

Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between **Livewire Software Systems, Inc. dba "Tom's Idea-List" and/or Thomas Farr, an individual** with their principal offices at **462 N. Valley Rd., Paoli, Pa 19301** ("Disclosing Party") and

_____ ,
located at _____,

("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Said Confidential Information comprises any and all information pertaining to any of "The Ideas" disclosed or presented on one or more of the Disclosing Party's websites, downloaded or copied from any of said websites, or downloaded or copied from any of the associated Project Development Team's website(s). Said information may be in the format of text, images, audio, or video or in form of digital files. Further, said "Ideas" include information that is or could be a trade secret, an invention, copyrighted material, a business concept, computer software code or designs or specifications, or a game.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known from sources other than the abovementioned websites at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's websites or representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party:

- a. Shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.
- b. Shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement.
- c. Shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.
- d. Shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing, email or other means.

- e. Shall remove and destroy, from any and all devices accessible by the Receiving Party, any and all digital files pertaining to Confidential Information immediately if Disclosing Party requests it in writing, email or other means.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party

By: _____

Printed Name: Thomas Farr, as an officer of "Tom's Idea-List" and as individual.

Title: President and an individual.

Dated: _____

Receiving Party

By: _____

Printed Name: _____

Title: _____

Dated: _____