

NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

The Undersigned is considering the possibility of investing and acquiring an interest in LiveAthena, LLC., an Illinois limited liability company, herein after referred to as the “Company”, and as a result of the Undersigned’s interest and potential investment, the Company has provided the Undersigned with information concerning the Company and its business, including, but not limited to financial documents, customers lists, business model, technical information, computer programs, proprietary internet and web content and other proprietary information and documents. The Company has also provided the Undersigned with access to the Company’s employees with respect to the Company’s proprietary information. The Undersigned understands that such information is confidential and would not be provided absent the Undersigned’s agreement as set forth herein. In consideration of the Company’s agreement to provide access to such information and the Company’s employees, the Undersigned agrees as follows:

1. All information, whether oral, electronic or in writing, conveyed to the Undersigned or any entity owned or controlled by it, or their affiliates, agents, employers, employees, officers, directors or their attorneys, concerning the Company or its business and methods will be kept in the strictest confidence and will be disclosed to no one unless such disclosure is first authorized in writing by the Company. Neither the Undersigned nor any entity owned or controlled by it, nor any affiliates, agents, employers, employees, officers, directors or their attorneys, will use such information in any way other than to assess whether or not to proceed.

2. All documents provided to the Undersigned or any entity owned or controlled by it, or any affiliates, agents, employers, employees, officers, directors or attorneys will remain the property of the Company, and the Undersigned agrees that such information and documentation will not be shown nor the contents disclosed to anyone absent the written authorization of the Company; that neither the Undersigned nor any entity owned or controlled by it, nor any affiliates, agents, employers, employees, officers, directors or their attorneys will make copies of the documents provided, and that said documents, including copies thereof, will be returned to the Company upon request.

3. The Undersigned shall not solicit or otherwise cause or attempt to cause any of the

Company's employees, salespeople, customers, suppliers or accounts to terminate, limit, reduce, decline or fail to continue the relationship with the Company. Further, the Undersigned shall not employ or attempt to employ any person who is or was employed by the Company for a period of twenty-four months (24) months immediately subsequent to the date of this Agreement.

4. The obligations hereunder may not be modified or terminated except in writing signed by the Company and the Undersigned. In the event of any dispute concerning this Agreement, the prevailing party will be entitled to recover its' attorneys' fees and costs from the unsuccessful party.

Dated: _____

"I understand that by completing the electronic signature field below, that I am signing the attached (above) Non Disclosure Confidentiality Agreement, a binding agreement in which I specifically agree to abide by the terms of the Non Disclosure Confidentiality Agreement and I further understand that I am entering into a confidential relationship with LiveAthena, LLC., which prohibits me from disclosing, sharing or misusing any of the confidential and proprietary information obtained."

/s/ _____