

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("CNDA") is effective upon receipt and confirmation via email by and between LEARNING CARE GROUP, INC. ("Receiving Party"), and You as recipient ("Disclosing Party" or "You"), collectively, the "Parties".

WHEREAS, Disclosing Party agrees to furnish to Receiving Party certain materials and information which may be non-public, confidential, or proprietary in nature (the "Confidential Information") relating to Disclosing Party's business operations; and

WHEREAS, Receiving Party acknowledges and affirms that the Confidential Information is a valuable business asset of Disclosing Party, non-public and proprietary in nature; and

WHEREAS, Disclosing Party agrees to provide to Receiving Party, and Receiving Party agrees to accept the Confidential Information, for the sole purpose of the contemplated business transaction, review, analyses and/or sale and not in any way commercially detrimental to the Disclosing Party's business (the "Contemplated Transaction"), and for Receiving Party to otherwise hold such information pursuant to the terms of this CNDA.

AGREEMENT

(1) Definitions: As used herein, "Receiving Party" shall be understood to mean and include the employees, officers, managers, shareholders, owners, agents, servants, independent contractors, information and financing sources that in its good faith belief are required to review and/or analyze the Confidential Information in order to provide advice, counsel or guidance in connection with the Contemplated Transaction. The Confidential Material may include without limitation, operation locations, potential locations, business statistics, financial data, investment memoranda and/or other materials generated by Disclosing Party outlining its business plans, results, and/or projections

(2) Non-Disclosure: Receiving Party agrees and acknowledges that all Confidential Information is and will remain the sole and exclusive property of Disclosing Party, and that as a condition to the receipt of the Confidential Information, Receiving Party shall: (a) maintain the secrecy of the Confidential Information; (b) take all reasonable steps and precautions to preserve the Confidential Information, including but not limited to, identifying and marking documents as confidential in nature and subject to this CNDA; (c) notify Disclosing Party of any unauthorized release of Confidential Information within five (5) business days of Receiving Party becoming aware of a possible and/or actual unauthorized disclosure; (d) except as expressly intended in connection with the Contemplated Transaction, not use any of the Confidential Information for the benefit of Receiving Party, any third parties, including competitors of Disclosing Party; and (e) not disclose, directly or indirectly, to any third party any part of the Confidential Information unless required to do so by an order from a court with competent jurisdiction. Receiving Party shall be responsible and liable for any disclosure of Confidential Information inconsistent with this CNDA by Receiving Party and/or their agents.

(3) Public Information: The restrictions contained in this CNDA shall not apply to Confidential Information which (a) is or becomes generally available to the public other than as a result of a disclosure by Reviewer; (b) becomes available to Reviewer on a non-confidential basis from a source other than Disclosing Party; (c) was known to Reviewer on a non-confidential basis prior to its disclosure to Reviewer by Disclosing Party; or (d) was independently developed by Reviewer without reference to or reliance upon the Confidential Information.

(4) Destruction of Confidential Information: Except where required by court order or applicable law, or where storage of Confidential Information within information systems requires unreasonable efforts, upon request from Disclosing Party, Receiving Party shall certify that it has destroyed and/or cause to be destroyed all copies of the Confidential Information, together with notes and analyses thereof. Paper or electronic records containing Personally Identifiable Information ("PII") and Protected Health Information ("PHI") shall be disposed of only in a manner that complies with the regulations and as follows: Paper documents containing PII and PHI shall be either redacted, shredded or destroyed so that PII and PHI cannot be practicably read or reconstructed; and electronic media and other non-paper media containing PII and PHI shall be destroyed or erased so that PII and PHI cannot be practicably read or reconstructed.

(5) Term: The term of this CNDA shall commence on the date upon which the CNDA is executed by Receiving Party and shall terminate the earlier of (a) six (6) months after Disclosing Party last provides Receiving Party any part of the Confidential Information, including updates and revisions; or (b) the Parties' execution of a new confidentiality and non-disclosure agreement specifically intended to supersede this CNDA.

(6) No Independent or Ongoing Duty: Nothing in this CNDA shall be construed or interpreted as creating an independent and/or ongoing duty on behalf of Disclosing Party to provide Confidential Information to Reviewer.

(7) Non Solicitation: The parties agree that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, neither party shall solicit, either directly or through a third party agent, any of the executives or employees of the other party or in any way encourage such employees to terminate their employ with the other party.

(8) Representations and Warranties: The Parties acknowledge and agree that no representations or warranties have been made concerning the completeness or accuracy of the Confidential Information.

(9) Enforcement: The Parties acknowledge and agree that money damages would not be a sufficient remedy for a breach of this CNDA. Accordingly, in addition to all other remedies available at law or in equity, Information Provider shall be entitled to specific performance and injunctive relief as remedies for any breach of this CNDA.

(10) Jurisdiction; Venue: This CNDA shall be governed and construed by the laws of the State of Michigan. Jurisdiction and venue shall be proper in the courts situated in Michigan.

AGREED AND ACCEPTED BY:

LEARNING CARE GROUP, INC.

RECIPIENT: You are agreeing with the terms and conditions of this agreement when you hit submit.