



ARKANSAS ELECTRIC COOPERATIVES, INCORPORATED

Reliable • Affordable • Responsible

Effective October 12, 2018

STANDARD TERMS AND CONDITIONS FOR THE USE AND NON-DISCLOSURE OF INFORMATION

These Standard Terms and Conditions for the Use and Non-Disclosure of Information (“Terms”) apply to any exchange of Information between Arkansas Electric Cooperatives, Inc., or a party designated by Arkansas Electric Cooperatives, Inc. (hereinafter collectively referred to as “us,” “we” or “our”) and any party, person, or entity (hereinafter referred to as “you” or “your”), to which these Terms are attached or incorporated by reference. By accepting our Information, you agree you have read and will be bound by these Terms. These Terms will be valid and binding on you without your signature if issued by us through our computer system or other electronic means and can be found at <https://aecc.com/aeci-terms-and-conditions/> (“Web Site”). These Terms may hereafter be revised, from time to time, by us, by posting revisions on the Web Site without notice to you, and such revisions shall be binding on both you and us upon posting. You agree that you will check the Web Site for any revisions to these Terms. No change, waiver or consent with respect to these Terms will be binding on us unless contained in a separate writing signed by a vice president of our company.

ARTICLE I INFORMATION

The term "Information," as used throughout these Terms, means any proprietary or sensitive information relating directly to the Bulk Electric System or our electric system, as well as our business, including, but not limited to, all technical, financial, operational, business or other information not in the public domain, including but not limited to data, documents, processes, drawings, plans, specifications, operating procedures, correspondence, formulae, programs, analyses, and studies, whether in written or electronic form, or whether communicated in writing, verbally, or otherwise. The term “Information” does not include information which (a) was already in your possession prior to the time of disclosure to you, provided that such Information was not furnished to you by a source known by you to be bound by these Terms, or otherwise prohibited from disclosing the Information to you, (b) was or becomes generally available to the public other than as a result of a disclosure by you or any of your Representatives (employees, agents, officers, directors, advisors, counsel, consultants, etc.), (c) becomes available to you on a non-confidential basis from a source other than us, provided that such source is not known by you to be bound by these Terms, or otherwise prohibited from disclosing the Information to you, or (d) was or is independently developed by you without violating your obligations hereunder, provided that such independent development is reasonably documented.

ARTICLE II CONFIDENTIALITY OF INFORMATION

You (which herein also includes your Representatives), will hold Information in strict confidence and shall not disclose any part of it to others, except as expressly permitted by these Terms. You will safeguard and control the dissemination of the Information and not release or disclose any Information to any person, other than your Representatives who need to receive such Information to provide contracted-for services to us, and agreed to be bound by these Terms. You agree to be responsible for any breach of these Terms by you or any of your Representatives.

In the event that you are requested or required by law, regulatory authority or other applicable judicial or governmental order to disclose any Information, you will provide us (if legally allowable) with prompt notice of any such request or requirement so that we may take any such action we deem advisable in connection therewith. If, after any such action by us, you are nonetheless legally required to disclose the Information, you may, after notice to us (if legally allowable), disclose only that portion of the Information that you are legally required to disclose, provided that you exercise commercially reasonable efforts to ensure that confidential treatment will be accorded to the Information that is being disclosed, including, but not limited to, cooperating with us (at our expense) in any respect we reasonably deem advisable. In any event, you will not oppose any action by us to obtain an appropriate protective order or other assurance that confidential treatment will be accorded the Information.

ARTICLE III BREACHES

You agree to notify us in writing of any breach or unauthorized dissemination of our Information within 24 hours of the unauthorized dissemination. Notification under this Article shall include an explanation and the degree of the dissemination, along with any known recommendations of remedial actions we should take to mitigate any harm.

ARTICLE IV COPIES

You agree you will not make any copies of Information except upon our written authorization, signed by one of our authorized officers. Upon receipt of a written request from us, you will return to us or destroy all copies of Information, in whatever form, which, at the time of the receipt of the request, are in your possession. Any destruction of Information shall be confirmed by you in writing. Any Information that is not returned or destroyed, including, without limitation, any oral Information, shall remain subject to the confidentiality obligations set forth in this Agreement in accordance with the terms and conditions hereof.

ARTICLE V OWNERSHIP

All rights and ownership to the Information shall remain our property. You agree that you shall not acquire any property right or other interest, including without limitation, any right under patent, trademark, or copyright in the Information as a result of our disclosing or making such Information available to you.

ARTICLE VI WARRANTIES

We shall not be deemed to have made any representations or warranties, express or implied, regarding the Information. Only those representations or warranties which are made by us in a final definitive agreement regarding a transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

ARTICLE VII EQUITABLE RELIEF

We shall be entitled to equitable relief, including injunction and specific performance, in the event of a breach or a threatened breach of these Terms. You waive any requirement that we post a bond in connection with obtaining any such equitable relief, and agree that any violation of these Terms will cause us to suffer irreparable damage that could not be adequately remedied by an action at law. In the event of a breach or threatened breach of these Terms, such remedies shall be in addition to any other remedies available to us at law, in equity, or otherwise.

**ARTICLE VIII
CONTINUING OBLIGATIONS**

The obligations imposed on you herein shall continue with respect to Information, and such obligations shall not terminate, until such Information shall cease to be secret and confidential and shall be in the public domain, unless such event shall have occurred as a result of wrongful conduct by you.

**ARTICLE IX
SURVIVAL**

If any provision of these Terms or their application is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any of the other provisions and applications therein shall not in any way be affected or impaired.

**ARTICLE X
MODIFICATION**

These Terms set forth the entire understanding between the parties with respect to the subject matter hereof and may not be modified, changed, or amended, except by a writing signed by both parties.

**ARTICLE XI
CHOICE OF LAW**

These Terms, regardless of where made, shall be construed and enforced in accordance with laws of Arkansas applicable to agreements to be executed and performed wholly within said State.