

## **Critical Energy Infrastructure Information Nondisclosure and Confidentiality Agreement**

\_\_\_\_\_ ("Requestor") has asked, or may from time to time ask, for copies of sensitive information including but not limited to information that Kern River Gas Transmission Company ("Kern River") considers to be Critical Energy Infrastructure Information as that term is used by the Federal Energy Regulatory Commission ("Confidential Information"). As a condition to Kern River furnishing or making such information available to Requestor, Requestor and its employees agree to treat any document that is identified as "Confidential" or "Critical Energy Infrastructure Information" confidentially pursuant to the terms and conditions of this Agreement.

1. **Non-Disclosure.** Requestor may disclose the Confidential Information to a non-employee of Requestor ("Requestor's Associate") only if Kern River's prior written consent is received and Requestor's Associate agrees to separately execute and be bound by the terms and conditions of a nondisclosure and confidentiality agreement in this form. The term "non-employee" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

Requestor and Requestor's Associate shall not disclose the Confidential Information without Kern River's prior written consent unless such disclosure is required under applicable law or under potential or existing litigation, proceedings, examinations or other judicial, legal, or governmental processes, and Requestor or Requestor's Associate notifies Kern River in writing at its principal place of business prior to any such required disclosure and discusses with Kern River the reasons for and nature and content of the proposed disclosure, including a written text of such disclosure. Such notification shall be given in sufficient time to enable Kern River to take action with regard to such disclosure, including seeking a protective order and/or waiving compliance with this Agreement.

2. **Breach; Injunctive Relief; Indemnification.** Requestor shall be liable to Kern River for any breach of this Agreement by Requestor or Requestor's Associates. Requestor agrees and acknowledges Kern River does not have an adequate remedy at law in connection with violations of this Agreement. Requestor agrees Kern River shall be entitled to injunctive or similar relief from any breach or anticipated or threatened breach of this Agreement in addition to and without waiver of any other remedies available at law or in equity. Requestor shall indemnify, defend (at Kern River's option), and hold harmless Kern River from and against any loss, damage, fee, cost or expense sustained by Kern River arising directly or indirectly from any violation of this Agreement by Requestor or Requestor's Associates. This includes and is not limited to fees and disbursements of counsel incurred by Kern River in any action or proceeding successfully asserting a claim of violation of this Agreement.

3. **No Representations or Warranties.** Kern River does not represent or warrant the accuracy or completeness of the Confidential Information or any information, written or oral, provided or obtained in connection herewith.

4. **Waiver.** No failure or delay by Kern River in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

5. Effective Date and Term. This Agreement may be terminated by Requestor upon 15 days' prior written notice to Kern River; provided, however, this Agreement shall survive termination with respect to any Confidential Information provided by Kern River to Requestor prior to such termination.

6. Assignment. Requestor may not assign this Agreement without the prior written consent of Kern River.

7. Miscellaneous. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah without regard to any conflicts of laws principles or rules and Requestor agrees that venue will lie exclusively in Salt Lake City, Utah. This Agreement may not be changed, altered or modified in any manner except by signed, written agreement of the parties. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

Accepted and agreed to by Requestor as of the date shown below:

[REQUESTOR]

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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