

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
FOR
DISTRIBUTED GENERATION SERVICE**

THIS AGREEMENT, is made and entered into this ____ day of _____, 20__, between _____ (“Customer”) and Minnesota Power. Customer and Minnesota Power may be individually referred to as the “Party” or collectively referred to as the “Parties”.

WHEREAS, Customer desires to interconnect a distributed generation system with Minnesota Power pursuant to the terms set forth in the model Electric Service Agreement for Distributed Generation Service adopted as part of Minnesota Power’s Rider for Distributed Generation Service; and

WHEREAS, in connection with such Electric Service Agreement, Customer desires to receive Minnesota Power’s Distributed Generation Capacity and Energy Payment Schedule (“Payment Schedule”); and

WHEREAS, Minnesota Power is willing to disclose such proprietary, non-public information regarding its Payment Schedule; and

WHEREAS, the Parties recognize the confidential nature of the information and that disclosure or unauthorized use of such information to or by third parties could result in damage to Minnesota Power and its customers;

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein to be kept and performed by the Parties, it is mutually agreed as follows:

1. Minnesota Power shall furnish to Customer, by any means or medium, the proprietary, non-public information concerning Minnesota Power’s Payment Schedule.
2. The information, knowledge and material exchanged pursuant to the preceding paragraph shall be referred to as the “Information.” The Parties hereby agree to retain, and to require all respective representatives to retain, the Information provided pursuant to this Agreement in strict confidence in accordance with the terms set forth below.

3. It is agreed that the Information will be used by Customer only for the limited purpose of interconnecting a distributed generation system with Minnesota Power. Without the prior written consent of Minnesota Power, any disclosure or other unauthorized use of the Information by Customer is prohibited. This Agreement shall not prohibit disclosure to third party consultants and professional advisors provided such third parties enter into and agree to be bound by this Agreement.

4. The term "Information" does not include information which Customer demonstrates by clear and convincing evidence:

- a. is already known to Customer, provided that such prior knowledge can be substantiated by written records and documents; or
- b. has become publicly known through no act of the Customer; or
- c. has been rightfully received from a third party not subject to this Agreement; or
- d. has been independently developed by the Customer without reliance on Information, provided that such independent development can be substantiated by written records and documents; or
- e. has been approved for release by written authorization of Minnesota Power; or
- f. has been disclosed pursuant to a requirement of a governmental agency or court of law through no voluntary action or inaction by the Customer.

5. Customer and Minnesota Power hereby acknowledge that unauthorized disclosure or use of the Information may result in irreparable harm to Minnesota Power. Accordingly, Customer agrees that Minnesota Power shall have the right to obtain a temporary restraining order enjoining disclosure or use of all Information subject to this Agreement. Customer agrees not to contest the granting of such temporary restraining order. Such order shall become permanent upon adequate showing of irreparable injury and ruling by a court of law. The Parties may participate in any contest relating to a permanent injunction.

6. Upon the written request of Minnesota Power, the Customer shall return to Minnesota Power all documentation and electronic media containing Information and shall provide written certification that copies of all Information have been destroyed or returned.

7. Customer agrees that, without the prior written consent of Minnesota Power, it will not make any statement to any competitor, customer or other third party with respect to the Information exchanged hereunder or regarding the Project itself.

8. In further consideration of Minnesota Power disclosing its Information hereunder, Customer agrees that it will not use the Information for any third-party's benefit or in providing services to third parties (which shall specifically include any wholesale or retail customer served by Minnesota Power).

9. This Agreement shall be effective for a term of _____ () years from the day first written above. Notwithstanding the Parties entering into any further agreement or arrangement, or any other event or occurrence, the provisions of this Agreement relating to nondisclosure (including the provisions relating to the breach of this Agreement) or use of the Information shall remain in full force and effect for _____ years or as long as the Information is confidential and non-public, whichever is less, unless otherwise agreed to in writing by the Parties hereto.

10. If one or more of the sections or parts hereof are found to be unenforceable, illegal, or contrary to public policy or are in some other manner declared to be unenforceable by a court of competent jurisdiction, this Agreement shall remain in full force and effect except for that paragraph or portion thereof determined to be unenforceable.

11. Nothing contained in the Agreement shall be construed as granting any rights under any patent, trademark or copyright, by license or otherwise, protecting any Information subject to this Agreement, and that this Agreement does not create a partnership, joint venture or other legal relationship between the Parties. The construction, interpretation and performance of this Agreement, and all transactions under it, shall be governed by the laws of the State of Minnesota, without regard to Minnesota law governing conflict of laws, even if one or more of the Parties hereto may be a resident of, or domiciled in, any other state or country.

12. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, representatives and assigns. This Agreement constitutes the entire agreement between the Parties. Customer and Minnesota Power acknowledge and agree that no other statements, representations, agreements or warranties, except those outlined herein, apply to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year first above written.

Minnesota Power

Customer

By _____

By _____

Its _____