping A.C.E. Concepts in a secure place so as to ensure that unauthorized persons do not have access to the A.C.E. Concepts. Disposal of any A.C.E. Concepts will be destroyed or erased in a manner so that it may not be read or copied, including all computer histories and archives. The Second Party agrees not to disclose any A.C.E Concepts or A.C.E Website to the any persons, other than those employed by the Second Party, or to use to Second Party's own benefit in any way whatsoever unless specifically agreed to by both parties in a duly written License Agreement, Submission Agreement or other Agreement which may be entered into at a later date. Any persons employed by the Second Party, such as, but not limited to employees, agents, officers or directors, will be notified of the confidentiality of this agreement and are hereby bound by this agreement and bound by the employment confidentiality laws of their governing state or country.

- 3.2 Second Party warrants that all A.C.E. Concepts of the First Party will be maintained within the Second Party's business structure and employees will not forward, remove and/or copy any A.C.E. Concepts to or for the employee's personal notebooks, computers, email, websites, accounts and/or other means of transfer or use.
- 3.3 On the date that the Association between The First Party and the Second Party ends the Second Party must disposed, destroyed, deleted or otherwise rendered useless all A.C.E. Development content. Any disposed A.C.E. Development will be destroyed or erased in a manner so that it may not be read or copied, including all computer histories, archives, emails, instant messages and/or conversations.

#### **4 EXPIRATION**

- 4.1 This agreement will expire on the month and day of this Agreement, the year 2030. It may be amended, superseded or entered into another Agreement signed by a minimum of both the First Party and Second Party.

#### **5 PREVAILING**

- 5.1 This Agreement shall be construed and interpreted, and enforced in accordance with the laws of the Commonwealth of South Carolina and the United States of America, without regard to its principles of conflicts of law. In the interpretation of this Agreement the United States of America language of English version shall be controlling.

Original signatures and date to electronic or facsimile copies now and hereafter bind the Parties to this Agreement:

Arjun Solanki  
521, Amby Valley Arcade, Opp Santosha Height  
Nr Manisha Garnala, Uttran, Surat, Gujarat 394105, India

Asset Corner Exchange  
1229 38th Ave. N., #212  
Myrtle Beach, SC 29577, USA

Arjun Solanki

Jill M. Vitaluna  
Owner

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_