

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

THIS AGREEMENT is by and between _____
(hereinafter referred to as "Company"), _____
(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 meeting scheduled for April 15, 2011, the Receiving Parties may be given access to information regarding the Application of Pacific Gas and Electric Company for Approval of Modifications to Its SmartMeter™ Program, A.11-03-014, including, but not limited to:
 - a. The costs and benefits of offering SmartMeter™ deployment alternatives; and
 - b. Information related to the Company's preliminary internal assessment of the foregoing, 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. The Receiving Parties hereby agree to hold such information and/or any documents containing such information 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 meeting; and
 - b. shall not be reproduced, copied, or shared, in whole or in part, with any third parties, 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 notes or records thereof, in any form, and all information and materials developed by the Receiving Parties therefrom, be returned to 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.
6. Restrictions in Paragraph 2 above do not apply to disclosure of information concerning deployment alternatives which were obtained or known by Receiving Party independently of any presentation or discussion at the April 15, 2011 meeting.

UNDERSIGNED: (name of individual getting data)

COMPANY (of which undersigned is an employee)

Signature

Name

Title

Company

Date

Company Name

Signature of Authorized Agent of Company

Name

Title

Date