

## EXHIBIT B

### **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT BETWEEN PACIFICORP DBA ROCKY MOUNTAIN POWER AND SCOTT F. DUNBAR FOR ELECTRIC VEHICLE INFRASTRUCTURE PROGRAM CONFIDENTIAL INFORMATION**

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into effective the \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between PacifiCorp, doing business as, Rocky Mountain Power, an Oregon corporation (the “Company”), and Scott F. Dunbar, Partner, Keyes & Fox, LLP, as Counsel for ChargePoint, Inc. (“Counsel”), each a “Party” and together the “Parties.”

#### Recitals

A. The Company has submitted confidential information and may submit additional confidential information to the Public Service Commission of Utah (“Commission”) in connection with Docket No. 20-035-34, Application of Rocky Mountain Power for Approval of its Electric Vehicle Infrastructure Program (“EVIP Application”).

B. The Company requested the Commission enter a protective order preventing intervening parties from accessing the confidential information.

C. Counsel is the attorney of record for ChargePoint, Inc., an intervening party in the EVIP Application and is seeking access to the confidential information filed and to be filed by the Company in the pending matter.

D. The Company and Counsel wish to enter into an agreement to govern the terms pursuant to which Counsel may have access to the confidential information.

#### Agreement

NOW THEREFORE, the Parties agree as follows

1. Definitions. For purposes of this Agreement, the following terms are defined as follows:

a. “Documents” means and includes all written, recorded or electronic graphic matters of any kind or nature whatsoever, and shall extend to any subsequent compilation, summary, quotation or reproduction thereof prepared at any subsequent time in any subsequent form or proceeding, in whole or in part.

b. “Confidential Information” means and includes any Documents and all contents thereof made available by the Company to Counsel in connection with the EVIP Application that are marked “Confidential.”

c. “Authorized Persons” means and is limited solely to the attorneys, paralegals, assistants, and expert witnesses employed by the Receiving Party (defined below) who will assist Counsel in the evaluation and analysis of the EVIP Application. No person shall be an Authorized Person under this Agreement unless such person is qualified pursuant to paragraphs 2.c. and 2.d. below.

d. “Authorized Use” means and is limited to use solely to evaluate and analyze the EVIP Application.

e. “Disclose,” “make disclosure of” or “disclosure” means and includes the dissemination to any person, firm, corporation, or other entity the contents of a Document, whether that dissemination is made by means of the transmittal or transfer of the original or a copy of that Document or any verbal or other dissemination of the contents of the Document.

f. “Producing Party” means the Party that is producing the Confidential Information.

g. “Receiving Party” means the Party that is receiving the Confidential Information.

2. Confidentiality; Disclosure. All Confidential Information and the disclosure thereof shall be subject to the following restrictions:

a. A Receiving Party shall not disclose any Confidential Information to anyone other than its Authorized Persons for Authorized Use.

b. When Confidential Information has been produced in hard copy or in some other form, the Receiving Party shall make no copies or reproduction of any kind or nature whatsoever. Unless otherwise ordered, Confidential Information shall remain under protective or other order of the Commission, shall continue to be subject to the protective requirements of this Agreement, and shall be returned to counsel for the Producing Party within 30 days after final settlement or conclusion of any matter, including administrative appeal or judicial review, related to the EVIP Application. Alternatively, Counsel may certify within 30 days after final settlement or conclusion of any matter, including administrative appeal or judicial review, related to the EVIP Application, that the Confidential information has been destroyed. Counsel may retain their notes, work papers or other documents that would be considered the attorneys’ work product created with respect to their use and access to Confidential Information. An expert witness accorded Confidential Information, pursuant to this Agreement, shall provide to Counsel the expert’s notes, work papers or other documents pertaining to the Confidential Information. Counsel shall retain the expert’s documents with Counsel’s documents.

c. The foregoing notwithstanding, the Receiving Party may not disclose Confidential Information to an Authorized Person unless, prior to the disclosure of such Confidential Information, the Authorized Person has signed a Nondisclosure Agreement in the form

attached hereto as "Exhibit 1" and incorporated herein by reference. Upon execution of "Exhibit 1," the signed originals shall be furnished to counsel of record for the Producing Party.

d. Counsel shall be responsible for designating the Authorized Person to whom disclosure of Confidential Information is deemed necessary to assist Counsel in the evaluation and analysis of the EVIP Application. The names of the Authorized Persons shall be provided to the Producing Party at least three (3) business days prior to any disclosure to enable the Producing Party to challenge the right of an individual to review the Confidential Information prior to disclosure to that individual. In the event the Parties cannot resolve a challenge between themselves, the Parties agree that the challenge will be resolved by the Commission. During the pendency of the challenge, no disclosure shall be made to the individual in question and the Commission shall have the specific authority to extend or adjust deadlines as justice may dictate due to delays caused by the exercise of rights under this provision.

3. Continuation of Protection. The provisions of this Agreement, insofar as they restrict the disclosure and use of Confidential Information shall, without written agreement of the Parties or further order of the Commission, or if appropriate, a court of competent jurisdiction, continue to be binding until superseded by an order of the Commission.

4. Litigation. 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 consolidated 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.

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

**ROCKY MOUNTAIN POWER**

\_\_\_\_\_  
*Signature*

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

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

*SDunbar*

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*Signature*

Name: Scott Dunbar

Date: September 27, 2021

**EXHIBIT 1**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT BETWEEN PACIFICORP  
DBA ROCKY MOUNTAIN POWER AND SCOTT F. DUNBAR FOR ELECTRIC  
VEHICLE INFRASTRUCTURE PROGRAM CONFIDENTIAL INFORMATION**

I hereby agree that I have read the Confidentiality and Non-Disclosure Agreement between PacifiCorp DBA Rocky Mountain Power and Scott F. Dunbar for Electric Vehicle Infrastructure Program Confidential Information and agree to be bound by the terms thereof.

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Name

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Employer or Firm

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Business Address

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Date