

Confidentiality and Non-Disclosure Agreement
for a Non Associate Assignment at JM Family Enterprises, Inc.

This Confidentiality and Non-Disclosure Agreement (“**Agreement**”) is made and effective as of _____ (Date) between _____ (“**Agency Employee**”) and _____ (Agency/Supplier name), for the assignment at JM Family Enterprises, including any and all of its affiliates, subsidiaries, and other related entities (collectively referred to as “JMFE”).

WHEREAS, Agency Employee has or may have access to JMFE’s confidential and proprietary business information and trade secrets, and Agency Employee acknowledges that JMFE has legitimate business interests in preventing disclosure and use of its confidential information and proprietary business information.

NOW, THEREFORE, the Parties agree as follows:

1. Agency Employee’s execution of this Agreement is a necessary condition for Agency Employee to begin or continue assignments with JMFE. In consideration for Agency Employee signing this Agreement, JMFE will allow Agency Employee to begin or continue assignments with JMFE and will provide Agency Employee access to JMFE’s Confidential Information (as defined below). “Confidential Information” means any information about JMFE or its vendors or customers that is not generally known (or that is known because of a breach of a confidentiality obligation) and shall include business plans; internal industry forecasts; sales and marketing information; customer and prospective customer lists; pricing information; distribution information; Agency Employee personnel files, compensation and benefits; training materials and techniques; financial data; operational and other business information and methods; product development, research and design; forms and contracts; technical data; know-how, concepts and ideas; trade secrets; trademarks; proprietary and intellectual property; and plans and strategies for future developments relating to any of the foregoing. Agency Employee agrees that the Confidential Information are useful, valuable, and unique assets of JMFE. As such, at all times during and subsequent to assignment with JMFE, Agency Employee shall not, directly or indirectly, use, permit use of, disclose, discuss, publish, or disseminate in any manner (except on behalf of JMFE during and in the course of Agency Employee’s assignment) any Confidential Information.

2. All Confidential Information, tangible materials, equipment, documents, data compilations (in whatever form), software programs, and electronically created or stored materials that Agency Employee receives or makes in the course of assignment with JMFE are and shall remain the property of JMFE. Agency Employee shall immediately return such property to JMFE’s corporate offices in Deerfield Beach, Florida, upon JMFE’s request and upon the end of Agency Employee’s assignment, for whatever reason. The obligation to return property and documents extends to anything received or made during and as a result of assignment by JMFE, regardless of whether it was received from JMFE or a third party, such as an actual or potential vendor or customers, and regardless of whether a document contains Confidential Information. If Agency Employee has any question as to whether certain information constitutes Confidential Information or is otherwise required to be returned, Agency Employee shall request clarification from JMFE’s Legal Department in writing. If Agency Employee becomes aware of any unauthorized disclosure of JMFE’s Confidential Information, Agency Employee shall immediately notify JMFE’s Legal Department in writing of such disclosure, regardless of whether Agency Employee is on assignment at JMFE at the time Agency Employee becomes aware of such disclosure.

3. If Agency Employee is compelled by law to disclose Confidential Information, Agency Employee will provide as much written notice to JMFE as possible prior to disclosure. Under the federal Defend Trade Secrets Act of 2016, Agency Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Agency Employee's attorney in relation to a lawsuit for retaliation against Agency Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

4. Agency Employee agrees that it would be difficult to measure the damage to JMFE from any breach or threatened breach of this Agreement and that the harm to JMFE would be irreparable. Accordingly, Agency Employee agrees that if Agency Employee breaches or threatens to breach any provision of this Agreement, JMFE shall, in addition to all other remedies it may have, be entitled to injunctive relief restraining any such breach or threatened breach.

5. The following are express third party beneficiaries of this Agreement and are also entitled to enforce this Agreement: JM Family Enterprises, Inc.; CenterOne Financial Services LLC; Century Warranty Services, Inc.; Courtesy Insurance Company; Courtesy Investment Advisory Service LLC; DataScan Field Services LLC; DataScan Field Services ULC; DataScan Technologies LLC; Fidelity Insurance Agency, Inc.; Fidelity Warranty Services, Inc.; Jim Moran & Associates, Inc.; JM Associates Federal Credit Union; JM Auto, Inc.; JM Service Center LLC; Southeast Toyota Distributors, LLC; SET Services Group LLC; Southeast Transportation Systems, Inc.; The Jim Moran Foundation, Inc.; and World Omni Financial Corp.

6. If a court of competent jurisdiction holds any provision of this Agreement invalid, all remaining provisions shall remain in full force and effect. Agency Employee's obligations under this Agreement are independent of any obligation by JMFE to Agency Employee. This Agreement, along with any restrictive covenant signed by Agency Employee, is the entire agreement between the parties concerning the subject matter and supersedes all prior agreements between the Parties as to the subject matter. This Agreement shall survive any change in Agency Employee's title, responsibilities, duties or compensation and shall survive the end of Agency Employee's assignment. No amendment to this Agreement is valid unless in writing and signed by both parties. Agency Employee shall not assign, but JMFE may assign, this Agreement. JMFE's rights and obligations shall inure to the benefit of and be enforceable by JMFE and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to any conflicts of law principles. Agency Employee agrees to submit to the jurisdiction of the State of Florida; agrees that any dispute concerning this Agreement shall be heard **BY A JUDGE AND NOT A JURY**; and agrees that any suit shall be brought exclusively in any court of competent jurisdiction in Broward County, Florida. The prevailing party in any dispute concerning the interpretation, application, or enforcement of this Agreement shall be entitled to recover reasonable attorneys' fees and costs. The waiver by JMFE of any breach of this Agreement, or selective enforcement of others, shall not constitute a waiver of such provision or of any other breach.

7. Nothing contained in this Agreement shall alter Agency Employee's status as an at -will Agency Employee who may be terminated from assignment with JMFE at any time for any lawful reason.

8. Agency Employee acknowledges that Agency Employee has read and understands this Agreement and Agency Employee agrees voluntarily and without coercion to be bound by the terms and conditions described herein.

9. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which taken together shall constitute one single agreement between the parties. Any executed signature page to this Agreement may be transmitted by facsimile or other electronic transmission to the other party, which shall constitute an original signature for all purposes. Additionally, for purposes of this Agreement, the Agreement is “signed” or “executed” if it includes a symbol or action that is adopted or performed by the signer with the present intent to authenticate, manifest acceptance of or assent to the Agreement (an “E-Signature”). If an E-signature is affixed below through the use of an E-signature application, it shall be deemed to be an original signature as if handwritten below and no certification authority or other third party verification is necessary to validate the E-Signature of any party or any agreement between the parties resulting from an E-Signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

[insert name of Vendor]

[insert name of Employee]

By: _____
in his/her capacity as authorized representative
of [insert name of party company]

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

JM Family Enterprises, Inc.



By: _____
in her capacity as authorized representative of
JM Family Enterprises, Inc.

Printed Name: _____

Title: _____

Date: _____