



Date:

Company:
Attn:
Address
City, State

Re: Confidentiality Agreement protecting _____ proprietary information

Ladies and Gentlemen:

_____ (the "Disclosing Party") may from time to time furnish Natural Gas Intelligence (including editors at Intelligence Press owned publications such as *NGI's Weekly Gas Price Index* and *NGI's Daily Gas Price Index*, hereafter "NGI") with gas related pricing and other information in connection with compilation of various price index surveys, which information is confidential or otherwise generally not available to the public. Confidential information shall not, with respect to *NGI*, include information (a) that is or may become generally available to the public other than as a direct or indirect result of any breach of this agreement, or (b) that is known to *NGI* at the time of disclosure or is thereafter acquired at any time from a source other than the Disclosing Party and was not reasonably believed by *NGI* to be prohibited from making disclosure.

In order to induce the Disclosing Party to furnish confidential information to *NGI*, the parties agree as follows:

1. *NGI* will not disclose the confidential information furnished to it pursuant to this agreement without the prior written consent of the Disclosing Party, other than to directors, officers and employees of *NGI* who need to receive such confidential information solely for the purposes of evaluation, compilation or editorial review of various price index surveys for publication (in aggregated form only and without identifying the source thereof) in *Natural Gas Intelligence*, *NGI's Weekly Gas Price Index* and *NGI's Daily Gas Price Index* (those individuals who are directly or indirectly furnished confidential information by the Disclosing Party or *NGI* are collectively referred to herein as the "Representatives"), and that *NGI* will advise its Representatives of the confidential nature of the information and shall be responsible for such Representatives' compliance with the terms of this agreement.
2. *NGI* may also disclose the confidential information to the extent that it is legally required to do so (i) in response to any summons, subpoena, request of governmental or regulatory authority, or otherwise, or (ii) in order to comply with any applicable law, order or regulation, (hereafter, a "Required Disclosure"). *NGI*, before seeking to disclose confidential information in a Required Disclosure, shall to the extent legally permissible notify the Disclosing Party prior to making such disclosure in order to permit the Disclosing Party an opportunity to seek an appropriate protective order or grant a waiver of compliance with the provisions of this Agreement.
3. Except for any Required Disclosure, without the prior written consent of the Disclosing Party, *NGI* will not, and will direct its Representatives not to, disclose to any person either the fact that the confidential information has been made available to it, that it has inspected any portion of the confidential information, the fact that discussions with respect to the price index surveys are taking place with the Disclosing Party or other facts with respect to these discussions, including the status thereof; provided, however, that the Disclosing Party hereby consents to the public identification by *NGI* of

INTELLIGENCE PRESS, INC.
22648 GLENN DRIVE
SUITE 305
STERLING, VA 20164

(800) 427-5747
(703) 318-8848

FAX (703) 318-0597

www.intelligencepress.com
www.gasmart.com

SERVING THE ENERGY
INDUSTRY SINCE 1981

NATURAL GAS INTELLIGENCE
WEEKLY GAS PRICE INDEX
DAILY GAS PRICE INDEX
POWER MARKET TODAY
GASSMART

Disclosing Party as providing information for use in *NGI's* publication of price index surveys that adheres to *NGI's* publicly disclosed requirements.

4. Except as otherwise provided herein, *NGI* and its Representatives will not use the confidential information other than solely for the purpose of evaluation, compilation or editorial review of various price index surveys for publication (in aggregated form only and without identifying the source thereof) in *Natural Gas Intelligence*, *NGI 's Weekly Gas Price Index* and *NGI's Daily Gas Price Index*.
5. Each party understands and agrees that monetary damages would not be an adequate remedy for breach of this agreement. In the event of a breach or threatened breach of this agreement, the other party shall be entitled to injunctive and other equitable relief and such remedies shall be in addition to all other remedies available to it at law or in equity. Both parties hereby expressly waive (i) their right to trial by jury in respect of any suit, action or proceeding relating to this agreement and (ii) their right, if any, to claim or recover punitive or exemplary damages in connection with any alleged or actual breach of this agreement. The Disclosing Party shall also be entitled to recover its reasonable legal fees and expenses and costs in enforcing this agreement or recovering damages for any breach hereof.
6. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to the principles of conflicts of laws of thereof.
7. The parties hereto agree that no employment, agency, joint venture, partnership or fiduciary relationship shall be deemed to exist or arise between them with respect to this agreement or the proposed reporting of price index surveys.
8. Disclosing Party hereby certifies that it will provide gas and/or power transaction and related pricing and other information to *NGI* with the good faith belief that such information: (i) accurately represents transactions consummated by the Disclosing Party at the stated price and contains accurate information about the components of each reported transaction; (ii) represents a complete set of transactions for the stated product; and (iii) is provided by a back office or other non-commercial point or person within the Disclosing Party's organization who is responsible for the accuracy and completeness of all reported transactional data. Disclosing Party understands that if *NGI* poses questions to it concerning the accuracy and/or completeness of information that the Disclosing Party has previously submitted, it will respond in a timely manner and in good faith to resolve those questions. In the event of any errors or omissions, Disclosing Party will make reasonable efforts to inform *NGI* and, as necessary, modify its internal processes to eliminate or minimize the likelihood of future errors or omissions in its data submissions.
9. The provisions of this Agreement shall terminate on the date two years from the date of the last disclosure of confidential information made pursuant to this letter.

Very truly yours,

Intelligence Press, Inc.

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED:

By: _____

Name: _____

Title: _____