

SOLTEN & CO.

Confidentiality

Website submissions and analytical engagements

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This statement draws a clear boundary between public website communications and confidential client work. Confidentiality begins through an accepted written obligation, not merely because information is sent to the firm.

1. Purpose

This Confidentiality statement explains how Solten Ventures LLC, doing business as Solten & Co., handles confidential information received through its website, research-access process and analytical consulting activities. It also explains when a confidentiality obligation does and does not arise.

2. Public website submissions are not automatically confidential

Do not send confidential, proprietary, privileged, export-controlled, trade-secret or highly sensitive information through a public form or unsolicited email to hello@soltenco.com. A website submission, research-access request, introductory message or request for proposal does not by itself create a confidential, fiduciary, advisory, client or professional relationship.

Before Solten Ventures LLC accepts a written engagement or confidentiality obligation, we may use submitted information to evaluate and respond to the request, protect our systems, keep a conflict or contact record, and comply with law. We will not treat unsolicited information as creating a restriction on work for other parties.

3. When confidentiality applies

A binding confidentiality obligation arises when it is stated in a written agreement accepted by Solten Ventures LLC, including a non-disclosure agreement, engagement letter, statement of work or other written confirmation that clearly defines the protected information and purpose.

If an engagement agreement contains different confidentiality terms, that agreement controls. This statement does not expand or replace a signed agreement.

4. Information that may be protected

Depending on the engagement, confidential information may include non-public business plans, research questions, investment materials, financial and operating data, product information, customer or supplier information, source materials, models, transaction information, credentials, personal information and the fact or scope of an engagement.

Information should be clearly identified when its confidential nature is not apparent. A failure to label information does not remove protection where the circumstances reasonably indicate that it is confidential.

5. How we handle accepted confidential information

Subject to the applicable written agreement, Solten Ventures LLC will:

- Use confidential information only for the agreed evaluation, research, analysis, engagement administration, legal-compliance and protection purposes.
- Limit access to personnel, contractors, advisers and service providers who need the information for those purposes and are subject to suitable confidentiality duties.
- Use reasonable administrative, technical and organizational safeguards appropriate to the information and the size and nature of the engagement.
- Avoid including client confidential information in public research, marketing, case studies or reusable knowledge-base materials without permission or a lawful transformation that removes client-identifying and confidential content.
- Notify the client of a confirmed unauthorized disclosure when required by the governing agreement or applicable law.

6. Service providers and advisers

We may use providers for secure email, document storage, collaboration, hosting, analytics, backup and other business functions. We may also consult legal, accounting, security or specialist advisers. Access should be limited to what is reasonably necessary, and providers or advisers should be bound by contract, professional duty or another appropriate confidentiality obligation.

A client should tell us before sharing information that requires a specific data location, approved vendor list, security certification, access protocol or transfer restriction. Those requirements apply only if accepted in writing.

7. Common exclusions

Unless a written agreement states otherwise, confidentiality obligations do not apply to information that the receiving party can document:

- Is or becomes public through no breach of an obligation.
- Was lawfully known without a duty of confidentiality before disclosure.
- Is received lawfully from a third party without a confidentiality breach.
- Is independently developed without use of the protected information.
- Is approved for release in writing by the disclosing party.

8. Required disclosure

We may disclose information when required by law, regulation, court order or valid governmental process. Where legally permitted and reasonably practicable, we will give prompt notice so the disclosing party may seek protection. We will disclose only the portion reasonably required and may request confidential treatment.

9. Research access and controlled distribution

Approval to receive a full report or research communication does not necessarily make that material confidential. Distribution restrictions, copyright notices and permitted-use terms still apply. A report is confidential only when it is labeled confidential or a written agreement says so.

Recipients may not forward, republish, resell or bulk-distribute controlled materials except as permitted in the report, the Terms of Use or a written license.

10. Solten & Co. confidential information

Clients and other recipients may receive non-public Solten & Co. methods, proposals, pricing, source strategies, research plans, models, drafts, credentials or business information. Unless a written agreement states otherwise, recipients should protect information that is marked confidential or would reasonably be understood as confidential and use it only for the purpose for which it was disclosed.

11. Security and transmission risk

We use measures designed to protect accepted confidential information, but no email, file-transfer, cloud-storage or communications system can guarantee absolute security. Do not send credentials, payment-card data, government identifiers, health information or similarly sensitive personal data unless the engagement requires it and we have agreed on an appropriate transfer method.

If you send information to the wrong address or believe confidential information has been exposed, contact hello@soltenco.com promptly with enough detail to identify the material and the requested response. Do not include the sensitive material itself in an initial incident notice unless necessary.

12. Retention, return and deletion

Retention, return and deletion follow the written engagement, applicable law, backup practices and legitimate recordkeeping needs. At the end of an engagement, we may return or delete working materials as agreed. Limited copies may remain in secure backups, legal records, conflict records or evidence needed to establish or defend rights, subject to continuing confidentiality obligations.

13. Privilege and regulated information

Solten Ventures LLC is not a law firm, and communications with us do not create attorney-client privilege. Sharing privileged material may waive privilege unless counsel has structured and approved the arrangement. The client is responsible for identifying legal, regulatory, contractual, export-control, privacy or professional-secrecy restrictions before disclosure.

14. Conflicts and parallel work

Unless a written agreement provides exclusivity, Solten Ventures LLC may work for other clients, including clients in the same sector, provided that it does not misuse or disclose protected information. General skills, experience, methods and knowledge retained without reference to a client's confidential information may be used in other work to the extent permitted by law and contract.