

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

BETWEEN

_____ AND New Hampshire Electric Cooperative, Inc.

This Confidentiality and Nondisclosure Agreement (the "Agreement") is entered into this ___ day of _____, by _____ and _____ between _____ headquartered at _____ and New Hampshire Electric Cooperative (NHEC) headquartered at 579 Tenney Mountain Highway, Plymouth NH 03264.

_____ may be providing NHEC with certain confidential and proprietary information and materials relating to its _____ capabilities and other confidential information regarding its operation. NHEC may also share confidential and proprietary information. Information disclosed during these discussions including voicemail, email, spreadsheets, faxes, work processing documents, or other work papers, regardless of the form or media in which it is stored or disclosed, will be referred to as the "Confidential Information" if so indicated or marked. The purpose of this document is to establish an agreement between _____ and NHEC governing the disclosure and use of such Confidential Information.

1. _____ and NHEC each agrees that it will: (a) treat all Confidential Information confidentially and will not disclose such information to any other person, corporation, or entity except as permitted in writing by the other or as expressly permitted by the terms of this Agreement; (b) protect all proprietary information with at least the same degree of care it applies to protect its own proprietary and Confidential Information; (c) disclose the Confidential Information only to chosen consultants and those within its organization who have a need to know the information. (d) advise employees, agents, advisors or representatives who receive the Confidential Information of the existence and terms of this Agreement and of the obligations of confidentiality in this Agreement; and (e) use the Confidential Information only for the purpose of the contemplated business relationship.

2. Notwithstanding the provisions of Paragraph 1 above, this Agreement shall not apply to any information provided by one party that: (a) is or becomes within the public domain through no act of the other party in breach of this Agreement; (b) was in the possession of the other party prior to its disclosure under this Agreement; (c) is independently developed by the other party; or (d) is received from another source without any restriction on use or disclosure.
3. If either _____ or NHEC is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any information supplied to it or its representatives in the course of the parties' dealings, it will provide the other party with prompt notice of such request(s) so that the other party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement.
4. Information furnished in written, pictorial, magnetic and/or other tangible form will not be duplicated except as expressly permitted by the other party in writing. In the event that no further development efforts involving the parties takes place after Confidential Information has been furnished or exchanged between the parties, each party will, upon request of the other party, promptly deliver the Confidential Information to the other without retaining any copy of it, and, in any event, each party and its representatives will maintain the confidentiality of all Confidential Information.
5. No failure or delay in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise preclude any other exercise of such right.
6. No rights to any patents or trademarks are provided or are to be implied by any provision of this Agreement or any Confidential Information exchanged pursuant to this Agreement. Nothing

contained in this Agreement will constitute a warranty or representation by either party with respect to the infringement of trademark, servicemark, patent, copyright, or other rights of third parties.

7. **It is understood and agreed that any discussions between the parties shall not be construed to create obligations (other than the obligations specifically created hereunder) by either party.**

8. This Agreement contains the entire Agreement between the parties relating to the subject of confidentiality, and any promise not contained in this Agreement, or any amendment to it, will not be binding on either party unless set forth in a written agreement signed by both parties.

9. The invalidity or unenforceability of any term or provision of the Agreement shall in no way impair or affect the remainder thereof, which shall remain valid and enforceable and continue in full force and effect.

10. The relationship of the parties created by this Agreement is not that of employer/employee, principal/agent, partnership or joint venture or representative of the other and neither party hereto shall have the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party hereto.

11. This Agreement shall be binding on the parties hereto and their respective subsidiaries, affiliates and successors. This Agreement shall not be assigned by either party hereto without the prior written consent of the other party.

12. This Confidentiality Agreement shall become effective upon the date of execution and shall continue thereafter. The obligations to protect the confidentiality of any Confidential Information shall continue for so long as such information continues to be Confidential Information.

13. In the event of a breach of this Agreement, the parties agree that irreparable harm will result,

and that the amount of monetary damages may be difficult to calculate. Thus, the non-breaching party will be entitled to injunctive relief in addition to any other rights to which it may be entitled, without the necessity to prove actual damages.

14. This Agreement will be governed by the laws of the State of New Hampshire, and will benefit and be binding upon the parties and their successors and assigns.

The parties have caused this Agreement to be executed by their authorized representatives.

By: _____
Authorized Signature

Name: _____
Print Name

Title: _____

Date: _____

New Hampshire Electric Cooperative

By: _____
Authorized Signature

Name: _____
Print Name

Title: _____

Date: _____