

Non-Disclosure, Non-Solicitation, and Non-Disparagement Agreement

This **Non-Disclosure, Non-Solicitation, Non-Disparagement and Non-Compete Agreement** (the "Agreement") is between _____, a Missouri _____ ("Company") and _____, an individual resident of the State of Missouri ("Employee"), and is dated as of the date stated on the signature page.

Background

A. Company is in the business of selling, leasing, and otherwise dealing with new and used automobiles, including provided service and maintenance to customers.

B. Employee is the _____ of Company and wishes to assure Company that Employee will hold in confidence any of the confidential information or proprietary information relating to the Company or its customers and received by Employee during the course of Employee's employment, including, but not limited to customers, customer lists and contacts, target markets, demographic, financial and transaction information relating to the Company's customers, marketing strategies, pricing, products and new product development, software and computer programs, sales, suppliers, business methodologies, records, and other proprietary information.

C. Company, therefore, is requesting assurances that if Employee leaves or plans to leave employment by the Company, Employee will not solicit for employment other existing employees of Company, and that Employee will agree to other reasonable restrictions on potentially competitive activities during and on completion of Employee's employment by the Company.

Therefore, in view of the foregoing, and in consideration of both the opportunity of Employee to continue providing services to Company, and the Employee's protection of the Company's protectable interests, and the mutual promises exchanged below, Employee and Company agree as follows:

1. Term. This Agreement begins on the date it is signed by Company and shall continue thereafter indefinitely, regardless of the end of Employee's employment with the Company, and regardless of the reason such employment may end. Furthermore, Employee acknowledges and agrees that Employee's employment with the Company is not for any specific or minimum term and that it is terminable at will, meaning that Company or Employee are free to terminate Employee's employment at any time, for any reason or no reason, with or without cause, and with or without notice, pre-termination warning or discipline, or other pre- or post-termination procedures of any kind. However, certain employee restrictive covenants will remain in effect after termination, for the periods stated.

2. Non-Disclosure.

a. Confidential Information. Employee acknowledges that during employment with Company Employee will have access to the confidential information of the Company, including, but not limited to, the identities of customers, customer lists and contacts, target

markets, demographic, financial and transaction information relating to the Company's customers, marketing strategies, pricing, products and new product development, software and computer programs, sales, suppliers, business methodologies, records, and other proprietary information (all of the foregoing information is referred to collectively as the "Confidential Information"). Employee acknowledges that Company is providing Confidential Information to Employee in order to assist Employee in performing Employee's duties for the Company.

b. Exceptions to Confidential Information. Notwithstanding the provisions of Section 2(a) above, any Confidential Information that (i) is or becomes part of the public domain through no fault of Employee; (ii) is learned by Employee from a third party not under an obligation of confidentiality to Company; or (iii) is already known to Employee before Employee received it from Company (as can be proven by Employee's written records), shall not be considered Confidential Information.

c. Employee Not To Disclose Confidential Information. Employee agrees not to improperly or unlawfully use, misappropriate for improper purposes, or disclose any Confidential Information. Without limiting the foregoing, Employee specifically agrees: (i) to hold Confidential Information as confidential, (ii) will not disclose it to others and (iii) to not use, copy, disseminate or in any manner publish it for any purposes, other than as required to perform Employee's job responsibilities for the Company, unless expressly directed otherwise by Company.

d. Employee to Abide by Laws on Confidentiality. The restrictions contained in this Agreement are in addition to any requirements imposed by any applicable federal, state, or local law, each of which Employee also promises to observe. Employee may disclose Confidential Information if required to do so by federal, state or local law; however, Employee agrees to promptly notify Company, and to give Company a reasonable time to contest the disclosure, prior to disclosing such information.

e. No Indirect Disclosure. Employee will not assist or permit any other person or entity to take any actions that would violate this Agreement had Employee committed such acts.

f. Return of Records. Employee agrees that the charts, books, notes, records and all other Confidential Information pertaining to Company (or its patients) that comes within Employee's control shall remain the exclusive property of Company. Employee agrees to immediately return any and all such records, whether written or electronic, to Company upon termination of employment or at the request of Company at any time.

3. Restrictive Covenants.

a. Non-solicitation of Employees. Employee agrees that, during Company's employment of Employee and for a period of twelve (12) months following termination of such employment for any reason, with or without cause, Employee will not, either directly or through others, solicit or attempt to solicit any of Company's then current employees to become an employee, consultant or independent contractor to or for any other person or entity, without prior written approval from Company.

b. Non-solicitation of Customers, Suppliers, and Other Relationships.

Employee agrees that, during Company's employment of Employee and for a period of twelve (12) months following termination of such employment for any reason, Employee will not, either directly or through others, solicit or attempt to solicit any of Company's then current customers, suppliers, or other entities with a business relationship with Company with whom Employee had any personal interaction, including but not limited to any source of referrals of customers to Company, and with which the Employee has had any dealings while an employee of Company, to become an employee, consultant or independent contractor to or for any other person or entity, without prior written approval from Company.

c. Tolling while Employee Violates these Provisions. If Employee violates Sections 3(a) or (b) above, then the period of the restrictive covenant specified in that Section shall be extended for the same length of time as which Employee violated this covenant.

d. Notice to Subsequent Employers. Following termination, Employee shall notify any potential new employer, prior to accepting employment, of the provisions and covenants of Sections 2 and 3 of this Agreement and provide such employer with a copy thereof. In addition, Employee acknowledges that Company has the right to notify any potential new employer of the terms of this Agreement.

4. Non-Disparagement. Employee promises not to disparage or defame in any way, either written or spoken, the professional or personal reputation or character of the Company, or its current or former managers, officers, owners, employees, or other representatives, nor will she, except as may be required by law, discuss with any third party the nature of Employee's relationship or dealings with the Company, its business, or its operations.

5. Right to Equitable Relief. Recognizing the irreparable nature of the injury that could be caused by a violation of either Section 2, 3, or 4 of this Agreement, Employee agrees that in addition to and without limitation of any legal rights which the Company may have hereunder, any such violation shall be the proper subject matter for immediate injunctive relief. Employee waives any bond that might otherwise be required in order for the temporary injunction or other interim relief. If the Company is successful in any suit or proceeding against Employee brought to enforce any provision of this Agreement, including but not limited to the provisions of Sections 2, 3, or 4 above, Employee agrees to reimburse Company for its reasonable attorneys' fees and costs.

6. Miscellaneous.

a. If any provision of this Agreement shall be held to be void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

b. The waiver of a breach of any provision of this Agreement shall not operate or be construed to be a waiver of any other or any subsequent breach.

c. This Agreement is governed by the laws of the State of Missouri.

d. This Agreement contains the entire agreement of the parties relating to the subject matter hereof including, but not limited to, any previous promise, understanding, discussion, or representation, written or oral, regarding these obligations. Without limiting the generality of the foregoing, the terms and conditions of this Agreement replace in their entirety any previous written agreement concerning Employee and Company regarding confidentiality or non-disclosure, non-solicitation and non-competition, and any inconsistent statements in any past, current or future version of the Company's employee manual, excepting only any written signed statement expressly modifying this Agreement. This Agreement may not be modified or amended orally, but only by an agreement in writing signed by the party against whom enforcement of any change, modification, waiver, extension, or discharge is sought.

e. Any claim or controversy arising out of or relating to this Agreement or breach of this Agreement shall be settled by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Any arbitration shall take place in St. Louis County, Missouri. Any decision rendered in any arbitration shall be accepted by the parties as final and binding, shall be controlled by the United States Arbitration Act, 9 U.S.C. §§1, et seq., and any judgment awarded may be entered and recorded in any court of competent jurisdiction. The arbiter shall have no authority to make any ruling, finding or award that does not conform to applicable law. The prevailing party in any arbitration under this Agreement shall be entitled to recover from the other, as part of any arbitration award, that party's costs of arbitration, including, but not limited to, the administrative costs of the arbitration, any costs of discovery or the preparation of a transcript of the arbitration proceedings, and a reasonable attorneys' fee. Nothing in this Article shall in any way deprive either party of its rights to seek and obtain injunctive or other equitable relief from any court of competent jurisdiction with respect to the terms of this Agreement or the rights between or among the parties.

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**THIS AGREEMENT CONTAINS A MANDATORY AND BINDING
ARBITRATION PROVISION**

INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto have duly executed
this Agreement on the date written below.

Employee [print name above]

[Employee signature]

By: _____
_____,

Date: _____