

## CONFIDENTIALITY AGREEMENT

Effective as of the \_\_\_\_ day of \_\_\_\_\_, 2004, \_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_(“Business”), and SCP Pool Corporation (“Company”), a Delaware corporation,  
hereby agree as follows:

1. Business and Company have determined that it is necessary and desirable that they exchange confidential information between them, relating to a possible business transaction between them. The purpose of the exchange of confidential information, hereinafter referred to as the “Agreement Objective,” is to evaluate the possible business transaction.
2. As used herein, the term “Confidential Information” means any and all information which is disclosed by either party to the other in writing marked “Confidential” or the like, or if first disclosed verbally or by observations, is identified at the time of disclosure as being confidential, or the fact that the parties are discussing the Agreement Objective.
3. The recipient of Confidential Information agrees to not disclose Confidential Information to any third party (unless this Agreement specifically permits such disclosure) and shall keep the Confidential Information secret; use it only for the Agreement Objective; not disclose it to anyone or to make copies of it unless this Agreement allows; and to use best endeavors to ensure that copies are protected against theft or unauthorized access and that no one receives Confidential Information unless authorized. In addition, a recipient of Confidential Information may only disclose the Confidential Information to such officers and employees of the recipient as are strictly necessary for the Agreement Objective and the recipient may only make such copies as are strictly necessary for the Agreement Objective and for discussions that are not in breach of this Agreement and clearly mark all such copies as Confidential.
4. The recipient further agrees not to use Confidential Information for any purpose other than the Agreement Objective, unless and until the parties hereto enter into a subsequent written agreement concerning the use of Confidential Information.
5. Business and Company acknowledge and agree that their respective agreements contained under Sections 3 and 4 above are of a special, unique, and extraordinary nature and that the non-breaching party would suffer irreparable injury as a consequence of the violation thereof and by reason thereof each party consents and agrees that, if it should in any way violate such provisions, the other party shall be entitled to an injunction to be issued by any court of competent jurisdiction, restraining the violator from committing or continuing any such violation.
6. The mutual obligations of confidentiality and restricted use as set forth in this Agreement shall terminate with respect to any particular portion of Confidential Information when the recipient thereof can document that:
  - 6.1 It was in the public domain at the time of disclosure hereunder;
  - 6.2 It entered the public domain, through no fault of the recipient, after disclosure hereunder;

- 6.3 It was already in the recipient's possession free of any obligation of confidentiality at the time of disclosure as was not previously acquired directly or indirectly from the party disclosing the same hereunder;
- 6.4 It was developed by employees of the recipient independently and without reference to any Confidential Information obtained hereunder; or
- 6.5 It was disclosed to the recipient without any confidentiality restriction by a third party having the bona fide right to make such disclosure.

Notwithstanding the foregoing, the recipient may disclose Confidential Information if it is the subject of a subpoena or demand for production of documents in connection with any suit, arbitration proceeding, administrative procedure or before any self-regulatory or governmental agency. In such event, recipient shall promptly notify the disclosing party prior to disclosure unless it is prohibited from notifying the disclosing party by court order or other appropriate legal process and shall cooperate with the disclosing party in its attempts to protect the confidentiality of the Confidential Information such as by seeking a protective order from a court of competent jurisdiction; provided, however, that such cooperation shall not require recipient to incur legal fees or costs.

7. All materials, including without limitation, documents, disks, CD-ROM's, analyses, data, studies, reports and lists furnished to either party by the other and which contain or embody Confidential Information shall remain the property of the disclosing party and shall at the request of the disclosing party, be destroyed or returned to the disclosing party promptly, including all copies made thereof.
8. No party hereto (or any related party) will be under any obligations to proceed, and no commitment, undertaking or other obligation of any nature whatsoever (except the obligations set forth in this Agreement) shall be implied unless and until a duly authorized agreement in detailed legal form providing for such obligation has been executed and delivered by all parties intended to be bound, notwithstanding the results of any negotiations, or any offer or bid, or any management or board of directors approvals, or their indications of assent.
9. No party will contact or communicate with any consultants, landlords, competitors, customers or suppliers of either party in connection with the Agreement Objective, without the consent of both parties.
10. Except as provided in this Agreement, no party shall disclose to any governmental authority or agency the fact that discussions are taking place between the parties concerning the Agreement Objective without the written consent of an authorized representative of the other party.
11. The obligations contained in this Agreement are binding upon each party's parent companies, subsidiaries, successors and assigns and shall expire at the end of five (5) years from the date of disclosure of Confidential Information; provided, however, that with respect to any item of Confidential Information which is a trade secret under applicable law, the obligations of confidentiality hereunder shall survive the expiration of such five year period and remain in full force and effect for so long as the applicable Confidential Information remains a trade secret under applicable law.
12. This Agreement shall be construed and enforced in accordance with the law of the State of Louisiana without regard to its conflicts of law provisions.

13. This Agreement may be executed in counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Business and Company have caused this Agreement to be executed in duplicate by their respective, duly authorized officers in the spaces provided below.

BUSINESS

COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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