

**Confidentiality, Non-Disclosure, and IP Assignment Agreement
for Agency Worker Assignment with JM Family**

THIS CONFIDENTIALITY, NON-DISCLOSURE, AND IP ASSIGNMENT AGREEMENT (“**Agreement**”) is entered into by and between JM Family Automotive LLC, on behalf of itself and its current and future affiliates, subsidiaries, and other related entities (collectively, “**JMF**”) and _____ (“**Agency Worker**”), an employee of staffing agency, _____ (“**Agency**”), assigned by Agency to provide temporary services for JMF pursuant to a temporary staffing agreement between JMF and Agency. This Agreement is effective on the date this Agreement is signed by Agency Worker. Each of JMF and Agency Worker are referred to herein as a “**Party**” and together as the “**Parties.**” The Parties agree as follows:

1. Agency Worker’s execution of this Agreement is a necessary condition for Agency Worker to begin or continue assignments with JMF. In consideration for Agency Worker signing this Agreement, JMF will allow Agency Worker to begin or continue assignments with JMF and will provide Agency Worker access to JMF’s Confidential Information (as defined below). Agency Worker acknowledges that in performing the temporary services on assignment for JMF, Agency Worker will use, access, and develop Confidential Information (as defined herein) of JMF, and that JMF has legitimate business interests in preventing disclosure and use of the Confidential Information.

2. For purposes of this Agreement, “**Confidential Information**” means and includes all information, whether written or oral, tangible or intangible (in any form or format, whether in paper format, electronic format or otherwise), of a private, secret, proprietary or confidential nature, of or concerning JMF or of or concerning third parties to which JMF has a duty to maintain the confidentiality of such information and use it for limited purposes, including without limitation: any trade secrets or other confidential or proprietary information which is not publicly known or generally known in the industry; the identity, background, and preferences of any prospective, current or former clients, distributors, and suppliers; current and prospective client, distributor, and supplier lists, leads, contracts and proposals; new and existing client, distributor, vendor or supplier programs and services; client terms, service and integration processes and requirements; costs of providing services or products, support and equipment of JMF; development and transition plans; proposals and other financial and pricing information; sales and financial reports and forecasts; Works (as defined below); proprietary computer programs, software, applications, directories, databases, passwords and access codes; marketing materials, plans and strategies; technological strategies; operating and business plans and strategies; training materials; personnel information of employees; and information concerning planned or pending acquisitions or divestitures. Notwithstanding the foregoing, “**Confidential Information**” shall not include information which: was independently known by Agency Worker prior to assignment with JMF from a source other than JMF; becomes generally available or known in the industry or by the public other than as a result of its unauthorized disclosure by Agency Worker; or becomes available to Agency Worker from third parties as to which JMF is not bound by a duty of confidentiality.

3. Agency Worker agrees that the Confidential Information are useful, valuable, and unique assets of JMF. As such, at all times during and subsequent to assignment with JMF, Agency Worker shall not, directly or indirectly, use, permit use of, disclose, discuss, publish, or disseminate in any manner (except as authorized on behalf of JMF during and in the course of Agency Worker’s assignment for JMF) any Confidential Information.

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

5. Except as contemplated in this Section 5, if Agency Worker is compelled by law to disclose Confidential Information, then before such disclosure Agency Worker will, to the extent permitted by applicable law, provide as much

written notice to JMF as possible prior to disclosure. Nothing in any part of this Agreement, or elsewhere, limits or otherwise affects Agency Worker's rights to engage in the following, without providing notice to or obtaining the consent of JMF: filing a charge or complaint with, communicating with, reporting allegations of unlawful conduct to, or participating in any investigation or proceeding conducted by, any federal, state or local government agency charged with enforcement of any law; reporting possible violations of any law, rule or regulation to any government agency or entity charged with enforcement of any law, rule or regulation; making truthful statements or disclosures required by law, regulation, or legal process or that are otherwise protected under the whistleblower provisions of any law, rule or regulation; disclosing or discussing a sexual assault or sexual harassment dispute; requesting or receiving confidential legal advice; or participating in activity protected under Section 7 of the National Labor Relations Act. Under the federal Defend Trade Secrets Act of 2016, Agency Worker acknowledges that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Agency Worker further acknowledges that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

6. Except for Agency Worker's pre-existing rights and materials ("**Agency Worker Pre-Existing Materials**"), JMF is and will be the sole and exclusive owner of all right, title, and interest in and to all results and proceeds of the services performed by Agency Worker during assignment with JMF, including but not limited to software, programs, computer code and related documentation technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the services or other work performed by Agency Worker during assignment with JMF ("**Work Product**") including all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents, and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions, and renewals thereof (collectively "**Intellectual Property Rights**"). Agency Worker agrees that the Work Product is hereby deemed "work made for hire" as defined in 17 U.S.C. § 101 for JMF and all copyrights therein automatically and immediately vest in JMF. To the extent that the foregoing does not apply, Agency Worker hereby irrevocably assigns to JMF, the entire right, title, and interest in and to all Work Product, including all works based upon, derived from, or incorporating such Work Products, and Intellectual Property Rights therein, including all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Agency Worker hereby irrevocably waives in favor of JMF, to the extent permitted by applicable law, all claims to rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all Work Product to which the assigned copyrights apply. Upon the reasonable request of JMF, during and after the assignment with JMF ends, Agency Worker shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be reasonably necessary to assist JMF to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all Intellectual Property Rights therein. If any Agency Worker Pre-Existing Materials are incorporated in or combined with or otherwise necessary for the use or exploitation of any Work Product, Agency Worker hereby grants to JMF an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit such Agency Worker Pre-Existing Materials and derivatives thereof. Agency Worker shall require each of its employees and contractors to execute written agreements containing obligations requiring assignment of inventions and other work product consistent with the provisions of this Agreement prior to such employee or contractor providing any services for JMF. Agency Worker represents and warrants that all Work Product that Agency Worker makes, works on, conceives, or reduces to practice, individually or jointly with others, in the course of providing services for JMF is (i) original or an improvement of JMF's prior materials, (ii) does not include, copy, use, or infringe any Intellectual Property Rights of a third party, and (iii) does not include and is not based on any unmodified or unmodified open source software.

7. Agency Worker agrees that it would be difficult to measure the damage to JMF from any breach or

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

8. This Agreement shall be binding upon and inure to the benefit of any successor or assigns of JMF. Further, Agency Worker agrees that each of JMF's current and future, direct or indirect, parent, subsidiaries and affiliated companies, is an express third-party beneficiary of this Agreement entitled to enforce JMF's rights and remedies hereunder in all respects, including, without limitation: American Truck Protection, LLC; CenterOne Financial Services LLC; Century Warranty Services, Inc.; Courtesy Insurance Company; Courtesy Investment Advisory Services LLC; Fidelity Insurance Agency, Inc.; Fidelity Warranty Services, Inc.; Home Franchise Concepts, LLC; Jim Moran & Associates, Inc.; JM Auto, Inc.; JM Family Enterprises, Inc.; JM Flex Solutions LLC; National Truck Protection Co., Inc.; NTP Insurance Services, Inc.; Southeast Toyota Distributors, LLC; SET Services Group LLC; and Southeast Transportation Systems, Inc.

9. The provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by any court to be unenforceable, in whole or in part, the remainder shall nevertheless be enforceable and binding on the Parties. If any part of this Agreement is, for any reason, held to be impermissibly overbroad, it is the intent of the Parties that this Agreement shall be modified by limiting or reducing it so as to be enforceable under applicable law. Agency Worker's obligations under this Agreement are independent of any obligation by JMF to Agency or Agency Worker. This Agreement 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 Worker's assignment with JMF and shall survive following the end of Agency Worker's assignment with JMF. No amendment to this Agreement is valid unless in writing and signed by both Parties. Agency Worker shall not assign, but JMF may assign, this Agreement. JMF's rights and obligations shall inure to the benefit of and be enforceable by JMF 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 Worker agrees to submit to the exclusive jurisdiction of the State of Florida, and agrees that any suit shall be brought exclusively in any court of competent jurisdiction in Broward County, Florida. **THE PARTIES WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY SUIT, ACTION, OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT.** 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 JMF of any breach of this Agreement, or selective enforcement of others, shall not constitute a waiver of such provision or of any other breach.

10. Nothing contained in this Agreement shall be construed as creating, a partnership, agency, joint venture, or employment relationship for any reason, including, without limitation, for purposes of JMF's benefit plans and disability, unemployment, and workers' compensation laws. Nothing in this Agreement shall give Agency Worker any right to continued assignment with JMF nor interfere with Agency's right to terminate Agency Worker's assignment with JMF.

11. Any executed signature page to this Agreement may be transmitted by 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.

12. By signing below, Agency Worker acknowledges that Agency Worker has read and understands this Agreement and Agency Worker agrees voluntarily and without coercion to be bound by the terms and conditions described herein.

Agency Worker:

Signed: _____

Date: _____

Print Name: _____