

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT ("Agreement") is entered into by and between ALASKA GASLINE DEVELOPMENT CORPORATION ("AGDC") and _____ ("Employee") as specifically authorized and allowed for under AS 31.25.090 (f), (g), and (h) and as otherwise may be allowed by law.

IT IS AGREED between Employee and AGDC that in consideration of employment with AGDC and the provision of personal services by Employee, the parties, intending to be legally bound, agree as follows:

1. **Confidentiality.** Employee acknowledges that, during the course of Employee's employment, Employee will have access to or obtain proprietary, confidential, sensitive, secret, or trade secret information and material of AGDC or AGDC's current and potential partners, vendors, clients, customers, associates, investors, advisors, consultants, attorneys, managers, and affiliate agencies (collectively "Business Partners"). Employee understands that AGDC is involved in a highly complex business related to planning, financing, development, acquisition, maintenance, construction, or operation of a natural gas pipeline and that the success of its business depends upon the confidentiality of such information and material. Employee understands that AGDC is authorized to enter into confidentiality agreements (AS 31.25.090) and that information that Employee may be made aware of during the course of employment may be protected by the Alaska Uniform Trade Secrets Act (AS 45.50.910 et. seq.).
2. **Confidential Information.** Employee agrees to keep in strictest confidence, during and subsequent to Employee's employment, all information and material identified as proprietary, confidential, or trade secret, or which, from the circumstances, in good faith, ought to be treated as proprietary, confidential, or trade secret, whether it is in written form or not, including information that, if disclosed, would cause commercial or competitive harm or damage to AGDC or its Business Partners. Confidential Information includes, but is not limited to, the identity and addresses and phone numbers of AGDC's Business Partners; Business Partners' data, methods and processes; pricing and/or volume of purchases made by AGDC or offered by Business Partners; Business Partners' agreements, supplier and subcontractors lists, including customer lists; information about Business Partners, including information related to their financial situation, insurance, business activities, and other information; information about AGDC's or its Business Partners' policies, practices, plans, financial matters, accounts, business activities, business plans, marketing and distribution techniques, negotiation techniques and prices, product specifications, production techniques, computer software, files, data, designs, drawings, specifications, and processes; and any related information. In addition, Confidential Information shall include information identified by one or more Business Partners as "confidential." Confidential Information includes, without limitation, derivative information containing or prepared from, in whole or in part, any Confidential Information. All information and material referred to in this paragraph, whether acquired prior or subsequent to the date hereof, is collectively referred to as "Confidential Information."
3. **Publication, Use and Notice.** Except as instructed by AGDC or reasonably required in Employee's performance of job duties for AGDC, Employee will not use any Confidential Information and will not, without the prior written consent of AGDC, directly or indirectly publish, communicate, divulge, or describe to any unauthorized person, any such Confidential Information during the period of

Employee's employment and at any time after employment ends. Further, Employee agrees to give notice immediately to AGDC's President of any unauthorized access, use or disclosure of Confidential Information of which Employee becomes aware.

4. Limitations on Confidential Information. The limitations set forth in this Agreement shall not apply to any information disclosed by Employee that would otherwise be within the definition of Confidential Information if such information is generally and readily available to the public without any breach by the Employee of the obligations binding on Employee by this Agreement.

5. Return of Confidential Information and Company Property. Immediately upon notice of termination of Employee's employment with AGDC for any reason, Employee shall preserve and return or cause to be returned to AGDC all documents, records, and Confidential Information pertaining to AGDC or AGDC's Business Partners, including copies or reproductions, whether in the form of paper or electronic media and any and all other property belonging to AGDC. Furthermore, Employee shall not attempt to reproduce such records on paper, electronic media, verbally, by memory or otherwise.

6. Continuation of Duties. Employee's duties of confidentiality shall survive termination of Employee's employment.

7. Remedies and Enforcement. Employee acknowledges that this Agreement serves a valuable purpose, and that any violation of any provision of this Agreement will cause irreparable harm and immeasurable damage to AGDC and AGDC is entitled to seek any and all legal recourses available to it, including, but not limited to, injunctive relief and/or monetary damages.

8. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Alaska.

9. Severability. If any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision or part of a provision of this Agreement.

After reading and understanding this Agreement, Employee and AGDC have executed this Agreement effective as of the __ day of _____, 2015.

EMPLOYER:

EMPLOYEE:

**ALASKA GASLINE DEVELOPMENT
CORP.**

Human Resources (Print)

Employee Name (Print)

Signature

Signature

Date: _____

Date: _____