

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into between Public Service Electric and Gas Company ("PSE&G") and _____ ("____") (hereinafter individually referred to as "Party" or collectively as the "Parties").

WHEREAS, the Parties wish to set forth the terms and conditions by which they will be legally bound regarding the disclosure of information which is confidential, proprietary or generally not available to the public ("Confidential Information").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree to limit the disclosure of Confidential Information, whether in oral, written or physical form, in the manner set forth in this Agreement.
2. For purposes of this Agreement, the term "Furnishing Party" shall mean the Party furnishing to the other Party Confidential Information and desiring to limit the disclosure of said Information in accordance with this Agreement. The term "Receiving Party" shall mean the Party receiving said information from the Furnishing Party and to which the obligations of this Agreement regarding disclosure shall apply.
3. Confidential Information shall specifically include any and all information relating to the design and implementation of Electronic Data Interchange ("EDI") systems, any information exchanged or received as part of EDI testing, and any and all information which is not a matter of public knowledge or record about or concerning any of the Parties' business plans, corporate strategies, pricing of energy services, trade secrets, operations, records, costs, investments, information technology systems, financial, accounting or business procedures or customer data.
4. The Receiving Party shall treat and maintain said information as confidential and shall not for any purpose or in any manner disclose such information to any third party, in whole or in part, without the Furnishing Party's prior written consent.
5. The Receiving Party shall limit the disclosure of Confidential Information to its employees on a "need-to-know basis", and all such employees shall agree to maintain the confidentiality of such Confidential Information in accordance with the terms and conditions of this Agreement.
6. The Receiving Party shall not disclose any Confidential Information to third parties unless, after full and complete consultation, the Furnishing Party expressly consents to said disclosure in writing. The Receiving Party shall not be deemed to have any implied

authority to disclose Confidential Information without the Furnishing Party's prior written consent, which shall not be unreasonably withheld. Moreover, the Receiving Party shall require that all third parties to whom Confidential Information is disclosed shall sign a confidentiality agreement in form and substance equivalent to this one.

7. The Receiving Party shall not make any copy or in any way reproduce or excerpt Confidential Information except for purposes as authorized by the Furnishing Party.

8. The Receiving Party shall promptly return Confidential Information at the Furnishing Party's request.

9. The Receiving Party's obligations hereunder are in addition to, and not exclusive of, any and all other obligations and duties owed to the Furnishing Party and shall remain in effect for five (5) years from the date of the receipt of Confidential Information.

10. Nothing herein shall apply to any information which:

- (a) at the time of receipt was already rightfully possessed by the Receiving Party or was already in the public domain;
- (b) after being provided by the Furnishing Party entered the public domain without any action or fault of the Receiving Party;
- (c) is obtained from any individual, firm or entity which had the unrestricted right to disclose it;
- (d) is required to be disclosed under court or governmental order (which requirement the Receiving Party shall use reasonable efforts to avoid or minimize by prior notice to the Furnishing Party and protective order or agreement or otherwise).

11. New Jersey law applies to this Agreement and any disputes arising thereunder resulting in litigation shall be litigated in the courts of New Jersey.

12. This Agreement shall not be changed or altered, except by further written agreement between the parties. This Agreement constitutes the full, complete and only agreement between the parties hereto with respect to the foregoing and supersedes any previous agreements, representations or understandings, either oral or written.

13. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to make any purchase or sale of products or

services by either Party or any commitment by either Party with respect to the present or future marketing of any product or service.

14. A Party shall be liable for any breach of its Agreement by such Party or any of its employees. Either Party's liability under this Agreement shall be limited to the dollar amount of any direct damages caused by intentional misconduct of that Party. Under no circumstances shall the Parties be liable to each other for any special, punitive, incidental, indirect, or consequential loss or damages whatsoever (including lost profits or revenue) for anything arising out of the use, reliance upon, or disclosure of Confidential Information, whether claims for said loss or damages are premised on contract, tort (including negligence), or otherwise.

15. Any action for damages may not be a sufficient remedy for any breach hereof and, therefore, the non-breaching Party shall be entitled to specific performance, injunctive or other equitable relief. Such remedy shall not be deemed to be the exclusive remedy available to the non-breaching Party, but shall be in addition to all other available remedies.

16. Neither of the Parties may assign its rights or obligations hereunder.

IN WITNESS WHEREOF, the Parties have, through their duly authorized representatives, hereto set their respective signatures to this Agreement.

PSE&G

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____