

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (“Agreement”) among and between Puget Sound Energy, a Washington corporation (“PSE”) and Industrial Customers of Northwest Utilities (“ICNU”) (collectively, “Parties”) is entered into as of the date set forth below.

RECITALS

WHEREAS PSE has designated and marked certain information used in support of its Integrated Resource Plan (“IRP”) as “Confidential” or “Confidential per WAC 480-07-160” (“Confidential Materials”); and

WHEREAS PSE's information designated as “Confidential” or “Confidential per WAC 480-07-0160” is confidential, proprietary or commercially sensitive information, the public release of which PSE believes could cause harm to itself, its customers and shareholders; and

WHEREAS ICNU would typically be entitled to review the Confidential Materials pursuant to a protective order and confidentiality agreement entered in a Washington Utilities and Transportation Commission (“Commission”) proceeding concerning the IRP, but no protective order has been issued; and

WHEREAS PSE desires to facilitate ICNU's review and consideration of its IRP information, including related workpapers;

NOW, THEREFORE, the Parties, each in exchange for the mutual covenants set forth herein, agree as follows.

AGREEMENT

1. ICNU Access to Confidential Materials. PSE and ICNU hereto agree that PSE shall provide to ICNU a copy of the Confidential Materials supporting the IRP, on the condition that ICNU shall not disclose the Confidential Materials and shall preserve and maintain the confidentiality of the Confidential Materials.

Confidential Materials shall be subject to the following provisions:

- (a) Except as outlined in Paragraph 2 hereof, ICNU shall not divulge or disclose Confidential Material to anyone who has not signed this Agreement without securing the prior written consent of PSE. Documents containing Confidential Materials must not be distributed to, or discussed with, persons not bound by this Agreement.
- (b) ICNU warrants by signing the Agreement that it will exercise all reasonable diligence to maintain the documents consistent with the claim of

confidentiality, and will treat and protect the confidentiality of Confidential Materials with the same degree of care as he/she treats and protects his/her own proprietary information against public disclosure.

- (c) No Confidential Materials distributed or obtained pursuant to this Agreement may be requested, reviewed, used or disclosed, directly or indirectly, by any person or entity having access pursuant to this Agreement, except for purposes directly related to review of PSE's IRP. Confidential Material shall not be used, released or offered as evidence, either directly or indirectly, in any subsequent administrative or judicial proceeding (including, without limitation, any proceedings before the Commission) involving PSE without the consent of PSE. Nothing in this Agreement limits ICNU's ability to seek discovery in a separate proceeding of Confidential Materials for use in that separate proceeding; *provided that* ICNU continues to abide by the terms of this Agreement in seeking such discovery.

2. **Sharing of Confidential Materials.** Confidential Materials disclosed pursuant to this Agreement may be shared with other persons and entities who have signed this Agreement. Such sharing or exchange of Confidential Materials among signatories to this Agreement shall not be deemed a breach of this Agreement. Signatories to this Agreement may share Confidential Materials with their attorneys or consultants retained to assist them in review of PSE's IRP provided that such attorneys and consultants have signed this Agreement, have agreed to be bound by the nondisclosure provisions of this Agreement, and have provided a copy of the signed Agreement to PSE.

3. Before being allowed access to any Confidential Materials, each counsel, expert or administrative staff must agree to comply with and be bound by this Agreement, on the form of Exhibit A (counsel and administrative staff) or Exhibit B (expert) attached to this Agreement; ***provided that the Confidential Materials shall not be made available to any person who actively and personally engages on a day-to-day basis in the marketing, purchase or sale of electric power at wholesale, the direct supervision of any person who actively and personally engages on a day-to-day basis in the marketing, purchase or sale of electric power at wholesale, or the provision of electricity marketing consulting services to entities engaged in the sale or purchase of electric power at wholesale.*** ICNU agrees to deliver to counsel for PSE a copy of each signed Agreement, which must show each signatory's full name, permanent address, relationship to ICNU, and in the case of experts, the employer (including the expert's position and responsibilities).

4. **Termination.** In the event the Commission commences a proceeding to review the IRP and issues a protective order in that proceeding, this Agreement shall be terminated and superseded by such protective order upon the execution by all persons working for ICNU who have had access or may have access to the Confidential Materials under such protective order. Additionally, if PSE discloses Confidential Material pursuant to a protective order in any other proceeding to which ICNU's representatives are signatories, this Agreement shall be terminated and superseded by such protective order with respect to

the Confidential Material disclosed. Termination of this Agreement shall not release ICNU or persons provided access to Confidential Materials pursuant to Paragraph 2, above, from the restrictions of this Agreement as to Confidential Material reviewed prior to the effective date of termination.

5. The Confidential Materials provided pursuant to this Agreement are the property of PSE. Within thirty (30) days after the conclusion of a Commission proceeding to review the IRP, including any administrative or judicial review, every person who possesses any Confidential Materials (including personal notes that make substantive reference to Confidential Materials and transcripts to any hearing or depositions to which a claim of confidentiality is made, but excluding any attorney work product, provided that such work product is still subject to the confidentiality restrictions of this Agreement), must return all Confidential Materials to PSE, or at PSE's election, must certify in writing that all copies of Confidential Materials and substantive references to Confidential Materials in notes have been destroyed. Further, PSE may request the return of the Confidential Materials at any time, and ICNU must, within thirty (30) days, return the Confidential Materials to PSE, or at PSE's election, must certify in writing that all copies of Confidential Materials and substantive references to Confidential Materials in notes have been destroyed.

6. **Penalties for Breach.** PSE shall be entitled to enforce this Agreement against ICNU and anyone provided with access to the Confidential Materials pursuant to Paragraph 2, above, through injunctive relief in addition to any and all other applicable legal actions or remedies as generally provided by law.

7. **Disputes.** Any dispute arising from an alleged breach of this Agreement shall be brought in the Superior Court for the State of Washington. Venue shall be in Thurston County, Washington. The prevailing party or parties in any such dispute shall be entitled to their reasonable costs, expenses and fees incurred in any suit, action, proceeding or appeal arising from an alleged breach of this Agreement, including attorneys' fees and costs.

PUGET SOUND ENERGY

**INDUSTRIAL CUSTOMERS OF
NORTHWEST UTILITIES**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A (Attorney/Staff Agreement)

AGREEMENT CONCERNING CONFIDENTIAL MATERIALS
REGARDING PUGET SOUND ENERGY'S
INTEGRATED RESOURCE PLAN ("IRP")

I, _____, declare as follows:

1. I am [an attorney with/administrative staff for] ICNU and am assisting with analysis of PSE's IRP. My address is

_____. My present job position is
_____.

2. I have read the foregoing Confidentiality and Nondisclosure Agreement ("Agreement").

3. I agree to abide by and be bound by the provisions of the Agreement, and agree that I will hold in confidence all materials designated as "Confidential" or "Confidential per WAC 480-07-160" or marked with a similar notice, all copies, notes or other records containing or referring to Confidential Materials, and the substance or contents of such materials, and I agree to use such information solely for the purposes of ICNU's analysis of PSE's IRP.

4. I understand that I am to retain all of the materials that I receive that are Confidential Materials, and that such materials are to remain in my custody until I have completed my assigned duties. I further understand that, upon completion of my assigned duties, such materials are to be returned to PSE or destroyed.

5. To assure my compliance with the Agreement, I hereby submit myself to the jurisdiction of the Thurston County Superior Court, State of Washington, for the limited purpose of any proceedings relating to performance under, compliance with, or violation of the Agreement. I further acknowledge that I may face liability for damages or other relief for violation of the Agreement.

6. I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated: _____ Place: _____

Signed: _____

Printed Name: _____

EXHIBIT B (Expert Agreement)

AGREEMENT CONCERNING CONFIDENTIAL MATERIALS
REGARDING PUGET SOUND ENERGY'S
INTEGRATED RESOURCE PLAN ("IRP")

I, _____, declare as follows:

1. I have been retained by ICNU to assist them with analysis of PSE's IRP. My address is _____. My present employer is _____ . My present job position is _____.

2. I have read the foregoing Confidentiality and Nondisclosure Agreement ("Agreement").

3. I agree to abide by and be bound by the provisions of the Agreement, and agree that I will hold in confidence all materials designated as "Confidential" or "Confidential per WAC 480-07-160" or marked with a similar notice, all copies, notes or other records containing or referring to Confidential Materials, and the substance or contents of such materials, and I agree to use such information solely for the purposes of ICNU's analysis of PSE's IRP.

4. I understand that I am to retain all of the materials that I receive that are Confidential Materials, and that such materials are to remain in my custody until I have completed my assigned duties. I further understand that, upon completion of my assigned duties, I shall return such materials to ICNU and such materials are to be returned to PSE or destroyed.

5. To assure my compliance with the Agreement, I hereby submit myself to the jurisdiction of the Thurston County Superior Court, State of Washington, for the limited purpose of any proceedings relating to performance under, compliance with, or violation of the Agreement. I further acknowledge that I may face liability for damages or other relief for violation of the Agreement.

6. I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated: _____ Place: _____

Signed: _____

Printed Name: _____