

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

\_\_\_\_\_ (“Requestor”) has requested copies of sensitive information including, but not limited to, information that Kern River Gas Transmission Kern River (“Kern River”) considers to be Critical Energy Infrastructure Information as that term is used by the Federal Energy Regulatory Commission (“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,” “Sensitive,” “Critical Energy Infrastructure Information,” or “CEII” confidentially pursuant to the terms and conditions of this Agreement.

1. Non-Disclosure. Requestor will not use the Information other than for the purpose of \_\_\_\_\_ (the “Purpose”), and such Information shall be kept confidential by Requestor. Requestor will not knowingly use the Information for an illegal or non-legitimate purpose.

Requestor agrees it will not reproduce the Information in any form and shall limit the dissemination of the Information to those of its personnel with the need to know to effectuate the Purpose. Requestor will inform all recipients of the Information of the confidential nature and security issues of the Information.

Requestor will not disclose the Information to third parties in any manner for any purpose. Requestor may disclose the Information in order to comply with any applicable law, order, regulation or ruling, but shall provide advance notice to Kern River as soon as practical after learning of the need for such disclosure. Requestor may use the Information as foundation for advice provided to others, but may not disclose the Information to another individual or entity.

If Requestor submits information to the Federal Energy Regulatory Commission that includes the Information, portions of the filing containing the Information must be submitted in accordance with 18 C.F.R. § 388.112(b).

2. Breach; Injunctive Relief; Indemnification. Requestor shall be liable to Kern River for any breach of this Agreement by Requestor. 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. This includes, and is not limited to, attorney’s fees and costs 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 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 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, OR TO REQUEST THE CONSOLIDATION OF, 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.**

8. Ethics. Requestor, its employees, officers, agents, representatives and subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of Requestor's obligations under this Agreement. In conjunction with its performance of the Services, Requestor and its employees, officers, agents and representatives shall comply with, and cause its Subcontractor and its employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and codes prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and the Kern River's Code of Business Conduct. Requestor shall immediately provide notice to Kern River of any facts, circumstances or allegations that constitute or might constitute a breach of this section and shall cooperate with Kern River's subsequent investigation of such matters. Requestor shall indemnify and hold Kern River harmless for all fines, penalties, expenses or other losses sustained by Kern River as a result of Requestor's breach of this provision. The Parties specifically acknowledge that Requestor's failure to comply with the requirements of this section shall constitute a condition of default under this Agreement.

**ACCEPTED AND AGREED TO BY REQUESTOR AS OF THE DATE SHOWN BELOW.**

\_\_\_\_\_ **“Requestor”**

By: \_\_\_\_\_  
(Signature of company representative)

Name: \_\_\_\_\_  
(Printed name of signer)

Title: \_\_\_\_\_  
(Title of signer)

Address: \_\_\_\_\_  
(Requestor address)

\_\_\_\_\_

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

SAMPLE