

**CONFIDENTIALITY
AND NON-DISCLOSURE AGREEMENT**

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is made effective as of the ___ day of _____ 200_ by and between PORTLAND GENERAL ELECTRIC COMPANY (“PGE”), having its principal office at 121 SW Salmon Street, Portland, Oregon 97204 and _____ (“Counterparty”), having its principal office at _____. Throughout this Agreement PGE and Counterparty may sometimes be individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, PGE is in the process of acquiring electricity resources to fulfill certain electricity resource needs, and pursuant thereto has filed an Integrated Resource Plan (IRP) with the Oregon Public Utility Commission (OPUC), and will issue a Request For Proposals (RFP) to fulfill those resource needs; and

WHEREAS, the Parties desire to investigate the possibility of executing a transaction (the Transaction) to meet some of PGE’s needs; and

WHEREAS, in order to pursue that possibility, PGE and Counterparty will provide to each other certain information which the providing Party considers to be proprietary and confidential.

NOW THEREFORE, the Parties agree as follows:

The disclosure of confidential information pursuant to this Agreement is subject to the following conditions and limitations:

1. As used herein, “Confidential Information” means all oral or written non-public, confidential or proprietary information given or otherwise delivered by one Party (hereinafter the “Disclosing Party”) to the other Party (hereinafter the “Receiving Party”), designated in writing or stamped as “confidential” at the time of delivery to the Receiving Party or its directors, officers, employees, representatives, advisors, contractors or agents (collectively, “Representatives”), by the Disclosing Party or its Representatives, together with analyses, compilations, studies, notes or other documents prepared by the Receiving Party or its Representatives which contain or reflect Confidential Information; provided, however, that oral information that is not confirmed as Confidential Information in writing within two (2) business days of disclosure to the Receiving Party shall not be considered Confidential Information under this Agreement; provided further that such confirming writing shall state with particularity the oral information disclosed, the identity of the Disclosing Party’s Representative who made the oral disclosure, the identity of the Receiving Party’s Representative who received the oral information, and the date, time and place of said disclosure. Confidential Information does not include information which (a) is, or becomes, publicly available, other than through the wrongful act of the Receiving Party; (b) was in the possession of the Receiving Party prior to receipt from the Disclosing Party, (c) is independently developed by the Receiving Party, provided that it was

not derived from any Confidential Information received from the Disclosing Party, or (d) information that was obtained by the Receiving Party from a third person who, insofar as is known to the Receiving Party, is not prohibited from transmitting the information by a contractual, legal or fiduciary obligation.

2. The term “person” as used in this Agreement, shall be interpreted broadly to include, without limitation, any corporation, company, entity, partnership, group, regulatory agency, or other governmental entity, or individual.

3. Except as otherwise required by law, rules or regulations, the Receiving Party agrees that it will, in the same manner as it protects its own confidential information, hold in trust and confidence and not disclose any Confidential Information to any person not authorized in paragraph 4 of this Agreement.

4. The Receiving Party agrees that the Confidential Information will not be used for any purpose other than in connection with the Transaction. The Receiving Party will restrict access to Confidential Information to such of its Representatives who have a need to know as is reasonably necessary for the purposes described herein. Each such recipient of Confidential Information shall be informed by the Receiving Party of its confidential nature, and shall be directed to treat such information confidentially and shall agree to abide by the provisions of this Agreement. In any event, the Receiving Party shall be responsible for any breach of this Agreement by any person to whom it discloses Confidential Information, other than disclosures pursuant to paragraph 5 of this Agreement.

5. In the event that the Receiving Party is required by subpoena, oral deposition, interrogatories, request for production of documents, administrative order, process or otherwise, to disclose any Confidential Information, the Receiving Party shall give the Disclosing Party notice of same as soon as reasonably practicable so that the Disclosing Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. If, in the absence of a protective order or waiver, the Receiving Party is compelled to disclose any Confidential Information, the Receiving Party may make such disclosure without any liability under this Agreement, and to the extent permissible, will give the Disclosing Party prior notice of such disclosure. PGE may disclose Confidential Information to the staff of the OPUC pursuant to that certain Modified Protective Order (Order No. 07-440, as clarified by Order No. 07-474), dated October 16, 2007 under this Section 5. In addition, PGE may disclose Confidential Information to the Energy Trust of Oregon and to the Independent Evaluator retained by PGE and approved by the OPUC for the RFP pursuant to this Section 5.

6. Neither Party is obligated by this Agreement to enter into any negotiations or any transaction. Each Party will bear its own costs and expenses, including legal fees and fees of any advisors and the costs incurred by it in the development of appropriate documentation with respect thereto. The Parties agree that no joint venture, partnership or other fiduciary relationship shall be deemed to exist or arise between them as a result of this Agreement.

7. The Receiving Party understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that the Disclosing Party shall be entitled

to injunctive relief as well as reimbursement by the Receiving Party for legal and other expenses as a remedy for any such breach, including expenses for any appeal therefrom or review thereof so long as the Disclosing Party prevails. Such remedy shall not be deemed to be the exclusive remedy for the breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

8. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

9. This Agreement constitutes the entire agreement of the Parties with respect to the matters contained herein, and supersedes all prior understandings or agreements, written or oral, on these matters. No waiver or amendment of this Agreement shall be effective unless it is in writing and signed by both Parties.

10. The confidentiality obligations of this Agreement shall remain in effect for two (2) years from the date hereof.

11. This Agreement shall be governed by and construed under the laws of the State of Oregon without regard to its conflicts-of-laws rules or principles. With respect to any suit, action or proceedings relating to this Agreement (the "Proceedings"), each Party irrevocably submits to the exclusive jurisdiction of the courts of the State of Oregon and the United States District Court located in Multnomah County, Oregon and irrevocably waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such Party. Nothing in this Agreement precludes either Party from enforcing in any jurisdiction any judgment, order or award obtained in any such court.

12. PGE AND COUNTERPARTY WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN PGE AND COUNTERPARTY ARISING OUT OF THIS AGREEMENT OR OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their duly authorized representatives, effective as of the day first above written.

PORTLAND GENERAL ELECTRIC
COMPANY

(COUNTERPARTY)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____