

Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT (the 'Agreement') dated this _____ day of _____, 201__.

BETWEEN:

Keelson Advisors (the 'Seller's Agent') of
4744 Jamestown Ave; Suite 200, Baton Rouge LA 70808 (Address of 'Seller's Agent')
OF THE FIRST PART

- AND -

_____ (the 'Purchaser') of

_____ (Address of 'Purchaser')

OF THE SECOND PART

BACKGROUND:

- A. The Seller and the Purchaser are contemplating a possible transaction (the 'Transaction') with respect to _____ (the 'Business Presented for Sale').
- B. In connection with the Transaction (the 'Permitted Purpose'), the Purchaser has requested certain confidential information (the 'Confidential Information') regarding Business Presented for Sale.

IN CONSIDERATION OF and as a condition of the Seller providing the Confidential Information to the Purchaser in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

1. All written and oral information and materials disclosed or provided by the Seller to the Purchaser under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Purchaser. Confidential Information will not include information that:
 - a. is generally known in the industry of the Seller or Business Presented for Sale;
 - b. is now or subsequently becomes generally available to the public through no wrongful act of the Purchaser;
 - c. the Purchaser rightfully had in its possession prior to the disclosure to the Purchaser by the Seller;
 - d. is independently created by the Purchaser without direct or indirect use of the Confidential Information.
 - e. the Purchaser rightfully obtains from a third party who has the right to transfer or disclose it.

Obligations of Non-Disclosure

2. Except as otherwise provided in this Agreement, the Purchaser must not disclose the Confidential Information.
3. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Seller; and will only be used by the Purchaser for the Permitted Purpose. The Purchaser will not use the Confidential Information for any purpose which might be directly or indirectly detrimental to the Seller or any of its affiliates or subsidiaries.
4. The obligations to ensure and prevent the disclosure of the Confidential Information imposed on the Purchaser in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for a period of 2 years from the date of such expiration or termination.
5. The Purchaser may disclose any of the Confidential Information:
 - a. to such of its employees, agents, representatives and advisors that have a need to know for the Permitted Purpose provided that:
 - i. the Purchaser has informed such personnel of the confidential nature of the Confidential Information;
 - ii. such personnel agree to be legally bound to the same burdens of non-disclosure and non-use as the Purchaser;
 - iii. the Purchaser agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
 - iv. the Purchaser agrees to be responsible for and indemnify the Seller for any breach of this Agreement by its personnel.
 - b. to a third party where the Seller has consented in writing to such disclosure; and
 - c. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.
6. The Purchaser agrees to retain all Confidential Information at his usual place of business and to store all Confidential Information separate from other information and documents held in the same location. Further, the Confidential Information is not to be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in this Agreement.

Non-Competition

7. If the Transaction is not satisfactorily completed by the Parties, then:
 - a. Other than with the express written consent of the Seller, which consent may be unreasonably withheld, the Purchaser will not, for a period of one (1) year from the termination of this Agreement, be directly or indirectly involved with a business which is in direct competition with the business lines of the Seller that are the subject of this Agreement.
 - b. For a period of one (1) year from the termination of this Agreement, the Purchaser will not divert or attempt to divert from the Seller any business the Seller had enjoyed, solicited, or attempted to solicit, from its customers, at the time the parties entered into this Agreement.

Non-Solicitation

8. The Purchaser, its affiliates, subsidiaries and representatives will not, for a period of one (1) year, directly or indirectly solicit for employment or employ any person who is now employed or retained by the Seller or any affiliate of the Seller without the prior written consent of the Seller.

Ownership and Title

9. Nothing contained in this Agreement will grant to or create in the Purchaser, either expressly or impliedly, any right, title, interest or license in or to the intellectual property of the Seller.

Remedies

10. The Purchaser agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Seller. Accordingly, the Purchaser agrees that the Seller is entitled to, in addition to all other rights and remedies available to it at law or in equity, to an injunction restraining the Purchaser, any of its personnel, and any agents of the Purchaser, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

11. The Purchaser will keep track of all Confidential Information provided to it and the location of such information. The Seller may at any time request the return of all Confidential Information from the Purchaser. Upon the request of the Seller, or in the event that the Purchaser ceases to require use of the Confidential Information, or upon the expiration or termination of this Agreement, as the case may be, the Purchaser will:

- a. return all Confidential Information to the Seller and will not retain any copies of this information;
- b. destroy or have destroyed all memoranda, notes, reports and other works based on or derived from the Purchaser's review of the confidential information; and
- c. will provide a certificate to the Seller that such materials have been destroyed or returned, as the case may be.

Notices

12. In the event that the Purchaser is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Purchaser will give to the Seller prompt written notice of such request so the Seller may seek an appropriate remedy or alternatively to waive the Purchaser's compliance with the provisions of this Agreement in regards to the request.

13. If the Purchaser loses or makes unauthorized disclosure of any of the Confidential Information, the Purchaser will immediately notify the Seller and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

14. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

15. The address for any notice to be delivered to any of the parties to this Agreement is as follows:

a. **Keelson Advisors** (the 'Seller's Agent') of
4744 Jamestown Ave; Suite 200, Baton Rouge, LA 70808 (Address of 'Seller's Agent')

b. _____ Buyer:

_____ Address

Representations

16. In providing the Confidential Information, the Seller makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

Assignment

17. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

Amendments

18. This Agreement may only be amended or modified by a written instrument executed by both the Seller and the Purchaser.

Governing Law

19. Parties agree that the location of the consummation of this agreement is East Baton Rouge Parish and that the proper venue for any suit arising out of this agreement shall be the 19th Judicial District Court, State of Louisiana.

Additional Provisions

20. _____

Acknowledgement of Agency Relationship

21. Purchaser agrees that he will not deal directly or indirectly with the Seller during the term of the Business Engagement/Agreement; or within two years after the termination of the Business Engagement/Agreement without the Seller Agent's written consent and should the Purchaser do so and a sale, lease or other financial arrangement, including leasing the Seller's premises from the Seller or Landlord is consummated, the Purchaser shall be liable for all and any damages which the Seller Agent may suffer, including but not limited to the compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater. The Purchaser also agrees that should any suit be commenced to enforce the Seller Agent's rights herein, in the event the Sales Agent is successful, the Purchaser agrees to pay the Seller Agent the expenses connected therewith, including attorney's fees incurred and interest.

General Provisions

22. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

23. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

24. The Purchaser is liable for all cost, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Seller in enforcing this Agreement as a result of any default of this Agreement by the Purchaser.

25. The Seller and the Purchaser acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the Purchaser's intention to give the Seller the broadest possible protection against disclosure of the Confidential Information.

26. No failure or delay by the Seller in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

27. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Seller and the Purchaser.

28. This Agreement may be executed in counterparts.

39. Time is of the essence in this Agreement.

30. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF BUSINESS PRESENTED FOR SALE and KEELSON REPRESENTATIVE have duly affixed their signatures by duly authorized officers under seal on this ____ day of _____, 201__.

KEELSON REPRESENTATIVE

AS AGENT FOR THE BUSINESS: _____

PURCHASER

FOR: _____