<u>CONFIDENTIALITY AGREEMENT FOR MEMBERS OF THE</u> <u>CRITICAL INFRASTRUCTURE PROTECTION WORKING GROUP (ERCOT CIPWG)</u>

WHEREAS, the undersigned is either: (1) a Market Participant as that term is defined in the ERCOT Protocols; or (2) an employee of Electric Reliability Council of Texas, Inc. ("ERCOT"), and is considered a Member of the ERCOT Critical Infrastructure Protection Working Group ("ERCOT CIPWG"). The ERCOT CIPWG is a working group reporting to the ERCOT Reliability and Operations Subcommittee ("ROS") of the ERCOT Technical Advisory Committee ("TAC").

The undersigned is considered the "Receiving Party" under this Confidentiality Agreement and will participate in closed sessions of the ERCOT CIPWG. During closed sessions, Members of the ERCOT CIPWG are likely to discuss sensitive information regarding critical assets associated with Member organizations and such relationship to compliance with relevant cyber security, physical security, and North American Electric Reliability Corporation ("NERC") CIP Standards.

WHEREAS, in conjunction with that participation, the Receiving Party will review and/or use the confidential information of other Market Participants and ERCOT; and

WHEREAS, to protect proprietary interests in such information, it is essential that the confidentiality of such information be protected;

THEREFORE, Receiving Party, in consideration for receiving such information, agrees as follows:

- 1. Receiving Party agrees to treat as confidential any data, documents and/or information it receives pursuant to its participation during closed sessions of the ERCOT CIPWG which is: (1) marked confidential and/or (2) considered Protected Information pursuant to the ERCOT Protocols ("Confidential Information").
- 2. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED.
- 3. Receiving Party agrees that it will treat the Confidential Information as Protected Information pursuant to the ERCOT Protocols. Receiving Party agrees to be bound by all requirements, procedures and obligations set forth in the ERCOT Protocols with respect to such Protected Information.
- 4. Receiving Party agrees that neither it nor its representatives shall use Confidential Information for any purpose other than in conjunction with Receiving Party's participation in closed sessions of the ERCOT CIPWG.
- 5. Receiving Party shall notify ERCOT of any misappropriation or misuse of the Confidential Information that comes to its attention.
- 6. Receiving Party shall return or destroy all Confidential Information: (1) upon ERCOT's request; (2) upon request by the Market Participant who disclosed such Confidential Information to Members of the ERCOT CIPWG; or (3) upon Receiving Party's termination of participation in closed sessions of the ERCOT CIPWG.
- 7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WITHIN SUCH STATE WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.
- 8. The confidentiality obligations of this Agreement shall survive any termination or expiration hereof, unless the confidentiality of the information disclosed has already expired pursuant to the ERCOT Protocols.

By signature hereto, the signatory represents that he or she has full power and authority to act on behalf of his or her organization, in the representative capacity set forth below.

Signature:		Date:	
Printed Name:		Title:	
	[Company Officer]		
Member Name:			_
-		[Member Company Name]	-

Confidentiality Agreement Certification

I hereby certify that I have read the "CONFIDENTIALITY AGREEMENT FOR MEMBERS OF THE CRITICAL INFRASTRUCTURE PROTECTION WORKING GROUP (ERCOT CIPWG)" (Confidentiality Agreement) and understand its requirements. I further certify that I am authorized by my employer to serve as a Member of the ERCOT CIPWG during closed sessions and will abide by and comply with the requirements of the Confidentiality Agreement. This certification will remain in effect until I provide notice to ERCOT that I should no longer receive Confidential Information.

	<u> </u>	[Signature]	
		[Signature]	
		[Printed Name]	
		[Title]	
	[Date]		
STATE OF	§ §		
COUNTY OF	ş		

Before me, a notary public, on this day personally appeared _______, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that s/he signed the certification in the capacity designated, if any, and further states that s/he has read the certification and the statements therein contained are true and correct.

[seal]

Notary Public