

**TRM Partners**  
**250 International Pkwy. Suite 128, Lake Mary, FL 32746**  
**Mergers & Acquisitions, Buy/Sell, Advisory Services**

**MUTUAL CONFIDENTIALITY / ADVISORY SERVICES FEE AGREEMENT**

This shall serve to document and confirm our understanding with regard to the buy/sell services for specific automobile dealerships and applicable properties located in Texas. TRM Partners is an automotive dealership buy/sell advisory firm based in Lake Mary, FL.

As a prospective buyer interested in the acquisition of automobile dealerships, you acknowledge the importance of keeping CONFIDENTIAL, all information received by us or made available to you by us. Violating the "terms" of confidentiality could cause damage to the dealership(s), and their principals. The confidentiality applies to you, your investors and assigns. You also acknowledge that TRM Partners will be entitled to receiving a brokerage fee for the services rendered in specific buy/sell actions.

**WHEREAS**, TRM Partners is a consulting firm, with expertise in the Retail Automotive Industry, involved in all aspects of buy/sell advisory services.

**WHEREAS**, \_\_\_\_\_ and \_\_\_\_\_, (also Called "the Company" in this agreement), with corporate offices located in \_\_\_\_\_, \_\_\_\_\_, is representing an automobile dealership group, and the Principals at the group consist of and/or are seeking to obtain automotive franchises.

**NOW THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Cooperation:** The Parties desire to cooperate with each other in furtherance of the business objectives of this Agreement and any subsequent or related Agreements.

- 1. Disclosure of Confidential Information.** From time to time, the Disclosing Party (TRM Partners), may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by written confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations under this Agreement; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).
- 2. Non-Circumvention.** The receiving Party agrees that it will not circumvent, avoid or bypass the other, and will not attempt to circumvent, avoid or bypass the ADVISOR, with any business, individual, company, entity, partnership or association revealed by any Party to the other Party hereto, in connection with this Agreement or any renewals, additions, or modifications of any agreements arising from the Business Purposes of this Agreement. This provision is to be in place for 24 months from the date listed below.
- 3. Confidentiality.** The Parties agree to maintain in strictest confidence all of the Information and agree that: (a) the Information will be shared only with a limited number of employees, agents, sub-contractors and/or licensees of the Parties, on a strictly need-to-know basis and each employee, agent, sub-contractor and/or licensee will be informed of the proprietary and confidential nature of the Information and must expressly agree to maintain the Information in the strictest of confidence; (b) the Parties shall be responsible for the protection from unauthorized disclosure of the Information by such employees, agents, sub-contractors, and/or licensees; (c) the Parties shall use the Information only for purposes of rendering services related to

the Project; and (d) the Parties shall not make any competitive use of the Information whatsoever. The Parties shall safeguard all the Information from unauthorized disclosure and, upon any termination of the Project or the Parties' relationship with the Project, all written materials, including all copies, related to the Information shall be delivered and retained in confidence by the appropriate Party hereto. The Parties' obligations of confidentiality set forth herein shall not apply to items of Information that: (a) are already known to each Party as evidenced by documentation bearing a bona fide date prior to the date of disclosure by the providing Party; (b) are publicly available or become publicly available without violation of this Agreement by the examining party or its employees, agents, sub-contractors, and/or licensees; (c) are lawfully received from a third party without confidentiality or use restrictions; (d) are independently developed by recipient outside the scope of the services rendered by the Parties relating to the Project without use of or reference to the Information; (e) are approved for release or use in a written instrument signed by all of the Parties hereto; or (f) a Party is legally compelled to disclose to a court of law or governmental agency. These exceptions shall not apply to the obligations of the Parties to refrain from competitive use of the Information set forth above.

- 4.** Therefore, as a condition of our furnishing you with information regarding the business, financial conditions and operations, you agree to treat, keep and retain this in strict confidence, and not to reveal, disclose, or release the information and documentation furnished to you by us. You agree not to contact or visit with the dealer or dealer operator, its employees, creditors, suppliers, landlord, financial institutions, franchisers or other dealerships represented by this firm without our written approval. This agreement extends to those to whom you seek counsel.
- 5.** Hold Harmless Clause: TRM Partners assume no responsibility for the accuracy, usability, or reliability of any financial statements or information furnished by or from any Dealer, Dealer Group, Management Company, CPA firm or any other source. Dealer further agrees to hold TRM Partners, its officers, directors, employees, associates, agents, heirs, and family members harmless of any and all claims arising from this.

Should you decide not to pursue the agreed upon business venture with TRM Partners you agree to promptly notify us and return, WITHOUT RETAINING COPIES, all information we have furnished to you. Your obligations under this agreement shall terminate in the event you purchase the dealership.

- 6.** Advisory Fees: The Company acknowledges that TRM Partners is entitled to advisory fees commensurate with specific actions and for consultant services that include, but not limited to, finding/securing an automobile franchise, and associated real estate opportunities. The company agrees to include their obligation for fees in any definitive purchase agreement. The advisory fees will be due and payable to TRM Partners when and only with the successful closing of an action.

TRM Partners

\_\_\_\_\_, Partner

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I desire to register with TRM Partners, LLC  
(Principal)

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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