

**PACIFIC GAS AND ELECTRIC COMPANY
NONDISCLOSURE AND USE OF INFORMATION AGREEMENT**

THIS AGREEMENT is by and between (requestors name) _____ (hereinafter referred to as "Company"), _____ (hereinafter referred to as "Undersigned") authorized employee of Company (together, the "Receiving Party"), and PACIFIC GAS AND ELECTRIC COMPANY (hereinafter referred to as "PG&E") on the date set forth below.

Undersigned and Company agree as follows:

The Receiving Party will be given access to technical information and materials including, but not limited to, pole loading data calculations, pole test and treat data, electronic overhead distribution maps in the form of .dwg and .tiff formats which are owned by PG&E, its parent company, subsidiaries, or affiliates, and/or owned by third parties and in the possession of or licensed to PG&E, and which constitute valuable, confidential and proprietary information, know-how, and trade secrets, belonging to PG&E, its parent company, subsidiaries, or affiliates and/or third parties (hereinafter referred to as "Proprietary Information").

2. In consideration of being made privy to such Proprietary Information, and of the contracting for the Receiving Party's professional services by PG&E, the Receiving Party hereby agrees to hold the same in strict confidence, and not to disclose it, or otherwise make it available, to any person or third party, including any affiliate of PG&E that produces energy or energy-related products or services, without the prior written consent of PG&E. The Receiving Party agrees that all such Proprietary Information:

(a) shall not be reproduced, copied, in whole or in part, except as specifically authorized and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and

(b) shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by the Receiving Party therefrom, be returned to PG&E when no longer needed for the performance of Receiving Party's services for PG&E.

3. The Receiving Party hereby agrees that any third parties owning any Proprietary Information are express third party beneficiaries of this Agreement.

4. The Receiving Party hereby agrees that for any violation of any provision of this Agreement, a restraining order and/or injunction may be issued against the Receiving Party in addition to any other remedy PG&E may have at law.

5. This Agreement shall be governed by and interpreted in accordance with the laws of The State of California.

UNDERSIGNED:
(Person Requesting information from PG&E)

COMPANY
(of which undersigned is an employee of)

Signature

Name

Title

Company

Date

Company Name

Signature of Authorized Agent of Company

Name

Title

Date

PG&E Approver

Name and Signature	Date