

Camp Academia Inc.

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____,

200 ____, by and between Shirley Pennebaker a Georgia resident ("Disclosor"),

_____ parents and/or guardian of

_____, student of Camp Academia.

WITNESSETH:

WHEREAS, Disclosor has certain intellectual property, knowledge, ideas, and other Proprietary Information (as hereinafter defined), including information directed to teaching and learning tools and techniques, sets of mental exercises, computer software for use in performing mental exercises, and results from children performing such exercises;

WHEREAS, Disclosee desires to lease or evaluate the intellectual property, knowledge, ideas, and other Proprietary Information including the information directed to computer software and to discuss developing a research program to assess the efficacy of the software;

WHEREAS, such access will require disclosure by Disclosor to Disclosee of the certain intellectual property, knowledge, ideas, and other Proprietary Information including information directed to teaching and learning tools and techniques, sets of mental exercises, computer software for use in performing mental exercises, and results from children performing such exercises;

WHEREAS, Disclosee is willing to (a) maintain in strict confidence all such Proprietary Information and (b) neither use nor disclose such Proprietary Information without the express written permission of Disclosor; and

WHEREAS, Disclosor has required that Disclosee enter this Confidentiality and Nondisclosure Agreement prior to disclosure of Proprietary Information to Disclosee;

NOW, THEREFORE, for and in consideration of disclosure of Proprietary Information to Disclosee, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises, covenants, warranties and agreements herein contained, the parties hereto agree as follows:

1. Disclosee agrees that she, he or it, as the case may be, will not, without the express written consent of Disclosor, for any reason or at any time, regardless of whether Disclosor enters into any separate agreement with Disclosee, use or disclose to any person or entity any information disclosed by Disclosor (or obtained by observation or inspection of Disclosor's software, documents or other property), relating to any fact or information concerning secret, proprietary or confidential techniques, methods, computer software, research, plans, code,

documentation, development, designs, inventions, improvements, or processes relating to performing mental exercises.

Such secret, proprietary and confidential information (hereinafter called "Proprietary Information"), shall include any information not generally available to the public; provided, however, that the following shall not be considered Proprietary Information: (a) any information that Disclosee can demonstrate was within his, her or its legitimate possession prior to the time of disclosure by Disclosor, such demonstration to be in the form of documents showing such possession at such time; (b) any information which was in the public domain prior to disclosure by Disclosor, as evidenced by documents which were generally published prior to such disclosure; (c) any information which, after disclosure by Disclosor, comes into the public domain through no fault of Disclosee; (d) any information which is disclosed to Disclosee by a third party having legitimate possession thereof and the unrestricted right to make such disclosures; and (e) any confidential business information not rising to the level of a trade secret after two (2) years from the last disclosure of Proprietary Information hereunder; provided, however, that Proprietary Information which is specific as to materials, composition, techniques, design, methods or the like shall not be deemed to be in the public domain merely because such information is embraced by more general disclosures in the public domain and any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain if the combination itself and its principles of operation are not in the public domain.

2. Disclosee will not make or permit to be made any copies of any Proprietary Information unless expressly authorized to do so in writing by Disclosor, and, upon termination of discussions between Disclosor and Disclosee or the earlier request of Disclosor, Disclosee will immediately return to Disclosor all Proprietary Information provided to Disclosee in tangible form, all copies thereof and documents prepared by Disclosee containing Proprietary Information, including without limitation photographs and notes from any visits to Disclosee's premises.

3. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their Agreement with respect to the subject matter herein and all such remaining terms shall remain in full force and effect.

4. This Agreement constitutes the entire agreement between Disclosor and each Disclosee with respect to the subject matter of this Agreement and shall not be modified, amended or terminated except as herein provided or except by another agreement in writing executed by the parties hereto.

5. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, United States of America.

6. Except as otherwise provided by this Agreement, neither this agreement or Disclosee's receipt of any Proprietary Information creates any business, confidential or other relationship or obligation between or among Shirley Pennebaker or any of her employees or agents, whether express, implied, or otherwise, and each party hereby stipulates that no such relationships exist or have existed as of the date of this Agreement.

7. This Agreement shall be binding on and inure to the benefit of each party and its successors, assigns and administrators.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals as of the date first above written.

DISCLOSEE:

Parent

Name

Date

Student

DISCLOSOR:

By: Shirley Pennebaker

Date

Notarized by: _____

My commission expires on _____

**Shirley M. Pennebaker, M.Ed.
CAMP ACADEMIA
P.O. BOX 2954
LaGrange, GA 30241**