



## **ERCOT Confidentiality and Prohibited Conflicts of Interest Acknowledgement**

In the course of providing services to the Electric Reliability Council of Texas, Inc. (“ERCOT”) as an independent contractor, you will come in contact with or generate Confidential Information. “Confidential Information” means all information, technical data or know-how which relates to the business, services or products of ERCOT, ERCOT’s members or customers, or ERCOT’s other contractors, consultants or vendors, including, without limitation, any research, products, services, developments, inventions, processes, techniques, designs, data, scientific, technical, engineering, distribution, marketing, financial, merchandising and sales information, which is disclosed to you, directly or indirectly, in writing, orally, electronically or by drawings or inspection. ERCOT’s customers include load entities, transmission providers, generating entities, and other market entities utilizing ERCOT services and are listed on ERCOT’s website, [www.ercot.com](http://www.ercot.com).

In consideration of your being provided access to Confidential Information, you must agree to maintain the confidentiality of all Confidential Information. Further, any deliverable you provide to or produce while providing services to ERCOT will belong to ERCOT and must be treated by you as Confidential Information unless and until ERCOT has approved the public release of such item in writing.

By your signature below, you agree to maintain the confidentiality of all Confidential Information and will specifically:

- Not use Confidential Information for any purpose other than providing services to ERCOT.
- Not disclose Confidential Information to any person or entity other than ERCOT employees or other independent contractors of ERCOT who have executed a confidentiality agreement similar to this, as necessary to effectuate your services to ERCOT.
- Take reasonable security measures, comparable to those of similar companies in similar industry, and to use reasonable care, at least comparable to the care exercised by similar companies in similar industry, to preserve and protect the secrecy of and to avoid disclosure or use of Confidential Information.
- Take reasonable actions and precautions to prevent unauthorized disclosure of Confidential Information.
- Promptly advise ERCOT in writing of any misappropriation or misuse by any person or entity of such Confidential Information which may come to its attention and will cooperate in any reasonable way to help ERCOT regain possession of Confidential Information and prevent further unauthorized use or disclosure.
- Return all Confidential Information upon the termination of services or upon the request of ERCOT.

In addition, contractors of ERCOT must provide services to ERCOT with total objectivity. In consideration of your engagement and your receiving access to Confidential Information for purposes of providing services to ERCOT, you must agree to not engage in any prohibited Conflicts



of Interest during the time you provide any services for ERCOT. By your signature below, you agree that you will not engage in any prohibited Conflicts of Interest. Prohibited Conflicts of Interest include situations where:

- You stand to gain or lose personally from an ERCOT business decision;
- You or any member of your immediate family or household have an interest, direct or indirect, in a market participant or other entity dealing with ERCOT, and the interest is of such an extent or nature that your decision might be affected or determined by it;
- You are directly related (parent, child, sibling, or the spouse of a parent, child, or sibling) to or a member of the household of any ERCOT employee or director;
- You serve in an advisory, consulting, technical, or management capacity for any business organization that does significant business with, or is a market participant within ERCOT.

If a Conflict of Interest or appearance of Conflict of Interest becomes apparent to you after you sign this Acknowledgement, you should inform the ERCOT Human Resources Director immediately. Because the appearance of a Conflict of Interest may be just as damaging to ERCOT's reputation as a real conflict, you are expected to take an objective look at your actions from time to time to determine whether a reasonable observer would have grounds to believe a prohibited Conflict of Interest exists.

Please indicate your acknowledgment of and agreement to your responsibilities with respect to ERCOT's Confidential Information and Conflicts of Interest requirements by signing below (*electronic or faxed signature may be accepted at ERCOT's discretion*):

ACKNOWLEDGED AND AGREED:

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Your Employer: \_\_\_\_\_

**Please return this Acknowledgment to ERCOT Legal Department and Fax to (512) 225-7079**