

*Instructions: Give one copy to employee and place one copy in personnel file.*

## CONFIDENTIALITY AGREEMENT

\_\_\_\_\_, ("Employee"), in consideration for and as a condition of Employee's continued employment with \_\_\_\_\_ Tim Moran Automotive Group \_\_\_\_\_, ("Employer") or Employer's assignee or successor, agrees as follows:

1. Employee agrees that all information communicated to him/her concerning the work conducted by or for Employer is confidential. Employee also agrees that all financial data, sales information, product specifications, customer names and addresses, vendor information, pricing and bid information, personnel information, and any documents generated by Employer, or by Employee in the course of his/her employment, are confidential and are considered a trade secret. Employee further agrees that information concerning the work conducted by Employer, including, but not limited to information concerning future and proposed products, projects or sales which are planned, under consideration or in production/process, as well as existing work/sales additionally constitute confidential information of Employer and are trade secrets.
2. Employee agrees that all confidential information described herein is and constitutes trade secret information as defined by Cal. Civ. Code § 3426.1, and is the exclusive property of Employer.
3. Employee promises and agrees that he/she shall not disclose any confidential or trade secret information of Employer to any other person in violation of California and/or federal law.
4. Employee shall use his/her best efforts to prevent inadvertent disclosure of any confidential information/trade secret information to any third party by using the same care and discretion that he/she uses with information he/she considers confidential.
5. Employee agrees that the sale or unauthorized use or disclosure of any of Employer's confidential information/trade secrets obtained by Employee during or following his/her employment with Employer constitutes misappropriation as defined by Cal. Civ. Code § 3426.1. Employee promises and agrees not to engage in any misappropriation at any time, whether during or following the completion of his/her employment with Employer.
6. Upon Employer's request, Employee shall promptly return to Employer all confidential/trade secret information and materials in his/her possession.
7. Employee agrees that for a period of twelve months after termination of employment status for any reason, which would include, but not limited to resignation, layoff, termination with or without cause or otherwise at the Employer or its successor in interest; Employee will not, on behalf of herself or on behalf of any other person, firm or Employer, directly or indirectly, use trade secret information to call on any of the Employer's customers. Employee will not encourage or otherwise use trade secrets to influence any customers of the Employer to seek the services of a competing business, even if the Employee has no connection with the competing business. Employee further agrees not to use trade secrets to contact any customers of the Employer. For purposes of this Agreement and after termination of employment, customer is defined as any person or entity that has contacted the Employer with the express purpose of inquiry into the purchase of goods or services from the Employer and whose information is a trade secret.

8. While employed by the Employer and for a period of twelve months from the date of termination of Employee's employment (regardless of reason), Employee agrees not to use trade secret information to induce or attempt to influence directly or indirectly through another person any Employee of the Employer to work for you any other person or entity with whom Employee is or may become professionally associated, without the written consent of the President or Owner of the Employer's company.

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Signature -

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Date