

CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

I acknowledge that in the course of my employment by Southwestern Energy Company or any subsidiary of Southwestern Energy Company (collectively, "SWN" or the "Company"), I shall have access to and learn about confidential, secret, and proprietary documents, materials and other information, in tangible and intangible form, of and relating to the Company and its businesses ("Confidential Information"). I further understand and acknowledge that this Confidential Information and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure of the Confidential Information by me might cause the Company to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and criminal penalties. Therefore, in consideration of my employment or continued employment with SWN during such time as may be mutually agreeable to SWN and to me, and in consideration of the wages paid to me by SWN during such mutually agreeable term of employment, I hereby agree as follows:

1. Confidential Information. For purposes of this Agreement, "Confidential Information" includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: general business information specific to the Company's exploration and production efforts, strategic plans, contracts, terms of agreements, transactions, potential transactions, drilling plans, potential drilling plans, areas of interest, potential areas of interest, negotiations, pending negotiations, business processes, practices, methods, policies, publications, documents, research, operations, services, strategies, techniques, shape files, seismic data, geologic data or information, know-how, trade secrets, computer programs, computer software, applications, work-in-process, databases, manuals, records, systems, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, pricing information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, royalty owner information, developments, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications of the Company or its businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence.

I understand that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

All such Confidential Information shall be and remain the property of SWN and will be surrendered by me to SWN upon my termination or upon demand, whichever occurs first, and I will retain no copies, samples or reproductions of the same.

I agree and promise: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever, including other employees of the Company not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as required in the performance of any of my authorized employment duties to the Company; and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Company, except as required in the performance of any of my authorized employment duties. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order.

2. Proprietary Rights. As an employee of SWN, I may develop processes, methods, technology, designs, improvements, prospect ideas, written materials, records, data, and other documents relating to SWN's business, whether created, stored, or transmitted electronically or otherwise, whether or not constituting Confidential Information, whether or not patentable or otherwise subject to protection under other laws, which are made or conceived, either solely or jointly with others, in the course of my employment, whether or not made or conceived during regular working hours (collectively, the "Proprietary Rights"). These "Proprietary Rights" shall include, but not be limited to, any such items that relate to oil and gas prospects, geophysical and/or geological interpretations, drilling, production, operation or engineering matters, software programs and systems, processes, methods, products, or any improvement or component thereof. I agree that all Proprietary Rights shall be and remain the property of SWN, its successors and assigns, and I will disclose to SWN all my inventions, developments, designs, improvements, discoveries and prospect ideas relating to SWN's business. I also agree to assign to SWN, without further compensation, all patents and patent applications on the foregoing, and cooperate fully with SWN in prosecuting, securing and enforcing such patents. If any of the Proprietary Rights are copyrightable, they shall be deemed to be a "work made for hire" as defined by the United States Copyright Laws, to be developed as part of a collective work.

3. Government Reporting and Cooperation Permitted. Nothing in this Agreement will be construed to prohibit me from filing a charge with, reporting possible violations to, or participating or cooperating with any governmental agency or entity, including but not limited to the EEOC, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, or any governmental agency, Inspector General, or making other disclosures that are protected under the whistleblower, anti-discrimination, or anti-retaliation provisions of federal, state or local law or regulation. However, I may not disclose information of the Company that is protected by the attorney-client privilege, except as expressly authorized by law. I do not need the prior authorization of the Company to make any such reports or disclosures and am not required to notify the Company that I have made such reports or disclosures.

4. Applicability and Survival. All obligations under this agreement are retroactive to the date of my initial employment with SWN, and shall be binding upon my heirs, executors, administrators, or other legal representatives or assigns. The covenants in this agreement are continuous covenants and shall survive the termination of my employment by SWN, regardless of the reasons for termination (i.e. with or without cause) or of the party initiating the termination, or whether termination occurs. Notwithstanding anything contained in the preceding sentence to the contrary, with respect to any ideas that I may generate during the course of my employment, SWN agrees that, upon the expiration of two (2) years following the date my employment with SWN terminates, such ideas shall no longer be considered Confidential Information or Proprietary Rights of SWN. In the event of a breach or threatened breach by me of any of the provisions of this Agreement, I hereby consent and agree that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

5. No Effect on Status. Nothing in this agreement shall be deemed to bind SWN to any specific period of employment or to pay or continue to pay to me any specified salary or wages. This agreement does not constitute an employment contract and my status as an employee at-will is not altered by this agreement.

6. Governing Law. This Agreement is entered into under and shall be governed for all purposes by the laws of the State of Texas, excluding applicable conflict-of-law rules. Venue for any dispute arising out of or relating to this Agreement, shall be exclusively in a court of competent jurisdiction in Harris County, Texas, and I irrevocably submit to the jurisdiction of said court.

SOUTHWESTERN ENERGY COMPANY

BY: 
CHRISTOPHER W. LACY,
Vice President, General Counsel and Secretary

EMPLOYEE SIGNATURE

DATE: _____