<u>**Confidential Disclosure Agreement**</u>

This Agreement (hereinafter "Agreement") is entered into this ___ day of July, 2019 by and between Mr. Manmeet Singh representing   with an address at: HN:304 Paradise apartment, Mohali, Punjab, 140301, India. Phone number +8437711066, (hereinafter "Recipient") and Vastasoft, LLC with an address at; 1 Cog Hill Court, Lake in the Hills, IL 60156 (hereinafter "Discloser").

WHEREAS Discloser possesses certain programming codes, databases, backups and business model pertaining to B2B and B2C marketplaces online builder software that are confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive Confidential Information pursuant to the terms of this Agreement for the purposes of; improving existing B2B and B2C marketplaces programming codes, creating new programming codes involving database queries, creating and improving programming codes pertaining to search functions, creating grouping filters, creating landing page/pages, creating a secure user and third party merchant interface, creating an email server, and securing B2B and B2C marketplaces for the Discloser;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose, and Recipient agrees to receive the Confidential Information.

2. Confidentiality.

2.1 Confidential Information.

Includes but not limited to:
2.1.1 User names and passwords supplied by Discloser to its; websites, marketplaces, hosting accounts, FTP accounts, servers, backups sites, databases, users data including credit cards, and merchants data.
2.1.2 Discloser's; source codes (software source code), databases, schemas, backups, code algorithms, program documentations and correspondences.
2.1.3 Business model, business relationships and affiliations with other companies, and login credentials to third party websites.
2.1.4 All source codes (software source code), databases, schemas, backups, code algorithms, program documentation and correspondences created by Recipient while working for Discloser.

2.2 No Use. Recipient agrees not to disseminate replicate, copy, distribute, disclose or use the Confidential Information in any way not in furtherance of the purpose set forth in this NDA.

2.3 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person.

2.4 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from

falling into the public domain or into the possession of unauthorized persons, including without limitation by requiring its employees, agents and sub-contractors to whom Confidential Information is disclosed or who have access to Confidential Information to sign or agree to be bound by a nondisclosure or similar agreement at least as restrictive as this Agreement**.**

3. **Limits on Confidential Information**. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:
    (a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;
    (b) Has become publicly known through no wrongful act of Recipient;
    (c) Was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
    (d) Was independently developed by Recipient without use of the Confidential Information.

4. **Ownership of Confidential Information**. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient of the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information. Any products, developments, or information created, developed, or otherwise generated by Recipient shall be work for hire under this Agreement, and any patents or other intellectual property embodied therein, shall be the property of Discloser and shall be considered Confidential Information.

5. **Term and Termination**. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

6. **No transfer of Right to Confidential Information**. All right and interest in and to the Confidential Information shall remain the exclusive property of the Discloser and the Confidential Information shall be held in trust and confidence by Recipient for Discloser. No interest, license or any right respecting the Confidential Information, other than expressly set out herein, is granted to Recipient under the Agreement by implication or otherwise.

7. **Survival of Rights and Obligations.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

8. **Return of Confidential Information**. Recipient shall, upon request of Discloser, immediately return the Confidential Information and all copies thereof in any from whatsoever under the power and control of Recipient to Discloser, and delete the Confidential Information. Recipient shall, upon request of Discloser, immediately return the Confidential Information for all retrieval systems and databases and destroy same as directed by Discloser and furnish Discloser a certificate by an of officer of Recipient of such deletion and destruction.

9. Indemnity. Recipient agrees to indemnify Discloser against any and all losses, damages, claims or expenses incurred or suffered by Discloser (including legal fees and the cost of enforcing this Indemnity) as a result of Recipient's breach of this Agreement.

10. Injunctive Relief. Any misappropriation of Confidential Information in violation of this Agreement or threatened breach of this Agreement may cause Discloser irreparable harm, the amount of which may be difficult to ascertain. Therefore, Recipient agrees that Discloser shall have the right to apply to a court for an order enjoining any such further misappropriation and for such other relief, as Discloser deems appropriate. This right of Discloser is to be in addition to the remedies otherwise available to Discloser.

11. Compliance with State, National, and International Internet laws:
The Recipient agrees and acknowledges that he will not break any state, national and international Internet laws while working with Discloser whether the work is performed for the Discloser or for any other company the Recipient is/will be working for. Recipient agrees to the following as part of this clause:
a) Will not use Discloser's servers to perform any illegal activities,
b) Will not use Discloser's servers or codes to transfer viruses or malicious malware,
c) Will not use Discloser's servers or codes to send hate, harassment, or threatening emails,
d) Will not use Discloser's servers to load programs or codes that are unrelated to Discloser's sites,
e) Will not use Discloser's servers to transmit obscene, pornographic, or terror materials.

12. Governing Law/Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois, USA, without regard to conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought in the courts of the State of Illinois, USA, County of Kane, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois, and each of the parties consent to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER   RECIPIENT

Name: _____   Name:_____

Company : Vastasoft, LLC   Company : _____

Signature: _____   Signature: _____

Date:_____   Date:_____