**MUTUAL CONFIDENTIAL NON-DISCLOSURE AGREEMENT**

This MUTUAL CONFIDENTIAL NON-DISCLOSURE AGREEMENT is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Company"), having a place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Unitil Energy Systems, Inc. (“Unitil”) having a principal place of business at 6 Liberty Lane West, Hampton, NH 03842, (together “the Parties,” individually “a Party”). The Parties hereby agree that disclosures of Confidential Information shall be governed by the following terms and conditions. A Party receiving Confidential Information under this Agreement is re­ferred to as "Recipient," and a Party disclosing Information is referred to as "Discloser."

1. **Definition of Confidential Information**. “Confidential Information” means any oral, written, graphic or machine-readable information including, but not limited to, any and all confidential and proprietary information relating to the Purpose, the Discloser, its affiliates or subsidiaries, and including all information or material that has or could have commercial value or other use in the business or the prospective business of the Discloser, disclosed by the Discloser to the Recipient in connection with this Agreement and the Purpose, whether committed to memory or embodied in writing or other tangible form. Confidential Information includes, without limitation, contracts, fees, accounts, records, customer and client information, agreements and any other incident of the Discloser's business disclosed to the Recipient, in each case provided in connection with this Agreement and Purpose. Confidential Information does not include any information which Recipient can document: (a) is known to Recipient or any of its Representatives on the non-confidential basis prior to the time of disclosure; (b) is independently developed by Recipient without use of the Confidential Information; (c) becomes known to Recipient from another source without confi­den­tiality restriction on subsequent disclosure or use; (d) is or becomes part of the public domain through no wrongful act of Recipient; or (e) is information approved for disclosure or release by the Recipient by written authorization from the Discloser. Confidential Information does not include any source code or technical information subject to a license that meets the requirements of the Open source Definition. The Open Source Definition is found at <http://www.opensource.org/osd.html>.
2. **Purpose for Disclosure.** The parties may only use Confidential Information for the following purposes (the “Purpose”):

* Negotiation of potential power supply and/or renewable energy credits purchase and sales transactions (“Transactions”).
* Negotiation of a potential base contract(s) or master agreement(s) pertaining to any Transactions (“Base Contracts”).
* Evaluation of either Parties creditworthiness in the context of either potential or existing Transactions and/or Base Contracts.

1. **Non-Disclosure of Confidential Information.** Recipient agrees: (i) to use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure of Discloser’s Confidential Information as it uses to protect its own Confidential Information; (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as necessary in accordance with the Purpose; (iv) not to copy or reverse engineer any such Confidential Information; and (v) not to export or re-export (within the meaning of U.S. or other export control laws or regulations) any such Confidential Information or product thereof. Recipient agrees to disclose Confidential Information only to its directors, officers, employees, consultants, agents or independent contractors (its “Representatives”) with a direct need to know to effect the Purpose, and who are bound by legally enforceable obligations of confidentiality no less restrictive than the terms of this Agreement. Recipient shall not remove the proprietary notices from Confidential Information. Each Party agrees to promptly notify the other Party in writing of any misuse or misappropriation of Confidential Information of the other Party of which it becomes aware.
2. **Mandatory Disclosure**. In the event that Recipient or its Representatives is requested or required by any competent judicial, governmental or regulatory body or by legal process or applicable regulations or laws to disclose any of the Confidential Information of Discloser, Recipient shall give prompt notice so that Discloser may seek a protective order or other appropriate relief. If such protective order is not obtained, Recipient shall disclose only that portion of the Confidential Information that its counsel advises that it is legally required to disclose.
3. **Remedies.** Recipient acknowledges and agrees that due to the unique nature of Discloser’s Confidential Information, there may be no adequate remedy at law for any breach of Recipient’s obligations hereunder, which breach may result in irreparable harm to the Discloser and therefore, that upon any such breach of any threat thereof, the Discloser shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law.
4. **Term.** The foregoing commitments of each Party shall survive any termination of the Purpose, and shall remain in effect with respect to any particular Confidential Information unless and until the Recipient can document that one of the exceptions stated in Section 1 applies, or unless mutually agreed, as evidenced by writing, to a shorter period.
5. **No Additional Agreements; No Prohibition on Agreements**. Nothing herein shall obligate either Party to disclose any Confidential Information or negotiate or enter into any agreement or relationship with the other Party. Nothing herein shall prohibit a Party from entering into any arrangement or agreement with a third party.
6. **No Warranty**. The Parties understand and agree that Confidential Information is provided “as is”; neither Party shall have any responsibility to the other based on any claim that any information furnished hereunder was incorrect, incomplete, or defective in any way. Neither Party makes any warranties, whether express, implied or statutory, regarding the sufficiency of the information disclosed for any purpose, including warranties of merchantability, fitness for a particular purpose, and non-infringement.
7. **General.** (a) Assignment. This Agreement is not assignable or trans­ferable by either Party; any attempted assignment will be void and without effect, unless such assignment is agreed to in writing by both Parties. (b) No Other Rights. No rights, title, license of any kind in any Con­fidential In­formation is provided hereunder, either ex­pressly or by implication, estoppel or otherwise. (c) No Agency. This Agreement does not create any agency or partnership relationship. (d) No Waiver. No waiver of any provision of this Agreement, or a breach of this Agreement shall be effective unless it is in writing, signed by the Party waiving the provision or the breach. No waiver of a breach of this Agreement (whether express or implied) shall constitute a waiver of a subsequent breach of this Agreement. (e) Choice of Law. This Agreement will be governed by and interpreted in accor­dance with the laws of the State of New Hampshire, excluding its choice of laws rules. (f) Complete Agreement. This Agreement constitutes the complete agreement between the Parties on the subject matter identified herein. Any modifications to this Agreement must be made in writing and signed by both Parties.

**Unitil Energy Systems, Inc. (Company)**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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