

## **Non-binding Letter of Intent**

Nathaly Vivas  
DEVVS, JAVA KND  
Quito  
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Email: nathy082001@hotmail.com

To the attn of:

Leonardo Pacheco  
CORPONET.S.A  
Quito,  
CIF / NIF num. B34567892  
Email: corponet@hotmail.com

In Quito, January 22, 2021

Sent by: Certified mail addressed to the guest's address.

Subject: Proposal for negotiation with a technological project.

Dear Sir our: Leonardo Pacheco

Following the initial contacts maintained, I Nathaly Vivas, with address at Street A passage E15, DNI / NIF no. 1207391001, and as Sole Administrator, therefore, by virtue of a public deed and / or pertinent authorization, in the name and on behalf of DEVVS, JAVA KND, with address in Quito, CIF / NIF no. B567890 and registered in: Quito Mercantile Registry, with the following information: Volume 1, Folio 99, Sheet 888 (hereinafter, the "Offering Party"), I wish to invite Leonardo Pacheco, of legal age, domiciled in downtown Quito, DNI / NIF no. 1715896324, and as sole Administrator of CORPONET.S.A, domiciled in Quito and with CIF / NIF no. B34567892 (hereinafter, the "Invited Party"), in order to establish the conditions under which it is desired to carry out the following negotiation or project:

IT Solutions Registration Software.

From now on, this objective indicated in the previous paragraph will be called "Project".

Based on the above, in our objective to formalize the Project through this LETTER OF INTENTIONS, hereinafter, the "Agreement", which will be governed by the following,

## **CLAUSES**

### **FIRST. Object of the Agreement**

The objective of the parties is to work and collaborate jointly in the development and achievement of the objectives of the Project.

For this, it is desired to lay the foundations of the negotiation and establish the following actions related to the Project:

The parties wish to establish the bases of the negotiation to start the project whose objective is to improve the efficiency of their company through the development of software that will allow the administrator to maintain a better organized record of the solutions Tique offers the entity.

### **SECOND. Role of the Parties**

Following the objective of the Project, the Offering Party undertakes to carry out the following tasks or activities and / or assume the following obligations:

The offering party, developer of the software to be negotiated, undertakes to allow the other party to review the project that is the object of the business, to allow a visit to its facilities, to carry out the analyzes or tests that the other party deems appropriate and to carry out the tests. that are necessary before the possible beneficiary.

On the other hand, the Invited Party undertakes to carry out the following tasks or activities and / or assume the following obligations:

The invited party agrees to allow the other party access to all the information required to carry out the respective requirements survey, as well as to allow the visit to the facilities and carry out the necessary demonstrations in order to make an assessment. of the project offered for use.

The Offering Party and the Invited Party undertake to develop all these activities or actions following the principle of good faith and providing all the necessary and adequate means to try to achieve the objectives of the Project.

### **THIRD. Duration of the Agreement**

This Agreement will enter into force on the date on which the Invited Party accepts this agreement by signing it. The Parties agree that, as of said date, the Agreement will be in force for an indefinite period of time. Specifically, it will remain in force throughout the life of the Project.

However, this Agreement may be modified or terminated in advance provided there is the express written consent of both Parties. "

### **FOURTH. Obligation of secrecy and confidentiality**

The Parties acknowledge that all the information that may be accessed under the Project, whether related to the Project itself or related to the activity or organization of any of the Parties (hereinafter, the "Information"), has confidential nature. In this way, the Offering Party and the Invited Party agree not to disclose it and to maintain the strictest confidentiality regarding said Information, warning, where appropriate, of said duty of confidentiality and secrecy to their employees, associates and any person who, by their position or personal or sentimental relationship should or may have access to it. None of the Parties may reproduce, modify, make

public or disclose the Information to third parties without the prior written and express authorization of the other Party. The Offering Party and the Invited Party undertake to put the necessary means so that the Information is not disclosed or transferred. It will adopt the same security measures that it would adopt with respect to confidential information of its property, avoiding its loss, theft or theft. "

The recipient of the Information undertakes, where appropriate, to warn about the existence of the duty of confidentiality to its employees, associates, and any person to whom the Information is provided, being responsible for the improper use that they may make of the information. Information related to the Project.

Likewise, the Party that receives the information undertakes to inform the other Party of any action or incident by third parties that may violate the confidentiality of the Information.

The Offering Party and the Invited Party undertake that the use of the Information will only be aimed at achieving the objectives of the Project and not others, and that, thus, it will only be known to those persons strictly necessary to comply with those relating to confidentiality provided for in this Agreement shall apply throughout the duration of this Agreement.

#### **FIFTH. Enforcement**

This Agreement will not be binding between the Parties, but rather a mere manifestation of wills in relation to the Project. Thus:

to. The Agreement is established in order to promote mutual cooperation and to guarantee good faith in the development of the Project, therefore, what is contained in this Agreement will be considered only as preliminary or initial aspects of the objective of the Parties.

b. The regulation established in this agreement is not exhaustive, but establishes the bases

c. None of the clauses of this Agreement will establish obligations or create rights in favor of each of the Parties, except those referring to the confidentiality clause, the exclusivity and non-competition clause, the clause for the transfer of intellectual and industrial property rights, of data protection, notifications and legal actions, and applicable legislation and jurisdiction. "

d. None of the clauses of this Agreement will affect or modify the previous agreements or contracts between the Parties, except those mentioned in point c above.

#### **SIXTH. Exclusivity and non-competition clause**

During the term of this Agreement, the Offering Party and the Invited Party will participate in the Project exclusively.

Thus, the Offering Party and the Invited Party may not negotiate or participate, either directly or indirectly, in projects similar to the one included in this Agreement with third parties, individuals or legal entities, and may only participate in the Project. "

Specifically, the Offering Party and the Invited Party undertake in relation to the object included in this Agreement not to:

- a. Negotiate or enter into negotiations with third parties;
- b. Request third parties to initiate negotiations or projects, or to establish contacts in that regard; or,
- c. Participate in the preparation or be part of another letter of intent or memorandum of understanding, whether it is binding or non-binding.

The Offering Party and the Invited Party undertake to respect the provisions of this exclusivity and non-competition clause in the following geographical area: Municipality of Quito, for a period of 6 months from the signing of this Agreement. "

Failure by the Offering Party or the Invited Party of the provisions of this clause will give rise to compensation in favor of the other Party for the damages suffered amounting to five hundred euros (\$ 500).

This penalty is considered fair by the Parties given the relevance for the activity carried out by them and the significant damage or harm that non-compliance with this Clause could entail.

#### **SEVENTH. Assignment of intellectual and industrial property rights**

Unless specifically agreed otherwise, the intellectual or industrial property rights that are developed in relation to the Project, both directly and indirectly, will be considered property of the Party that generates them.

In the event that the intellectual or industrial property rights are generated by the joint action of both Parties during the development of the Project, they will be the owners of said intellectual or industrial property rights in the percentage corresponding to their participation in its development, Unless specifically agreed otherwise. Finally, the Parties undertake to respect the information on industrial or intellectual property rights of each of the Parties that may be disclosed during the Project, maintaining the secrecy of its content in accordance with the provisions of clause FOUR of confidentiality.

#### **EIGHTH. Early termination of the Agreement**

This Agreement may be terminated by the mutual agreement of the Parties, with the effects that they determine, provided that said termination is formulated in writing.

Once the Agreement is terminated in advance, the Parties will return all documents and confidential information shared during the negotiation or Project and, if the Parties so agree, they will be immediately destroyed. Furthermore, the Agreement will terminate without the need for any financial compensation between the Parties.

#### **NINTH. Breach of Agreement**

Given the non-binding nature of the Agreement, failure to comply with the provisions of the Agreement by one or both Parties will not derive any economic compensation in favor of the other party, except as provided in the clauses that are binding in this Agreement. In this case, in addition to the sanction contained in the binding clauses themselves, the complying party may

- (a) require compliance with the corresponding binding clause plus the corresponding payment of interest derived from the delay in compliance, or

(b) Resolve the Agreement in the event that the non-compliance by the non-compliant Party is not rectified or remedied within a period of ten (10) calendar days from the date on which the non-compliance is verified, with the consequent compensation for damages. and damages plus the payment of interest for the delay in compliance, following the provisions of article 1,124 of the Civil Code.

#### **TENTH. Notifications**

In order to make any notification between the Parties originating from this Agreement, they agree that their address for the purposes of the same shall be the addresses indicated at the beginning of this Agreement, including their email accounts. For a notification between the Parties to be valid, it must be made by reliable means that records the moment it was sent, to what address it was sent and the moment of receipt by the other Party. When there is a change in the address for the purposes of notifications, this new information must be communicated, as soon as possible, to the other Party and following the procedure established herein.

#### **ELEVENTH. Legal actions, applicable legislation and jurisdiction**

All litigation related, especially, but not only, to the formation, validity, interpretation, signature, existence, execution or termination of this Agreement and, in general, to the relationship established between the Parties, will be subject to Ecuadorian legislation.

The references made here to any legal or regulatory norm, or provision thereof, must be understood to be made to the norms or precepts that may replace them in the future. Thus, in case of controversy, difference, conflict or claim regarding the Agreement, or in relation to it, the Parties agree, before resorting to ordinary jurisdiction, to make every effort to find a solution amicably; Only when this fails, they will be submitted to the jurisdiction of the competent Courts and Tribunals in accordance with the law. And in proof of conformity and acceptance of everything established in the previous clause, the Invited Party expresses its agreement and acceptance by signing this Agreement on the date and place indicated.

Date and place:

The Guest Part



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Leonardo Pacheco, as sole Administrator of CORPONET.S.A

The Offering Part



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Nathaly Vivas, representing DEVS, JAVA KND

