NON-DISCLOSURE AGREEMENT

This **NON-DISCLOSURE AGREEMENT** (this “**NDA**”) is made and entered into as of [ ], 2020 (the “**Effective Date**”), by and between Northwest Natural Gas Company (“**Disclosing Party**”) an Oregon corporation and [ ] an [state/organization type] (“**Recipient**”). For purposes of this NDA, Disclosing Party and Recipient shall be deemed to include any direct or indirect parent, subsidiary, affiliate, or entity under common control of Disclosing Party or Recipient, respectively. Disclosing Party and Recipient may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

1. **Business Purpose.** The Parties wish to engage in discussions relating to a potential new business relationship (the “**Business Purpose**”). Disclosing Party may provide Recipient with confidential information in connection with the Business Purpose. Disclosing Party wishes to protect the confidentiality of such information and limit the purpose for which it can be used by the Recipient. Nothing in this NDA shall be construed as an obligation by either Party to enter into a contract, subcontract or other business relationship.
2. **Confidential Information.** As used herein, the term “**Information**” means all information that is not generally known to the public, including without limitation, trade secrets, business plans, contracts, documents, financial information, customer information, operations, management and technical or regulatory information of the Parties (whether transferred orally, in writing, visually, electronically or by any other means), furnished (whether before or after the date hereof) by Disclosing Party to Recipient or to the respective directors, officers, employees, affiliates and other representatives or agents (including, without limitation, financial advisors, financing sources, attorneys, consultants, and accountants) (collectively, “**Representatives**”) of Recipient, and all analyses, compilations, forecasts, studies or other documents prepared by Recipient, or its respective Representatives in connection with the Business Purpose that contain or reflect any such Information.
3. **Exceptions to Confidential Information.** The term “Information” will not include information that Recipient demonstrates (a) was in the public domain at the time of disclosure, or subsequently comes within the public domain other than by a disclosure by Recipient or its Representatives, (b) was disclosed to Recipient without restriction from a source other than Disclosing Party who does not have an obligation to keep such information confidential, (c) was known by Recipient prior to disclosure by Disclosing Party, or is independently developed by Recipient without use of the Information, or (d) was disclosed by Recipient with the prior written approval of Disclosing Party.
4. **Obligations of Recipient.** Recipient and its Representatives (a) will keep the Information confidential and will not (except as required by applicable law, regulation, or legal process, and only after compliance with paragraph 5 below), without the prior written consent of Disclosing Party, disclose any Information in any manner whatsoever, including disclosing the fact that the Information exists or has been made available, or that the Parties are in discussions regarding the Business Purpose, and (b) will not use any Information other than in connection with the Business Purpose; provided, however, that Recipient may reveal the Information to its Representatives (i) on a need to know basis, (ii) who are informed of the confidential nature of the Information, and (iii) who agree to act in accordance with the terms of this NDA. Recipient agrees to use its reasonable, commercial, good faith efforts to cause its Representatives to observe the terms of this NDA, and Recipient will be liable for breach under this NDA for any failure by its Representatives to act in accordance with the terms of this NDA.
5. **Other Disclosure.** In the event that Recipient or its Representatives are required by applicable law or regulation, or requested by a governing authority (including a state utility commission) or otherwise required pursuant to a legal or regulatory process, to disclose any of the Information, Recipient will notify Disclosing Party promptly in writing of such requirement or request and the documents or Information requested so that Disclosing Party may seek a protective order or other appropriate remedy. Upon request by the Disclosing Party, the Recipient shall cooperate with the Disclosing Party to take all reasonable and appropriate measures including, but not limited to, seeking a protective order or other appropriate remedy to protect the Information. In the event that no such protective order or other remedy is obtained, Recipient or its Representative are authorized to disclose such Information, and such disclosure shall not be a breach of this NDA, provided Recipient or its Representatives furnish only that portion of the Information that it is reasonably advised by its counsel to be legally required and provided they exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information to the extent possible.
6. **Return of Information.** Upon the termination of this NDA or at the written request of the Disclosing Party, Recipient will, unless otherwise required by law or regulation, either (a) promptly destroy all copies of the Information in its or its Representatives’ possession and, upon written request of Disclosing Party, confirm such destruction to Disclosing Party in writing, or (b) promptly deliver to Disclosing Party at its expense all copies of the Information in its or its Representatives’ possession, in each case excluding (i) Information stored electronically on data archive or back-up systems; (ii) Information in documents which also contain advice from advisers or that contain other information that is legally privileged; (iii) Information or documents containing information that a Party (or any advisers) are bound by law, regulation, internal compliance procedures or the rules of any professional body, not to return or destroy; and (iv) Information contained in board minutes or board papers.
7. **Remedies, Injunction, Etc.** Each Party acknowledges that remedies at law may be inadequate to protect Disclosing Party against any actual or threatened breach of this NDA by Recipient or by its Representatives, and, without prejudice to any other rights and remedies otherwise available to Disclosing Party, Recipient agrees that Disclosing Party may be entitled to injunctive relief in addition to legal or other equitable relief. In the event of any litigation between the Parties concerning this NDA or its subject matter, the ultimate prevailing Party, as determined by a final and non-appealable decision, shall be entitled to recover its reasonable attorney's fees and costs from the other Party that the prevailing Party incurred in connection with such litigation and any appeal thereof.
8. **Waiver.** Each Party agrees that no failure or delay by the other Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.
9. **Governing Law; Waiver of Jury Trial.** This NDA will be governed by and construed and enforced in accordance with the internal laws of the State of Oregon (excluding laws pertaining to conflicts of laws principles). For all disputes arising out of this NDA, the Parties each (i) consent to the exclusive jurisdiction of the courts of the State of Oregon or the federal courts, in either case, located in Multnomah County, and (ii) agree that such courts shall have personal jurisdiction over each Party. **The parties hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any Proceeding related to or arising out of, under, or in conjunction with this NDA.**
10. **Entire Agreement; Modification; Waiver.** This NDA shall supersede all prior agreements and contains the entire agreement between Disclosing Party and Recipient concerning the confidentiality of the Information, and no modifications of this NDA or waiver of the terms and conditions hereof will be binding unless confirmed in writing and signed by a duly authorized representative of Disclosing Party. No waiver by any Party of any provisions of this NDA shall be deemed to be a waiver of any preceding, concurrent, or succeeding breach of the same or any other provision. Subject to the terms herein, all rights and remedies granted or referred to in this NDA are cumulative, and resort to one shall not preclude resort to any other available right or remedy.
11. **Assignment.** Recipient may not assign the NDA (in whole or in part) without the prior written consent of Disclosing Party signed by a duly authorized representative of Disclosing Party. Any attempted assignment made without such prior written consent shall be void and of no legal effect.
12. **Notice.** Any notice contemplated to be given to any Party under this NDA must be in writing and given by (i) personal delivery or registered mail, postage prepaid, to the address below, (ii) e-mail transmission to the e-mail address below (confirmed by a copy delivered by personal delivery or registered mail to the following addresses), or (iii) personal delivery, registered mail or confirmed e-mail transmission to such other address, e-mail address or individual for notice as may be designated by a Party.

For Disclosing Party:

Northwest Natural Gas Company

250 SW Taylor Street

Portland, OR 97204-3038

Attention: [Contact and Title]

E-mail: [e-mail address]

For Recipient:

[Company Name]

[Address]

[Address]

Attention: [Contact and Title]

E-mail: [e-mail address]

1. **Successors and Assigns.** This NDA shall inure to the benefit of and be binding on the Parties hereto and their respective successors and assigns.
2. **Term of Agreement.** Except as otherwise expressly set forth herein, the obligations of this NDA will remain in effect for two (2) years after the date of disclosure of Information from one Party to the other hereunder.
3. **Counterparts.** This NDA may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This NDA shall become effective when counterparts have been signed by each of the Parties and delivered by facsimile, electronic transmission, or other means to the other Party.
4. **Severability.** If any provision or portion of this NDA is held invalid, illegal, void, or unenforceable by reason of any rule of law, administrative or judicial provision, or public policy, all other provisions of this NDA shall nevertheless be construed so as to remain in full force and effect.
5. **Drafting.** For the purposes of contractual interpretation, the terms, conditions and provisions of this NDA shall not be construed against either Party as a result of the preparation or drafting. “Including” shall mean “including, but not limited to.”

**IN WITNESS WHEREOF**, the Parties hereto have executed this NDA by their duly authorized officers or representatives effective as of the date first above written.

**NORTHWEST NATURAL GAS COMPANY**

**By:**

**Name: [ ]**

**Title: [ ]**

**[ ]**

**By:**

**Name: [ ]**

**Title: [ ]**