



CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into by and between Absolute Auto Care (“Seller”), and _____ (“Buyer”).

Buyer is attending a private meeting with Seller on _____ 2023, (the “Confidential Meeting”) at which Buyer may learn certain Confidential Information related to Seller’s business, information related to Seller’s business, customer relationships, forms, and methods which are of great value to Seller. Improper use or dissemination would be harmful to Seller. In consideration of the mutual promises herein and the benefits to be derived therefrom, including, but not limited to attendance at the Confidential Meeting, the parties hereby agree as follows:

1. “Confidential Information” consists of any and all information disclosed to, acquired by, or known to Buyer as a result of Buyer’s attendance at the Confidential Meeting including, without limitation, all documents pertaining to Seller’s business including trade secrets, revenue and financial information, fees, renewal dates, lead generating ideas or information, client lists, client identities, client needs, sales documents, marketing systems or materials, pricing information, compensation information, commission splits, manuals, statements of policy, vendor lists, management information, as well as all other information, written, oral, graphic or computerized about Seller’s business, their clients, leads, and prospects.

2. Buyer agrees that he/she/they shall hold all Confidential Information in trust and confidence for Seller. Buyer will not disclose any Confidential Information to any other person or entity, including, but not limited to, other brokers associated with Seller, either during Buyer’s employment or association with Seller or at any time thereafter, except as specifically authorized by Seller or as required by legal process.

3. This Agreement is governed by Washington State law. Any dispute arising out of this Agreement shall be resolved in a court of competent jurisdiction in Pierce County, Washington, except to the extent arbitration is required because of the parties’ memberships in organization(s) or otherwise. The prevailing party shall be entitled to an award of costs, disbursements, and reasonable attorney’s fees (including without limitation those incurred in appeals, bankruptcy proceedings, and collections) from the non-prevailing party. Buyer specifically agrees that any violation of this Agreement entitles Seller to obtain injunctive relief, including court order(s) compelling Buyer’s compliance with this Agreement and to cease and desist from noncompliance, as well as money damages and other relief.

4. Nothing in this agreement shall be construed as prohibiting Seller from pursuing any other legal or equitable remedy available to enforce any of the terms or provisions of this agreement.

5. The waiver of any breach of this agreement, or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.



6. The provisions of this agreement shall remain in full force and effect unless terminated or modified by a writing signed by Seller, notwithstanding any legal presumption to the contrary.

7. The parties may agree at any time in writing and by mutual agreement to modify this Agreement in any way or to reach a new Agreement in lieu of or in addition to this Agreement.

I have read the entire Agreement, I accept the consideration offered as adequate for the promises I have made, and I promise to abide by the terms of this Agreement.

Dated this _____, 2023:

Buyer

Agreed:


James M. Lewis
Absolute Auto Care