

## **Exhibit “B”**

### **Open Season Procedure – Natural Gas Transportation**

#### **Form of Confidentiality Agreement**

This Confidentiality Agreement (“Agreement”) is made as of \_\_\_\_\_, 201[●] (“Effective Date”) by and between Kinder Morgan Gas Natural de México, S. de R.L. de C.V. (the “Transporter”) and \_\_\_\_\_ (the “Bidding Shipper”), (each hereinafter a “Party” or collectively the “Parties”).

In consideration for and as a condition to each Party’s furnishing to the other Party access to its confidential and proprietary information as contemplated hereunder, each Party agrees as follows:

1.- Definitions. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the meanings given on the Open Season Procedure.

2.- General Confidentiality Obligation. This Agreement is entered to facilitate the implementation of the Open Season announced by Transporter as of [●] de [●] de 20[●], so that the Bidding Shipper is provided with information to prepare a Request to Participate and Transporter is able to evaluate it (the “Purpose”). In the course of effectuating the Purpose, each Party may disclose to the other Party certain of its proprietary information that such disclosing Party considers to be its Confidential Information (as defined below). Any Confidential Information disclosed hereunder shall be subject to the terms of this Agreement. Under no circumstances shall this Agreement be construed to require any Party to furnish the other Party with any Confidential Information.

3.- Scope of Confidentiality. “Confidential Information” shall mean any non-public information of a Party or its Affiliates (as defined below) that, by (a) the nature of the information, (b) its markings or legends, or (c) the circumstances of its disclosure, the receiving Party should reasonably have understood to be confidential to the disclosing Party, including all the documents and information disclosed to the Bidding Shipper during the Open Season Procedure. Confidential Information may be disclosed between the Parties in written or other tangible form (including on magnetic media) or by oral, visual or other means. Such Confidential Information shall include, but not be limited to, offers or descriptions of terms of service, historical financial information, financial projections and budgets, historical and projected sales, the names and backgrounds of key personnel, trade secrets, proprietary information, and other non-public data, know-how, inventions, ideas, or discoveries of a Party, which non-public data may further include but not be limited to development, technical, marketing, sales, operating, performance, cost, manufacturing, business or process information of the disclosing Party.

4.- Use of Confidential Information; Term; Termination.

(a) Each Party agrees not to use the Confidential Information of the other Party except for the Purpose, as permitted by this Agreement. It is

understood that Confidential Information may be disclosed only to those employees, agents, independent contractors, consultants and professionals (including lawyers and accountants) employed by a Party or its Affiliates who (i) legitimately require knowledge thereof for the Purpose, and (ii) are informed as to the confidential nature of the Confidential Information and the obligations of this Agreement and agree to abide by same. Such agreement, for any person who is not an employee of a Party or its Affiliates, shall be in writing where no duty of confidentiality exists by operation of law or privilege.

- (b) At no time shall a Party use the Confidential Information of the other Party in a way that might reasonably be considered detrimental to the other Party, including using that information to (1) solicit customers of the other Party, (2) develop a competitive strategy against the other Party, or (3) to enter into a contract, venture, or affiliation with any other person for any reason that relates to the Purpose.
- (c) Any materials, documents, notes, memoranda, drawings, sketches and other tangible items containing or relating to the Confidential Information of a Party which are furnished to the other Party in connection with this Agreement, or are in the possession of the other Party, and all copies thereof, remain the property of the Party to which the Confidential Information is proprietary. Upon the request of the disclosing Party, the receiving Party shall either, at the choice of the receiving Party, promptly return the Confidential Information to the Party supplying the same or destroy the Confidential Information, as certified in writing by the receiving Party.
- (d) Either Party may terminate this Agreement upon thirty (30) Days written notice to the other Party; however, the nondisclosure and nonuse obligations of the Parties under this Agreement shall survive one (1) Year from the date of such termination.
- (e) Each Party agrees that it shall protect the confidentiality of, and take reasonable steps to prevent disclosure or unauthorized use of, the Confidential Information in order to prevent it from falling into the public domain or the possession of Persons not legally bound to maintain its confidentiality, and in no event shall a Party treat the Confidential Information of another Party with any lower standard of care than that exercised in protecting its own Confidential Information. Each Party shall promptly advise a disclosing Party in writing of any unprotected disclosure or misuse of that disclosing Party's Confidential Information and shall provide assistance in taking remedial action.

5.- Exceptions. The Parties' nondisclosure and nonuse obligations under this Agreement shall not apply to information that:

- (a) is in the public domain;
- (b) hereafter becomes part of the public domain or is generally known or

available through no violation of this Agreement;

- (c) was, and can be shown by the receiving Party via dated documentation to be, known to or in the possession of the receiving Party prior to a disclosure hereunder;
- (d) is lawfully acquired by the receiving Party from any third party not bound by an obligation of confidence to the disclosing Party;
- (e) is, and can be shown by dated documentation to be, independently developed by or for the receiving Party without using any Confidential Information of the disclosing Party; or
- (f) is disclosed or required to be disclosed without restriction pursuant to judicial action or governmental regulations or other requirements by the receiving Party provided the receiving Party has notified the disclosing Party in writing prior to such disclosure, to the extent permitted by law, and cooperates with the disclosing Party in the event that the disclosing Party elects (at the disclosing Party's sole cost and expense) to contest and avoid such disclosure (or to request in camera disclosure thereof).

6.- No License Created. Nothing in this Agreement shall be construed as granting a receiving Party expressly, or by implication, estoppel or otherwise, any license under or any right to use any patent, trademark, trade secret, copyright or know-how embodied in the disclosing Party's Confidential Information, or currently or hereafter owned or controlled by the disclosing Party.

7.- No Warranties Regarding Confidential Information. Each Party warrants that it has the right to disclose the Confidential Information provided by it hereunder, but expressly disclaims all other warranties regarding Confidential Information it may disclose hereunder, including (without limitation) any express or implied warranty of accuracy, completeness, efficacy, or right of use. Each Party shall further hold the other Party harmless against the claims of third parties that a Party wrongfully disclosed Confidential Information hereunder.

8.- Parties as Independent Business Entities; Media.

- (a) The Parties expressly agree that the relationship created by and arising out of this Agreement is that of independent business entities entering into an arms-length transaction. No partnership, agency, joint venture, or fiduciary relationship among the Parties shall be created by this Agreement. Nothing in this Agreement shall grant to any Party hereto the right to make commitments of any kind for or on behalf of any other Party without the prior written consent of that Party. Nothing in this Agreement will obligate either Party to enter into a transaction with regard to the Purpose of this Agreement and both Parties remain free to terminate discussions regarding such a transaction at any time.

- (b) No Party may use any other Party's name in any type of media, advertising, promotions, representations to customers, and the like, without the prior written consent of that Party.

**9. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANOTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES BASED UPON LIABILITY TO THE OTHER PARTY FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY LIABILITY UNDER ANY OTHER LEGAL THEORY. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

10. Governing Law and Solution of Controversies

This Agreement will be interpreted, construed and governed by the laws of Mexico, excluding any conflict of law rules that would refer to the laws of another jurisdiction.

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, that the Parties cannot settle amicably, shall be finally resolved under the then-current International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by one or more arbitrators appointed in accordance with said Rules (the "**Arbitral Tribunal**"). The arbitration shall be conducted in English. The seat of arbitration shall be México City, and absent a contrary agreement by all Parties to the arbitration, all hearings shall take place in México City. The arbitral decision shall be final and binding upon the Parties, who waive any appeal or challenge of such decision. The losing Party shall bear all costs, fees and expenses of the arbitration. The Arbitral Tribunal and any court enforcing the decision of the Arbitral Tribunal shall have no right or authority to award lost profits or special, indirect, incidental, or consequential damages arising out of a breach of the Agreement or out of warranty, contract or otherwise to Shipper and Shipper expressly waives recovery of each of these kinds of damages. The Arbitral Tribunal may award reasonable attorneys' fees and costs to the Prevailing Party in connection with any action taken to enforce its rights under the Agreement or these Terms and Conditions.

"Prevailing Party" means the Party (if any) obtaining substantially all of the relief it seeks in such arbitration. If both Parties are, or neither Party is, deemed a Prevailing Party by the Arbitral Tribunal, then neither shall be entitled to recover its reasonable attorneys' fees and costs. The provisions of this Section will survive the termination or expiration of the Agreement.

Nothing in this Agreement shall preclude a Party from seeking temporary or preliminary injunctive relief from a court of competent jurisdiction to prevent irreparable damage or injury before the matter can be heard in arbitration.

11.- Amendments. This Agreement may not be modified in any manner, except by written amendment duly executed by all Parties.

12.- Subsidiaries and Affiliates; Assignment. The obligations and benefits of this Agreement shall apply to and be binding on the Parties and their respective subsidiaries, Affiliates, successors, assigns and representatives. No Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party.

13.- Remedies. Each Party acknowledges that in the event of a breach or threatened breach of this Agreement, the non-breaching Party may have no adequate remedy in money or damages, and, accordingly, shall be entitled to seek injunctive relief in respect of such breach. However, no specification in this Agreement of a specific legal or equitable remedy shall be construed as a waiver of or a prohibition against any other legal or equitable remedies in the event of a breach of a provision of this Agreement.

14.- Notices. All notices and other communications between the Parties under this Agreement must be in writing and delivered: (a) personally, (b) by prepaid overnight courier, or (c) by electronic mail, and must be addressed as follows:

Transporter:

Kinder Morgan Gas Natural de México, S. de R.L. de C.V.  
Torre General Motors, Avenida Ejército Nacional 843-B, Antara B-1, Piso 7,  
Colonia Granada, Delegación Miguel Hidalgo, C.P. 11520  
Attn: Contract Administration  
Email: contractadministration@kindermorgan.com

Bidding Shipper :

[•]

[•]

Phone Number:

Email:

15.- Severability. If one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement; provided that the Parties shall attempt in good faith to negotiate an amendment to this Agreement to place the Parties in as nearly as possible in a similar economic position that they were in before the finding of such invalidity, illegality, or unenforceability.

16.- Waiver. If either Party waives its rights set forth in case of the other Party's breach of any provision of this Agreement, then such waiver shall not operate as a waiver of any continuing or future default, whether of a like or different character.

17.- Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an originally executed original.

18.- Captions. Any paragraph, title or caption contained in this Agreement is for convenience only, and shall not in any way be construed to define, describe or limit the terms hereof.

**Bidding Shipper:**

**By:**

**Title:**

**Date:**

**Transporter:**

**Kinder Morgan Gas Natural de México, S. de R.L. de C.V.**

**By:**

**Title:**

**Date:**