

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into as of [•], 2020 by and between Washington Gas Light Company, a Virginia corporation, with a principal place of business at 1000 Maine Ave., SW, Washington, DC 20024 (“WG”), and [•], a [Insert State] [corporation], with a principal place of business at [•] (“Company”). WG and Company are sometimes hereinafter referred to individually as a “Party”, and collectively as the “Parties.”

WHEREAS, the Parties are the owners of certain confidential and/or proprietary information, including “trade secret” (as such term is defined in the Uniform Trade Secrets Act) information and/or “Critical Energy/Electric Infrastructure Information” (as such term is defined in 18 C.F.R. § 388.113 (which may be amended or recodified)) (“CEII”), which is of great value and importance to them; and

WHEREAS, The Parties hereto intend to have confidential discussions including but not limited to discussions regarding geographic information data sharing (the “Business Purpose”). In connection with such discussions, each Party may disclose to the other Party certain information the disclosing Party considers proprietary and confidential. The Parties are entering into this Agreement to provide each other with assurance that such information will be maintained in confidence and to prevent the disclosure or use of the same except as permitted herein.

NOW THEREFORE, in consideration of the Parties disclosure of confidential and/or proprietary information to each other and mutual promises and undertakings herein made, the Parties agree as follows:

1. Confidential Information. All disclosures of Confidential Information from the Party disclosing the information (“Disclosing Party”) to the other Party (“Receiving Party”) shall be received for the sole and exclusive purpose of enabling the Parties to discuss, and evaluate and complete the Business Purpose.

“Confidential Information” includes but is not limited to any trade secrets, CEII, agreements, financial information, data, reports, analyses, compilations, statistics, summaries, source or object code, documentation, manuals, studies, and any other materials or information, or any materials based thereon, whether written or oral, concerning the Parties, including, without limitation, the Parties’ intellectual property, their contractors, clients, businesses plans, policies, procedures, standards and products furnished directly or indirectly by the Parties or any of the their or their affiliates directors, officers, employees, agents, attorneys, accountants, advisors and other representatives (collectively, the “Representatives”); *provided* that Confidential Information which is disclosed orally shall only be protected under this Agreement to the extent that the Receiving Party knew, or reasonably should have known, that such information was intended as Confidential Information. The term “documentation” includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models.

“Confidential Information” shall not include information which: (a) was or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or the Receiving Party’s Representatives; (b) was or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives, *provided* that such source is not bound by a confidentiality agreement with the Disclosing Party to the Receiving Party’s knowledge; (c) was within the Receiving Party’s possession prior to its being furnished, *provided* that the source of such information was not bound by a confidentiality agreement in respect thereof to the Receiving Party’s knowledge; or (d) is or was independently developed by the Receiving Party.

2. Nondisclosure. The Receiving Party shall not disclose to third persons any Confidential Information disclosed under this Agreement without the prior written consent of the Disclosing Party, nor shall it disclose Confidential Information disclosed pursuant to this Agreement to any of its Representatives except those who have specific responsibilities and a need-to-know which specifically relate to the discussion, evaluation and completion of the Business Purpose as set forth in the following Section 3. Neither Party shall reveal to any third party that it is considering doing business with the other Party, that it has received any Confidential Information from the other Party, or that it has entered into this Agreement. This prohibition includes, but is not limited to, making any sort of press releases or any other public announcements. Neither Party shall duplicate any Confidential Information which consists of materials expressly restricted against copying (as indicated on the face of such document or material), unless such duplication, use or disclosure is specifically authorized in writing by the Disclosing Party.
3. Permitted Disclosure to Representatives. The Parties shall inform those of their Representatives to whom they do make disclosures of Confidential Information pursuant to this Agreement that such information is confidential and proprietary, and that such information may not be further disclosed except in accordance with this Agreement. Each Party hereby assumes full responsibility for the conduct of any person or organization to which it has disclosed Confidential Information. The Parties shall protect and safeguard all Confidential Information disclosed pursuant to this Agreement in accordance with their own security procedures for similarly sensitive information, but in no event, using less than reasonable care to prevent unauthorized use and/or disclosure.
4. Required Disclosure. The Parties shall not be liable for any disclosure of Confidential Information which is required by law or is reasonably necessary in order to enforce this Agreement. The Parties shall not disclose Confidential Information as required by law until the Receiving Party, after receiving the legal notice to disclose such information, gives prompt notice to the Disclosing Party (to the extent permitted), thereby allowing the Disclosing Party enough time to make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information. To the extent a protective order cannot be obtained, the Receiving Party shall only disclose that information necessary to comply with the legal requirement as determined by its attorney. The disclosure of Confidential Information, pursuant to a legal requirement, shall not remove the requirement to treat this information as confidential. The Parties acknowledge that a remedy at law may not be adequate to protect their respective interests in the event of a threatened breach of

this Section 4, and therefore the Disclosing Party may seek equitable action, including injunctive relief, to enforce this Section 4.

5. Return and Deletion. On written demand by either Party, all Confidential Information in documentary or other tangible form, including all copies or reproductions of such information (including copies that would otherwise be discarded) in possession or under the Receiving Party's control shall be destroyed or returned to the Disclosing Party; *provided*, however, the Receiving Party may retain one archival copy for its legal files and for use only in resolving a dispute concerning this Agreement and other copies as may be stored on its electronic records system as a result of automated backup systems or as may be otherwise required by law, other regulatory requirements, or internal document retention policies so long as the Confidential Information contained therein is not disclosed or used in violation of the other terms of this Agreement.
6. Rights to Confidential Information. All Confidential Information disclosed hereunder shall remain the property of the Disclosing Party. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder. The Receiving Party shall not use for any purpose any residuals resulting from access to or work with such Confidential Information, even if the Receiving Party shall maintain the confidentiality of the Confidential Information as provided herein, except for the furtherance of the Business Purpose or pursuant to a separate agreement between the Parties. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information.
7. Authorization and Reliance. Disclosing Party represents and warrants that it has the authority to disclose Confidential Information to the Receiving Party. Disclosing Party believes in good faith that the Confidential Information to be provided by it hereunder will not be materially misleading, but the Disclosing Party makes no other representation or warranties, express or implied, as to the quality, accuracy, completeness or reliability of the information so disclosed. Disclosing Party, its directors, officers and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party.
8. Liability. Without limitation and in addition to any rights a Party (the "Non-Defaulting Party") may have against the other Party (the "Defaulting Party") arising by reason of any breach hereof by the Defaulting Party, the Defaulting Party shall: (a) be liable to the Non-Defaulting Party for all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever (which includes the solicitor-client costs of the Non-Defaulting Party) which they may suffer, sustain, pay or incur; and (b) indemnify the Non-Defaulting Party against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by the Non-Defaulting Party or which they may suffer, sustain, pay or incur (which includes the solicitor-client costs of the Non-Defaulting Party);

9. Notices. All notices given in respect of this Agreement shall be in writing and either delivered by hand (whether personally or by overnight courier) or sent by email or facsimile as follows:

WGL:

Washington Gas Light Company
6801 Industrial Road
Springfield, VA 22151

Attention: Senior Vice President & General Counsel
Telephone: (202) 624-6113
Email: khardwick@washgas.com
Facsimile: (202) 624-6330

With a copy to:

AltaGas Services (U.S.) Inc.
1000 Maine Avenue SW, Suite 700
Washington, DC 20024

Attention: Executive Vice President, Chief Legal Officer
Telephone: (403) 691-7575
Email: gc@altagas.ca
Facsimile: (403) 691-7508

Company:

[Company]
[Address]

Attention: [•]
Telephone: [•]
Email: [•]
Facsimile: [•]

10. Term. This Agreement shall remain in effect for two (2) years after the date of the Agreement; provided, however, with regard to trade secrets, this Agreement shall remain in effect until such Confidential Information no longer qualifies as a trade secret.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (except those laws which would require the application of the laws of any other state). Any lawsuit, claim, dispute or other action related to this Agreement must be brought only in an appropriate federal or state court sitting in the Commonwealth of Virginia. The Parties specifically consent to the personal jurisdiction of the federal or state courts sitting in the Commonwealth of Virginia with regard to any such action and they specifically agree that the sole appropriate venue for any such lawsuit is the federal or state courts sitting in the Commonwealth of Virginia.

12. Entire Agreement. This Agreement: (a) contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement; (b) supersedes in their entirety any and all previous communications between the Parties (including all previous versions of this Agreement, if any) as to the subject matter of this Agreement; and (c) shall only be modified in writing by the Parties. Neither Party shall have the right to assign its rights or obligations hereunder, in whole or in part, without obtaining the prior written consent of the other Party and any attempted assignment without such prior written consent shall be void.
13. Remedies. The Parties acknowledge that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms and agree that they shall be entitled to seek injunctive relief to prevent any breach of this Agreement and to seek specific enforcement of the terms hereof, in addition to any other remedy to which they are entitled.
14. Severability. If any portion of this Agreement will for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion so adjudged will be deemed separate, distinct and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.
15. No Further Agreement or Exclusivity. Nothing in this Agreement nor the furnishing of Confidential Information hereunder shall be construed in any way as obligating either Party to enter into any other agreement, negotiation or transaction with the other or to refrain from entering into an agreement, negotiation or transaction with any other person, including without limitation any person engaged in the same or similar line of business as the other Party.
16. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.
17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Washington Gas Light Company

[Company]

Name:
Title:

Name: [•]
Title: [•]