



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is made and entered into this _____ day of _____, 20____ by and between _____ ("COMPANY") and Automotive Dealer Management, Inc. ("ADMI").

WHEREAS, COMPANY and ADMI may from time to time disclose to each other proprietary and confidential information for the purpose of discussing and reviewing a business proposal regarding a strategic alliance; and

WHEREAS, COMPANY and ADMI have an interest in maintaining the proprietary nature and confidentiality of the confidential information disclosed to each other, but each is willing to make such disclosure subject to such limitations and conditions as are necessary to protect the Confidential Information

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. **Confidentiality**. Each party hereto acknowledges that material and information which has or will come into its possession or knowledge may include trade secrets and other confidential and proprietary data of the other party (collectively, "Confidential Information").
2. **Non-Disclosure**. Each party hereto agrees that, except disclosures to employees and professional advisors having a need to know, it shall not disclose or otherwise make known to any person any Confidential Information belonging to the other party without the express written consent of the other party. Each party will apprise those to whom disclosure is made, of the existence and substance of this Agreement. Neither party will use such Confidential Information to compete with one another, either directly or indirectly through a third party, nor for any purpose other than reviewing the business proposal referenced above. Nothing set forth herein shall be intended or interpreted to prohibit a party hereto from soliciting business from or contacting a person or entity whose identity is disclosed in the Confidential Information, provided the purpose of such solicitation or contact is not to compete directly or indirectly with the other party. Upon request of the disclosing party, the recipient of any Confidential Information will promptly return or destroy any document or other media containing Confidential Information.
3. **Excluded Information**. The non-disclosure and use restrictions of this Agreement shall not apply to information or data which is:
 - (a) in the public domain at the time of receipt or which subsequently becomes part of the public domain through no fault of the recipient;
 - (b) obtained by the recipient on a non-confidential basis from a third party source which, to the best of the recipient's knowledge, is not prohibited from disclosing such Confidential Information; or
 - (c) independently developed by the recipient.

4. **Legal Requirement of Disclosure.** Either party may disclose Confidential Information to the extent required by applicable law or court order, provided that in the event that the recipient of Confidential Information of the other party becomes legally compelled to disclose any such Confidential Information of the disclosing party, the recipient will, to the extent practicable, provide the disclosing party with prompt notice so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.
5. **Survival.** This Agreement shall commence as of the date set forth above and shall continue until terminated by either party by written notice to the other, provided, that the confidentiality and use restrictions contained herein shall apply to all Confidential Information for a period of three (3) years from the date of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Company Name (COMPANY): _____

Signature: _____

Printed Name: _____

Title (Authorized Corporate Officer): _____

Automotive Dealer Management, Inc. (ADMI):

By: _____

Name: John R. Gilroy

Title: Chief Operating Officer