

NORTHERN TIER TRANSMISSION GROUP CONFIDENTIALITY AGREEMENT

This Northern Tier Transmission Group Confidentiality Agreement (this “**Agreement**”), is entered into by the entity set forth below (“**Data Recipient**”) and is effective upon the date signed for the benefit of each entity (a “**Disclosing Entity**”) that submits certain non-public information, which is defined below as “Confidential Information,” into the local or regional transmission planning/cost allocation process(es) of the Northern Tier Transmission Group (“**NTTG**”) in accordance with Attachment K of the Open Access Transmission Tariffs of the participating transmission providers of NTTG (the “**Process**”). Data Recipient intends to participate in the Processes’ technical workgroup (the “**Workgroup**”), which is tasked with receiving and evaluating such non-public information. In connection therewith, Data Recipient may receive valuable proprietary information relating to Disclosing Entity’s operations and businesses. Data Recipient and Disclosing Entity would like to protect the confidentiality of, maintain Disclosing Entity’s rights in, and prevent the unauthorized use and disclosure of, such information provided by Disclosing Entity. Accordingly, each Data Recipient agrees as follows:

1. Confidential Information

As used in this Agreement, non-public information means materials customarily treated by the Disclosing Entity as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, may subject the Disclosing Entity or its customers to risk of competitive disadvantage or other business injury (collectively, the “**Confidential Information**”). Confidential Information disclosed under this Agreement is limited to any non-public information disclosed by Disclosing Entity and directly related to project construction costs or project financing. The Disclosing Entity bears the burden to properly identify any Confidential Information.

2. Exclusions

Confidential Information does not include any information outside the definition in Section 1 above. Confidential Information also does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been lawfully known to Data Recipient on a non-confidential basis at the time of its receipt from Disclosing Entity, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, (iv) can be shown by documentation to have been independently developed by Data Recipient without reference to any Confidential Information, or (v) is approved for disclosure or release by the Data Recipient as shown through written authorization of the Disclosing Entity.

3. Authorized Individuals

Data Recipient shall provide access to Confidential Information only to its employees or contractors (“**Individuals**”) that are assigned to represent the Data Recipient on the Workgroup and direct supervisors of such Individuals. Each Data Recipient represents and warrants that it will not allow an Individual that it has classified as a “Marketing Function Employee,” as defined in 18 C.F.R. §358.3(d), to have access to Confidential Information. Before providing an Individual with access to Confidential Information, Data Recipient shall obtain the Individual’s signature on the Individual Certificate set forth in Exhibit A.

4. Use of Confidential Information

Data Recipient may use Confidential Information only in connection with its role and responsibilities as part of the Workgroup. Data Recipient may not use Confidential Information for any other purpose whatsoever, except with Disclosing Entity’s prior written consent. Data Recipient will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use

of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature, and compliance with business practices related to confidential information adopted by the participating transmission providers of NTTG.

5. Disclosures to Governmental Entities

Data Recipient may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that Data Recipient (i) gives Disclosing Entity prior written notice sufficient to allow Disclosing Entity to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

6. Ownership of Confidential Information

All Confidential Information will remain the exclusive property of Disclosing Entity. Disclosure of Confidential Information under this Agreement by an employee, agent, contractor, or other representative of Disclosing Entity will not constitute an express or implied grant or license to Data Recipient of any rights to or under Disclosing Entity's patents, copyrights, trade secrets, trademarks, or other intellectual property rights.

7. Notice of Unauthorized Use

Data Recipient will notify Disclosing Entity immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Data Recipient will cooperate with the Disclosing Entity in every reasonable way to help the Disclosing Entity regain possession of such Confidential Information and prevent its further unauthorized use.

8. Destruction of Confidential Information

Upon request from the Disclosing Entity, Data Recipient will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) unless dispute resolution has been initiated regarding any portion of the Regional Transmission Plan relating to the Confidential Information. Data Recipient's failure to destroy or return electronic copies of materials containing or reflecting Confidential Information that are automatically generated through data backup, archiving, and/or similar systems shall not be deemed to be a violation of this Agreement, so long as the Confidential Information is not disclosed or used in violation of the other terms of this Agreement. At Disclosing Entity's option, Data Recipient will provide written certification of its compliance with this Section.

9. Scope; Termination

This Agreement is intended to cover Confidential Information received by Data Recipient subsequent to the date hereof. This Agreement automatically will terminate upon the completion or termination of the NTTG biennial planning cycle in which Disclosing Entity submitted the Confidential Information; provided, however, that the termination of this Agreement and the return or destruction of Confidential Information in accordance with this Agreement shall not affect any of the Data Recipient's obligations with respect to disclosure or use of the Confidential Information, which shall survive termination.

10. Waiver

Any failure by the Disclosing Entity to enforce Data Recipient's strict performance of any provision of this Agreement will not constitute a waiver of the Disclosing Entity's right to subsequently enforce such provision or any other provision of this Agreement.

11. Severability

If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect. In lieu of each clause or provision of this Agreement that is invalid, there be added, as a part of this Agreement, a clause or provision as similar in terms to such invalid clause or provision as may be possible and be legal, valid, and enforceable.

12. No Partnership

Nothing contained in this Agreement shall be construed as creating a partnership or joint venture of or between the Parties.

13. Survival

The provisions of this Agreement that reasonably may be interpreted as surviving cancellation, termination, or expiration of this Agreement shall survive the cancellation, termination, or expiration of this Agreement.

14. Applicable Law and Venue

This Agreement shall be governed by the laws of the state of the principle place of business of the Data Recipient. In the event of a dispute under this Agreement, venue may be asserted in either the county of the Data Recipient's principal place of employment or in the county in which the Data Recipient's principle office is located. This Agreement may be executed by facsimile and in counterpart copies.

15. Waiver of Trial by Jury

DISCLOSING ENTITY AND DATA RECEIPTENT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY MATTER ARISING HEREUNDER OR THEREUNDER IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO DISCLOSING ENTITY'S DISCLOSURE OF CONFIDENTIAL INFORMATION AND DISCLOSING ENTITY ENTERING INTO THIS AGREEMENT.

16. Notice

All notices hereunder will be given in writing, will refer to this Agreement, and will be sent via electronic mail with confirmation from the recipient that it was received. Any notice required to

be personally delivered to Disclosing Entity or Data Recipient shall be sent by overnight courier, receipted facsimile transmission, or registered or certified mail (return receipt requested). Notices to Data Recipient will be delivered to the address set forth below its signature at the end this Agreement. Notices to Disclosing Entity will be delivered to the address provided by Disclosing Entity on its Sponsor Qualification Data Form on file with NTTG. Any party may from time to time change such address by giving the other party notice of such change in accordance with this Section.

17. Integration

This Agreement (including its exhibit and the implementing business practices referred to in the Agreement) constitutes the entire agreement of the Disclosing Entity and the Data Recipient. Covenants or representations not contained or incorporated therein shall not be binding upon them. No representations, inducements, promises or agreements, oral or written, have been made by either of them, or anyone acting on behalf of either of them, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Agreement.

Data Recipient has executed this Agreement as of the ____ day of _____, 20__.

DATA RECIPIENT

By	_____
Printed Name	_____
Title	_____
Entity	_____
Address	_____

Fax No.	_____
Phone No.	_____
Email	_____
Address	_____

Exhibit A

**NORTHERN TIER TRANSMISSION GROUP
CONFIDENTIALITY AGREEMENT**

Individual Certificate

By placing my signature below, the undersigned acknowledges that I: (a) received a copy of the Northern Tier Transmission Group Confidentiality Agreement (the “**Agreement**”) and Confidential Information Procedures (the “**Procedures**”), (b) read the Agreement and Procedures before signing, (c) had my questions about my responsibilities under the Agreement and Procedures answered before signing, and (d) understand who to direct questions to should they arise in the future.

By	_____
Printed Name	_____
Title	_____
Entity	_____
Address	_____

Fax No.	_____
Phone No.	_____
Email	_____
Address	_____