

**WASHINGTON GAS LIGHT COMPANY
CONTRACTOR CONFIDENTIALITY AGREEMENT**

AGREEMENT made this _____ day of ____, 20__, between Washington Gas Light Company (the "Customer"), and _____ ("Contractor").

WHEREAS, the Customer is the owner of certain proprietary information, including Trade Secret information, which is of great value and importance to the Customer, and WHEREAS, the Customer desires to obtain and the Contractor will provide services to the Customer, and WHEREAS, the Customer may disclose to the Contractor certain of its proprietary information, including Trade Secret information, for the sole and exclusive purpose of enabling the Contractor to perform the services,

NOW THEREFORE, in consideration of the Customer's disclosure of proprietary information to Contractor and mutual promises and undertakings herein made, the parties agree as follows:

1. Contractor agrees that all disclosures of Proprietary Information of the Customer will be received for the sole and exclusive purpose of enabling the Contractor to render the required services. "Proprietary Information" includes but is not limited to any 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 Customer, including, without limitation, Customer's intellectual property, its customers, clients, businesses plans, policies, procedures, standards and products furnished directly or indirectly by Customer or any of Customer's directors, officers, employees, agents, attorneys, accountants, advisors and other representatives (collectively, the "Representatives"). "Proprietary Information" shall not include information which (i) was or becomes generally available to the public other than as a result of a disclosure by Contractor or Contractor's officers, employees, agents, or advisors, or (ii) was or becomes available to Contractor on a non-confidential basis from a source other than the Customer or the Representatives provided that such source is not bound by a confidentiality agreement with the Customer, or (iii) was within Contractor's possession prior to its being furnished, provided that the source of such information was not bound by a confidentiality agreement in respect thereof, or (iv) was independently acquired as a result of work carried out by an employee of Contractor to whom no disclosure of such information has been made directly or indirectly.
2. Contractor agrees that all Proprietary Information disclosed to the Contractor by the Customer remains the property of the Customer.
3. Contractor agrees not to disclose to third persons any Proprietary Information disclosed by the Customer without the prior, written consent of the Customer.
4. Contractor agrees not to disclose Proprietary Information disclosed to it by the Customer to any of its own employees except those who have specific responsibilities and a need-to-know which relate to the Contractor's providing services to the Customer.
5. Contractor agrees not to reveal to any individual who is not a party to this Agreement the fact that it is doing business with the Customer, the fact that it has received any Proprietary Information from the Customer, or that it has entered into this Agreement. This includes, but is not limited to, making any sort of press releases or any other public announcements in which the Contractor may list the Customer as a client/business partner.
6. Contractor agrees to inform those of its own employees to whom it does make disclosures of Proprietary Information disclosed to it by the Customer that such information is proprietary, that it is the property of the Customer and that it may not be further disclosed except in accordance with this Agreement or such related Agreement as may be made between the Contractor and the Customer. Contractor further agrees that it assumes full responsibility for the conduct of any person or organization to whom it has disclosed the Proprietary Information.
7. Contractor agrees to protect and safeguard all Proprietary Information disclosed to it by the Customer.
8. Non-Disclosure. Contractor agrees that it shall not use or permit the use of any Proprietary Information of the Customer

except for purposes of this Agreement, nor disclose or permit to be disclosed the Proprietary Information of the other party to any person (other than its own employees, agents, representatives, or affiliated entities having a reasonable need for such information in order to provide the services), nor duplicate any Proprietary Information of the Customer which consists of materials expressly restricted against copying, unless such duplication, use or disclosure is specifically authorized in writing by the Customer. Contractor shall not be liable for any disclosure of Proprietary Information of the Customer, which is required by law or is reasonably necessary in order to enforce this Agreement. Contractor will not disclose Proprietary Information as required by law until Contractor after receiving the legal notice to disclose such information gives prompt notice to the Customer. Thus allowing the Customer time to make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information. Contractor agrees that the disclosure of Confidential Information pursuant to a legal request, does not remove the requirement to treat this information as Confidential, with regard to any other party. Contractor agrees that a remedy at law may not be adequate to protect Customer in the event of a threatened breach of this section, and that Customer may take equitable action, including injunctive relief, to enforce this section.

9. Contractor agrees that, on demand by the Customer, and on completion of rendition of services to the Customer, that Contractor will return to the Customer all Proprietary 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 Contractor's control. In addition, Contractor will immediately delete from the Contractor's computer data base any Customer information downloaded and will certify that all such information has been returned to the Customer and deleted from Contractor's data base.
10. Further, Contractor will not use for any purpose the residuals resulting from access to or work with such Proprietary Information, even if Contractor shall maintain the confidentiality of the Proprietary Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Proprietary Information, including ideas, concepts, know-how or techniques contained therein.
11. This agreement shall remain in effect for two (2) years from the day and year first written.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year above first written.

Washington Gas Light Company

Contractor

by: _____
(Signature)

by: _____
(Signature)

(Typed Name)

(Typed Name)

(Title)

(Title)