

CONSULTANT ETHICS AND CONFIDENTIALITY AGREEMENT

Consultants of Electric Reliability Council of Texas, Inc. (“ERCOT”) must conduct ERCOT’s business with integrity and objectivity toward ERCOT, and all ERCOT Members and Market Participants. That is why ERCOT requires Consultants to annually affirm their commitment to the ethical standards that are essential to ERCOT. Before completing this Consultant Ethics and Confidentiality Agreement (“Agreement”), you should review the ERCOT Code of Conduct and ERCOT’s CS7.6 Information Protection Corporate Standard (“CS7.6”). You will be required to participate in ethics training associated with the ERCOT Code of Conduct and CS7.6.

Use and Return of Proprietary Information

I acknowledge that I may have access to ERCOT Confidential information (as defined in CS7.6) in order to perform consulting services. To protect ERCOT Confidential information, I agree as follows:

- A. I shall hold ERCOT Confidential information in strict confidence and shall exercise reasonable care to prevent unauthorized disclosure to others.
- B. I shall not directly or indirectly disclose ERCOT Confidential information to others, except ERCOT directors, officers and other ERCOT employees who require access to such information in order to perform job functions, unless first authorized to do so in writing by ERCOT.
- C. I shall not reproduce ERCOT Confidential information or use it commercially or for any purpose other than the performance of my consulting engagement with ERCOT.
- D. I shall notify ERCOT immediately upon discovery of any unauthorized use or disclosure of ERCOT Confidential information and cooperate in any reasonable way to help ERCOT regain possession of the ERCOT Confidential information and prevent further unauthorized use or disclosure.
- E. Upon ERCOT’s request or upon termination of my consulting engagement with ERCOT, I shall deliver to ERCOT all drawings, notes, documents, equipment and materials received from ERCOT or originating from ERCOT operations, and shall permanently delete all electronic copies of such information from my personal computers, storage devices, external file transfer sites, personal email, and document sharing/storage accounts.

Notwithstanding the forgoing, your disclosure of ERCOT Confidential information in response to a subpoena, court order, law enforcement investigation, or civil investigative demand shall not be deemed a violation of this agreement. You shall inform ERCOT Legal prior to any such disclosure, unless impracticable to do so, and otherwise promptly after any such disclosure.

ERCOT reserves the right to terminate your consulting engagement for any violation of this Agreement.

Disclosure of Trade Secret Information

Under the Defend Trade Secrets Act of 2016 (the “Act”), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret as defined in the Act: (i) made in confidence to a government official or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a lawsuit filing made under seal. In addition, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and

use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

Personal Gifts and Payments

You may not offer any cash, non-cash benefits, or gifts to any ERCOT employee because such benefits or gifts may affect or appear to affect the judgment of the person receiving the gift. Payment or acceptance of bribes, kickbacks, or other improper payments while conducting ERCOT's business is strictly prohibited.

Prohibited Use of Information

You may not trade or assist others to trade in securities of third parties (such as Suppliers) if, because of your consulting engagement with ERCOT, you have access to material non-public information about that third party.

Reporting Questions or Concerns

If you have questions or concerns about the requirements or prohibitions in the ERCOT Code of Conduct, please contact ERCOT Legal. If you become aware of a violation or the appearance of a violation of the Code of Conduct by any person, you must immediately notify ERCOT Legal or file an anonymous report through EthicsPoint (www.ethicspoint.com or 1-866-384-4277).

(Please complete the Disclosure section below even if you have no potential conflicts to disclose.)

Disclosure of Potential Conflicts of Interest and Prior Service

ERCOT company policy requires all Consultants to disclose all dates of previous engagements for Services or employment by ERCOT. ERCOT company policy also requires all Consultants to disclose any employment or independent contracting services for a Market Participant that involve a Consultant's child, parent, sibling, or any other individual who lives in the Consultant's household. A listing of ERCOT Market Participants is available at: <http://www.ercot.com/mktparticipants>.

ERCOT also encourages Consultants to disclose other potential conflicts that may call into question a Consultant's ability to conduct ERCOT's business without the appearance of Conflicts of Interest with Market Participants or Suppliers of services to ERCOT. Examples of potential conflicts are discussed in ERCOT's CS5.18 Conflict of Interest Corporate Standard. Management evaluates Consultant disclosures to determine whether, based upon the Consultant's job responsibilities, any Conflict of Interest exists (and whether to take any steps to address it).

Check this box if you have no Prior Service to report.

Prior Services to ERCOT

Dates of Prior Service:

Dates of Prior Employment:

Check this box if you have no Conflicts of Interest to report.

Potential Conflicts of Interest:

Name of Person or Entity: Relationship to Consultant:

Description of Potential Conflict:

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Consultant Agreement

By my signature below, I hereby confirm that I have read and understand the ERCOT Code of Conduct and CS7.6, agree to conduct myself in accordance with the principles and standards contained therein, agree to participate in any associated ethics training required by ERCOT, agree to abide by all requirements identified in this Agreement, and certify that I have made any required disclosures above.

Consultant Signature: _____

Date: _____

Printed Name: _____

Consultant Employer: _____

ERCOT Contact: _____