

Respondent Confidentiality Notice and Agreement

San Diego Gas & Electric Company (“Company”) considers the **2021-23 IRP Reliability Request for Offers – Energy Storage Systems (ESS)** (“RFO”), and all attachments, documents, and information related thereto, including, without limitation, information relating to customers, energy usage, electric loads, Company facilities (including, without limitation, circuit and substation locations thereof) and/or business plans (collectively, “Confidential Information”) to be confidential and proprietary. Additionally, Confidential Information shall include any data in GIS format pertaining to SDG&E’s electric and gas infrastructure, including shapefiles for structures, biological and cultural resources survey shapefile data, geotechnical reports, tieline layers and access roads, electric pole locations and any other information of a confidential nature (“GIS Data”). By signing this Confidentiality Notice and Agreement (“Agreement”), Respondent hereby represents and warrants that all Confidential Information supplied to Respondent by Company shall be considered and treated as confidential and shall not be provided or disclosed to any third parties without express written permission from Company, except that Respondent may disclose Confidential Information to Respondent’s own affiliates, employees and consultants who require access to the RFO in the preparation of a proposal and have agreed to keep such Confidential Information confidential consistent with the requirements of this Agreement. Respondent shall exercise the same degree of care to protect the confidentiality of the Confidential Information as it would exercise in protecting its own similar confidential information. Respondent further agrees to destroy (and certify such destruction) or return, on Company’s request, all Confidential Information following the conclusion of the RFO. Respondent shall be liable for any actions by its employees, contractors, subcontractors or any party under its control that is inconsistent with such obligations. Excluded from these confidentiality requirements is any Confidential Information which: (a) is now available to the general public or later become available to the general public without fault of the Respondent, or (b) is hereafter furnished to Respondent by a third party as a matter of right and without restriction of nondisclosure, or (c) is required to be disclosed by legal process or governmental or regulatory authority, or (d) was in the rightful possession of Respondent or was disclosed to Respondent prior to receipt of this RFO without obligation of confidentiality. Notwithstanding the return or destruction of all or any part of the Confidential Information, the terms of this Agreement shall nevertheless remain in full force and effect with respect to specific Confidential Information until the date that is five (5) years after the date of disclosure of such Confidential Information, provided, however, that, with respect to GIS Data, the terms of this Agreement shall remain in full force and effect in perpetuity.

Respondent hereby acknowledges and understands that all proposals, responses, inquiries or correspondence relating to or in reference to this RFO, and all reports, charts, displays, schedules, exhibits and other documentation produced by Respondents will, when received by Company, become the property of Company and will not be returned to Respondent.

Respondent hereby acknowledges and understands that Company may be required to disclose Respondent’s price quotes provided by Respondent as part of the RFO process as required by subpoena or other legal process or upon request by governmental or regulatory authorities (including their staffs), including but not limited to the California Public Utilities Commission, provided that Company shall seek confidential treatment of such price quotes under California Public Utilities Code Section 583 and California Public Utilities Commission General Order No. 66-C to the extent applicable. Company cannot guarantee that such treatment will be granted, but shall use commercially reasonable efforts to obtain it. All other Respondent information shall not be subject to any confidentiality obligation, even if marked to such effect in Respondents’ RFO responses. Respondents should not submit information containing its or any third party’s trade secrets or other proprietary or confidential information (as defined in California’s Uniform Trade Secrets Act or otherwise) (“Trade Secrets”). Company may enter into mutual nondisclosure agreements with Respondents selected for further participation in transactions that are the subject matter of this RFO, but Company is not agreeing to such an arrangement at this time. By signing below, Respondent represents that all information submitted to Company as part of the RFO is not a Trade Secret of Respondent or any third party. This Agreement shall supersede any existing nondisclosure or confidentiality agreement or arrangement between the parties with respect to the subject matter of the RFO.

IN WITNESS WHEREOF, the parties acknowledge and agree to all terms and conditions of this Confidentiality Notice and Agreement.

Respondent: _____

SDG&E

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____