



CRITICAL ENERGY INFRASTRUCTURE INFORMATION NON-DISCLOSURE AGREEMENT

Individual Receiving Party: Name: _____
Mailing Address: _____
Email Address: _____
Telephone Number: _____

Company Receiving Party: Full Company Name: _____
State of Organization: _____
Contact Person: _____
Mailing Address: _____
Email Address: _____
Telephone Number: _____

The individual or company specified above ("**Receiving Party**"), Dominion Energy South Carolina, Inc., a corporation organized and existing under the laws of the state of South Carolina and located at 220 Operation Way, Cayce, SC 29033, on behalf of itself, its corporate parent Dominion Energy and its corporate affiliate Dominion Energy South Carolina, Inc. Transmission (collectively, "**DESC**"), and South Carolina Public Service Authority ("**Santee Cooper**"), a state-owned electric and water utility organized and existing under the laws of the state of South Carolina and located at 1 Riverwood Dr., Monks Corner, SC 29461 (each of DESC and Santee Cooper, a "**Disclosing Party**" and DESC and Santee Cooper collectively, the "**Disclosing Parties**"), enter into this Non-Disclosure Agreement ("**Agreement**") as of _____ ("**Effective Date**").

Background. The Disclosing Parties may, in their discretion, provide the Receiving Party information related to their confidential and critical energy infrastructure information.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Receiving Party agrees as follows:

1. Confidential Information. The term "Confidential Information" means all written, electronic, printed or other materials disclosed by the Disclosing Parties, and all information ascertained through discussions with the Disclosing Parties, concerning the planning process. Confidential Information shall include, but is not limited to, all analyses, compilations, forecasts, studies, models, "base cases", plans, procedures, calculations, reports or other documents prepared by the Disclosing Parties that may contain or reflect such information.

2. Critical Energy Infrastructure Information. The term "**Critical Energy Infrastructure Information**" or "**CEII**" as used in this Agreement refers to the official definition provided in 18 C.F.R. § 388.113(c)(1). CEII shall be protected under the terms of this Agreement. For purposes of this Agreement, CEII shall also include any information which may be described as non-public transmission information including, but not limited to, the following: maps, charts, and diagrams, including location, longitude and latitude for either or both of the Disclosing Parties' electric systems; and system studies including flow studies, models, "base cases" and system planning for either or both of the Disclosing Parties. All CEII is also Confidential Information. Given the sensitive nature of CEII, the Receiving Party has a higher duty of care to maintain the confidentiality of this information.

3. Disclosure and Use of Confidential Information.

The Receiving Party shall use the Confidential Information solely for the purpose of its internal evaluation. The Receiving Party shall not make any other use, in whole or in part, of any such Confidential Information without the prior written consent of the respective Disclosing Party.

The Receiving Party agrees that, in complying with its confidentiality obligations under this Agreement, it shall exercise the same care used to protect its own confidential proprietary information, but no less than reasonable care, to prevent the disclosure and to protect the confidentiality of the Confidential Information.

If the Receiving Party is an individual, the Receiving Party may not disclose any Confidential information to any person or entity without the Disclosing Parties' prior written consent in each instance. If the Receiving Party is a company, the Receiving Party may disclose Confidential Information (i) to the Receiving Party's directors, officers and employees (collectively, "**Representatives**"), in each case only to the extent reasonably necessary for the Receiving Party's internal use and only after informing each Representative of the restrictions in this Agreement on the disclosure and use of the Confidential Information and that he or she must comply with such restrictions, and (ii) to any other person or entity only with the Disclosing Parties' prior written consent in each instance. The Receiving Party agrees to take all reasonable steps to cause its Representatives to comply with the terms of this Agreement and to be responsible for any breach of this Agreement by any Representative.

The Receiving Party shall keep all Confidential Information strictly confidential and shall not, without the respective Disclosing Party's prior written consent in each instance, disclose Confidential Information or any reports, work product or other documents containing any Confidential Information to any third party, firm, corporation or entity.

Except as may be required by applicable law, without the prior written consent of the respective Disclosing Party, the Receiving Party shall not: (a) confirm or deny any statement made by a third party regarding Confidential Information and/or CEII/CII; (b) disclose to any person the fact that Confidential Information and/or CEII/CII have been made available to it; (c) confirm that any investigations, discussions or negotiations are taking place; or (d) disclose any of the terms or conditions with respect to same. If any such actions are required by applicable law, the Receiving Party shall comply with the requirements of **Section 5** below.

4. Additional Provisions Relating to Disclosure and Use of CEII.

The Receiving Party shall not use CEII, in whole or in part, for any purpose other than that for which the CEII was specifically provided, without the prior written consent of the respective Disclosing Party. The Receiving Party may make copies of CEII, but such copies become CEII and subject to these same terms and conditions. The Receiving Party shall not knowingly use CEII for an illegal or non-legitimate purpose.

The Receiving Party agrees that, in complying with its obligations under this Agreement, it shall employ an enhanced standard of care in order to prevent the disclosure and to protect the confidentiality of the CEII. The Receiving Party shall maintain CEII in a secure manner and place and shall be responsible for ensuring that its Representatives who receive CEII do the same.

The Receiving Party shall not, without the respective Disclosing Party's prior written consent in each instance, disclose CEII or any reports, work product or other documents containing any CEII to any third

party, firm, corporation or entity. The Receiving Party may disclose CEII (i) only to its Representatives who have properly executed individual non-disclosure or confidentiality agreements in the course of their employment specifically pertaining to confidential information and CEII they receive in the course of their employment and (ii) only after informing each Representative of the restrictions in this Agreement on the disclosure and use of the CEII and that he or she must comply with such restrictions.. Further, such disclosure must be limited to the extent that it is reasonably necessary to evaluate the subject matter of the requested materials. The Receiving Party agrees to take all reasonable steps to cause its Representatives to comply with the terms of this Agreement and to be responsible for any breach of this Agreement by any Representative. The Receiving Party shall not disclose any CEII to any of its Representatives who have been convicted of any felony.

Except as allowed under Section 5, Required Disclosure, the Receiving Party shall not submit CEII obtained from the Disclosing Parties to any government agency for any reason without first obtaining written permission from the respective Disclosing Party, and then fully complying with the requirements of 18 C.F.R. §§ 388.112, 113 for requesting special treatment of the CEII.

5. Required Disclosure. In the event that the Receiving Party is requested or required by depositions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process (i) to disclose any CEII or other Confidential Information received pursuant to this Agreement, (ii) to disclose any discussions pertaining thereto, or (iii) to take any other action described in the last paragraph of **Section 3** above, the Receiving Party shall provide to the relevant Disclosing Parties prompt written notice of such request(s) and shall use reasonable efforts to resist disclosure until an appropriate protective order may be sought. If, in the absence of a protective order, Receiving Party is nonetheless, in the written opinion of its counsel, legally required to disclose CEII or other Confidential Information received pursuant to this Agreement, then, in such event Receiving Party may disclose such information after the Receiving Party gives the Disclosing Party written notice of the proposed disclosure and a reasonable opportunity to review the proposed disclosure.

6. Return of Documents and Destruction of Electronically Stored Information. Disclosing Parties may elect at any time to terminate further use of or access to the CEII. In such case, the Receiving Party shall return any and all CEII upon the Disclosing Party's written request, including all hardcopy originals, copies, translations, notes, reports, schematics, flowcharts, e-mails, tape recordings, or any other form of said material, without retaining any copy or duplicate supplement thereof and shall promptly destroy any and all written, printed or other material or information derived from the Confidential Information. The Receiving Party shall provide attested certification from an authorized representative confirming such return and destruction "provided however, Receiving Party may retain one (1) copy of such documentation in its secure legal files for the sole purpose of administering its obligations under this agreement, as well as copies of electronically exchanged Confidential Information that are made as a matter of routine information technology back-up, which copies shall continue to be kept confidential in accordance with the terms and conditions of this Agreement."

7. Survival of Obligations. Regardless of any termination of any business relationship between the Parties, the obligations and commitments established by this Agreement shall remain in full force and effect.

8. Nature of Information; Injunctive Relief. The Receiving Party hereby accepts the representations of Disclosing Parties that the CEII disclosed pursuant to this Agreement is of a special, unique, extraordinary, and intellectual character and that money damages would not be a sufficient remedy for any breach of this Agreement by the Receiving Party or its representatives and that specific performance and injunctive or other equitable remedies for any such breach shall be available to it. If there is a breach, then Disclosing Parties shall be entitled, in addition to all other rights and remedies which they may have at law



or in equity, to seek to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The Receiving Party also acknowledges that the interests of Disclosing Parties in such CEII may be irreparably injured by disclosure. The remedy stated above may be pursued in addition to any other remedies applicable at law or equity for breach of this Agreement. The existence of any claim or cause of action which either party may have against the other shall not constitute a defense or bar to the enforcement of any of the provisions of this Agreement.

9. Governing Law. The validity and interpretation of this Agreement and the legal relations of the Receiving Party and Disclosing Parties to it shall be governed by the laws of the State of South Carolina, excluding its conflict of laws principles. Any action arising out of the performance of this Agreement must be filed and resolved exclusively in a state or federal court or tribunal sitting in the State of South Carolina. The parties consent and submit to the jurisdiction and venue of those courts and tribunals.

10. No Other Agreement. The Receiving Party expressly understands that this Agreement is not and shall not be construed as any form of a letter of intent or agreement to enter into any type of transaction. This agreement is to evidence the Receiving Party's agreement to maintain the confidentiality of the Confidential Information/CEII disclosed to it by Disclosing Parties, and shall not constitute any commitment or obligation on the part of either Party to enter into any specific contractual arrangement of any nature whatsoever.

11. No Representation or Warranties. With respect to any information, including but not limited to CEII, which either Disclosing Party furnishes or otherwise disclose to Receiving Party, the Receiving Party understands and agrees that that Disclosing Party does not make any representations or warranties as to the accuracy, completeness or fitness for a particular purpose thereof. Neither this Agreement, nor the disclosure of CEII hereunder, shall be construed in any way as granting any license or rights to any information or data now or hereafter owned or controlled by Disclosing Parties to Receiving Party and all such Confidential Information/CEII shall remain the property of Disclosing Parties.

12. Right to Execute. The undersigned representative signing below affirms and warrants that he/she has all right and duly delegated authority to bind the entity to the terms and conditions set forth in this Agreement.

13. Assignment. Neither this Agreement nor any rights or obligations under it shall be assigned or delegated, and any purported assignment shall be void.

14. No Waiver. No failure or delay by either Disclosing Parties or Receiving Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

15. Survival. This Agreement shall survive indefinitely and shall not be affected by the performance, termination or expiration of any other obligations or agreements between the Disclosing Parties and Receiving Party.

16. Notices. Any notice required or permitted under this Agreement must be in writing and must be delivered by FedEx or another nationally recognized overnight delivery service or by U.S. certified mail, return receipt requested, to the respective addresses of the parties listed above, or such other addresses of which a party gives the other party written notice in accordance with this **Section 16**.



17. Entire Agreement. This Agreement contains the entire agreement between the Disclosing Parties and Receiving Party concerning the subject matter hereof, and supersedes all prior discussions and agreements with respect to the subject matter hereof, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding, unless approved in writing by the Disclosing Parties and the Receiving Party. E-mail is expressly excluded as a form of amendment.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

Receiving Party (if an individual)

Signature: _____

Print Name: _____

Receiving Party (if a company)

Print Name of Company: _____

By: _____

Print Name: _____

Title: _____

Disclosing Parties

Dominion Energy South Carolina, Inc. on behalf of itself, Dominion Energy and DESC Transmission

By: _____

Title: _____

South Carolina Public Service Authority

By: _____

Title: _____