



**LAW OFFICES OF
VINCENT DICOCCO**

Admitted in the State of New York

94 Boston Ave
Boston Massachusetts

P: 716.909.6965
E: vincent.dicocco@gmail.com

FEBRUARY 24, 2020

**LEGAL DEMAND NOTICE
CEASE AND DESIST ORDER**

Adeem Younis, Chief Executive Officer
Officers and Directors of
SingleMuslimVIP.com & SingleMuslim.com
With principal place of business at
Wakefield, West Yorkshire, England

**Re: Breach of contract, misappropriation of trade secrets, breach of fiduciary duty, and
copyright infringement**

Dear, Mr. Adeem Younis, Officers, and Directors of SingleMuslimVIP.com

This is a legal notice to seek an immediate injunction and demand for immediate cease and desist your new website, SingleMuslimVIP.com. My name is Vincent DiCocco working within the corporate litigation and intellectual property group of the firm. I am duly authorized to act on behalf of MD Partners 360, doing business as BeyondChai.com. This is a notice to you individually and you as a representative and/or corporate officer of SingleMuslimVIP.com and SingleMuslim.com.

To be explicit, the purpose of this legal notice is to assert legal claims against you for breach of contract, misappropriation of trade secrets, breach of fiduciary duty, and copyright infringement. Upon this notice of legal action, destruction of any records, documents or electronic files will be considered spoliation of evidence, which is a criminal act (both in the United States and in England) that will result in fines, criminal prosecution, and possible incarceration. These records include not just physical documents but also electronic records, social media entries, emails, notes, as well as any relevant personal messages.

It is clear that you and your officers acted in bad faith and your actions were intentional and malicious in nature. Any damages resulting from bad faith commercial dealings result is the courts awarding not just the customary damages but also the attorney's fees, punitive damages

and trebled damages. I have evidence that the domain, SingleMuslimVIP.com, was registered on or about December 10th, 2019 which is after you signed the non-disclosure agreement and after several meeting where you acquired information about process, pricing, packages, and the services offered by my client. Additionally, I'd like to highlight that you signed a confidentiality agreement that consented to be governed by the laws of the United States of America, who along with the United Kingdom are signatory members of the World Intellectual Property Organization and The Agreement on Trade-Related Aspects of Intellectual Property Rights. If appropriate remediation is not made immediately, I intend to initiate litigation proceedings and enforce a judgment obtained in the United States against your assets in England.

If the above demands are not met immediately, I will pursue legal action and seek attorney fees, court costs, and exemplary damages, against you for and against other corporate members of SingleMuslim.com, jointly and severally.

It is undisputed that, you signed a non-disclosure agreement in August 20019. The information that is considered confidential included but not limited to any information that is of commercial value and is either technical information or non-technical information relating to the company's products. This information includes copyrights, trade secrets, proprietary information, know-how, strategies on effective matchmaking, pricing, workflows, and the client relationship management tool.

Subsequent to signing the Non-Disclosure Agreement, you and your team participated in numerous meeting and acquired both technical information or non-technical information. More specifically, the company's trademark insights, trade secrets, business methods and details of our proprietary client relationship management tool. With the malicious and fraudulent intent to purchase the company, you acquired confidential information, copyrighted information, and company trade secrets from my client. These meeting were conducted on or about November 4th, 2019, December 11th 2019, and December 18th 2019.


It is clear that you used my client's confidential information, trade secrets, business methods, and copyrighted information that you received from my client to launch SingleMuslimVIP.com. It is also clear that your announcement and launching of SingleMuslimVIP.com on Jan 1st, 2020 is a breach of contract.

In compliance with the agreement, I demand that you immediately cease and desist SingleMuslimVIP.com. A delay in addressing this matter will result in further legal actions and will result in civil and criminal claims.

I look forward to hearing from you soon.

Sincerely,

Vincent DiCocco, ESQ.

A handwritten signature in black ink, appearing to read "Vic DiCocco", with a stylized flourish at the end.

Managing Attorney