

# CONFIDENTIALITY AGREEMENT

***THIS DOCUMENT IS INTENDED AS A SAMPLE AND IS NOT TO BE EXECUTED  
UNTIL ALL PROPRIETARY INFORMATION HAS BEEN ENTERED.***

This Confidentiality Agreement (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between \_\_\_\_\_, ("Short Name"), having an office at \_\_\_\_\_, and IROQUOIS GAS TRANSMISSION SYSTEM, L.P. ("Iroquois"), having an office at One Corporate Drive, Suite 600, Shelton, Connecticut, 06484, (each of the foregoing referred to individually as "Party" or collectively as the "Parties").

## WITNESSETH

WHEREAS, the Parties are currently reviewing and examining information in order to \_\_\_\_\_  
\_\_\_\_\_ (herein referred to as the "Project").

WHEREAS, in order to evaluate this endeavor, the Parties have requested and will request of each other, and the Parties have provided and will provide to each other, certain non-public, confidential or proprietary information, including but not limited to, any gas supply, system flow, related critical energy infrastructure information or related pricing information, (the "Information"), and each Party, or its employees, attorneys, accountants, financial advisors or other representatives or consultants, may prepare notes, analyses, compilations, studies, reports and/or other documents that contain or otherwise reflect the Information ("Evaluation Material").

NOW, THEREFORE, IN CONSIDERATION of the receipt by the Parties from each other of the Information for their mutual benefit, the Parties hereby agree:

1. The Information and Evaluation Material will be used solely in connection with the consideration of the Project and not to the detriment of the Project; provided however, the parties acknowledge that either Party may utilize the Information and Evaluation Material which it develops in its normal activities in the marketplace even if they are directly or indirectly competitive with the other Party's activities outside of the Project.
2. The Parties agree that they will keep the Information and Evaluation Material confidential.

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3. Each Party will safeguard the Information and Evaluation Material against disclosure by employing the same means to protect the Information as it uses to protect its own non-public, confidential or proprietary information; provided, however, that if a Party providing the Information requests that the receiving party employ specific measures against disclosure (e.g., restrictions on copying), the receiving Party will agree to be bound by such measures by accepting the Information, provided that the Party delivering the Information makes such request in writing on or before the date the Information is provided and identifies with specificity the Information and/or the related Evaluation Material that is to be subject to such specific measures.
4. No receiving Party shall permit itself or its employees, agents or representatives at any time to use, reveal, publish, transfer or otherwise disclose to any person, corporation or other entity any of the Information or Evaluation Material without the prior written consent of the other Party, except a receiving Party may distribute the Information and/or Evaluation Material, subject to any specific measures directed against disclosure in Paragraph 3, to responsible officers, employees, representatives and consultants of the receiving Party who have a need for such Information and/or Evaluation Material, provided that such officers, employees, representatives or consultants agree to be bound by the terms of this Agreement and any disclosure by such officers, employees, representatives or consultants in violation of the provisions of this Agreement shall be a breach of this Agreement by the receiving Party. The Parties agree to keep a record of the written Information received by the Party and the location of the written Information.
5. Immediately upon request by the Party providing Information, the Party receiving Information shall promptly return or destroy (at the option of the requesting Party) such Information and related Evaluation Material, and all copies or other reproductions thereof, which are in the receiving Party's control. The receiving Party agrees to represent in writing to the Party providing the Information that it has complied with the provisions of this paragraph. All oral Information acquired hereunder will continue to be subject to the terms of this Agreement.
6. In the event that any Party receiving Information or creating Evaluation Material becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar judicial, legislative or administrative process) to disclose any of such Information, the legally compelled Party shall give the other Party prompt written notice of such requirement so that the other Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms hereof, the Party legally compelled to disclose such Information or Evaluation Material agrees to provide only that limited portion of the Information or Evaluation Material that it is advised by written opinion of counsel is legally required and to exercise its reasonable efforts to obtain assurance that confidential treatment will be accorded such Information or Evaluation Material.
7. The terms "Information" and "Evaluation Material" do not include any information or related Evaluation Material that (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of a disclosure by any Party in violation of this Agreement), (ii) was available to any Party on a non-confidential basis from a source other than the Party hereto providing the Information, provided that such source is not and was not known by the recipient Party to be bound by a confidentiality agreement that was applicable to the Information or Evaluation Material, (iii) has been independently acquired or developed by any Party without violating any of its obligations under this Agreement, or (iv) was known to any Party prior to the date of its disclosure pursuant to this Agreement and to which there is no existing obligation of confidentiality.

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8. This Agreement shall be interpreted, governed and construed under the laws of the State of New York.
9. The Parties agree that in the event of a breach of this Agreement, the Party providing the Information may experience severe injury within a short period of time and shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or equity. Notwithstanding the foregoing, a Party's liability to the other Party in contract shall be limited to direct damages, but shall exclude any other liability, including liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.
10. In the event that any provision of this Agreement is determined by court to be unreasonable and/or unenforceable, such court is hereby requested to and may modify such provision in such a way as to make it reasonable and enforceable. In addition, the validity or the inability to enforce any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
11. This Agreement may not be assigned by any Party unless prior written consent is obtained from the other Party, however, a party may assign this Agreement (including the right to enforce its terms) to a parent or subsidiary at its sole discretion without consent. This Agreement shall be binding upon the permitted successors and assigns of the Parties.
12. This Agreement may be terminated by any Party upon five (5) business days' written notice to each other Party; provided, however, that the provisions of this Agreement with respect to the safeguarding and nondisclosure of any Information and/or Evaluation Material shall survive for a period of three years following the date of termination.
13. It is understood that this Agreement is not intended to and does not obligate a Party to enter into any further agreements or to proceed with any possible relationship or other transaction.
14. This Agreement does not create and this Agreement shall not constitute any partnership, joint venture or any agency relationship, and no party shall so represent itself as such.
15. No failure or delay by a Party in exercising any power or right under this Agreement shall operate as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise of any power or right.
16. This Agreement constitutes the full and entire agreement between the parties regarding the confidentiality of the Information and related Evaluation Material. No amendments, changes or modifications to this Agreement shall be valid unless the same are in writing and signed by a duly authorized representative of each of the Parties hereto.
17. This Agreement may be executed in counterparts, and each counterpart shall for all purposes be an original, and all such counterparts shall together constitute one and the same Agreement.

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IN WITNESS WHEREOF, the Parties have duly executed this Confidentiality Agreement as of the date first above written.

IROQUOIS GAS TRANSMISSION SYSTEM, L.P.  
By Its Agent,  
IROQUOIS PIPELINE OPERATING COMPANY

By \_\_\_\_\_  
E. J. Holm  
President

By \_\_\_\_\_  
Jeffrey A. Bruner  
Vice President, General Counsel & Secretary

FULL LEGAL NAME

By \_\_\_\_\_  
Name:  
Title: