

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into effective the 12TH day of JULY 2021, by and between PacifiCorp, doing business as, Rocky Mountain Power, (the "Company"), and STANLEY T. HOLMES ("Individual"), each a "Party" and together the "Parties."

Recitals

A. The Company will present information at a technical conference with the Utah Public Service Commission to address any potential economic or reliability implications to its Utah customers as a result of rule changes the California Independent System Operator approved on April 21, 2021, that will be attended by Individual; and

B. Certain information in the presentation is confidential, trade secret, proprietary, and/or commercially sensitive 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 Individual in connection with the technical conference that are marked "Confidential" and any information disclosed during the technical conference that is verbally designated as confidential by the Company.

c. "Disclose," "make disclosure of" or "disclosure" means and includes the dissemination to any person, firm, corporation or other entity the contents of a Document or Confidential Information, regardless of the method of dissemination.

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

a. Individual shall not disclose any Confidential Information to anyone.

b. Individual shall make no copies or reproduction of any kind or nature whatsoever of the technical conference presentation and/or any written materials used or disseminated during the technical conference.

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 Public Service Commission of Utah, or if appropriate, a court of competent jurisdiction, continue to be binding until or unless superseded by entry of a Protective Order by the Public Service Commission of Utah.

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.

INDIVIDUAL

Stanley T. Holmes
Signature

Name: STANLEY T. HOLMES

Date: JULY 7, 2021

ROCKY MOUNTAIN POWER

Signature

Name: _____

Date: _____