

Summer Science Day Camps Inc.
NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This Agreement is dated _____, 2015. The employee is _____. You are signing this Agreement in consideration of, and as a condition to, your association with the compensation and us you will receive from us.

1. Confidential Information. As used in this Agreement, “**Confidential Information**” means all manuals, trade secrets, know-how, methods, training materials, information, management procedures, and marketing and pricing techniques relating to the Program Facility, the **Summer Science Day Camps Inc.** system or **Summer Science Day Camps Inc.** business. In addition, Confidential Information includes all marketing plans, advertising plans, business plans, financial information, member information, employee information, independent contractor information and other confidential information of **Summer Science Day Camps Inc.**, **Summer Science Day Camps Inc.** affiliates, or us (collectively, the “**Interested Parties**”) that you obtain during your association with us.

2. Nondisclosure. You agree not to use or disclose, or permit anyone else to use or disclose, any Confidential Information to anyone outside of our organization (other than the Interested Parties) and not to use any Confidential Information for any purpose except to carry out your duties as our employee or as an independent contractor to us. You also agree not to claim any ownership in or rights to Confidential Information and not to challenge or contest our, **Summer Science Day Camps Inc.**, or **Summer Science Day Camps Inc.** affiliates’ ownership of it. These obligations apply both during and after your association with us.

3. Return of Confidential Information. If your association with us ends for any reason, you must return to us all records described in Paragraph 1, all other Confidential Information, and any authorized or unauthorized copies of Confidential Information that you might have in your possession or control. You may not retain any Confidential Information after your association with us ends.

4. Non-compete-During Association. You may not, during your association with us, without our prior written consent:

(a) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business that offers educational science programs at any location in the United States (a “**Competitive Business**”);

(b) divert or attempt to divert any business or customer or potential business or customer of the Program Facility to any Competitive Business, by direct or indirect inducement or otherwise;

(c) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

(d) directly or indirectly solicit for employment any person who at any time within the immediate past 12 months has been employed by (i) us, (ii) **Summer Science Day Camps Inc.**, (iii) our or **Summer Science Day Camps Inc.** affiliates, or (iv) any **Summer Science Day Camps Inc.** franchisees.

5. Non-compete -After Association Ends. For two years after your association with us ends for any reason, you may not, without our prior written consent:

(a) directly or indirectly own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any Competitive Business that is (or is intended to be) located within

a five-mile radius of any point within the Designated Territory described in your Franchise Agreement; or

(b) directly or indirectly solicit for employment any person who at any time within the immediate past 12 months has been employed by (i) us, (ii) **Summer Science Day Camps Inc.**, (iii) our or **Summer Science Day Camps Inc.** affiliates, or (iv) any **Summer Science Day Camps Inc.** franchisees.

6. Remedies. If you breach or threaten to breach this Agreement, you agree that we will be entitled to injunctive relief (without posting bond) as well as a suit for damages.

7. Severability. If any part of this Agreement is declared invalid for any reason, the invalidity will not affect the remaining provisions of this Agreement. If a court finds any provision of this Agreement to be unreasonable or unenforceable as written, you agree that the court can modify the provision to make it enforceable and that you will abide by the provision as modified.

8. Independent Agreement. The Agreement is independent of any other obligations between you and us. This means that it is enforceable even if you claim that we breached any other agreement, understanding, commitment or promise.

9. Third Party Right of Enforcement. You are signing this Agreement not only for our benefit, but also for the benefit of **Summer Science Day Camps Inc.** and **Summer Science Day Camps Inc.** affiliates. Summer Science Day Camps Inc., Summer Science Day Camps Inc., and we affiliates have the right to enforce this Agreement directly against you.

10. Not An Employment Agreement. This is not an employment agreement. Nothing in this Agreement creates or should be taken as evidence of an agreement or understanding by us, express or implied, to continue your association with us for any specified period.

11. Modifications and Waiver. Your obligations under this Agreement cannot be waived or modified except in writing.

12. Governing Law. The laws of the state in which our principal office is located govern this Agreement.

13. Attorney's Fees. If we have to take legal action to enforce this Agreement, we will be entitled to recover from you all of our costs, including reasonable attorney's fees, to the extent that we prevail on the merits.

14. Representation. You certify that you have read and fully understood this Agreement, and that you entered into it willingly.

WITNESS

EMPLOYEE