



## ERCOT ETHICS REAFFIRMATION AGREEMENT

I, \_\_\_\_\_, hereby confirm that I have complied and continued to stay in compliance with the original ERCOT Ethics Agreement or any reaffirmation thereof signed by me during my employment with ERCOT, with exceptions explained on the attached Exhibit “A”, if any.

I understand that my continued employment with ERCOT depends upon my adherence to ERCOT’s Ethics Policy. I acknowledge that I am expected to conduct the business of ERCOT with total objectivity and without any conflicts of interest. I understand that prohibited conflicts of interest include situations where:

- I stand to gain or lose personally from any ERCOT business decision;
- I or an immediate family member of mine or a person in my household has an interest, direct or indirect, in an entity dealing with ERCOT, including but not limited to market participants, suppliers, or vendors of ERCOT;
- I or an immediate family member of mine or a person in my household has an interest, direct or indirect, in any entity and the interest is of such an extent or nature that my decision(s) might be affected or determined by it; or
- I serve in an advisory, consulting, technical, or management capacity for any business organization that does business with, or is a market participant within ERCOT.

I agree that I will inform my manager or the Human Resources Director immediately should such a conflict or any other conflict arise.

I also acknowledge and agree that I have protected and will continue to protect Confidential Information from disclosure to any outside party and will maintain the integrity of any and all information entrusted to me by ERCOT. I shall not disclose Confidential Information outside of ERCOT unless:

1. I disclose the information in the performance of and in accordance with established ERCOT procedures and work processes; or
2. All parties affected by the release of information agree to the release in writing and it is released in accordance with applicable Public Utility Commission of Texas (PUCT) and ERCOT rules and procedures; or
3. The information has exceeded the confidentiality time periods as established by both federal and state regulatory agencies and ERCOT, and is subject to public release for audit purposes, and only then after it has been publicly released; or



4. The release of information has been ordered by an appropriate legal authority, in writing, and the release is in accordance with the terms of that order; or
5. The release of such information is to an independent third party vendor performing work for ERCOT that requires that the information be provided in order to perform specific assigned duties. In this case, such release must be in accordance with ERCOT procedures and the vendor must have signed a confidentiality agreement with ERCOT.

“Confidential Information” is any information labeled proprietary, private and/or confidential or known to be confidential according to a statute, rule, law or ERCOT policy or procedure. It is ERCOT’s policy that “Confidential Information” includes all information, technical data or know-how which relates to the business, services or products of ERCOT, ERCOT’s market participants or ERCOT’s 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 during or because of your employment with ERCOT. Confidential Information does not include information, technical data or know-how which: (i) is already published or available to the public, other than by a breach of a confidentiality agreement; (ii) is received from a third party who is not in breach of any obligation of confidentiality; or (iii) is proven by written evidence to be known to employee at the time of disclosure.

I hereby represent that I have no direct financial interest in any market participant doing business in ERCOT or any vendors that do business with ERCOT and that I have not and will not accept any gifts or entertainment of significant value (not to exceed \$100 annually) from employees or representatives of any market participant doing business in or vendor doing business with ERCOT.

I understand that if I knowingly violate the intent or any part of the ERCOT Ethics Agreement, Ethics Reaffirmation Agreement, or Ethics Policy that I will be subject to disciplinary action up to and including termination of employment.

Employee Signature: \_\_\_\_\_

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