

## **Non-Disclosure and Confidentiality Agreement**

Our Agreement with the Seller requires that we obtain a non-disclosure and confidentiality agreement and evidence of financial ability before disclosing the name and location of his business. This information will be kept confidential. In compliance with the above, please read and complete the following Non-Disclosure and Confidentiality Agreement.

I, the undersigned potential investor, in consideration for the Principals, Associates, Agents or Employees of the Franchisee, providing me with information on businesses offered for sale, understand and agree: That information provided on businesses by the Blockbuster Franchisee is sensitive and confidential and that its disclosure to others would be damaging to the businesses and to the Broker's fiduciary relationship with the Seller.

That I will not disclose any Information regarding these businesses to any other person who has not also signed and dated this agreement, except to secure their advice and counsel, in which case I agree to obtain their consent to maintain such confidentiality. "Information" shall include the fact that the business is for sale plus other data. The term Information does not include any information, which is, or becomes, generally available to the public or is already in your possession. All Information provided to review the business will be returned to the Franchisee without retaining companies, summaries, analyses or extracts thereof in the event the review is terminated. That I will not contact the Seller, his employees, supplies or customers except through Tameracq Partners, Inc.

That all Information is provided by the Seller and is not verified in any way by Tameracq Partners, Inc. Tameracq Partners, Inc is relying on Seller for the accuracy and completeness of said Information, has no knowledge of the accuracy of said Information and makes no warranty, expressed or implied, as to such Information.

Tameracq Partners, Inc does not give tax, accounting or legal advice. That, prior to finalizing an agreement to purchase a business, it is my responsibility to make an independent verification of all information. I agree that Tameracq Partners, Inc is not responsible for the accuracy of any Information I received and I agree to indemnify and hold Tameracq Partners, Inc harmless from any claims or damages resulting from its use. I will look only to Seller and to my own investigation for all information regarding any business offered by the Franchisee.

That, should I enter into an agreement to purchase a business the Franchisee offers for sale, I grant to the Seller the right to obtain, through standard reporting agencies, financial and credit information concerning myself or the companies or other parties I represent and understand that this information will be held confidential by Seller and Tameracq Partners, Inc and will only be used for the purpose of Seller extending credit to me.

That all correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease or any business presented to me, or companies I represent, by the Blockbuster Franchisee, will be conducted exclusively through Tameracq Partners, Inc.

Agreed to and accepted:

Name (signature) \_\_\_\_\_ Date \_\_\_\_\_  
Name (please print) \_\_\_\_\_ Tel. No. \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
For the (name of company) \_\_\_\_\_  
Email Address \_\_\_\_\_