

KITCHEN365 PLATFORM WEBSITE AGREEMENT

Welcome to Kitchen365

Thank you for considering Kitchen365 as your website partner!

We appreciate your time and the opportunity to get to know you and your business. I am confident that we can work together to take your company to the next level in the world's largest marketplace. Your success is our success.

At Kitchen365, our 600,000+ hours of kitchen cabinet experience allows us to offer you a state-of-the-art website that will engage customers and move them to purchase. We are more than website developers: We will help you maximize the potential of your online presence.

The attached proposal outlines the scope of our work. Please take a few moments to review the document, and let us know if you have questions or additional thoughts.

We look forward to working with you in partnership for a successful website!

Sincerely,

The Kitchen365 Team

DEFINITIONS AND RECITALS

Whereas, **Vishwa LLC** and Dealer have agreed to enter into this Website Design and Development Agreement (also referred to as the Agreement) in order to allow Dealer to develop an online presence for end user customers, the Parties as defined herein agree as follows;

Definitions:

“Dealer” shall mean any individual or entity who has entered into a Website Agreement with Kitchen 365 to provide the services described herein;

“The Company”, and alternatively, “Kitchen365” means Vishwa, LLC.

“Party” shall mean either Dealer or The Company, and “Parties” shall mean both.

“Dealer Site” shall mean one particular website designed by The Company for the Dealer (also sometimes referred to as “your site”). This Agreement is for one (1) Dealer Site and any additional site shall be subject to either an amendment to this Agreement or a separate agreement.

“Kitchen365 Design Team’s Queue” refers to the order in which the Dealer Site will be implemented after the Onboarding process is complete. For example, if four (4) other Dealers have completed the Onboarding process when your site has completed Onboarding, your site will be 5th in the Kitchen365 Design Team’s Queue.

“Onboarding” refers to the process of communication between the Parties in order to obtain information in order to produce a final website published for public display and use.

“Global Computer Network” shall mean any means of public display of information through the use of computers such as the public internet, social media platforms, etc . . .

“Initial Term” shall mean the commitment level chosen by the Dealer which shall be for either 1, 2 or 3 years as described in Section 2 of this Agreement.

1. SETUP FEE

1. Customer agrees to pay a non-refundable setup fee, as stated on section 26.
2. Setup fee is due at signup.
3. Website services will not commence until setup fee is paid in full.

2. AGREEMENT OPTIONS – LENGTH OF TIME COMMITMENT

Kitchen365 offers commitment options upon sign up as indicated in Section 26. Commitments as listed are binding. Please refer to section-13 for terms of cancellation.

3. PROGRAM

See Section 26 for a description of website program options.

4. PROJECT DELIVERABLES AND MILESTONES

The chart below lists the actions required to successfully launch your site. Details of each step may be found in sections 5-8 below. Times listed are approximate and are only intended to be an estimate under optimal cooperation between the Parties – actual implementation time may vary and under no circumstances shall the Company be liable in any way for a failure to meet the time estimates of site launch described herein (one month project estimation).

Customer Responsibility	Kitchen365 Responsibility	Day
Sign agreement, payment of setup fee		1
Credit application to suppliers		10
Onboarding Process: Provide necessary information to Kitchen365 representative	Onboarding Process: Input customer information	2
	Customer entered into design team queue	2
	Site Design	3-9
	Pre-Launch Process	9-11
	Staging Site delivered to customer	11
Customer Review & Revisions	Implement Revisions	12-26

1. Our suggested domain hosts are GoDaddy or Google. If the Customer's current domain is hosted by companies that do not support the technical capabilities of Kitchen365's platform or are deemed incompatible by the Kitchen365 development team, Kitchen365 will ask customer for approval and assist as necessary in transferring domain to a suggested host. Minimal fees may apply (typically \$10 - \$15 per year).
2. Upon successful completion of the onboarding process, customer will be entered in the Kitchen365 design team's queue.

5. ESTIMATED DESIGN TIME

1. Kitchen365 will provide an estimated time for completion once the customer is entered into the Kitchen365 Design Team's Queue.
2. The length of time in the Kitchen365 Design Team's Queue is based on the number of customers preceding the current customer in the queue.

6. PRE-LAUNCH PROCESS

1. Upon completion of the design/build process by the Kitchen365 design team, the site will be reviewed for:
 1. Site functionality
 - Testing of links, lead forms, and call tracking numbers (as applicable)
 2. Google compliance
 3. Aesthetic attractiveness (Kitchen365 Graphics Department)
 4. Domain name/information accuracy
2. Customer will assist as needed in directing customer's domain name to the Kitchen365 customer website.
3. Once the reviewing & testing processes are completed, the site will be submitted for customer review.

7. CUSTOMER APPROVAL TO LAUNCH SITE

1. When site is ready for customer review, the Kitchen365 representative will provide:

1. A link to a temporary “staging” site for the review process. The staging site is not a live website.
2. A target launch date (the date the site will go live), typically 4-6 business days from the customer’s receipt of the staging link.
2. Customer is responsible for reviewing the staging site to ensure the accuracy of important information (e.g., customer name, phone number, address, hours of operation, contact email, etc.) Customer will contact the Kitchen365 representative with any changes, corrections, or edits.
3. Upon completion of changes, customer will review the staging site once again for accuracy. (Note: Customer may request changes after the site is live.)
4. Website launch will commence upon written approval by the customer (via email or launch authorization form).
5. Customer will receive a Launch Notification email upon launch. Site will then be “live” on the Kitchen365 platform, and the monthly subscription fee will commence.
6. The Launch Notification email will include contact information for the Kitchen365 Team along with pertinent information regarding the customer’s website.
7. Kitchen365 reserves the right to commence the agreed-upon monthly subscription fee 30 days from the date of the “staging” site email if customer is unresponsive during the approval process.
8. The Company shall not be liable to Dealer for any delay in the development and launching of the Dealer Site for any reason. The term of the Initial Commitment shall begin on the first day that the Dealer Site goes live to the public.
9. The Company shall not be liable to Dealer for any delay in the development and launching of the Dealer Site for any reason. The term of the Initial Commitment shall begin on the first day that the Dealer Site goes live to the public.

8. MONTHLY SUBSCRIPTION FEE

The monthly subscription fee includes the following - Based on client requests:

1. 4 promo bar changes per year on request
2. 2 product page promo changes per year, per product category
3. 2 video homepage banner, OR, 2 static homepage banner changes per year
4. 4 promo bar changes per year on request
5. 2 product page promo changes per year, per product category

6. 2 video homepage banner, OR, 2 static homepage banner changes per year
7. 4 landing page changes per year on request
8. Call tracking (optional)
9. Monthly Google analytics reports
10. Kitchen365 customer support
11. All components of programs as listed in Section 26 of this Agreement.

9. CUSTOMER ACCESS/EDITING CAPABILITIES

1. Kitchen365 will provide customer with unique login information for back-end website access. Customer will have the ability to add content, upload images, add blog posts, etc.
2. Kitchen365 will also grant customers access to a series of tutorial videos and resources to assist in making changes to the site.
3. Customer may request help in making changes by contacting Kitchen365 Customer Service at 678-666-0628 between 8:00am - 5:00pm eastern time. Requests will be completed based on current workload and the nature of the request.
4. Most requests can be completed within 1-3 business days; Kitchen365 will provide customer an estimated completion date if the request will take longer than three days.

10. WEBSITE FEATURES

1. Kitchen365 makes every effort to develop an aesthetically pleasing, easy-to-navigate site.
2. In developing the website, Kitchen365 uses best practices to implement tools and features already familiar to today's consumer.
 1. Email Hosting
 2. Other services as they become available
3. Customer may learn more about additional services by contacting the Kitchen365 representative. Representative will present all details, pricing, requirements, and expectations.
4. The Company representative will assist the customer in completing necessary paperwork for additional services.
5. Additional fees will apply for new services.

11. ADDITIONAL SERVICES AVAILABLE

1. The Company offers additional Graphic, Digital Marketing and Advertising solutions to help customers grow their businesses. Services include:
 1. Logo Creation
 2. Facebook Advertising
 3. Google Adwords
 4. Blogging
 5. Citations
 6. Email Hosting
 7. Other services as they become available
2. Customer may learn more about additional services by contacting the Kitchen365 representative. Representative will present all details, pricing, requirements, and expectations.
3. The Company representative will assist the customer in completing necessary paperwork for additional services.
4. Additional fees will apply for new services.

12. EARLY AGREEMENT CANCELLATION / AGREEMENT CHANGE / EVENT OF DEFAULT

- a) Customer may change agreement terms by contacting the Company upon mutual agreement by the Parties. Additional fees may apply.
- b) Any one of more of the following constitutes an "Event of Default" under this Agreement:
 1. Dealer fails to cooperate with the Onboarding process or breaches any other term of this Agreement to the extent that the Dealer Site cannot be implemented;
 2. Dealer makes, or has made, any materially false statement relating to this Agreement or any applications for credit made to suppliers in relation to this Agreement.
 3. Dealer provides any intellectual property for use for which it does not have the right to use;
 4. Dealer, any person controlling, controlled by, or under common control with the Dealer, any principal officer or employee of Dealer is convicted of a felony.
 5. There is a violation of the MUTUAL NON-DISCLOSURE, NON-USE, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT executed contemporaneously with this Agreement.

6. Dealer fails to pay any financial obligation pursuant to this Agreement within ten (10) days of the date on which the Company gives notice of such delinquency;
7. Dealer fails to perform its duties and obligations to its own customers in a way that materially affects the reputation of cabinet suppliers providing product through the Dealer Site.

c) If an Event of Default occurs, the Company may, at its election and without notice or demand of any kind, declare this Agreement, the license granted herein, and any and all other rights granted under this Agreement to be immediately terminated and, except as otherwise provided herein, of no further force or effect. Upon termination, Dealer will not be relieved of any of its obligations, debts, or liabilities under this Agreement, including without limitation any debts, obligations, or liabilities that Dealer accrued prior to such termination. The Company's right to terminate Dealer is in addition to, and not in lieu of, any and all other rights and remedies available to Company at law, in equity, or otherwise, all of which are cumulative.

d) The Company does not have any obligation to perform or to comply with its obligations to Dealer under this Agreement or other agreements when a default exists, until Dealer cures the default to the Company's satisfaction. The Company will have the right, but not the obligation, to continue to perform under this Agreement. The MUTUAL NON-DISCLOSURE, NON-USE, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT survives the termination of this Agreement.

1. Dealer shall have no rights to Dealer Site, or site content, other than as described herein.
2. The Company will have no further obligation to maintain the Dealer Site or any content, either as a live website or otherwise.
3. At its discretion, the Company will undertake reasonable efforts to redirect traffic to the Dealer's domain name but is not legally obligated to do so.

g) After the expiration of the Initial Term, this Agreement shall be automatically renewed for successive one-year terms, unless either party gives the other party written notice of termination at least 90 days prior to the end of the then current term. Such term is subject to prior termination as provided herein.

h) Dealer may terminate this Agreement for cause only if: (i) Company commits a material breach of this Agreement; (ii) Dealer gives the Company written notice of the breach within ninety (90) days of its occurrence; (iii) the Company fails to cure the breach, or to take reasonable steps to begin curing the breach, within sixty (60) days after receipt of the notice; and (iv) Dealer is in full compliance with its obligations under this Agreement. Failure to give timely notice of default shall constitute a waiver of any such alleged default. Any attempt to terminate this Agreement without complying with this paragraph shall also constitute an Event of Default by Dealer.

13. ADDITIONAL FEES/CHARGES

1. The Company shall provide the services as described (and as chosen) in Section 26. Any other services provided by The Company shall be subject to additional fees. Specific services which are subject to additional charges, include, but are not limited to, marketing services, additional 2020 Design charges above the amount allotted in the plan selection, additional 2020 products which are not included in the 2020 Design services (ex: Closet) and any item listed in Section 12 of this Agreement.
2. Website Redesign Fees will be charged to Dealer should the Dealer request significant design changes to website. "Significant" changes include, but are not limited to, font changes throughout website, reorganization of navigation and subpages, broad-scope changes to color or style.
3. Custom Page Design Fees, at a rate of \$65 per hour, will apply to new pages created post-launch to promote new products/services.
4. Kitchen365 representative will provide Dealer with a quote for additional fees before commencement of work.

14. SOFTWARE LICENSE

1. For the term of this Agreement, the Company grants Dealer a non-exclusive, non-transferable license to use the software in "object code" form. Software may be used only on a server controlled by kitchen365.com for the sole purpose of creating and maintaining the Dealer Site on the server.
2. Changing, downloading or copying the software and/or code is strictly prohibited.
3. Dealer retains right to any content and/or images provided by Dealer; The Company retains the exclusive right to all other content, images, code, technical data, program, method, technical process, software and/or applications provided by the Company for the benefit of Dealer. The MUTUAL NON-DISCLOSURE, NON-USE, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT executed contemporaneously with this Agreement survives the termination of this Agreement.

15. LIABILITY AND INDEMNIFICATION

1. Kitchen365.com is not responsible for any copyright infringement for materials (music, videos, photos, graphics, clip-art) provided by Dealer. Dealer acknowledges responsibility to verify appropriate licensing for all copyrighted material to be shown over a "global computer network."
2. The Company will not be held responsible for any copyright infringement (music, videos, photos, graphics, clip-art) provided by Dealer. Dealer acknowledges it is the sole responsibility of Dealer to

verify that all copyrighted material has the appropriate licenses to be shown over a “Global Computer Network”

3. Dealer hereto shall defend, indemnify, and hold harmless the Company, its directors, officers, employees and agents with respect to any third-party claim, demand, cause of action, debt or liability, including reasonable attorney’s fees, to the extent that it is based upon a claim arising from the use of any material provided by Dealer to the Company.

16. RESERVATIONS

1. The Company reserves the right to make amendments or changes to our corporate policies. Dealer will be duly notified of changes and their effects.
2. The Parties agree that the Company reserves the right to use Dealer Site images for its own promotional use during the time that this Agreement is in place.

17. DISCLAIMER OF WARRANTIES AND LIABILITIES

1. The products, software, API’s, tools, programs and services are provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including but not limited to warranties and conditions of fitness for a particular purpose and non-infringement. Neither this agreement nor any documentation furnished under it is intended to express or imply any warranty, condition or representation that the online services will be uninterrupted, timely or error-free or that the software will provide uninterrupted, timely or error free service. The Company does not offer a warranty or make any representations regarding the results of the use of the materials in the Dealer Site in terms of their correctness, accuracy, reliability, risk of injury to your computer or commercial advantage to you. No promises of any earnings or commercial gain are made to you in any way. Under no circumstances, including, but not limited to, negligence, shall Magento be liable for any special or consequential damages that result from the use of, or the inability to use, the tools or services offered to you via the Site, or outside of the Site through separate contractual arrangements, even if you have advised the Company of the possibility of such damages.
2. The security mechanism incorporated in the software has inherent limitations and Dealer must determine that the software adequately meets its requirements. Dealer acknowledges and agrees that any material and/or data downloaded or otherwise obtained through the use of the service is done at its own discretion and risk, and that Dealer will be solely responsible for any damages to its computer system or loss of data that results from the download of such material and/or data.
3. The Company and its subsidiaries, affiliates, officers, directors, employees, and agents shall not be liable, under any circumstances or legal theories whatsoever, for any loss or business, profits, or

goodwill; loss of use or data; interruption of business; or for any indirect, special, incidental or consequential damages of any character, even if Kitchen365.com is aware of the risk of such damages that result in any way from dealers use or inability to use the online services or the software, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the online services or the software.

4. The Company does not use or allow third party hosting arrangements and the host shall be at the sole discretion of the Company.
5. LIMITATION OF WARRANTIES. VENDOR MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. VENDOR DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT. VENDOR DOES NOT WARRANT THAT THE PROVIDED SOFTWARE OR SERVICE IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
6. LIMITATION ON LIABILITY. VENDOR'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE LICENSED SOFTWARE, OR MAINTENANCE, SUPPORT OR OTHER SERVICE (REGARDLESS OF THE FORM OF ACTION OR CLAIM - E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE) WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL OF THE INITIAL SET UP FEE AND ALL LICENSE FEES RECEIVED BY VENDOR FROM LICENSEE UNDER THIS AGREEMENT. VENDOR WILL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENDOR IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF LICENSED SOFTWARE OR OTHER PROGRAMS, LOSS OF DATA, LOSS OF GOODWILL, INTERRUPTION OF BUSINESS, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY PARTY OTHER THAN DEALER. THIS LIMITATION OF LIABILITY APPLIES EVEN IF KITCHEN365.COM IS AWARE OF THE RISK OF SUCH DAMAGES THAT RESULT IN ANY WAY FROM DEALERS USE OR INABILITY TO USE THE ONLINE SERVICES OR THE SOFTWARE, OR THE RESULT FROM ERRORS, DEFECTS, OMISSIONS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE OF THE ONLINE SERVICES OR THE SOFTWARE.

18. DISPUTES

1. Arbitration. Any and all disputes, controversies, claims and differences arising out of, or relating to this Agreement, or any breach thereof, which cannot be settled through correspondence and mutual consultation of the Parties, shall be finally settled by arbitration in accordance with the Commercial

Arbitration Rules of the American Arbitration Association, in effect on the date of this Agreement, by the arbitrators selected in accordance with this Agreement;

2. Selection of Arbitrators. One arbitrator shall be chosen upon mutual agreement of the parties, or if no agreement can be reached, utilizing the commercial rules of the American Arbitration Association with BAY Mediation and Arbitration Services in Atlanta, Georgia;
3. Remedies. Each Party shall be entitled to all remedies at law or in equity in enforcing a default or breach under this Agreement. The prevailing Party in any action under this Agreement shall be entitled to recover its costs, including reasonable attorneys' fees, incurred in enforcing this Agreement. Dealer acknowledges that any breach by Dealer of any of the provisions contained in this Agreement, and more particularly a breach, or threatened breach, of the confidentiality and non-compete provisions, will give rise to irreparable injury to the Company inadequately compensable in monetary damages alone. Accordingly, Dealer stipulates and agrees that the Company may seek and obtain preliminary and permanent injunctive relief against the breach, or threatened breach, of said provisions without the necessity of posting bond. Such relief will be in addition to any other legal or equitable remedies which may be available to the Company.

XVIX: Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally, or (ii) when received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested), in each case to the other Party at the following addresses:

1. Remedies. Each Party shall be entitled to all remedies at law or in equity in enforcing a default or breach under this Agreement. The prevailing Party in any action under this Agreement shall be entitled to recover its costs, including reasonable attorneys' fees, incurred in enforcing this Agreement. Dealer acknowledges that any breach by Dealer of any of the provisions contained in this Agreement, and more particularly a breach, or threatened breach, of the confidentiality and non-compete provisions, will give rise to irreparable injury to the Company inadequately compensable in monetary damages alone. Accordingly, Dealer stipulates and agrees that the Company may seek and obtain preliminary and permanent injunctive relief against the breach, or threatened breach, of said provisions without the necessity of posting bond. Such relief will be in addition to any other legal or equitable remedies which may be available to the Company.

XVIX: Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally, or (ii) when received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested), in each case to the other Party at the following addresses:

If to Client, to:

Use the address in the Sign Up Form

If to Vendor, to:

Vishwa, LLC

752 Winer Industrial Way, Suite G

Lawrenceville, GA 30046

19. INDEPENDENT CONTRACTOR

The Parties to this Agreement are independent contractors and there is no relationship of agency, partnership, joint venture, employment or franchise between the Parties. Neither Party has the authority to bind the other, or to incur any obligation on the other's behalf.

20. HEADINGS

The section headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

21. SEVERABILITY

If any term of this Agreement is held invalid or unenforceable by a court or arbitrator of competent jurisdiction, it shall be severed and the remaining terms of this Agreement shall be interpreted in such a way as to give maximum validity and enforceability to this Agreement.

22. ASSIGNMENT/TRANSFER

The Company may transfer or otherwise assign its interest in this Agreement at its discretion.

23. WAIVER

No failure of the Company to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms of this Agreement shall constitute a waiver of the Company's right to demand compliance with any of the terms of this Agreement. No waiver or approval by the Company of any particular breach or default by Dealer; no delay, forbearance, or omission by Company to act or give notice of default or to exercise any power or right arising by reason of such default hereunder; and no acceptance by the Company of any payments due hereunder shall be considered a waiver or approval by the Company of any preceding or subsequent breach or default by Dealer of any term, covenant, or condition of this Agreement.

24. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the Parties on this subject and supersedes all prior negotiations, understandings and agreements between the Parties concerning the subject matter. No amendment or modification of this Agreement shall be made unless agreed to in writing and signed by both Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, and each of which shall be deemed an original and all of which together shall constitute one and the same document. Nevertheless, where a fully executed original of this Agreement cannot be found or produced, a true copy of a fully executed copy of this Agreement shall be treated as an original for all purposes.

26. PROGRAM INCLUSION

Marketing Website	eCommerce Website
\$99/ mo	\$599/mo
Door style listing	Digitized product catalog
Picture gallery	Simple cabinet door ordering
Store locator	Shopping cart
Customer testimonials	FreightQuote integration
Responsive web design	Integrated payment processor
Lead generation form	Coupons and discounts
	Dealer pricing
	All Marketing website features
	10 2020 designs/mo

Term commitment: 1 Year	Term commitment: 1 Year
One time Setup Fee: \$500	One time Setup Fee: \$1,500

27. ACCEPTANCE

Upon acceptance, this proposal shall constitute an agreement between Kitchen365 and Dealer shall not be subject to further variations save and except for any terms deemed necessary for the implementation and completion of the project.

Dealer is admitting that they read this agreement and understand it with clarity and also agrees to be bound by its terms.

Kitchen365 and Dealer warrant and represent that their respective signatory whose signature appears below has been duly authorized by all the necessary and appropriate corporate legal action to execute this agreement.

MUTUAL NON-DISCLOSURE, NON-USE, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

THIS MUTUAL NON-DISCLOSURE, NON-USE, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT (the “Confidentiality Agreement”) is entered into by and between **Vishwa, LLC**, a Georgia limited liability company (“VISHWA”), and Dealer (the “Client”; Client and VISHWA are referred to herein collectively as the “Parties” and sometimes individually as a “Party”), pursuant to that certain Website Design and Development Agreement executed of even date herewith.

The Parties to this Confidentiality Agreement are interested in exploring a mutually beneficial business relationship (the “Business Purpose”). This relationship may require each of the Parties to give to the other confidential information relating to its trade secrets, proprietary plans, proprietary technology and financial information. Each of the Parties desire that the other respect the confidential nature of information disclosed to it, use the confidential information only for the Business Purpose and protect such confidential information from unauthorized use or disclosure. Accordingly, in consideration of the development of the Business Purpose and the disclosure of such confidential information, the Parties agree as follows:

1. CONFIDENTIAL INFORMATION. Except as set forth below, "Confidential Information" shall mean and include any financial, operational, technical, computer code, technical data, program, method, technical process, software and/or applications regulatory, property level, operator specific, legal and other information relating to the present and future business and affairs of the party disclosing the information (the "Disclosing Party"), which information is provided to the other party (the "Receiving Party") in connection with the Evaluation, whether such information is provided in written, oral, graphic, pictorial or recorded form, stored on computer discs, hard drives, magnetic tape or digital or any other electronic medium, or is provided by inspection. Confidential Information may include, but is not limited to, product designs, patent applications, product and manufacturing technology, supplier data, marketing plans and consumer data, customer lists, research and development data, financial statements, cost and expense data, trade secrets, processes, formulae, methods, know-how, techniques and similar information, and any and all notes, reports, analyses, studies, memoranda or other documents derived or developed in any way therefrom. It is understood that the term "Confidential Information" does not include information which:
 - a. was within the possession of the Receiving Party prior to any disclosure made in accordance with this Agreement, as shown by written records in the possession of the Receiving Party;
 - b. the Receiving Party receives from a third party (other than the Disclosing Party) without the Receiving Party's knowledge that such third party is breaching a pre-existing obligation to the Disclosing Party;
 - c. was at the time of disclosure publicly available, or becomes publicly available subsequent to the date hereof; *provided*, that the Receiving Party's breach of this Agreement or any obligation described herein is not the cause of such information becoming publicly available; or
 - d. was independently developed by the Receiving Party's employees who have no knowledge of or access to the Disclosing Party's Confidential Information, without violating the Receiving Party's obligations hereunder and as shown by documentary evidence.
2.
 - a. Specific aspects or details of Confidential Information shall not be deemed to be publicly available or in the possession of the Receiving Party merely because the Confidential Information is embraced by general disclosures that are publicly available or in the possession of the Receiving Party. In addition, any combination of Confidential Information shall not be considered to be publicly available or in the possession of the Receiving Party merely because individual elements thereof are publicly available or in the possession of the Receiving Party unless the combination and its principles are publicly available or in the possession of the Receiving Party prior to the disclosure of Confidential Information to the

Receiving Party by the Disclosing Party. The burden shall be on the Receiving Party to prove the applicability of any such exceptions. The Parties acknowledge and agree that all information disclosed regarding the modification of any open source computer code shall be deemed "Confidential Information" for purposes of this Confidentiality Agreement.

3. TRADE SECRETS. Notwithstanding anything contained herein to the contrary, any trade secrets of the Disclosing Party, in addition to the protections afforded herein as Confidential Information, will also be entitled to all of the protections and benefits under any applicable trade secret laws. If any information that the Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction to not be a trade secret for purposes of this Confidentiality Agreement, then such information will be considered Confidential Information for purposes of this Confidentiality Agreement. As used in this Confidentiality Agreement, "trade secrets" means Confidential Information which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, including all Confidential Information treated as a "trade secret" under applicable law.
4. OWNERSHIP. The Receiving Party hereby acknowledges and agrees that all of the Confidential Information of the Disclosing Party is the exclusive proprietary property of the Disclosing Party, is being disclosed solely to conduct business and is to be used by the Receiving Party only in such limited manner as is permitted by the provisions of this Confidentiality Agreement.
5. NON-DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION
 - a. Non-Disclosure. All Confidential Information will (a) be kept confidential by the Receiving Party and not disclosed to any third party (except as provided in this Section 4), unless the Receiving Party is requested or required to produce Confidential Information (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process) in connection with any proceeding, and (b) not be used by the Receiving Party for any commercial or competitive purpose whatsoever and may only be used in connection with the Evaluation. In the event of any proposed disclosure under clause (a), the Receiving Party shall promptly notify the Disclosing Party upon receipt of any such request or requirement and shall provide the Disclosing Party with an opportunity (if then available) to contest the propriety of such order or subpoena or to arrange for appropriate safeguards against any further disclosure by the court or administrative or congressional body seeking to compel disclosure of such Confidential Information. Except as provided herein, without the prior written consent of the Disclosing Party, the Receiving Party shall not disclose to any other party that the Disclosing Party has

made Confidential Information available to the Receiving Party, or that the Receiving Party or its Representatives are in possession of or have access to any Confidential Information.

- b. Limited Use. Any Confidential Information disclosed shall be used by the receiving Party only within the scope and purpose for which it was disclosed pursuant to this Confidentiality Agreement. Neither Party shall exploit or permit the Confidential Information to be used for the benefit of any person or entity that is not a party to this Confidentiality Agreement.
 - c. Specific Exception. The Parties acknowledge and agree that pharmacotherapy shall not be deemed confidential information or a trade secret, and the performance of pharmacotherapy services by any party shall not constitute a violation of any provision of this Confidentiality Agreement.
6. CARE OF CONFIDENTIAL INFORMATION. The Receiving Party and its Representatives shall provide the same care to avoid disclosure or unauthorized use of the Confidential Information as the Receiving Party and such Representative generally provide to protect their own proprietary information, which shall in no event be less than reasonable care.
7. RETURN OF CONFIDENTIAL INFORMATION. Upon termination of this Confidentiality Agreement, the Receiving Party shall, regardless of any claims or causes of action that it may have or believe it has against the Disclosing Party at that time:
 - a. immediately return to the Disclosing Party, or in the case of Confidential Information stored in electronic, magnetic or digital media, at the election of the Disclosing Party, erase or render unreadable, all materials furnished (including, without limitation, any working papers containing any Confidential Information or extracts therefrom, copies, summaries, records, descriptions, modifications, drawings, photographs, videotapes, computer-based data, and adaptations of the documents and tangible items received from Disclosing Party) that contain Confidential Information of the Disclosing Party, and agree that the Receiving Party will not retain any copies thereof; and
8.
 - a. if so requested by the Disclosing Party, deliver a certificate of an appropriate executive officer of the Receiving Party certifying that all such Confidential Information within the Receiving Party's possession or control or the possession or control of such Representative has been returned or erased, as appropriate, and that no such Confidential Information has been retained.
9. REVERSE-ENGINEERING Client shall not recreate or otherwise reverse engineer any confidential information (including any product or process) supplied by VISHWA, or supply any confidential

information to any third party, without the prior written consent of VISHWA.

10. NO LICENSES. Other than as detailed in a fully executed Website Design and Development Agreement, neither the execution of this Confidentiality Agreement nor the furnishing of any Confidential Information pursuant to this Confidentiality Agreement shall be construed as granting the Receiving Party of any of its Representatives, either expressly or by implication, any license under any patent, patent application, trade secret or know-how, or any license or right to use any Confidential Information for its own benefit or the benefit of any other person, and each Party hereto expressly agrees not to so use any such information.
11. NO REPRESENTATIONS. The Receiving Party acknowledges that the Disclosing Party makes no express or implied representation or warranty as to the accuracy or completeness of any Confidential Information, and the Receiving Party agrees that the Disclosing Party shall be no liability to the Receiving Party relating to or arising from the use of any Confidential Information or for any errors therein or omissions contained in the Confidential Information. The Receiving Party also agrees that it is not entitled to rely on the accuracy or completeness of any Confidential Information and that it shall be entitled to rely solely on such representations and warranties as contained in the Confidentiality Agreement, subject to the terms and conditions of the Confidentiality Agreement.
12. NOTICES. Any notices which are permitted or required to be given hereunder shall be sufficient if in writing and shall be deemed given when hand delivered or upon receipt after deposit in the U.S. mail, mailed certified mail, return receipt requested, to the respective addresses of the parties hereto set forth below or to such other address as a party shall have theretofore notified the other party:

If to Client:
Use the address from the Sign Up Form

If to VISHWA:
Vishwa, LLC
752 Winer Industrial Way, Suite G
Lawrenceville, GA 30046
13. WAIVER OF BREACH. Failure to insist upon strict compliance with any provision of this Confidentiality Agreement shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure, nor shall such failure to act constitute or be construed or interpreted as

a modification or amendment of this Confidentiality Agreement.

14. APPLICABLE LAW. This Confidentiality Agreement shall be governed and controlled by the laws of the State of Georgia, without reference to its conflicts of laws principles.

15. ARBITRATION. Any and all disputes, controversies, claims and differences arising out of, or relating to this Agreement, or any breach thereof, which cannot be settled through correspondence and mutual consultation of the Parties, shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in effect on the date of this Agreement, by the arbitrators selected in accordance with this Agreement;

a. Selection of Arbitrators. One arbitrator shall be chosen upon mutual agreement of the parties, or if no agreement can be reached, utilizing the commercial rules of the American Arbitration Association with BAY Mediation and Arbitration Services in Atlanta, Georgia;

b. Location. Arbitration proceedings shall be held in Atlanta, Georgia, unless the parties mutually agree to a different location. The arbitrator shall allow the Parties sufficient time to conduct discovery. Discovery shall be in accordance with the Georgia Rules of Evidence and the Georgia Arbitration Code; discovery disputes shall be resolved by the arbitrator. The date(s) of the arbitration proceeding shall be mutually agreed upon by the Parties, but if no agreement can be had, then by the arbitrator.

The decision of the arbitrator(s) on all discovery and issues before them shall be final and binding on the Parties, not subject to appeal, and shall deal with the questions of costs of the arbitration and all matters related thereto. Judgment upon the award or decision rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial recognition of the award/decision and order of enforcement thereof, as the case may be.

c. Governing Law. This Agreement will be governed by the laws of the state of Georgia.

16. EQUAL WEIGHT. The Parties agree, understand and acknowledge that each and every clause, provision, section, paragraph, term, covenant and condition contained in this Confidentiality Agreement is separate and distinct from any and all other clauses, provisions, sections, paragraphs, terms, covenants and conditions contained in this Confidentiality Agreement, and further agree, understand and acknowledge that each of the foregoing shall have equal weight, merit and importance among them and shall not have greater or lesser weight, merit or importance than

any other clause, provision, section, paragraph, term, covenant and/or condition contained in this Confidentiality Agreement.

17. REMEDIES. All remedies of the Parties hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. The prevailing party in any legal action brought by one party against the other and arising out of this Confidentiality Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court cost and reasonable attorney's fees.

18. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Confidentiality Agreement shall not affect its other provisions, and to that end, the provisions of this Confidentiality Agreement shall be deemed severable.

19. ENTIRE AGREEMENT. This instrument and the Website Design and Development Agreement contain the entire agreement between the Parties regarding the engagement of VISHWA by the Client. It may not be changed orally, but only by an agreement in writing, signed by the Party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

20. COUNTERPARTS. This Confidentiality Agreement may be executed in multiple counterparts, and any executed counterpart shall be deemed an original for all purposes.

21. NON-SOLICITATION OF EMPLOYEES/REPRESENTATIVES. Client also agrees that during the term of the Website Design and Development Agreement and for twenty-four (24) months after the termination thereof, regardless of the reason for the termination, Client will not, directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, independent contractor or representative of Vishwa with whom you had personal contact in the furtherance of the Website Design and Development Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Confidentiality Agreement to be executed and delivered by their respective appropriate officers, thereunto duly authorized, as of the acceptance date.