

CLUSTER STUDY NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("NDA") is entered into on the date shown on the signature page between Public Utility District No. 2 of Grant County, Washington ("Transmission Provider"), and _____ ("Interconnection Customer"). Transmission Provider and Interconnection Customer are sometimes referenced herein individually as "Party" and collectively as "Parties."

RECITALS

The Transmission Provider has identified and designated certain information as confidential. For purposes of this NDA, "Protected Information" includes:

- Transmission Provider customer information protected under Chapter 19.29A RCW, Consumers of Electricity;
- Proprietary information of Transmission Provider's vendors and customers, including other interconnection customers;
- All technical and business information or material that has or could have commercial value or other interest in the business or prospective business of Transmission Provider;
- All information and material provided by Transmission Provider which is not an open public record subject to disclosure under Chapter 42.56 RCW, Public Records Act; and
- All information of which unauthorized disclosure could be detrimental to the interests of Transmission Provider or its customers, whether or not such information is identified as Protected Information.

Interconnection Customer has submitted an Application for Interconnection in accordance with the Transmission Provider's Large Generator Interconnection Procedures. The purpose of this NDA is to provide for the confidentiality of identified information or commercially sensitive information pertaining to any other interconnection customers in the applicable Customer Engagement Window that may be disclosed as part of the group Cluster Study Scoping Meeting ("Business Purpose"). Because of the sensitive nature of such information that may be provided to Interconnection Customer, Interconnection Customer must execute and deliver this NDA to Transmission Provider prior to participating in the group Cluster Study Scoping Meeting and receiving such Protected Information from Transmission Provider.

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation by Reference.** The recitals set forth above are incorporated herein as if fully set forth.
2. **Protected Information Disclosure.** All information and drawings that are disclosed by Transmission Provider to Interconnection Customer which are designated as confidential shall be protected hereunder as Protected Information.
3. **Non-Disclosure.** Subject to the provisions of Section 4 and unless the parties agree otherwise, this non-disclosure obligation shall survive the termination of this NDA. Interconnection Customer shall not disclose or disseminate Protected Information and shall:

- A. Restrict disclosure of Protected Information solely to its agents and employees with appropriate Transmission Provider authorization and not disclose such Protected Information to any others; and
 - B. Advise and require all of its officers, agents, employees, representatives, prospective and successful subcontractors, consultants, and employees thereof with access to the Protected Information to read and acknowledge the requirements contained herein prior to allowing them access to the Protected Information; and
 - C. Use the Protected Information provided hereunder only for Business Purposes directly related to Cluster Study No. XXXX and the related discussions around alternative interconnection options, and to exchange information including any transmission data, technical data, and earlier study evaluations that would reasonably be expected to impact interconnections options.
 - D. In the event third parties attempt to obtain the Protected Information by legal process, Interconnection Customer agrees that it will not release or disclose any Protected Information until Transmission Provider has received notice of the legal process and has been given reasonable opportunity to contest such release of information and/or to assert the confidentiality privilege.
 - E. Notify Transmission Provider immediately following the determination that Protected Information was likely exposed to an unauthorized party.
4. **Ownership and Return of Protected Information.** All Protected Information shall remain the property of Transmission Provider. Interconnection Customer is responsible for safeguarding and returning all Protected Information or shall certify, by signed statement delivered to Transmission Provider, the destruction of all original Protected Information provided along with any copies made by Interconnection Customer. Such delivery shall be to Transmission Provider, Attention: Transmission Services Manager, PO Box 878, Ephrata, WA 98823.
5. **Compliance Audit.** Transmission Provider may audit Interconnection Customer's compliance with this NDA.
6. **Applicable Law.** This NDA is made under, and shall be construed according to, the laws of the State of Washington and the Federal Energy Regulatory Commission regulations. Venue for any action brought pursuant to this NDA shall, at Transmission Provider's option, be in Grant County Superior Court, Grant County, Washington or in the United States District Court for the Eastern District of Washington.
7. **Assignment.** This NDA may not be assigned.
8. **Violations.** Interconnection Customer understands and agrees that Transmission Provider is providing the Protected Information to Interconnection Customer in reliance upon this NDA, and Interconnection Customer will be fully responsible to Transmission Provider for any damages or harm caused to Transmission Provider by a breach of this NDA by Interconnection Customer or any of its officers, directors, agents, employees, subcontractors, consultants or affiliates. Interconnection Customer acknowledges and agrees that a breach of any of its promises or agreements contained herein will result in irreparable injury to Transmission Provider for which there will be no adequate remedy at law, and Transmission Provider shall be entitled to apply for

equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this NDA by Interconnection Customer. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the NDA but shall be in addition to all other remedies available at law or in equity. In addition to injunctive relief, civil or criminal penalties may be imposed for each violation of this NDA.

9. **Attorney's Fees.** In the event it is necessary for Transmission Provider to utilize the services of an attorney to enforce any of the terms of this NDA, it shall be entitled to compensation for its reasonable attorney's fees and costs. In the event any legal action becomes necessary to enforce the provisions of the NDA, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief allowed, regardless of whether the dispute is settled by trial, trial and appeal, arbitration, mediation, negotiation or otherwise, and regardless of whether suit is formally filed.
10. **Corporate Authority; Binding Signatures.** The individual executing this NDA on behalf of Interconnection Customer warrants that he or she is an authorized signatory of the entity for which they are signing and have sufficient institutional authority to execute this NDA.
11. **Electronic Signatures.** Signatures transmitted electronically shall be deemed valid execution of this NDA, binding on the parties.
12. **Effective Date and Term.** This NDA shall become effective immediately and remain in full force and effect until Interconnection Customer has returned or destroyed all Protected Information to Transmission Provider provided, however, the obligations contained in Section 3 shall survive the termination of this NDA.

INTERCONNECTION CUSTOMER: Full Legal Name of Company
Address
Address

By: _____

Name: _____

Title: _____

Date: _____