

NON-DISCLOSURE AGREEMENT

_____ (“Counterparty”) and Hoosier Energy Rural Electric Cooperative, Inc. (“Hoosier”), in consideration of the mutual covenants of this Agreement, hereby agree that:

WHEREAS Hoosier is in the process of acquiring electricity resources to fulfill certain electricity resource needs; and

WHEREAS Hoosier intends to issue a Request For Proposals (“RFP”) seeking proposals to fulfill those resource needs; and

WHEREAS Counterparty is submitting to Hoosier a proposal for power supply options (“the Proposal”); and

WHEREAS in the preparation of the Proposal, each party has or will be receiving proprietary information and trade secrets from the other; and

WHEREAS should the parties enter into a contract based on the Proposal, each party will acquire additional proprietary information and trade secrets from the other in the course of performing said contract;

(1) With respect to the information disclosed in writing or orally in discussions between representatives of Counterparty and Hoosier during preparation of the information exchange or during the performance of any contract entered into between the parties, each party, and its respective employees, shall:

- a. Not disclose the information to the public or third parties and hold the information in complete confidence, exercising a degree of care not less than the case used by Counterparty to protect its own proprietary or confidential information that it does not wish to disclose;

- b. Restrict disclosure of the information solely to those employees (and if authorized by the other Party, to consultants and agents) with a need to know, and not disclose it to any other person;
- c. Advise those employees, consultants, and agents of their obligations with respect to the information; and
- d. Use the information only in connection with continuing discussions by the parties concerning consumer owned generation, or a subsequent contract, except as may otherwise be mutually agreed upon in writing, and reproduce such information only to the extent necessary for such purpose.

Provided, however, nothing herein shall prevent Hoosier from disclosing information to its Board of Directors and Rural Electric Member Systems or Counterparty from disclosing information to its Board of Directors or its officers.

(2) All information provided by a disclosing Party shall be returned to it, or such information shall be destroyed, upon request by the disclosing Party at the end of this Agreement.

(3) Neither Party shall have an obligation to preserve the proprietary nature of any information which:

- a. Was previously known to that Party free of any obligation to keep it confidential; or
- b. Is or becomes publicly available by means other than unauthorized disclosure; or
- c. Is developed by or on behalf of the Party independent of any information furnished under this Agreement; or
- d. Is received from a third party whose disclosure does not violate any confidentiality obligation.

(4) In the event that either Party becomes compelled by lawful process (such as interrogatories, subpoenas, or civil investigative demands) to disclose any information, the Party shall provide the non-disclosing Party with prompt written notice so that the non-disclosing Party may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of the Agreement. In the event that the non-disclosing Party is unable to obtain a protective order or other appropriate remedy, if the non-disclosing Party so directs, the disclosing Party shall, and shall cause its employees to, exercise its reasonable commercial efforts to obtain a protective order or other

appropriate remedy at the disclosing Party's reasonable expense. Failing the entry of a protective order or other appropriate remedy or receipt of waiver hereunder, disclosing Party shall furnish only that portion of the information which it is advised by written opinion of its counsel is legally required to be furnished and shall exercise its reasonable commercial efforts to obtain reliable assurance that confidential treatment shall be accorded such information.

(5) Each Party agrees that the other would be irreparably injured by a breach of this Agreement by it or its representatives, and that the non-disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to other remedies available at law or in equity. Neither Party shall be liable for any consequential, incidental, indirect, exemplary, or punitive damages arising under, or as a result of a breach of, this Agreement.

(6) Neither party nor any of its directors, officers, employees, stockholders, owners, affiliates, representatives or advisors has made or makes any representation or warranty, either express or implied, as to the accuracy or completeness of the confidential information. Neither party nor any of its directors, officers, employees, stockholders, owners, affiliates, representatives or advisors shall have any liability to the other party or its directors, officers, employees, stockholders, owners, affiliates, representatives or advisors resulting from the use or content of the confidential information, including any errors therein or omissions therefrom. Only those representations or warranties made in a final, definitive written agreement regarding the Proposal, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any binding, legal effect.

(7) This Agreement constitutes the entire understanding between the Parties with respect to the information provided in connection with a subsequent contract. No amendment or modification

of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

(8) This Agreement shall benefit and be binding upon each Party and its successors and assigns.

(9) This Agreement shall be in effect for a period of two years from the date set forth below.

(10) The substantive laws of the State of Indiana shall govern this agreement and any questions concerning its validity, construction, or performance.

Executed this _____ day of _____, 2022.

“Counterparty”

By: _____

Title: _____

Hoosier Energy Rural Electric Cooperative, Inc.

By: _____

Title: Director, Power Supply Portfolio

