

CONFIDENTIALITY AGREEMENT AND COVENANT NOT TO COMPETE

This CONFIDENTIALITY AGREEMENT AND COVENANT NOT TO COMPETE (the “Agreement”), dated as of _____, 2025, is by and between HPCW2, LLC and Hi Performance Car Wash II, Inc. (collectively, “Seller”) and _____ (“Prospective Purchaser”). Seller and Prospective Purchaser are collectively referred to herein as the “Parties” and individually as a “Party”. A Party that provides Confidential Information pursuant to this Agreement is defined as a “Disclosing Party” and a Party that receives Confidential Information pursuant to the terms of this Agreement is defined as a “Receiving Party.”

WHEREAS, The Parties contemplate discussing a Potential Transaction related to the purchase of Seller’s property located at 2290 North Federal Blvd., Denver, Colorado (“Subject Property”); and

WHEREAS, in connection therewith, the Parties may disclose certain confidential and proprietary information about the Potential Transaction to each other, and each Party may disclose confidential information about itself or its business to the other Party; and

WHEREAS, the Parties wish to define their respective rights and obligations with respect to the use and protection of Confidential Information (as defined below) in this Agreement.

NOW, THEREFORE, in consideration of the agreements, representations, promises, warranties and covenants contained in this Agreement, the Parties hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, “Confidential Information” shall mean any and all information and data that the Disclosing Party furnishes to the Receiving Party, whether written, visual or oral, tangible or intangible, in whatever form or medium received, that is (A) information related to the Potential Transaction, including without limitation, the names of entities, persons, and facilities, and any and all documents, reports, analyses, drawings, specifications, proposals, strategies, cost data, and all technical, commercial, financial, environmental, process and economic information, and/or (B) information related to the Disclosing Party and its Affiliates (as defined below), including their respective business strategies, finances, cash flow, projections, properties, customers, operations, staff (including employees and contractors), management (including officers and directors), and any other information concerning the Disclosing Party and its business. “Representative”, as used herein, shall mean a Party’s directors, officers, employees, auditors, advisors, counsel and Affiliates, and such Affiliate’s directors, officers, employees, auditors, advisors and counsel. “Affiliate”, as used in this Agreement, shall include a Party’s members, partners, and any person or entity that such Party controls, is controlled by or is under common control with such Party. The Parties understand and agree that (a) any Representative receiving Confidential Information shall be informed of the obligation of nondisclosure pursuant to this Agreement, and (b) each Party shall each be responsible to the other for any breach of this Agreement by its Representatives.

2. **Non-Disclosure of Confidential Information.** Receiving Party acknowledges and recognizes that it will have access to and become acquainted with Confidential Information belonging to Disclosing Party. Receiving Party agrees that Receiving Party (A) may only use such Confidential Information for purposes of reviewing and evaluating the Potential Transaction, and (B) unless approved in advance in writing by the Disclosing Party, it shall not disclose any such Confidential Information, other than to a Representative of such Receiving Party.

3. **Exceptions.** The terms of Section 2 above shall not apply to any Confidential Information which:

- (a) was already known by the Receiving Party or was in the Receiving Party’s possession and subject to free disclosure at the date of this Agreement or prior to the disclosure of the information by the Disclosing Party;
- (b) becomes available on a non-confidential basis from a source other than the Disclosing Party, provided such source was not subject to any prohibition against providing the information to the Receiving Party; and/or

- (c) is or becomes generally available to the public through no act or default on the part of Receiving Party or that of its Representatives.

4. Compelled Disclosure. If either Party or its Representative is required by law or the order of any court to disclose any Confidential Information, such Party shall promptly notify the other Party of such requirement in advance of disclosure so that the other Party may seek injunctive or appropriate protective relief, or, at the Disclosing Party's sole discretion, grant a waiver of compliance. If such Party is, per the written opinion of counsel, compelled by law or legal process to disclose Confidential Information in the absence of an injunction, protective order or waiver, the Receiving Party may disclose only such of the Confidential Information as is required, and provided that it exercises reasonable efforts to obtain an order or reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed, there shall be no liability for such disclosure of Confidential Information.

5. Nondisclosure of Discussions. Except as may be required by applicable law, without the prior written consent of the other Party, neither Party will, and will direct its Representatives to not, disclose either the fact that discussions with respect to a Potential Transaction are taking place, or other facts with respect to these discussions, including the status thereof.

6. Return of Confidential Information. Confidential Information, including analyses, studies, compilations, or other documents prepared by the Receiving Party or its Representatives, shall be returned immediately upon written request of the Disclosing Party, and no copies shall be retained by the Receiving Party or its Representatives. Alternatively, at the Disclosing Party's sole discretion, all such Confidential Information may be destroyed by the Receiving Party, with a certificate of such destruction signed by an officer of the Receiving Party delivered to the Disclosing Party.

7. No Warranty. Each Party acknowledges and agrees that no representation or warranty, express or implied, is made as to the accuracy or completeness of any Confidential Information provided, and the Receiving Party agrees that neither the Disclosing Party nor any of Disclosing Party's Affiliates or Representatives will have any liability to Receiving Party or any of its Affiliates or Representatives resulting from the use of any Confidential Information. Each Party acknowledges that it is required to conduct, at its own cost, risk and expense, its own evaluation of the Confidential Information and any Potential Transaction, and take such advice and undertake such due diligence, as it may deem appropriate with respect thereto.

8. Covenant Not to Compete. Prospective Purchaser hereby agrees that Prospective Purchaser will not compete either directly or indirectly, alone or with others, with the Seller and will not engage in the business of **a carwash**, within two (2) years from the date of this Agreement, within two (2) miles of the facility of the location(s) named above, so long as Seller, or any other person or entity deriving title to the goodwill incident to the business from Seller, carries on a like business on the premises considered under this Agreement. Indirect competition shall be deemed to include Prospective Purchaser's position as a shareholder, partner, officer, agent, or employee of a competing business.

9. Term. This Agreement and the obligations hereunder shall expire on the earlier to occur of (i) two (2) years after the date of this Agreement, or (ii) if the Parties execute a definitive agreement relating to a Potential Transaction containing provisions addressing non-disclosure, and restrictions on use of Confidential Information that supersede this Agreement, the date of such definitive agreement.

10. Applicable Law. **THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED PURSUANT TO THE LAWS AND PROCEDURES OF THE STATE OF COLORADO WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES.**

11. Savings Provision. To the extent that any provision of this Agreement or any paragraph, term, sentence, phrase, clause, or word of this Agreement shall be found to be void, illegal or unenforceable for any reason, such paragraph, term, sentence, phrase, clause, or word shall be deemed modified or deleted in such a manner as to make the Agreement, as so modified, legal and enforceable under applicable laws. The remainder of the Agreement shall remain in full force and effect.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and there are no other agreements, warranties or representations, written or oral, other than those contained herein or specifically incorporated herein by reference. This Agreement supersedes any and all prior agreements or understandings between the Parties with regard to the subject matter contained herein, and may only be amended, modified or extended by a writing signed by each of the Parties.

13. Successors and Assigns. The provisions of this Agreement bind the Parties hereto and each and all of their respective heirs, legal representatives, and permitted successors and assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

14. Waiver. No waiver of any breach of any term and/or provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other term and/or provision of this Agreement.

15. Specific Performance. Receiving Party hereby agrees that money damages would not be a sufficient remedy for any breach of this Agreement, that in addition to all other remedies the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief without proof of actual damages as a remedy for any such breach, and Receiving Party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that Receiving Party has breached this Agreement, Receiving Party shall be liable and pay to the Disclosing Party the reasonable legal fees incurred by the Disclosing Party in connection with such litigation, including any appeal relating to such litigation.

16. Notices. Each notice, request, demand, statement or routine communication allowed or permitted by this Agreement, or any notice or communication which either Party may desire to give to the other, shall be in writing and shall be considered as delivered when received by the other Party by certified United States mail, reputable overnight courier, or by facsimile addressed to the other Party at its address indicated below or at such other address as either Party may designate for itself in a written notice to the other Party; provided that in the case of facsimile communication the recipient confirms by return facsimile such receipt. Either Party may additionally designate in writing a successor representative to the person listed below, at any time during the course of this Agreement.

If to SELLER:

If to PROSPECTIVE PURCHASER:

17. No Offer or Further Obligation. The Parties agree that unless and until a definitive agreement concerning a Potential Transaction is consummated, neither Party will be under any legal obligation of any kind whatsoever with respect to a Potential Transaction by virtue of this Agreement or any written or oral expression with respect to a Potential Transaction by any members, partners, officers, directors, employees, advisors, agents or Affiliates of either Party, or by any other person, except for the obligations specifically agreed to in this Agreement. Neither this Agreement nor any Confidential Information disclosed constitutes an offer or invitation to buy, sell or enter into any binding obligation, nor does it obligate or bind either Party to enter into any further agreement or undertaking with respect to a Potential Transaction or otherwise. This Agreement does not impose any exclusivity obligation with respect to a Potential Transaction on either of the Parties, their Affiliates or Representatives.

18. Waiver of Consequential Damages. Notwithstanding anything to the contrary contained herein, neither Party, nor any of its officers, directors, members, partners, shareholders, employees, agents or Affiliates, shall be liable to the other Party for any consequential, incidental, special, indirect or punitive damages of any kind or character, arising as a result of, relating to or in connection with this Agreement, the Potential Transaction or the Confidential Information, including without limitation damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability, contract, operation of law or otherwise.

19. Counterparts. This Agreement may be signed in one or more counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

SELLER

Signature: _____

Title: _____

Date: _____

PROSPECTIVE PURCHASER

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

Address, City, State: _____

Phone: (____) _____

Colorado Classic Brokers, Ltd.
DBA: Brokers Guild
4601 DTC Blvd. #300
Denver, Colorado 80237

FINANCIAL DATA: (Include joint assets if shared by you). APPLICANT ASSETS		APPLICANT LIABILITIES	
Cash (Checking & Savings)	\$	Notes Payable: Name Payee Below	N/A
Investments		To banks	N/A
Stocks, Bonds, CD's		Other	N/A
Accounts & Notes Receivable	N/A	Installment Credit Card Debt	N/A
Real Estate Owned (Market Value)	N/A		N/A
Home	N/A		N/A
Other	N/A		N/A
Automobile(s): Year, Make	N/A	Automobile(s) Debt	N/A
	N/A		N/A
	N/A		N/A
	N/A	Other Accounts Payable	N/A
Personal Property & Furniture	N/A		N/A
Face Value of Life Insurance (\$)	N/A	First Mortgage(s)	N/A
Cash Surrender Value of Life Insurance	N/A	Home Equity Line of Credit	
Retirements Accounts		Unpaid Real Estate Taxes	
		Unpaid Income Taxes	
		Secured Loans	
		Other Liabilities & Debt – (Attach Separately)	
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
NET WORTH (Total Assets – Total Liabilities)			\$

PERSONAL REFERENCES

Name	Address	Occupation

I certify that the Information I have provided on this application is complete and correct. I hereby authorize Brokers Guild Classic, Ltd. (CCB) or its authorized agent to obtain verification of any of the above Information, and I authorize the release of such Information to CCB or its authorized agent.

Signature of Applicant(s) _____

Date: _____