

EXHIBIT "B"

FORM OF CONFIDENTIALITY AGREEMENT

EPIQ SYSTEMS, INC.

501 Kansas Avenue

Kansas City, KS 66105-1103

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To: St. Denis J. Villere & Company, L.L.C.

Ladies and Gentlemen:

This letter agreement shall become effective upon due execution by each of the parties hereto. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Director Appointment Agreement (the "Director Appointment Agreement") dated as of the date hereof among Epiq Systems, Inc. (the "Company"), St. Denis J. Villere & Company, L.L.C. and the investment funds, accounts and other clients to which it provides investment advice ("Villere") and [] (the "Villere Designee"). The Company understands and agrees that, subject to the terms of, and in accordance with, this letter agreement, applicable fiduciary duties and except as otherwise instructed by the Company, the Villere Designee may, disclose information obtained while serving a member of the Board of Directors (the "Board") of the Company to you and the Representatives (as hereinafter defined) and may discuss such information with any and all such persons. As a result, you may receive certain non-public information regarding the Company. You acknowledge and agree that this information is proprietary to the Company and may include trade secrets, strategic, business or financial planning information, financial results, financial projections and forecasts, discussions or deliberations of the Board or its committees as a whole or of individual members of the Board or its committees or members of senior management, advice received by the Board or its committees or members of management of the Company from attorneys, accountants, consultants, financial advisors and other advisors or other business information the disclosure of which could harm the Company or its shareholders. In consideration for, and as a condition of, non-public information being furnished to you and in consideration for the Company's agreements and obligations in the Director Appointment Agreement and, subject to the restrictions in paragraph 2, your attorneys, advisors, directors, members, officers and employees (collectively, "Representatives") and you agree to treat any and all information concerning the Company that is furnished to you or your Representatives (regardless of the manner in which it is furnished, including without limitation in written or electronic format or orally, gathered by visual inspection or otherwise) by the Villere Designee, or by or on behalf of the Company or any of the Company Representatives, together with any notes, analyses, compilations, studies, interpretations, documents, records, extracts or other summaries thereof containing, referring, relating to, based upon or derived from such information, in whole or in part (collectively, "Confidential Information"), in accordance with the provisions of this letter agreement, and to take or abstain from taking the other actions hereinafter set forth.

1. The term “Confidential Information” does not include information that (i) is or has become generally available to the public other than as a result of a direct or indirect disclosure by you or your Representatives in violation of this letter agreement or any obligation of confidentiality, (ii) was within your or any of your Representatives’ possession on a non-confidential basis prior to its being furnished to you by the Villere Designee, or by or on behalf of the Company or (iii) is received from a source other than the Villere Designee, the Company or any of its representatives; *provided*, that in the case of (iii) above, the source of such information was not believed to you, after inquiring of the disclosing person, to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company with respect to such information at the time the same was disclosed.

2. You and your Representatives will, and you will cause your Representatives to, (a) keep the Confidential Information strictly confidential, (b) not disclose any of the Confidential Information in any manner whatsoever without the prior written consent of the Company and (c) not use any of the Confidential Information except to the extent permitted by the Director Appointment Agreement; *provided, however*, that you may disclose any of such information to your Representatives (i) who need to know such information for the sole purpose of advising you and (ii) who are informed by you of the confidential nature of such information; *provided, further*, that you will be responsible for any violation of this letter agreement by your Representatives as if they were parties hereto except that you will not be so responsible with respect to any such Representative who has executed a copy of this letter agreement as an Additional Signatory and delivered such signed copy to the Company. It is understood and agreed that the Villere Designee shall not disclose to you or your Representatives any Legal Advice (as defined below) that may be included in the Confidential Information with respect to which such disclosure would constitute waiver of the Company’s attorney client privilege; provided, however, that the Villere Designee may provide such disclosure if reputable outside legal counsel of national standing provides the Company with a written opinion that such disclosure will not waive the Company’s attorney client privilege with respect to such Legal Advice. “Legal Advice” as used herein shall be solely and exclusively limited to the advice provided by legal counsel stating legal rights, duties, liabilities and defenses and shall not include factual information or the formulation or analysis of business strategy.

3. In the event that you or any of your Representatives are required by applicable subpoena, legal process or other legal requirement to disclose any of the Confidential Information, you will promptly (and in any event, sufficiently in advance of any such disclosure to allow the Company a reasonable opportunity to respond) notify (except where such notice would be legally prohibited) the Company in writing by facsimile and certified mail which notification shall include a list detailing the specific Confidential Information you intend to disclose so that the Company may seek a protective order, other appropriate remedy or other actions to limit such disclosure (and if the Company seeks such an order, other remedy or other actions you will provide such cooperation as the Company shall reasonably request, at its cost and expense). Nothing herein shall be deemed to prevent you or your Representatives, as the case may be, from honoring a subpoena, legal process or other legal requirement that seeks or requires discovery, disclosure or production of the Confidential Information if (a) you produce or disclose only that portion of the Confidential Information which your outside legal counsel of national standing advises you is legally required to be so produced or disclosed and you inform

the recipient of such Confidential Information of the existence of this letter agreement and the confidential nature of such Confidential Information; or (b) the Company consents in writing to having the Confidential Information produced or disclosed pursuant to the subpoena, legal process or other legal requirement. In no event will you or any of your Representatives oppose action by the Company to obtain a protective order or other relief to prevent the disclosure of the Confidential Information or to obtain reliable assurance that confidential treatment will be afforded the Confidential Information. It is understood that there shall be no “legal requirement” requiring you to disclose any Confidential Information solely by virtue of the fact that, absent such disclosure, you would be prohibited from purchasing, selling, or engaging in derivative transactions with respect to, the Common Stock of the Company or otherwise proposing or making an offer to do any of the foregoing or making any offer, including any tender offer, or you would be unable to file any proxy materials in compliance with Section 14(a) of the Exchange Act or the rules promulgated thereunder. Before filing any Schedule 13D or amendment thereto pursuant to Section 13(d) of the Exchange Act or the rules promulgated thereunder with the SEC or other governmental or regulatory body in which you intend to include Confidential Information that you believe is legally required to be included in such a filing, you will submit such filing to the Company for review and will not include such Confidential Information in such filing if the Company provides you (not more than one business day following your delivery of such filing to the Company), with a written opinion addressed to you of reputable outside legal counsel of national standing, stating that the Confidential Information is not legally required to be included in such filing and stating that you may rely upon such opinion.

4. You acknowledge that (a) none of the Company or any of its representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and (b) none of the Company or any of its representatives shall have any liability to you or to any of your Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. You and your Representatives shall not directly or indirectly initiate contact or communication with any executive or employee of the Company [other than [] (or any individuals substituted in the Company’s sole discretion)] concerning Confidential Information, or to seek any information in connection therewith from any such person [other than [] (or substitute),] without the prior consent of the Company; provided, however, the restriction in this sentence shall not in any way apply to the Villere Designee.

5. All Confidential Information shall remain the property of the Company. Neither you nor any of your Representatives shall by virtue of our disclosure of and/or your use of any Confidential Information acquire any rights with respect thereto, all of which rights (including all intellectual property rights) shall remain exclusively with the Company. Upon the request of the Company for any reason, you will promptly return to the Company all originals and hard copies of the Confidential Information and permanently erase or delete all electronic copies of the Confidential Information in your or any of your Representatives’ possession or control (and, upon the request of the Company, shall certify to the Company that such Confidential Information has been returned, erased or deleted, as the case may be). Notwithstanding the foregoing, you and your Representatives (i) may retain a copy of the Confidential Information in order to comply with applicable law, regulation or professional standards, or to comply with a bona fide document retention policy, and (ii) to the extent that

Confidential Information is retained in standard archival or a computer back-up system in the ordinary course of business, such retained Confidential Information shall be destroyed only to the extent that it is reasonably practical to do so, provided, that, such retained Confidential Information shall remain subject to the terms of this letter agreement for so long as retained by you or your Representatives. Notwithstanding the return or destruction of Confidential Information, you, and your Representatives will continue to be bound by the confidentiality and other obligations set forth in this letter agreement.

6. You acknowledge that the Confidential Information may constitute material non-public information under applicable federal and state securities laws, and that you shall not trade or engage in any transaction involving the Company's securities, on the basis of such information in violation of such laws.

7. You hereby represent and warrant to the Company that (i) you have all requisite company power and authority to execute and deliver this letter agreement and to perform your obligations hereunder, (ii) this letter agreement has been duly authorized, executed and delivered by you, and is a valid and binding obligation, enforceable against you in accordance with its terms, (iii) this Agreement will not result in a violation of any terms or conditions of any agreements to which you are a party or by which you may otherwise be bound or of any law, rule, license, regulation, judgment, order or decree governing or affecting you, and (iv) your entry into this Agreement does not require approval by any owners or holders of any equity interest in you (except as has already been obtained).

8. Any waiver by the Company of a breach of any provision of this letter agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this letter agreement. The failure of the Company to insist upon strict adherence to any term of this letter agreement on one or more occasions shall not be considered a waiver or deprive the Company of the right thereafter to insist upon strict adherence to that term or any other term of this letter agreement.

9. You acknowledge and agree that the value of the Confidential Information to the Company is unique and substantial, but may be impractical or difficult to assess in monetary terms. You further acknowledge and agree that in the event of an actual or threatened violation of this letter agreement, immediate and irreparable harm or injury would be caused for which money damages would not be an adequate remedy. Accordingly, you acknowledge and agree that, in addition to any and all other remedies which may be available to the Company at law or equity, the Company shall be entitled to an injunction or injunctions to prevent breaches of this letter agreement and to enforce specifically the terms and provisions of this letter agreement exclusively in the Circuit Courts of Jackson County in the State of Missouri, or, if such court lacks subject matter jurisdiction, the United States District Court for the Western District of Missouri (the "Chosen Courts"). In the event that any action shall be brought in equity to enforce the provisions of this letter agreement, you shall not allege, and you hereby waive the defense, that there is an adequate remedy at law.

10. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the Chosen Courts in the event any dispute arises out of this letter agreement or the transactions contemplated by this letter agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it shall not bring any action relating to this letter agreement or the transactions contemplated by this letter agreement in any court other than the Chosen Courts, and each of the parties irrevocably waives the right to trial by jury, (d) agrees to waive any bonding requirement under any applicable law, in the case any other party seeks to enforce the terms by way of equitable relief, and (e) each of the parties irrevocably consents to service of process by a reputable overnight delivery service, signature requested, to the address of such parties' principal place of business or as otherwise provided by applicable law. THIS LETTER AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF MISSOURI APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES OF SUCH STATE.

11. This letter agreement and the Director Appointment Agreement contain the entire understanding of the parties with respect to the subject matter hereof and thereof and this letter agreement may be amended only by an agreement in writing executed by the parties hereto.

12. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed validly given, made or served, if (a) given by telecopy and email, when such telecopy is transmitted to the telecopy number set forth below and sent to the email address set forth below and the appropriate confirmation is received or (b) if given by any other means, when actually received during normal business hours at the address specified in this subsection:

If to the Company:

Epiq Systems, Inc.
501 Kansas Avenue
Kansas City, KS 66105-1103
Attention: General Counsel
Facsimile: (913) 321-1243
Email: jrothman@epiqsystems.com

With a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attention: Richard W. Porter, P.C.
Robert M. Hayward, P.C.
Phone: (312) 862-2000
Facsimile: (312) 862-2200
Email: Richard.Porter@kirkland.com
Robert.Hayward@kirkland.com

If to Villere:
St. Denis J. Villere & Company, L.L.C.
601 Poydras St, Suite 1808

New Orleans, LA 70130
Attention: George Young
Facsimile: (504) 599-4544
Email: georgey@villere.com

With a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036-6522
Attention: Richard J. Grossman
Paul T. Schnell
Phone: (212) 735-3000
Facsimile: (212) 735-2000
Email: richard.grossman@skadden.com
paul.schnell@skadden.com

With a copy to (which shall not constitute notice):

Liskow and Lewis
One Shell Square
701 Poydras Street, Suite 500
New Orleans, LA 70139
Attention: John C. Anjier
Phone: (504) 556-4177
Facsimile: (504) 556-4108
Email: jcanjier@liskow.com

13. If at any time subsequent to the date hereof, any provision of this letter agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon the legality or enforceability of any other provision of this letter agreement.

14. This letter agreement may be executed in two or more counterparts which together shall constitute a single agreement.

15. This letter agreement and the rights and obligations herein may not be assigned or otherwise transferred, in whole or in part, by you without the express written consent of the Company. This letter agreement, however, shall be binding on successors of the parties hereto.

17. This letter agreement shall expire upon the earlier of (i) two (2) years from the date that no Villere Designee serves as a director of the Company and (ii) two (2) years from the date on which Villere last received any Confidential Information; except that you shall maintain in accordance with the confidentiality obligations set forth herein any Confidential Information constituting trade secrets for such time as such information constitutes a trade secret of the Company as defined under 18 U.S.C. § 1839(3).

[Signature Page Follows]

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this letter agreement shall become a binding agreement between you and the Company.

Very truly yours,

EPIQ SYSTEMS, INC.

By: _____

Name:

Title:

Signature Page to Confidentiality Agreement

Accepted and agreed as of the date first written above:

ST. DENIS J. VILLERE & COMPANY, L.L.C.

By:

_____ Name:

Title:

Signature Page to Confidentiality Agreement