

Form No. 14

(N)

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This agreement ("Agreement"), with an effective date of _____, is by and between Park Water Company. ("Disclosing Party") and _____, ("Receiving Party") (jointly referred to as "Parties").

In consideration of the foregoing mutual covenants and promises contained herein, the Parties agree as follows:

1 PURPOSE

1.1 This Agreement allows Park Water Company to release specific customer information to the Receiving Party for purposes of calculating fees such as taxes, sewer fees, etc. and/or for the implementation of water conservation programs. The Parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and/or confidential information ("Confidential Information") as defined in Section 2 below.

2 CONFIDENTIAL INFORMATION

2.1 For purposes of this Agreement, "Confidential Information" means any and all information, whether in oral, written, graphic or electronic form, provided by the Disclosing Party to the Receiving Party, including but not limited to, data, ideas, samples, media, techniques, sketches, blueprints, plans, drawings, maps, data, works of authorship, models, inventions (whether patentable or not), know-how, processes, algorithms, software documents, formulae related to the current, future, and proposed products and services of Disclosing Party, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, customer lists, pricing, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, copyrights, trademarks, trade names, service marks, trade secrets, patent disclosures, patent applications, provisional patent applications, patents of any kind, information the Disclosing Party provides regarding third parties, any third party proprietary information rightfully held and disclosed by the Disclosing Party, information by its nature or circumstances surrounding its disclosure should be reasonably regarded as confidential, or any document that refers or relates to Confidential Information.

2.2 By way of further example and not as a limitation hereof, Confidential Information shall include the Disclosing Party's customer records such as Account Number, Customer Number, Customer Name, Service Address, Meter Size, Consumption Usage, Usage Read Days, Service Establishment Date, Service Termination Date, Meter Size, Meter Type, Type of Service and other data relating to the Disclosing Party's customers.

2.3 Confidential Information does not include information which can be shown by the Receiving Party as: (i) already known or in its possession without an obligation of confidentiality prior to the execution of this Agreement; (ii) hereafter rightfully furnished to the Receiving Party by a third party without a breach of any legal or contractual obligation; (iii) that is or becomes publicly available without breach of this Agreement; or (iv) independently developed by the Receiving Party without reliance on the Confidential Information.

(continued)

(N)

(To be inserted by utility)

Advice No. 219-W

LEIGH K. JORDAN
Name

Dec. No. _____

EXECUTIVE VICE-PRESIDENT
Title

(To be inserted by Cal. P.U.C.)

Date Filed OCT 20 2010

Effective NOV 19 2010

Resolution No. _____