

This Agreement is made and entered into as of July 22, 2010, between Contractor's Full Name Must Be Printed Here ("Contractor"), an independent contractor through oDesk Corporation, residing at Contractor's Full Address Must Be Printed Here and KDAD Technologies, Inc. ("KDAD"), a Nevada corporation whose principal office is located at 2650 Windmill Parkway, Suite 503, Henderson, NV 89074-3384.

For the purposes of this Agreement, Confidential Information disclosed by or to any affiliates or subsidiaries of the parties to this Agreement shall be covered by the terms of this Agreement as if such Confidential Information were disclosed by or to a party to this Agreement. Global Cloud Power, Inc. is a new organization being formed by KDAD, its owners and affiliates, and shall be considered an affiliate of KDAD.

WHEREAS, Contractor is a expert in developing (a) .NET applications using C#, AJAX, Java Script, CSS and other technologies or (b) JAVA applications, and KDAD is in the business of Global Services Delivery and business development. Contractor and KDAD desire to enter into confidential discussions and consulting relationships with respect to the Business Purpose of (i) KDAD developing a Global Services Delivery Organization ("GSDO"), and (ii) Contractor providing services for a fee to KDAD to develop technological assets, software, systems and other proprietary and confidential information belonging to KDAD.

In order to pursue the Business Purpose, Contractor and KDAD have or may enter into a business relationship which may involve the disclosure by each party (the "Disclosing Party") to the other party (the "Receiving Party") of confidential and proprietary information which is owned by the Disclosing Party, its affiliates or third parties. For the purposes of this Agreement, Global Cloud Power and Three Share Corporation shall be considered affiliates of KDAD and their Confidential Information shall be considered KDAD's Confidential Information protected by this Agreement.

NOW THEREFORE, in consideration of Contractor and KDAD disclosure of such confidential information and mutual agreements set forth herein, the parties agree as follows:

1. **Confidential Information.** "Confidential Information" means all information (i) identified in written or oral format by the Disclosing Party as confidential, trade secret or proprietary information, and whether disclosed or obtained prior to or after the date of this Agreement concerning the Disclosing Party, (ii) included in systems, software, databases, documentation and other technical formats, or (iii) the Receiving Party knows or has reason to know is confidential, trade secret or proprietary information of the Disclosing Party. The Confidential Information to be disclosed under this Agreement is described as follows:

Any and all technical and non-technical information provided by either party to the other, including but not limited to patent and patent applications; trade secrets; and proprietary information, ideas, samples, media, techniques, sketches, ways of doing business, organizational structure, global operations, activities, drawing, work of authorship, models, inventions, know-how, process, apparatuses, equipment, algorithms, software programs, software source and documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design detail and specification, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, contracts and agreements, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, pricing data, configuration, and information the Disclosing Party provides regarding third parties.

The Receiving Party may use the Confidential Information solely for the purpose of determining whether or not to enter into a business relationship with the Disclosing Party, and in the event the parties enter into an agreement, or agreements, establishing such business relationship, solely for the purposes of fulfilling its obligations under such agreement(s).

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (c) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence. Notwithstanding anything contained herein to the contrary, Confidential Information may be disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall first notify the Disclosing Party, in writing, of such order and afford the Disclosing Party the opportunity to seek a protective order relating to such disclosure.

2. **Nondisclosure.** The Receiving Party shall not use or disclose any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employ of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the purpose authorized above, and disclose Confidential Information to consultants (including, without limitation, the Receiving Party's accountants and attorneys). The Receiving Party shall take appropriate measures

by instruction and written agreement prior to disclosure to such employees or consultant to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party, in writing, immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement.

- 3. **Title and Proprietary Rights.** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice, or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information.
- 4. **Return of Confidential Information.** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) business days after receipt of notice, or destroy the Confidential Information, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
- 5. **Remedies.** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
- 6. **General.** The Receiving Party shall not reverse-engineer, decompile, or disassemble any software disclosed hereunder. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee, or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights, or any right of third persons.
- 7. **Term.** This Agreement shall be effective from the date set forth below and shall continue for five (5) years unless earlier terminated in writing by either party. The terminating party shall provide the non-terminating party at least 30 days prior notice of any termination. The obligation to protect the confidential nature of the Confidential Information received prior to such termination shall survive the termination of this Agreement for a period of five (5) years.
- 8. **Entire Agreement; Amendment; Assignment.** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes all prior oral discussions and/or written correspondence, understandings, communication or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable. This Agreement is not, however, intended to limit any rights that Contractor or KDAD may have under trade secret, copyright, patent, or other laws that may apply to the subject matter of this Agreement both during and after the term of this Agreement.
- 9. **Governing Law.** The provisions of this Agreement shall be governed by the laws of the State of Delaware in the United States. The parties agree courts of competent jurisdiction in India shall enforce this Agreement in accordance with the laws of the State of Delaware in the United States.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Nondisclosure Agreement as of the date of the last authorized signature below.

Contractor _____

By: _____


Name: _____

Address: _____

Country _____

Identification: _____

KDAD Technologies, Inc.

By:  _____

Name: John David Douglas

Title: President

Date: 04 December 2010

Contractor must attach copy of identification.

Title: Contractor

Date: 04 December 2010

