

## NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into to be effective as of the 11th day of July, 2024 (“Effective Date”) between the **City of Meridian, Idaho** (“Recipient”), in favor of **Idaho Power Company** (“IPC”).

### BACKGROUND

In connection with GIS data owned by IPC pertaining to the Eastern Treasure Valley Electrical Plan, 2023-24 Update, including existing transmission lines (138-500kV), all of the preferred and alternate 138 and 230 kV lines, and the existing, preferred, and alternate source and distribution substations for City of Meridian internal planning purposes only (the “Purpose”), Recipient desires to receive certain information from IPC that is non-public, confidential, or proprietary in nature.

Some or all of the non-public, confidential, or proprietary information IPC may disclose may contain non-public information about IPC’s transmission or generation system that may be considered CEII (as defined below). IPC generally does not make such information available, consistent with certain regulatory and security requirements.

IPC desires to disclose such non-public, confidential, or proprietary information to the Recipient, subject to the terms and conditions of this Agreement.

### AGREEMENT

In consideration of the mutual obligations and undertakings in this Agreement, the sufficiency of which is acknowledged, IPC and Recipient agree as follows:

1. **Confidential Information.** Except as set forth in Section 2 below, “**Confidential Information**” means:
  - (a) All non-public, confidential, or proprietary information disclosed by IPC to Recipient or its affiliates, or to any of such Recipient’s or its affiliates’ employees, officers, directors, 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” (in such cases where not so marked or designated, where it would reasonably be expected in the industry that such information would be deemed confidential), which may include (i) all information concerning IPC’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; (ii) IPC’s unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property; (iii) 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; (iv) any third-party confidential information included with, or incorporated in, any information provided by IPC to Recipient or its Representatives; and (v) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials (the “Notes”) prepared by or for 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
  - (b) All Critical Energy/Electric Infrastructure Information (“CEII”), as defined by the Code of Federal Regulations, Title 18, Section 388. CEII includes both Critical Energy Infrastructure Information and Critical Electric Infrastructure Information. As used in this Agreement, Critical Energy Infrastructure Information means specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (i) relates to detail about the production, generation, transportation, transmission, or distribution of energy; (ii) could be useful to a person planning an attack on critical infrastructure; (iii) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552; and (iv) does not simply give the general location of the critical infrastructure. As used in this Agreement, Critical Electric Infrastructure Information means information related to critical electric infrastructure, or proposed

critical electrical infrastructure, generated by or provided to the Federal Energy Regulatory Commission (“FERC”) or other Federal agency other than classified national security information, that is designated as critical electric infrastructure information by FERC or the Secretary of the Department of Energy pursuant to section 215A(d) of the Federal Power Act.

CEII includes but is not 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.

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 Recipient or any of its Representatives;
  - (b) At the time of disclosure is, or thereafter becomes, available to 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 Recipient by a legal, fiduciary or contractual obligation to IPC;
  - (c) Was known by or in the possession of Recipient or its Representatives, as established by documentary evidence, prior to being disclosed by or on behalf of IPC pursuant to this Agreement; or
  - (d) Was or is independently developed by Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of IPC’s Confidential Information.
3. **Recipient Obligations.** Recipient shall:
  - (a) Protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
  - (b) Not use IPC’s Confidential Information, or permit it to be accessed or used, for any purpose other than directly for the review and verification of the Purpose;
  - (c) Not disclose any such Confidential Information to any person or entity, except to Recipient’s Representatives to the extent such Representatives (i) need to know the Confidential Information to assist Recipient, or act on its behalf, to review and verify the Purpose or to exercise its rights under the Agreement; (ii) are informed by Recipient of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to Recipient that are no less restrictive than the terms and conditions of this Agreement;
  - (d) Promptly notify IPC of any unauthorized disclosure of Confidential Information or other breaches of this Agreement by Recipient or its Representatives of which Recipient has knowledge;
  - (e) Fully cooperate with IPC in any effort undertaken by IPC to enforce its rights related to any such unauthorized disclosure; and
  - (f) Be responsible for any breach of this Agreement caused by any of its Representatives.
4. **Additional Confidentiality Obligations.** Except as otherwise permitted by this Agreement or required by applicable federal, state or local law or regulation, Recipient shall not, nor permit any of its Representatives to, disclose to any person:
  - (a) That the Confidential Information has been made available to 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 IPC and Recipient 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.

5. **Recipient Representations and Warranties.** Recipient represents and warrants that:
- (a) It will comply, and will require its Representatives to comply, with all applicable federal, state and local laws and regulations, including without limitation, all data protection laws and regulations in the maintenance, disclosure and use of all Personal Information contained in any Confidential Information that is disclosed to Recipient or its Representatives. For purposes of this Agreement, "**Personal Information**" means information that: (i) relates to an individual person and; (ii) identifies or can be used to identify, locate or contact that individual alone or when combined with other personal or identifying information that is or can be associated with that specific individual;
  - (b) The performance of its obligations herein does not and will not violate any other contract or obligation to which Recipient is a party, including covenants not to compete and confidentiality agreements;
  - (c) It is not legally or contractually prohibited from: (i) discussing a potential relationship with IPC; (ii) receiving information about a potential relationship with IPC; or (iii) entering into a principal agreement with IPC; and
  - (d) It has implemented and will continue to maintain sufficient information security protocols to secure and protect the confidentiality of all Confidential Information in Recipient's or its Representatives' possession or control.
6. **Required Disclosure.** Any disclosure by Recipient or its Representatives of any of IPC's Confidential Information pursuant to (i) applicable federal, state or local law or regulation, (ii) a valid order or other legally supported data request issued by a court or governmental agency, or (iii) a valid discovery or data request submitted by a party to a court or governmental proceeding (each of the foregoing, a "**Legal Order**"), shall be subject to the terms of this Section 6 (Required Disclosure). Prior to making any such disclosure, Recipient shall provide IPC with:
- (a) To the extent reasonably possible and not prohibited by law, prompt written notice of such requirement so that IPC may seek, at its sole cost and expense, a protective order, confidential submission treatment, or other remedy; and
  - (b) Reasonable assistance, at IPC's sole cost and expense, in opposing such disclosure or seeking a protective order, confidential submission treatment, or other limitations on disclosure.
- If, after providing such notice and assistance, Recipient remains subject to a Legal Order to disclose any Confidential Information, 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 Recipient to disclose and shall take all authorized measures to submit the Confidential Information in confidential or restricted form. Recipient shall not be in breach of this Agreement or liable to IPC for any disclosure made pursuant to this Section 6 (Required Disclosure).
7. **No Transfer of Rights, Title or Interest.** IPC 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 shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to Recipient or any of its Representatives.
8. **Return or Destruction of Confidential Information.** At any time during or after the duration of the Disclosure Period (defined in Section 1.1) under this Agreement, upon the written request of IPC, and within five (5) business days of the request, Recipient and its Representatives shall promptly return to IPC all copies, whether in written, electronic or other form or media, of IPC's Confidential Information, or, in the sole discretion of IPC, destroy all such copies and certify in writing to IPC that such Confidential Information has been destroyed; provided, however, that Recipient may keep copies of the Confidential Information solely for legal compliance, systematic backup or archival purposes, and will hold such copies subject to the terms of this Agreement. In addition, Recipient shall also destroy all copies of any Notes created by Recipient or its Representatives and certify in writing to IPC that such copies have been destroyed; provided, however, that Recipient may keep copies of the Notes solely for legal compliance, systematic backup or archival purposes, and will hold such copies subject to the terms of this Agreement.
9. **Injunctive Relief.** Recipient acknowledges and agrees that money damages may not be a sufficient remedy for any breach or threatened breach of this Agreement by Recipient or its Representatives. Recipient therefore agrees that IPC will have the right, in addition to its other rights and remedies available at law (which IPC does not waive by the exercise of any rights hereunder), to seek

and obtain specific performance and injunctive and other relief as a remedy against Recipient and its Representatives for any violation or threatened breach of this Agreement, and 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.

10. **No Representations or Warranties.** By providing the Confidential Information hereunder, neither IPC 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 Recipient hereunder. Neither IPC nor any of its Representatives shall be liable to Recipient or any of its Representatives relating to or resulting from Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.
11. **Duration of Disclosure Period; Survival of Obligations.** This Agreement governs disclosures of Confidential Information by IPC for a period of three years from the Effective Date ("**Disclosure Period**"). Notwithstanding, and regardless that the Confidential Information may have been returned or copies destroyed prior to the expiration of the Disclosure Period, the obligations of confidentiality and nondisclosure imposed by this Agreement shall survive any termination or expiration of the Disclosure Period and shall be in effect in perpetuity.
12. Intentionally Deleted.
13. **Attorney Fees.** In the event that IPC institutes any legal suit, action or proceeding, against Recipient to enforce the covenants contained in this Agreement, IPC shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by IPC in conducting the suit, action or proceeding, including reasonable and actual attorneys' fees and expenses and court costs.
14. **No Other Obligation.** Recipient agrees that:
  - (a) This Agreement does not require or compel IPC to disclose any Confidential Information to Recipient; and
  - (b) IPC shall not 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; and
  - (c) This Agreement does not create a joint venture, partnership or any other formal or informal business relationship or entity of any kind.
15. **Cumulative Obligations.** Recipient's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to IPC, whether express or implied, in fact or in law.
16. **Waivers.** No waiver by IPC of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by IPC. No waiver by IPC 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.
17. **No Assignment.** Recipient may not assign all or any part of this Agreement, by operation of law or otherwise, without IPC's prior written consent, which consent shall not be unreasonably withheld or denied. This Agreement shall be binding on and inure to the benefit of Recipient's successors and assigns.
18. **Governing Law, Etc.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the state of Idaho, without reference to its choice of law rules, and may be executed in several counterparts. The exclusive venue of any action shall be Ada County, Idaho. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law.

19. **No Waiver of Privilege.** Unless agreed upon in writing by IPC, IPC does not intend to waive the attorney-client, attorney work product, or other applicable privilege of IPC or any of its subsidiaries, affiliates, or joint ventures ("Privilege") by providing any information subject to a Privilege. Accordingly, Recipient agrees that a production to Recipient by IPC of Confidential Information protected by a Privilege shall not constitute a waiver of any such Privilege by IPC, and Recipient agrees that, upon request by IPC, Recipient will immediately return and/or destroy such inadvertently produced information.
20. **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 following addresses (or to such other address that may be designated by IPC or Recipient from time to time in accordance with this Section):

**Idaho Power Company**

Attention: Enterprise Contracting  
1221 W. Idaho St.  
Boise, ID USA 83702

**City Of Meridian, Idaho**

33 E. Broadway Ave.  
Meridian, Idaho 83642

21. **Entire Agreement and Amendment.** This Agreement expresses the entire agreement with respect to the disclosure, delivery and use of the Confidential Information and supersedes and cancels all prior communications, understandings, and agreements, whether written or oral, express or implied, with respect to such subject matter. This Agreement may not be modified except by a writing duly signed by both Recipient and IPC.

**AGREED AND ACCEPTED** to be effective as of the Effective Date.

**CITY OF MERIDIAN, IDAHO**

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

Name: Robert E. Simison

Title: Mayor