

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 27th day of September 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.”

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: Stephanie Barber-Rentena

Date: 9/27/21

SDunbar

Signature

Name: Scott Dunbar

Date: September 27, 2021