

NON-DISCLOSURE AGREEMENT (NDA)
FERC Part 12D Independent Consultant Inspection Report
for the Utica Hydroelectric Project, FERC Project No. 2019-CA

This Nondisclosure Agreement or ("Agreement") has been entered into as of the date of the Receiving Party's signature below, by and between:

Utica Water & Power Authority ("Disclosing Party" or "Utica"). 1168 Booster Way, Angels Camp, CA 95222, admin@uticawater.com.

_____ ("Receiving Party") with a mailing address of

_____.

For the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information.

1.1. For purposes of this Agreement, "Confidential Information" shall include all information or material that Utica has determined to be Confidential Information.

1.2. Such written Confidential Information should be designated by a label or stamp (normally on the cover or first page) with the words "Confidential Information," "Confidential – Critical Infrastructure Information," "Confidential – Critical Energy Infrastructure Information," or other similar warnings to that effect.

1.3. If Confidential Information is transmitted orally, Utica shall promptly provide writing indicating to the Receiving Party that the oral communication constituted Confidential Information.

1.4. If the Receiving Party has any questions about whether written or oral information received from Utica, its employees, agents, or representatives is Confidential Information, the Receiving Party has the obligation to seek immediate written clarification from Utica.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to Receiving Party's

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employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit, any Confidential Information.

4. Return of Confidential Information.

4.1. If the Receiving Party is not awarded the contract for the FERC Part 12D Independent Consultant Inspection Report for the Utica Hydroelectric Project, FERC Project No. 2019-CA, the Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information within thirty (30) calendar days immediately following the date of Disclosing Party's notice to the Receiving Party that Receiving Party was not awarded the above contract.

4.2. If the Receiving Party is awarded the contract for the **FERC Part 12D Independent Consultant Inspection Report for the Utica Hydroelectric Project, FERC Project No. 2019-CA**, the Receiving Party's shall have a continuing duty to hold Confidential Information in confidence, which duty shall remain in effect until the Confidential Information no longer qualifies as Confidential Information or for ten (10) years from the date of this Agreement, whichever occurs last.

5. Injunctive Relief.

5.1. Receiving Party acknowledges that breach of this Agreement, including disclosure of any Confidential Information may rise to irreparable injury to Disclosing Party and inadequately compensable in damages. Accordingly, Disclosing Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Disclosing Party shall be entitled to reasonable attorneys' fees and costs incurred to enforce this Agreement.

5.2. Receiving Party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Disclosing Party and are reasonable in scope and content.

6. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party becoming a partner, joint venturer or employee of the other party for any purpose.

7. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

8. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

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9. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

DISCLOSING PARTY: Utica Water & Power Authority

Signature: _____
Typed or Printed Name: Erik Holt, General Manager Date: March 2, 2026

RECEIVING PARTY

Signature: _____
Typed or Printed Name: _____ Date: _____