DEALER CONFIDENTIALITY

AND NONDISCLOSURE AGREEMENT

Protecting the dealer, the information, and the relationship.

Effective Date	*[Month Day, Year]*
Dealer	*[Full legal name of dealership or dealer group]*
Entity Details	*[State of formation and entity type]*
Dealer Address	*[Principal business address]*

This Dealer Confidentiality and Nondisclosure Agreement (the "Agreement") is entered into as of the Effective Date above by and between the Dealer identified above ("Dealer") and Rob Smith, an individual doing business as Rob Smith Advisory ("Advisor"). Dealer and Advisor may each be called a "Party" and together the "Parties."

1. Purpose

Dealer may disclose sensitive business information to Advisor so the Parties can evaluate a potential advisory relationship and, if engaged, permit Advisor to provide confidential advisory services (the "Purpose"). This Agreement does not obligate either Party to enter into an engagement.

2. Confidential Information

"Confidential Information" means all nonpublic information disclosed or made available by or on behalf of Dealer or any of its owners, affiliates, dealerships, or representatives, whether before or after the Effective Date and whether oral, written, electronic, visual, or learned through observation. It includes financial statements and forecasts; cash, debt, floorplan, lender, and capital information; sales, inventory, F&I, fixed-operations, customer, vendor, and employee information; pay plans; manufacturer communications; ownership, succession, acquisition, sale, legal, compliance, and strategic matters; passwords or system information; and the existence, substance, and status of the Parties' discussions or engagement.

3. Advisor's Confidentiality Obligations

Advisor will: (a) hold Confidential Information in strict confidence; (b) use it solely for the Purpose; (c) not disclose it except to Advisor's attorneys, accountants, contractors, or other professional representatives ("Representatives") who have a genuine need to know it for the Purpose and are bound by confidentiality duties at least as protective as this Agreement; (d) safeguard it using at least reasonable care; and (e) remain responsible for any breach of this Agreement by a Representative to whom Advisor provides Confidential Information.

4. Dealer Identity, Privacy, and Publicity

Without Dealer's prior written consent, Advisor will not disclose that Dealer is considering, has requested, or has retained Advisor; identify Dealer or its owners, employees, or affiliates in any marketing, testimonial, case study, social-media post, presentation, or client list; or disclose any result, recommendation, or detail from the relationship. General knowledge and experience retained in unaided memory may be used only if it does not identify Dealer and does not reveal or permit the reconstruction of Confidential Information.

5. Exclusions

Confidential Information does not include information that Advisor can demonstrate through written records: (a) was lawfully known to Advisor without a duty of confidentiality before Dealer disclosed it; (b) becomes publicly available through no breach of this Agreement; (c) is received lawfully from a third party without a confidentiality duty; or (d) is independently developed by Advisor without using or referring to Dealer's Confidential Information. A combination of information is not excluded merely because individual elements are public or previously known.

6. Required Disclosure

If Advisor or a Representative is legally compelled to disclose Confidential Information, Advisor will, to the extent legally permitted, promptly notify Dealer in writing so Dealer may seek a protective order or other remedy. Advisor will disclose only the portion legally required and will reasonably cooperate, at Dealer's expense, with Dealer's efforts to protect the information.

7. Security and Unauthorized Disclosure

Advisor will take reasonable administrative, physical, and technical measures appropriate to the sensitivity of the Confidential Information. Advisor will promptly notify Dealer upon discovering any loss, unauthorized access, use, or disclosure and will reasonably cooperate in limiting harm and recovering or securing the affected information.

8. Ownership; No License; No Warranty

All Confidential Information remains the property of Dealer or its applicable owner. No license, ownership interest, or other right is granted except the limited right to use the information for the Purpose. Dealer provides Confidential Information without representation or warranty as to completeness or accuracy, except as the Parties may later agree in a signed engagement agreement.

9. Return or Destruction

Upon Dealer's written request, Advisor will promptly return or destroy Confidential Information in Advisor's possession or control and, if requested, confirm completion in writing. Advisor may retain one archival copy solely for legal or compliance purposes and any automatically created backup that cannot reasonably be isolated, provided all retained information remains subject to this Agreement and is not accessed except as legally necessary.

10. Term and Survival

This Agreement begins on the Effective Date and continues for three years unless replaced by a later written agreement. Advisor's confidentiality and restricted-use duties apply for three years after each disclosure. Information qualifying as a trade secret will remain protected for as long as it continues to qualify as a trade secret under applicable law.

11. Remedies

Advisor acknowledges that unauthorized use or disclosure may cause harm for which money damages may be inadequate. Dealer may seek temporary, preliminary, or permanent injunctive relief, in addition to any other remedies available at law or in equity, subject to applicable law.

12. Role of Advisor

Advisor is not acting as Dealer's attorney, certified public accountant, auditor, broker, investment banker, or fiduciary under this Agreement. No attorney-client, accountant-client, or other legal privilege is created. Dealer should obtain advice from its own licensed legal, tax, accounting, and other professional advisors where appropriate.

13. Miscellaneous

This Agreement is governed by the laws of the State of Georgia, without regard to conflict-of-law principles. It contains the entire agreement concerning confidentiality for the Purpose and may be amended only in a writing signed by both Parties. A waiver must be in writing and applies only to the specific instance stated. If any provision is unenforceable, it will be modified only as necessary, and the remainder will continue in effect. Neither Party may assign this Agreement without the other's written consent, except to a successor in connection with a merger, reorganization, or sale of substantially all relevant assets. This Agreement may be signed in counterparts and by electronic signature, each of which will be treated as an original and together as one instrument.

The Parties have executed this Agreement through their authorized signatures below.

DEALER	ADVISOR
Legal Name: ________________________________	**Rob Smith, individually**
By: ____	d/b/a Rob Smith Advisory
Name: ______________________________________	Signature: __________________________________
Title: ______________________________________	Date: ______________________________________
Date: ______________________________________	Email: _____________________________________
Email: _____________________________________	Phone: _____________________________________

Template note: This document should be reviewed by qualified counsel before first use and whenever the business structure, services, or governing law changes.