

JAY'S TIRE ACADEMY NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of [Date_____] by and between Jay's Tire Academy (the "Disclosing Party") and [Client Name_____] (the "Receiving Party").

1. Definition of Confidential Information: For the purposes of this Agreement, "Confidential Information" shall include all information disclosed during Mentorship Phone Calls, business information, insights, supplier information, financial information, marketing information, and all general knowledge imparted about starting and operating a Mobile Tire Business.

2. Obligation of Confidentiality: The Receiving Party agrees to maintain the confidentiality of the Confidential Information and to not disclose such information to any third party without the prior written consent of the Disclosing Party. The obligation of confidentiality shall not apply to information that:

- is or becomes public knowledge through no fault of the Receiving Party;
- is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party;
- is independently developed by the Receiving Party.

3. Term: The confidentiality obligations of this Agreement shall remain in effect for a period of 2 years from the date of disclosure of the Confidential Information.

4. Permitted Disclosure: The Receiving Party may disclose Confidential Information upon payment of the Mentorship Fee in full and with written permission from Jay's Mobile Tire or one of its authorized agents.

5. No License: Nothing in this Agreement shall be construed as granting, by implication or otherwise, any license to any Confidential Information disclosed under this Agreement.

6. Remedies for Breach: In the event of a breach of this Agreement, the parties agree to submit to mediation under Florida mediation laws, with the Receiving Party responsible for all legal fees and associated costs seeking remedy for breach.

7. General Provisions:

- **Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- **Amendment and Waiver:** Any amendment or waiver of this Agreement must be in writing and signed by both parties.
- **Severability:** If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

[Disclosing Party Signature] _____

[Print Name] _____

[Title] _____

[Date] _____

[Receiving Party Signature] _____

[Print Name] _____

[Title] _____

[Date] _____