

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT
(Receiving Party Only)

This Confidentiality and Nondisclosure Agreement ("Agreement") is entered into by that [] ("Receiving Party"), with offices at [] relative to information that [] ("OWNER" this blank will be filled in after Receiving Party signs) including its representatives, may disclose to Receiving Party in contemplation or in furtherance of a business relationship or transaction. This Agreement is effective on the date Receiving Party's authorized representative signs it.

1. OWNER and Receiving Party have agreed to hold discussions in contemplation or in furtherance of a business relationship and/or transaction. In connection with these discussions, OWNER is prepared to furnish Receiving Party with certain confidential and proprietary information and materials relating to its businesses and/or the business of its related or affiliated companies. All such information, including the fact that discussions are being held with respect to the potential business relationship and/or potential transaction, regardless of the form or media in which it is stored or disclosed, shall hereafter be referred to as "Confidential Information." The purpose of this Agreement is to establish an agreement between OWNER and Receiving Party governing the disclosure and use of Confidential Information.

2. Receiving Party shall: (a) treat all Confidential Information confidentially and shall not disclose such information to any other person, firm, corporation or other entity except as permitted in writing by OWNER or as expressly permitted by the terms hereof; (b) protect all Confidential Information with the same degree of care as it applies to protect its own proprietary and confidential information; (c) advise employees, agents, advisors, representatives and all other parties who receive Confidential Information of the existence and terms of this Agreement and of the obligations of confidentiality herein; and (d) use Confidential Information only for the purpose of the business relationship and/or transaction contemplated by the parties.

3. Notwithstanding the provisions of Paragraph 2 above, Receiving Party shall have no obligation with respect to any information that: (a) is or becomes within the public domain through no act of Receiving Party in breach of this Agreement; (b) was in the possession of Receiving Party prior to its disclosure or transfer hereunder, and Receiving Party can so prove (except Confidential Information that contains terms, details or financial aspects of any potential business relationship and/or transaction contemplated by the parties); (c) is independently developed by Receiving Party, and Receiving Party can so prove; or (d) is received from another source without any restriction on use or disclosure.

4. If Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of Confidential information, Receiving Party will provide OWNER with prompt notice of such request(s) so that OWNER may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement.

5. Confidential Information furnished to Receiving Party in written, pictorial, magnetic and/or other tangible form shall not be copied or duplicated except as necessary for the purposes of this Agreement. Receiving Party will, upon request by OWNER, promptly (within ten days) return all Confidential Information without retaining any copy thereof, and, in any event, Receiving Party and its employees, agents, advisors, representatives and all other parties to whom Confidential Information is disclosed shall maintain the confidentiality of all Confidential Information.

6. Receiving Party shall take all reasonable precautions to maintain the confidentiality of Confidential Information. Receiving Party shall not disclose Confidential Information to its employees, clients, agents, advisors, representatives or any other party except on a need-to-know basis and only in furtherance of the business relationship and/or transaction contemplated by the parties. If any party to whom Receiving Party discloses Confidential Information disseminates Confidential Information or otherwise violates any provision of this Agreement, the same shall be deemed Receiving Party's disclosure and violation. Receiving Party agrees to segregate all Confidential Information from other documents or materials it possesses to prevent any co-mingling thereof.

7. Receiving Party shall notify OWNER immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any breach of this Agreement, and will cooperate with OWNER in every reasonable way to assist OWNER in regaining possession and/or prevent further unauthorized disclosure and/or use of Confidential Information.

8. It is understood that no failure or delay by OWNER in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

9. No rights to any patents, copyrights, trademarks or other property or rights are granted herein or are to be implied by any provision of this Agreement or release of any Confidential Information pursuant to this Agreement. OWNER makes no warranty, express or implied, with respect to the Confidential Information.

10. The obligations of confidentiality and non-disclosure contained in this Agreement shall survive for the longest period permitted by law and, specifically, the termination of discussions concerning a business relationship and/or transaction between Receiving Party and OWNER.

11. This Agreement does not obligate Receiving Party or OWNER to enter into any further agreements or to proceed with any business relationship or transaction. Furthermore, this Agreement does not create any partner, agent, or similar relationship between Receiving Party and OWNER, and Receiving Party shall not have any right to (and shall not be entitled to state or imply that it can) bind or represent OWNER in any way.

12. Receiving Party agrees that Confidential Information constitutes unique, valuable, and special business information of OWNER; that disclosure of such information would cause OWNER serious, irreparable harm; and, that any remedy at law that OWNER may have for breach of this Agreement would be inadequate. Therefore, in addition to any other remedies OWNER may have under this Agreement or at law or in equity, all of which remedies shall be cumulative, OWNER shall be entitled to injunctive relief, without bond, upon a court's finding that Receiving Party or any party to whom Receiving Party discloses Confidential Information has breached this Agreement. Receiving Party shall further indemnify OWNER against all claims, liabilities, damages, losses, and costs of whatsoever kind or nature, including attorney's fees and court costs, arising out of or resulting from Receiving Party's breach or violation of this Agreement and/or OWNER's enforcement of this Agreement.

13. This Agreement contains the sole and entire Agreement between Receiving Party and OWNER relating to the subject hereof, and may be amended or modified only in a subsequent written agreement signed by Receiving Party and OWNER.

14. This Agreement shall be governed by the laws of the State of Louisiana, and shall benefit and be binding upon Receiving Party and its affiliated and related companies, heirs, successors and assigns.

IN WITNESS WHEREOF, Receiving Party has caused this Agreement to be duly executed by its authorized representative.

RECEIVING PARTY:

Signature: _____

Print Name: _____

Title: _____

Date: _____, 20____