

CONFIDENTIALITY OF CLIENT INFORMATION AGREEMENT

KitchClouds, LLC. (sometimes hereinafter referred to as the ("Company") and _____ ("sometimes hereinafter referred to as the Client") (collectively herein sometimes referred to as the "Parties" and individually as a "Party") are interested in entering into or have entered into a Business Arrangement under which the Company will perform services for the Client (the "Services"). In connection with such Business Arrangement, the Client may provide Confidential Information to the Company. Thus, for other good and valuable consideration, the Company and Client agree as follows, effective as of the last date of execution of a Party hereto as shown under the Parties' signatures to this Agreement:_____. (effective date)

Neither the Company nor the Client will disclose any Confidential Information of the other to any third person or entity, except in furtherance of the Business Arrangement and/or the performance of the Services.

This Agreement's disclosure restrictions will not apply to any Confidential Information which is, was, or became generally known or available to the public (other than because of any violation of this Agreement by the Company or the Client).

Neither Party will summarize, reduce to writing, duplicate or otherwise reproduce (in whole or in part) any Confidential Information except in furtherance of the Business Arrangement and/or the performance of the Services.

If either Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or other process initiated by a Third Party) to disclose any Confidential Information, the Party receiving such request will provide the other Party with prompt written notice of any such request or requirement (written and oral) so that an appropriate protective order may be sought or compliance with the provisions of this Agreement may be waived in writing. If failing the entry of a protective order or the receipt of a written waiver hereunder, the Party receiving the request is compelled to disclose any Confidential Information, that Party will disclose only that portion of the Confidential Information which that Party reasonably believes must be disclosed, and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to the disclosed portion of the Confidential Information.

This Agreement does not create a Business Relationship between the Parties. Unless and until a written agreement establishing a Business Arrangement is executed by both the Company and the Client, neither Party will be under any legal obligation of any kind whatsoever concerning any Business Arrangement by this Agreement, except for the limitations upon and obligations of each of the Parties under this Agreement concerning Confidential Information described herein.

Money damages would not be a sufficient remedy for each breach of this Agreement and the Party damaged or injured or threatened by the other's conduct will be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach. Such remedy will not be deemed to be the exclusive remedy for breach of this Agreement but will be in addition to all other remedies available at law or equity.

This Agreement and all disputes and claims arising out of or in connection with its subject will be governed by and construed following the laws of the State of Florida, without regard to its conflict of law provisions.

Except as otherwise expressly provided in this Agreement, all notices, consents, and other communications required or permitted under this Agreement must be in writing and must be (i) delivered by hand, or (ii) sent by a reputable courier or delivery service (e.g. FedEx, UPS, OHL), priority delivery, properly addressed, with all delivery fees prepaid, to the parties at the respective address below of the parties or at such other address as any party may later designate to the other parties in this manner. All notices will be deemed to have been given and received (i) on the date of receipt if delivered by hand, or (ii) two (2) business days after depositing with a reputable courier or delivery service (e.g. FedEx, UPS, OHL) if sent by reputable

courier or delivery service, priority delivery, properly addressed, with all delivery fees prepaid. Time is of the essence of this Agreement. Notices may also be delivered by email, so long proof of receipt of such notice is obtained and so long as such notice contemporaneous with notice via overnight carrier.

This Agreement is the entire agreement between the Parties regarding its subject matter. The Parties have not relied upon any promise, representation, warranty, agreement, or undertaking outside this Agreement. This Agreement supersedes any prior written or oral negotiations or agreements between the Parties regarding its subject matter.

No amendment or other modification of this Agreement's terms will bind any party unless it is in writing and signed by all parties.

This Agreement binds and inures to the benefit of and is enforceable by and against the Parties and their respective successors and assigns.

Any breach or default under this Agreement or any failure, whether single or repeated, to exercise a right under this Agreement will not be deemed to be a waiver of the right as to any future breach or default.

Any provision of this Agreement deemed unenforceable will be construed to be modified, consistent with its general intent, to the extent necessary to then be enforceable. If the construction is not possible, this Agreement will be deemed not to contain the provision. The foregoing will not affect the remaining provisions of this Agreement, which remain in full force and effect.

This Agreement may be executed in any number of counterparts, and any Party may execute any such counterpart, each of which when so executed and delivered will be deemed an original and all of which taken together will constitute the same instrument. This Agreement will become binding on the parties when counterparts taken together are executed and delivered by the Parties. It will not be necessary for making proof of this Agreement or any counterpart to produce or account for any of the other counterparts.

Execution and delivery of this Agreement by the exchange of signatures by facsimile copies or Adobe Portable Document Format (or similar) copies by e-mail will constitute a valid and binding execution and delivery of this Agreement. Such copies will constitute enforceable original documents.

Notwithstanding any other provision of this Agreement, neither Party shall be held liable under this Agreement or under any federal or state trade secret law or other law regarding confidential information that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (B) solely to report or investigate a suspected violation of law, or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

For purposes of this Agreement,

"Business Arrangement" means the proposed, current, and/or future business agreements, contracts, or other arrangements that may ensue between or among Company and Client.

"Confidential Information" means data and information (i) relating to either Party's business (regardless, whether it constitutes a trade secret under applicable law), (ii) disclosed to either Party by the other or which a Party became aware of as a consequence of discussions or other contacts with each other, (iii) having value to either Party or (iv) not generally known to either Party's competitors; and which such Party has made reasonable attempts to keep confidential.

"Confidential Information" includes but is not limited to business processes, practices, methods, policies, plans, research, operations, services, strategies, techniques, vendor, supplier or client agreements or contracts, trade secrets, computer programs, computer software, web design, work-in-process, databases, manuals, client lists, supplier information, vendor information, client information, financial information, accounting information, accounting records, legal information, marketing information, pricing information, internal controls, or security procedures and trade secrets (as defined by applicable law).

"Confidential Information" also means any other person's or entity's information which either Party is obligated to keep and does keep confidential that is disclosed to the other Party or learned by the other Party in connection with the Business Arrangement and/or performance of the Services.

"Confidential Information" includes any oral and written analyses, notes, compilations, studies, interpretations, extracts, or summaries which contain, reflect or are based upon, in whole or in part, any Confidential Information, as well as all photo, electronic or other copies or reproductions, in whole or in part, of any of the foregoing, stored in whatever form or media (whether electronic, digital, magnetic or other).

"Confidential Information" excludes any Excluded Information.

"Excluded Information" means any data or information which is, was, or became generally known or available to the public (other than because of any violation of this Agreement by either Party).

This Agreement is in addition to, and not in place of, all protections provided under applicable law concerning the protection of trade secrets and other proprietary or intellectual property rights, all of which will be unaffected or unimpaired by the terms of this Agreement.

The Parties have executed this Agreement under seal as of the date indicated below its signature to this Agreement to be effective as of the Effective Date.

KitchClouds, LLC.

By: _____

Printed Name: _____

Title: _____

Date: _____

Address:

Email: _____

**[CLIENT
NAME]**_____

By: _____

Printed Name: _____

Title: _____

Date: _____

Address:

Email: _____