

## INSTRUCTIONS

1. Save this file to your computer or local drive.
2. Fill in your name or company name and address in the first paragraph.
3. Read the entire agreement and sign and complete the signature block on the left side of the last page.
4. Fax or scan and email the complete agreement to:  
Fax: 928-447-2631  
Email: Seller@CigarStoreForSale.com
5. The Seller will add their name and sign and return a copy of the agreement to your attention.
6. The seller will then contact you to further discuss the transaction.

Completion of the Confidentiality Agreement does not obligate either party except to conduct themselves in a professional efficient manner. No exclusive negotiation is created and the seller may continue to enter into other agreements or take any other steps as may be necessary or prudent to further the sale of the business.

The submission of a Confidentiality Agreement is not an offer to purchase the business.

## CONFIDENTIALITY AGREEMENT

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2008 (“Effective Date”) between \_\_\_\_\_ (Your Name or Company Name), located at \_\_\_\_\_, and \_\_\_\_\_ (“Seller”), located at \_\_\_\_\_ (collectively, the “Parties”). The Parties are involved in discussions concerning the procurement of a retail premium tobacco business (the “Transaction”), and in connection therewith, may be exchanging certain information that is confidential, proprietary or otherwise not generally available to the public. As a condition to each Party’s (the “Furnishing Party”) furnishing and providing the other party (the “Receiving Party”) access to such information, the Parties agree as follows:

1. Definition of “Confidential Information”. As used herein, “Confidential Information” means information that is furnished to the Receiving Party by the Furnishing Party that concerns the Transaction and/or the Furnishing Party its affiliates or subsidiaries, and that is marked as “Confidential” or “Proprietary” or is otherwise reasonably indicated or understood to be confidential. Confidential Information includes, but shall not be limited to, information regarding the Furnishing Party’s business activities and programs, customers, clients, employees and suppliers, pricing information and models, product and service information, marketing strategies, strategic plans, financial operational data, customer/client lists, and this Agreement. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (b) information that was already known to the Receiving Party prior to its disclosure under this Agreement if the source of the information was not subject to any prohibition against transmitting the information to the Receiving Party; or (c) information that becomes available to the Receiving Party from a source other than the Furnishing Party if such source was not subject to any prohibition against transmitting the information to the Receiving Party.

2. Nondisclosure of Confidential Information. For a period of five (5) years from its disclosure to the other party, the Receiving Party, which definition shall include its directors, officers, employees and representatives (collectively, “Representatives”), i) will not disclose the Confidential Information to any person other than as permitted hereby, ii) will safeguard the Confidential Information from unauthorized disclosure using no less than the same care the Receiving Party affords its own confidential information, but no less than a reasonable degree of care, and iii) will not use the Confidential Information for any purpose other than in connection with the Transaction. The term “person” as used in this Agreement shall be broadly interpreted to include without limitation any corporation, company, partnership or individual. The Receiving Party may disclose the Confidential Information to any of its Representatives if such Representatives have a need to know the Confidential Information in connection with the Transaction. Before such disclosure, the Receiving Party will inform such Representatives of the confidential nature of the Confidential Information and the non-disclosure requirements and limitations on use set out above. The Receiving Party shall be responsible and liable for any action or omission by any of its Representatives that results in a breach of this Agreement.

3. Notice Preceding Compelled Disclosure. If the Receiving Party or its Representatives are required (such as by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Receiving Party will promptly notify the Furnishing Party of such requirement so that the Furnishing Party may seek an appropriate protective order or waive compliance with provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party or its Representatives are, in the opinion of its counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, the Receiving Party may disclose only such of the Confidential Information to the party compelling disclosure as is required by law.

4. Term. This Agreement will commence on the Effective Date and shall continue for a period of one (1) year. All provisions of this Agreement, including the non-disclosure obligations and limitations on use set out in Paragraph 2, shall survive its termination, but only as to Confidential Information disclosed during the Agreement's term.

5. Return of Information. At the termination of this Agreement or immediately upon the Furnishing Party's request, the Receiving Party will return the Confidential Information and all copies thereof to the Furnishing Party, or will certify in writing that all such Confidential Information and copies have been destroyed.

6. No Warranties. Neither Party makes any representations nor warranties, express or implied, with respect to any of its Confidential Information. Furnishing Party is the sole owner of the Confidential Information, including all intellectual property contained and/or embodied therein. The Receiving Party agrees that nothing in this Agreement shall confer to it any rights in or to the Confidential Information, by license or otherwise, other than the use of such Confidential Information as provided in this Agreement.

7. No Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

8. Remedies and Headings. Money damages would not be a sufficient remedy for any breach of this Agreement by the Receiving Party or its Representatives, and the Furnishing Party shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by the Receiving Party or any of its Representatives but shall be in addition to all other remedies available at law or in equity to the Furnishing Party. The headings of the Sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

9. Miscellaneous. This Agreement constitutes the complete understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements concerning that subject matter. The modification or amendment of any provision of this Agreement shall be effective only if in a writing signed by a duly authorized officer of both Parties. This Agreement shall be governed by the laws of the State of Texas and shall be applied and construed in accordance therewith.

\_\_\_\_\_  
(Your Name or Company Name)

\_\_\_\_\_  
(Seller's Name)

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Preferred contact method:  Phone  Email