

This agreement is between John C. Sornberger MA, LADC (Hereinafter referred to as "Owner" and having an office at 53 Laurel Lane, Columbia, Ct) and

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(Hereinafter referred to as "Recipient")

**WHEREAS, OWNER** has confidential information, including concepts, discoveries and work product developed for commercial reasons relating to the purpose of enhancing academic performance via an interactive, game-based tutorial (Challenge Master) which includes an embedded video game and a mobile app; and

**WHEREAS, OWNER** is interested in having Recipient examine such information for purposes of evaluation for investment or funding for the programming and graphics and animation work required to make Challenge Master market ready. Owner wishes to protect its *ownership* and *exclusive* right to market Challenge Master for commercial purposes unless and until Recipient enters into a business agreement with Owner:

**NOW, THEREFORE,** the parties to this Agreement hereby agree as follows:

1. Owner shall disclose to Recipient insofar as is practical and in sufficient detail the Information necessary to evaluate the efficacy of the program and to procure programming and graphic design and animation cost estimates.
2. Recipient will not, without prior written consent of Owner, use said information except for the purposes stated herein, nor disclose said Information to any third persons, except in the normal course of its operation, and strictly for evaluation and cost estimate purposes.
3. It is understood that if Recipient violates the terms of this Confidential Disclosure Agreement, then Recipient shall be liable to Owner for the damages incurred including reasonable attorneys' fees.

**4. This Agreement shall be binding upon the parties hereto, their respective heirs, successors, administrators and assignees and shall be interpreted under the laws of the State of Connecticut.**

**By-----**

**John C. Sornberger MA, LADC Owner of Challenge Master**

**Date-----**

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**Recipient: -----**

**Date-----**