

NON-DISCLOSURE AGREEMENT

The company or individual identified in the signature block below (the "**Participant**") is interested in participating in Autotrader Advisory Board to assist Autotrader and its Affiliates with key initiatives, business models and innovative products and services by providing Feedback to Autotrader. Participant and Autotrader.com, Inc., on behalf of itself and its Affiliates (as defined below) (collectively, "**Autotrader**") are interested in exchanging information about the automotive industry generally and Autotrader products and services and Autotrader may want to provide Participant information concerning Autotrader's business, its operations, and/or products and services. Autotrader and Participant may each be referred to herein as a "**Party**" and collectively, the "**Parties**". The Parties enter into this Non-Disclosure Agreement (this "**NDA**") as of the date signed by Participant below (the "**Effective Date**"). As a condition to, and in consideration of, Autotrader furnishing or making available to Participant certain Confidential Information (as hereafter defined), the Parties agree as follows:

1. **Certain Definitions.** The capitalized terms set forth below have the following meanings when used herein.

a) "**Affiliate(s)**" means any entity that directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with, Cox Automotive, Inc., parent company of Autotrader.

b) "**Confidential Information**" means any information, knowledge and know-how provided on or after the Effective Date, by Autotrader or its Affiliates to Participant, and all materials in which such information is contained, whether in written, oral, electronic or digital format, which is marked confidential or that would reasonably be expected to be considered proprietary or confidential, including, without limitation, any information, knowledge and know-how relating to the business, financial condition, operations, assets or liabilities of Autotrader or its Affiliates including, without limitation, all marketing information, technical information, data sheets, manuals, product or service concepts, advertising methods, customer lists, pricing policies, financial information, employee-related information, research and development, studies, reports, contracts, agreements, libraries, compilations, databases, intellectual property or any information derived therefrom.

c) "**Feedback**" means any information, suggestions, ideas, enhancement requests, recommendations, comments and other feedback that Participant may disclose, transmit, suggest or offer to Autotrader or its Affiliates as an Autotrader Advisory Board participant.

2. **Exceptions.** Confidential Information does not include any information that: a) is or becomes generally available to the public other than as a result of a wrongful disclosure by the Participant; b) was in the Participant's possession or known to it prior to receipt from Autotrader provided that the Participant did not obtain such information through improper means; c) becomes available to the Participant on a non-confidential basis from a source which is not to the Participant's knowledge prohibited from disclosing such information; d) is developed independently by the Participant without violation of this NDA; or e) was generally made available to third parties by Autotrader without restrictions similar to those imposed under this NDA.

3. **Use and Disclosure**

a) The Participant may use Confidential Information only for the purpose of providing Feedback, and for no other purpose, and will not disclose any Confidential Information to any third party, except as provided in Section 3(b) below. Participant will take security precautions, at least as great as the precautions it takes to protect its own confidential information of similar nature and importance which shall in no event be less than reasonable precautions, to keep confidential the Confidential Information. The Participant may not, to the extent applicable, modify, reverse engineer, decompile, create derivative or other works from, or disassemble any such Confidential Information without the prior written approval of Autotrader.

b) Participant may disclose Confidential Information in accordance with judicial or other governmental order, law or regulation, as required in the reasonable written opinion of Participant's counsel, provided that Participant shall give Autotrader prompt notice – unless prohibited by law – prior to such disclosure and shall, if promptly requested to do so, reasonably cooperate with Autotrader in obtaining at Autotrader's expense an applicable protective order or equivalent.

4. **Feedback.** Participant also acknowledges and agrees that any Feedback from Participant is submitted without any restrictions or expectations of confidentiality. As such, Participant hereby permits Autotrader to use, to allow others to use, or to assign the right to use, without compensation, restriction or further obligation of any kind, any Feedback for any purpose whatsoever, including publication or the creation of any intellectual property or derivative works of or relating to any Feedback. Nothing in this NDA nor any written or oral expression of interest with respect to the Feedback obligates Autotrader to pursue or use the Feedback.

5. **Rights and Remedies**

a) Participant will notify Autotrader in writing promptly upon Participant's discovery of any unauthorized use or disclosure of Confidential Information, and will cooperate with Autotrader's reasonable requests to help Autotrader regain possession of the Confidential Information, prevent further unauthorized use and/or dissemination, and otherwise mitigate the effects of the unauthorized use or disclosure.

b) Upon termination of this NDA or upon Autotrader's written request, the Participant (i) will return or destroy (or, as appropriate, permanently delete) all originals, copies, reproductions and summaries of Confidential Information in the possession or under the control of the Participant, and (ii) will destroy (or, as appropriate, permanently delete) all documents, memoranda, notes and other writings whatsoever maintained by the Participant based on the Confidential Information, and will certify such destruction and/or deletion, in writing; provided that the Participant may retain (x) an archival copy of the

Confidential Information in any computer network archival backup system and (y) a copy in the possession of counsel of its own choosing for purposes of legal or regulatory compliance or for use in pursuing, defending and/or resolving a claim arising hereunder. Notwithstanding the return or destruction of any Confidential Information, Participant will continue to be bound by its obligations of confidentiality and other obligations hereunder.

c) The Participant acknowledges that monetary damages will not be a sufficient remedy for unauthorized disclosure of Confidential Information. Therefore, in the event of a breach of this NDA or threat thereof, Autotrader will be entitled, without waiving any other rights or remedies, to seek such injunctive or other equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedy shall not be Autotrader's exclusive remedy for any breach or threatened breach of this NDA, but shall be in addition to all other rights and remedies available at law or in equity.

6. Miscellaneous

a) All Confidential Information is and will remain the property of Autotrader. By disclosing information to the Participant, Autotrader does not grant any express or implied right or license to the Participant to or under Autotrader's patents, copyrights, trademarks, trade secrets or other property.

b) Except as may otherwise be provided in a future agreement between the Parties, neither Autotrader, nor its Affiliates, will be liable or responsible for errors or omissions in, or any business decisions made by the Participant in reliance on, any Confidential Information disclosed under this NDA. Neither Autotrader, nor its Affiliates, make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information. All information disclosed under this NDA is provided "as is".

c) This NDA does not create an agency, joint venture or partnership relationship.

d) This NDA supersedes and replaces all negotiations and prior discussions between the Parties relating to the subject matter thereof and constitutes the entire agreement between the Parties with respect to the subject matter hereof and may not be modified except by a written agreement signed by both Parties. No provision of this NDA will be deemed to have been waived by any act or acquiescence on the part of Autotrader, but only by an instrument in writing signed by an authorized officer of Autotrader. No waiver of any provision of this NDA will constitute a waiver of any other provision(s) or of the same provision on another occasion.

e) This NDA will be construed and governed in accordance with the laws of the State of Georgia without reference to its choice of law provisions. If any provision of this NDA is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect unless modified or eliminated through a subsequent written agreement.

f) Subject to the limitations set forth in this NDA, this NDA will inure to the benefit of and be binding upon the Parties, their successors and assigns. This NDA may not be assigned by either Party without the prior written consent of the other Party, which will not be unreasonably withheld.

g) This NDA is effective as of the Effective Date and may be terminated by either Party at any time on written notice. Notwithstanding, the foregoing and any other provision in this NDA to the contrary, the obligations under this NDA with respect to Confidential Information shall continue for a period of three (3) years from the Effective Date. Further, such obligations under this NDA shall survive with respect to trade secrets for so long as any such Confidential Information remains a trade secret under applicable law. In the event of a dispute, the entirety of this NDA shall survive or revive and continue, as the case may be, and remain in effect until such dispute is resolved.

h) This NDA may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each Party has signed the counterpart.

Accordingly, the Parties hereto, intending to be legally bound, have executed this NDA as of the Effective Date.

AUTOTRADER.COM, INC.

COMPANY OR INDIVIDUAL:

3003 Summit Blvd.
Atlanta, Georgia 30319

ADDRESS: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____