

Interconnection Data Confidentiality Agreement

This Interconnection Data Confidentiality Agreement (“**Agreement**”) effective as of [DATE] (the “**Effective Date**”) is entered into by and between Portland General Electric Company (“**PGE**” or “**Disclosing Party**”), an Oregon corporation having its principal place of business at 121 SW Salmon Street, 1WTC1301, Portland, Oregon, 97204, and [COUNTER-PARTY NAME] (“**Recipient**”), a [STATE OF ORGANIZATION] [ENTITY TYPE] having its principal place of business at [COUNTER-PARTY ADDRESS]. Throughout this Agreement PGE and Recipient may individually be referred to as a “**Party**” and collectively as “**the Parties**.”

WHEREAS, in connection with renewable project development due diligence (“**Purpose**”), PGE desires to share certain information that is non-public, confidential or proprietary in nature; and

WHEREAS, the Disclosing Party desires to disclose such information to the Recipient, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree as follows:

1. Confidential Information. Except as set forth in Section 2 below, “**Confidential Information**” means all non-public, internal, confidential or proprietary information disclosed on or after the Effective Date, by the Disclosing Party to the Recipient or its affiliates, or to any of such Recipient's or its affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors (collectively, “**Representatives**”), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” which may include:

(a) all information concerning the Disclosing Party's and its affiliates', and their customers', suppliers' and other third parties' past, present and future business affairs including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies;

(b) the Disclosing Party's unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property;

(c) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;

(d) any third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Recipient or its Representatives; and

(e) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials (the “**Notes**”) prepared by or for the Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing; and

- (f) Critical Energy/Electric Infrastructure Information (“CEII”), as defined in Section 3.

Any Confidential Information disclosed orally shall be clearly identified as such by Disclosing Party at the time it is disclosed.

2. Exclusions from Confidential Information. Except as required by applicable federal, state or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that:

(a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of its Representatives;

(b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a legal, fiduciary or contractual obligation to the Disclosing Party;

(c) was known by or in the possession of the Recipient or its Representatives, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or

(d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

The exclusions to Confidential Information listed in this Section 2(a) -2(c) shall not apply, and shall not serve as exceptions to, CEII.

3. Additional Definitions. The terms “**Critical Energy Infrastructure Information**” or “**CEII**,” as used herein, mean all non-public, confidential transmission and distribution system operations and planning information disclosed by PGE to the Recipient on or after the Effective Date, whether disclosed orally or in written electronic or other form or media, and whether or not marked, designated or otherwise identified as “Critical Energy Infrastructure Information,” which may include:

(a) specific engineering, vulnerability, or detailed design information about proposed or existing infrastructure that: (i) relates details about the production, generation, transportation, transmission, or distribution of energy; (ii) could be useful to a person in planning an attack on critical infrastructure; and (iii) does not simply give the general location of the critical infrastructure;

(b) all designs, specifications, documentation, components, models, images, icons, audiovisual components and objects, schematics, drawings, and other visual depictions, in whole or in part, of any of the foregoing;

(c) any third-party confidential information included with, or incorporated in, any CEII information provided by PGE to the Recipient; and

(d) all Notes prepared by or for the Recipient that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing CEII.

CEII is always Confidential Information and is subject to more stringent requirements than other Confidential Information under this Agreement. CEII includes but is not necessarily limited to: transmission conductor details, transmission structure design details, planned or expected transmission outages critical to the power system, substation design details, control center locations or design details, power plant facility design details, geographic coordinates more specific than line routes and natural gas line locations or design details.

4. Recipient Obligations. The Recipient shall:

(a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, or otherwise in any manner to the Disclosing Party's detriment;

(c) ensure no generative artificial intelligence ("AI") systems are used to process, analyze, or otherwise handle any Confidential Information provided by Disclosing Party. Any unauthorized use of generative AI in connection with the Disclosing Party's Confidential Information shall constitute a material breach of this Agreement;

(d) not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who:

i. need to know the Confidential Information to assist the Recipient, or act on its behalf, in relation to the Purpose or to exercise its rights under the Agreement;

ii. are informed by the Recipient of the confidential nature of the Confidential Information; and

iii. are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement;

(e) promptly notify the Disclosing Party of any unauthorized disclosure of Confidential Information or other breaches of this Agreement by the Recipient or its Representatives of which the Recipient has knowledge;

(f) fully cooperate with the Disclosing Party in any effort undertaken by the Disclosing Party to enforce its rights related to any such unauthorized disclosure;

(g) be responsible for any breach of this Agreement caused by any of its Representatives; and

(h) with respect to CEII, in addition to the foregoing, Recipient shall not, without

PGE's express knowledge and written consent: (i) divulge, disclose or communicate any CEII to a third party, or (ii) use CEII in any manner to the detriment of PGE. CEII must be protected at all times and held in the strictest confidence.

5. Additional Confidentiality Obligations. Except as otherwise permitted by this Agreement or required by applicable federal, state or local law or regulation, the Recipient shall not, nor permit any of its Representatives to, disclose to any person or third party:

(a) that the Confidential Information has been made available to the Recipient or its Representatives, or that it has inspected any portion of the Confidential Information;

(b) that discussions or negotiations may be, or are, underway between the Parties regarding the Confidential Information or the Purpose, including the status thereof; or

(c) any terms, conditions or other arrangements that are being discussed or negotiated in relation to the Confidential Information or the Purpose.

6. Security. Recipient will maintain and comply with administrative, technical and physical safeguards that are designed to protect the security and integrity of the Confidential Information, including in connection with any transfer, communication, remote access or storage of the Confidential Information as permitted or required under this Agreement.

7. Required Disclosure. Any disclosure by the Recipient or its Representatives of any of the Disclosing Party's Confidential Information pursuant to applicable federal, state or local law, regulation or a valid order or other legally supported data request issued by a court or governmental agency of competent jurisdiction (a "**Legal Order**") shall be subject to the terms of this Section 7 (Required Disclosure). Prior to making any such disclosure, the Recipient shall provide the Disclosing Party with:

(a) to the extent reasonably possible and not prohibited by law, prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Recipient remains subject to a Legal Order to disclose any Confidential Information, the Recipient (or its Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which, such Legal Order specifically requires the Recipient to disclose. Recipient shall not be in breach of this Agreement or liable to Disclosing Party for any disclosure made pursuant to this Section 7 (Required Disclosure).

8. Return or Destruction of Confidential Information. At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Recipient and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed; provided,

however, that the Recipient may keep copies of the Confidential Information for legal compliance, systematic backup or archival purposes, and will hold such copies subject to the terms of this Agreement. In addition, the Recipient shall also destroy all copies of any Notes created by the Recipient or its Representatives and certify in writing to the Disclosing Party that such copies have been destroyed; provided, however, that Recipient may keep copies of the Notes for legal compliance, systematic backup or archival purposes, and will hold such copies subject to the terms of this Agreement.

Notwithstanding the foregoing, Recipient must promptly return all CEII, including all material derived from CEII by Recipient, and all copies, extracts, and other objects or items in which CEII may be contained or embedded, to PGE upon completion of the Purpose, or upon a request. CEII may not be retained in any manner or form after completion of the Purpose or after PGE requests its return.

9. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall expire one (1) year from the Effective Date. Either Party may terminate this Agreement for any reason by giving the other Party written notice thirty (30) days before the effective date of such termination. Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of two (2) years from the date of such expiration or termination, even after the return or destruction of Confidential Information by the Recipient. Notwithstanding the foregoing, any obligations under this Agreement with respect to CEII shall continue into perpetuity.

10. Indemnification. The Recipient shall defend, indemnify and hold harmless the Disclosing Party, its affiliates and their respective shareholders, officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, in connection with any third party claim, suit, action or proceeding arising out of or resulting from a breach of this Agreement by the Recipient or any of its Representatives.

11. No Representations or Warranties. Neither the Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Recipient hereunder. Neither the Disclosing Party nor any of its Representatives shall be liable to the Recipient or any of its Representatives relating to or resulting from the Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

12. No Transfer of Rights, Title or Interest. The Disclosing Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Recipient or any of its Representatives.

13. No Other Obligation. The Parties agree that:

a. this Agreement does not require or compel the Disclosing Party to disclose any Confidential Information to the Recipient;

b. neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein;

c. either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise and may pursue a similar purpose without the involvement of, or liability to, the other Party; and

d. unless or until the Parties enter into a written definitive agreement, no business or contractual relationship, investment, or transaction is created or otherwise established by virtue of disclosing or receiving Confidential Information under this Agreement.

14. Remedies. The Recipient acknowledges and agrees that money damages will not be a sufficient remedy for any breach or threatened breach of this Agreement by the Recipient or its Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the Disclosing Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Recipient hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

15. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Oregon. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Oregon in each case located in the city of Portland and County of Multnomah, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

16. Attorney Fees. In the event that any Party institutes any legal suit, action or proceeding, against the other Party to enforce the covenants contained in this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable and actual attorneys' fees and expenses and court costs.

17. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal

business hours of the Recipient, and on the next business day if sent after normal business hours of the Recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).

17. Survival. Any terms and conditions contained in this Agreement which, by their nature, are intended to survive the expiration or termination of this Agreement, shall survive expiration or termination of this Agreement, including, but not limited to: Section 14 (Remedies); Section 15 (Governing Law, Jurisdiction and Venue); Section 16 (Attorney Fees); and Section 17 (Notices).

18. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

19. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

21. Assignment. The Recipient may not assign any of its rights hereunder without the prior written consent of the Disclosing Party. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning Party of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

22. Waivers. No waiver by the Disclosing Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Disclosing Party. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

[See signatures on following page]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date first written above.

Portland General Electric Company

[Counterparty Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____