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| SCHEDULE 448 |
| **POWER SUPPLIER CHOICE** (Continued) |

8.5 Confidentiality. The Company and Customer shall each use reasonable efforts to not disclose to third parties (other than the Power Supplier) any information or documents furnished by the Company or Customer to the other that are confidential or proprietary to the furnishing party, if and to the extent that such information and documents are conspicuously marked as confidential or proprietary when furnished. The foregoing provisions of this section shall not apply to (A) any information or documents which are in the public domain, known to the receiving party prior to receipt from the other party, or acquired from a third party without a requirement of protection; (B) any use or disclosure required by any law, rule, regulation, order or other requirement of any governmental authority having jurisdiction; (C) any disclosure to the Commission with a request for confidential treatment pursuant to WAC 480-07-160; (D) any disclosure to FERC with a request for confidential treatment; or (E) any use that is necessary to carry out each party’s respective obligations under this Schedule but that is inconsistent with the obligations set forth above in this section. All other information and documents furnished under this Schedule shall be furnished on a nonconfidential basis.

1. **RATES AND CHARGES:**
   1. Description of Charges. The rate paid by Customer to the Company for each Month during the Term shall equal the sum of the following components for such Month:

Monthly Rate:

|  |  |  |
| --- | --- | --- |
| **Component** | **Primary Voltage** | **High Voltage** |
| Energy | Provided by Power Supplier pursuant to separate agreement | Provided by Power Supplier pursuant to separate agreement |
| Imbalance Energy | Imbalance Energy under the OATT | Imbalance Energy under the OATT |