

CHECK WITH LAW DEPT. BEFORE USING
PACIFIC GAS AND ELECTRIC COMPANY
NONDISCLOSURE AND USE OF INFORMATION AGREEMENT

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

Undersigned and Company agree as follows:

1. The Receiving Parties acknowledge that in the course of a discussion within Pacific Gas and Electric Company's 'Technology Advisory Panel meeting scheduled for 1/28/2011, the Receiving Parties will be given access to information including, but not limited to,

1. SmartMeter™ deployment alternatives under consideration by the PG&E and its vendors, including related detail on costs, issues and risks
2. Details of the PG&E's preliminary internal assessment and discussion; and
3. PG&E's potential futures plans, timelines, decisions and considerations

_____ ,
which is confidential and proprietary information of PG&E, its parent company, affiliates, and/or vendors and other third parties (hereinafter referred to as "Proprietary Information").

2. In consideration of being made privy to such Proprietary Information, the Receiving Parties hereby agree 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, without the prior written consent of PG&E. The Receiving Parties agree that all such Proprietary Information:

- (a) shall be used only for the purpose of promoting discussion within the Technology Advisory Panel meeting; and
- (b) 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
- (c) shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by the Receiving Parties therefrom, be returned to PG&E when no longer needed for the performance of the Receiving Parties services for PG&E.

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

4. The Receiving Parties hereby agree that for any violation of any provision of this Agreement, a restraining order and/or injunction may be issued against the Receiving Parties, 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: (name of individual getting data)

Signature

Name

Title

Company

COMPANY (of which undersigned is an employee)

Company Name

Signature of Authorized Agent of Company

Name

Title

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Date

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