



Confidentiality Agreement

This Agreement dated _____, is between Black Hills Power, Inc., as Joint Tariff Administrator for Transmission Provider, on behalf of Black Hills Power, Inc., Powder River Energy Corporation, and Basin Electric Power Cooperative, 409 Deadwood Avenue, Rapid City, South Dakota 57702, collectively referred to as the Transmission Provider, and

Name

Address

City

State

Zip Code

1. **Confidential Information.** Black Hills Power, Inc. will disclose and make available to the Customer certain Confidential Information for the Customer's use. The term "Confidential Information" as used herein shall mean all information, data, and knowledge (whether in the form of documents or other written material, electronic, or magnetic recording or memory, know-how, or otherwise) that is delivered or disclosed by Black Hills Power, Inc., or any of its officers, directors, partners, members, employees, agents, affiliates, or shareholders to you marked "Confidential" or with words of similar import. The term "Confidential Information" shall not include information, data, or knowledge, as shown by written records, that (i) was in the Customer's possession prior to, or (ii) was in the public domain prior to, or (iii) entered the public domain through no violation of this agreement after, disclosure to the Customer; provided such term shall include analyses, compilations, interpretations, studies, and evaluations of such information, data, and knowledge, generated or prepared by or on behalf of Black Hills Power, Inc., or (iv) is independently developed by the Customer. The term "document," as used herein, shall include and not be limited to any writing, letter, memorandum (internal or otherwise), tape, disk, or other electronic or magnetic recording, chart, graph, blueprint, picture, and financial statements or data.
2. **Use of Confidential Information.** The Customer agrees (i) to keep the Confidential Information confidential, (ii) not to disclose the Confidential Information to any entity or person except as permitted under paragraph 3 below.
3. **Disclosure of Confidential Information.** The Customer agrees to disclose the Confidential Information only to those officers, employees, agents, attorneys, and other representatives who must have the Confidential Information to perform work for the Customer.

Nothing contained herein shall be deemed to prevent disclosure of any of the Confidential Information if, in the opinion of the Customer's legal counsel, such disclosure is legally required to be made in a judicial, administrative, or governmental proceeding pursuant to a valid subpoena or other applicable order; provided, however, the Customer shall give Black Hills Power, Inc., at least ten days prior written notice (unless less time is permitted by the applicable proceeding) before disclosing any of the Confidential Information in any such proceeding and, in making such disclosure, the Customer shall take all reasonable efforts to preserve the confidentiality of the Confidential Information, including efforts to obtain protective order and to support Black Hills Power, Inc., in intervention.

4. **Copies of Documents.** The Customer agrees not to make or produce any copies of any document (or any portion thereof), which is part of the Confidential Information other than as required for internal distribution to appropriate persons as set forth in Paragraph 3 above.
5. **Return of Documents.** The Customer agrees, at the request of Black Hills Power, Inc., to return to Black Hills Power, Inc., all documents which have been delivered or disclosed to the Customer, or which the Customer has obtained, as part of the Confidential Information, and to destroy, and certify to Black Hills Power, Inc., in writing that the Customer has destroyed, all other related documents, including without limitation, all documents prepared by the Customer or others utilizing any Confidential Information.
6. **Legal Remedy.** The Customer agrees that if this Agreement is breached, the remedy at law may be inadequate; accordingly, without limiting any other remedy available at law or in equity, an injunction, specific performance, or other forms of equitable relief or money damages or any combination thereof shall be available. Black Hills Power, Inc., shall be entitled to recover the cost of enforcing this agreement including, without limitation, any attorneys' fees. All rights, powers and remedies provided for herein are cumulative, and not exclusive, of any and all rights, power, and remedies existing at law or in equity, and Black Hills Power, Inc., shall, in addition to the rights, powers, and remedies herein conferred, be entitled to avail itself of all such other rights, powers, and remedies as may now or hereafter exist.
7. **Term.** The confidentiality obligation set forth in this Agreement shall be effective for two (2) years from the date of disclosure of confidential information as set forth above unless otherwise set forth by Black Hills Power, Inc., at Black Hills Power, Inc.'s sole discretion based upon the information.
8. **Binding Effect.** The agreement entered into by the Customer shall be binding on the Customer and its officers, directors, employees, agents, attorneys, accountants, and other representatives.
9. **Entire Agreement.** This is the entire agreement of the parties. It supersedes all prior agreements, understandings and representations regarding the subject matter herein. It may not be amended except in writing signed by the parties.

10. **Notice.** Notice is effective within three (3) days if sent by first-class mail; upon receipt if sent by fax or e-mail and delivery is confirmed by the recipient. The parties' respective information for notices is as set forth below:

If to Black Hills Power, Inc.

Black Hills Power, Inc.
409 Deadwood Ave
Rapid City, SD 57702
Mailing Address
PO Box 1400
Rapid City, SD 57709-1400

If to the Customer:

Attention: _____
Phone: _____
Fax: _____
Email: _____

Contact

FERC Tariff Administration & Policy Department
Black Hills Corp.
PO Box 1400
Rapid City, SD 57709-1400
(605) 721-2220
Transmissionservice@blackhillscorp.com