

CONFIDENTIALITY, NON-CIRCUMVENTION, AND NON-COMPETE AGREEMENT

Best Choice Automation — Commercial Real Estate

Property / Business: Turnkey car wash (business + real estate) at **2505 East Kalamazoo St, Lansing, Michigan** (the "Business").

Disclosing Party / Broker: Best Choice Automation, by David Willis, listing agent for the Seller ("Broker").

Receiving Party ("Recipient"):

Name: _____ Company / Entity: _____

Address: _____

Email: _____ Phone: _____

Effective Date: _____

1. Purpose

Recipient wishes to evaluate a possible purchase of the Business (the "Transaction"). To do so, Broker and the Seller will disclose confidential information. This Agreement governs Recipient's use of that information and Recipient's dealings with the Seller and related parties.

2. Confidential Information

"Confidential Information" means all non-public information disclosed to Recipient about the Business, including financial statements, revenue, tax and insurance records, bank statements, utility costs, equipment lists, supplier/vendor and fleet/trucking account information, customer data, the identity of the Seller and landlord, and the fact and terms of the potential Transaction. It does not include information that (a) is or becomes public through no fault of Recipient, (b) Recipient already lawfully possessed without a duty of confidence, or (c) is independently developed without use of the Confidential Information.

3. Confidentiality Obligations (NDA)

Recipient agrees to: (a) use the Confidential Information solely to evaluate the Transaction; (b) not disclose it to any third party except Recipient's own advisors (attorney, accountant, lender) who need it to evaluate the Transaction and who are bound by this Agreement; (c) protect it with at least reasonable care; and (d) not make copies except as needed for evaluation.

4. Non-Circumvention

Broker is the procuring cause of Recipient's introduction to the Business and Seller. For **twenty-four (24) months** from the Effective Date, Recipient will not, directly or indirectly: (1) contact, negotiate with, or transact with the Seller, the property owner/landlord, or any employee, supplier, or fleet/trucking account of the Business except through Broker; (2) attempt to purchase or lease the Business, or any interest in it, in a manner that bypasses, excludes, or reduces Broker's agreed compensation; or (3) introduce the Business or Seller to any other party in a way that circumvents Broker. If Recipient (or any affiliate or party Recipient introduced) acquires the Business within this period, Broker's full commission remains due as if the sale had closed through Broker.

5. Non-Compete / Non-Use

If the Transaction does not close, then for **twenty-four (24) months** from the Effective Date, Recipient will not use the Confidential Information to: (a) establish, acquire, or operate a competing car wash within a **ten (10) mile** radius of

2505 East Kalamazoo St, Lansing, MI; or (b) solicit or divert the Business's customers, fleet, or trucking accounts identified through the Confidential Information. This Section restricts only the misuse of Confidential Information and does not restrict Recipient's pre-existing, independent business activities.

6. No Warranty; Buyer to Verify

All information is provided by the Seller and is deemed reliable but not guaranteed. Broker makes no representation as to accuracy or completeness. Recipient is responsible for independently verifying all figures, conditions, licenses, and the physical and legal state of the Business before purchase.

7. Return or Destruction

Upon Broker's request or if Recipient decides not to proceed, Recipient will promptly return or destroy all Confidential Information and copies.

8. Remedies

Recipient agrees that a breach would cause harm for which money damages may be inadequate, and that Broker and/or Seller are entitled to seek injunctive relief in addition to any other remedy, plus reasonable attorneys' fees to the prevailing party.

9. General

This Agreement is governed by the laws of the State of Michigan. It is the entire agreement on this subject and may be amended only in writing. If any provision is found unenforceable, it will be modified to the minimum extent necessary and the rest remains in effect. This Agreement may be signed electronically and in counterparts.

Signatures

Recipient

Signature: _____ Date: _____

Printed name: _____ Title (if entity): _____

Broker — Best Choice Automation

Signature: _____ Date: _____

David Willis, Listing Agent

Template only — not legal advice. Have a Michigan attorney review before use, particularly the non-compete radius/term (Section 5) and the commission language (Section 4).