

CONFIDENTIALITY
AND
NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (this “Agreement”), dated as of _____, is between Gulf Coast Electric Cooperative, Inc. (“Company”), and _____, (“Recipient,” and, collectively with Company, the “Parties”).

Recipient desires to obtain certain Confidential Information and generate Derivative Information (both as defined below) relating to Company and to its affiliates and their businesses for the purposes of determining whether or not Recipient will enter into a business transaction with Company (the “Purpose”). Company has agreed to make the information available to Recipient upon the terms and conditions set forth herein. Both Parties desire to protect such Confidential Information in the event a business relationship is formed pursuant to **RFP No. TAFB.2026.02**.

1. Confidential Information and Derivative Information.

The term “Confidential Information” as used in this Agreement shall mean all non-public documents of any type, written or electronic materials, computer hardware or software, information, data, knowledge, trade secrets, know-how, business plans, customer details including goodwill, product pricing details, financial or accounting records, pending patents, inventions, trade secrets, policies and procedures, analyses, evaluations, assessments, reports, specialized training or skill or other similar tangible or intangible property (all of the foregoing in whatever form and however communicated) disclosed to Recipient by Company, its affiliates or any of their officers, directors, members, employees, agents, consultants on or after the date hereof in connection with the Purpose or Recipient’s evaluation of a possible transaction with Company. It shall also include any exchange of information and/or strategy, written or discussed, between the Parties.

The term “Derivative Information” as used in this Agreement shall mean any summaries, notes, analyses, compilations, studies, or other written or electronic records prepared by Recipient that contain or otherwise reflect or have been generated or derived, wholly or in substantial part, from Confidential Information for any other party.

The terms “Confidential Information” and “Derivative Information” shall not include information that (a) was in Recipient’s possession prior to disclosure to Recipient or thereafter becomes available to Recipient or any of its Representatives (as defined below) from a source other than Company, provided that such source is not known to Recipient to be bound by a confidentiality agreement with Company, (b) was in the public domain prior to disclosure to Recipient, (c) lawfully enters the public domain after disclosure to Recipient through no violation of this Agreement by Recipient, or (d) is or was independently developed by Recipient or any of its Representatives without using Confidential Information and without otherwise violating its obligations hereunder. If only a portion of any Confidential Information or Derivative Information falls within any of the foregoing exceptions, the remainder shall continue to be subject to the prohibitions and restrictions set out in this Agreement.

To the extent possible, anything disclosed by Company to Recipient that is subject to this Agreement shall be marked or labeled “CONFIDENTIAL” or in some other similar manner. In all cases if there is any question regarding whether anything disclosed by any party should be considered Confidential Information but is not so marked or labeled as such, including for all oral communications or visual observations, such disclosures shall be considered Confidential Information notwithstanding the absence of such marking or labeling or its communication orally or visually.

2. Use of Confidential Information.

Recipient agrees that the Confidential Information and Derivative Information will be used solely for the Purpose and for no other purpose. The Agreement and the disclosure of Confidential Information and the generation of Derivative Information shall not provide Recipient with any express or implied right or license to use the Confidential Information or Derivative Information other than for the Purpose.

3. Disclosure of Confidential Information.

Subject to any exceptions in this Agreement, Recipient agrees to keep the Confidential Information and any Derivative Information confidential and not to disclose the Confidential Information or Derivative Information to any person or entity other than (a) such Recipient’s affiliates, potential financing sources or co-investors, advisors of any of the foregoing (including, without limitation, consultants, attorneys, accountants, bankers, or financial advisors), and its and their respective directors, officers, partners, members, employees, and agents (collectively, but only to the extent the foregoing receive Confidential Information or Derivative Information, “Representatives”) who have been informed about the existence of this Agreement, and (b) such other persons as Company hereafter agrees in writing may receive such Confidential Information or Derivative Information. Recipient shall be responsible and liable for any use or disclosure of the Confidential Information or Derivative Information by its Representatives in breach of this Agreement.

4. Legally Required Disclosures.

In the event that Recipient or any of its Representatives are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or by law, regulation, professional standard, governmental proceeding, or stock exchange rule) to disclose any of the Confidential Information or Derivative Information, Recipient shall (to the extent not prohibited by law or regulation and to the extent reasonably practical) provide Company with notice of such request or requirement as promptly as practicable prior to disclosure and shall reasonably cooperate with Company, at Company’s sole cost, so that Company may seek a protective order or other appropriate remedy or, if it so elects, in its sole and absolute discretion, waive compliance with the terms of this Agreement.

5. Representations and Warranties.

Company specifically disclaims and makes no representation or warranty, expressed or implied, as to the accuracy, completeness, usefulness, or reliability of the

Confidential Information or any portion thereof (except in the case of fraudulent or willful misrepresentation).

6. Return and Protection of Information.

Except as prohibited by law or regulation, Recipient agrees to return to Company or destroy, within five (5) business days after a written request by Company, all Confidential Information delivered or disclosed to and all Derivative Information generated by Recipient, or which Recipient has obtained, and to destroy all other related information, including, without limitation all documents prepared others utilizing or relating to any portion of the Confidential Information. It is understood and agreed that: (a) to the extent that computer systems used by Recipient or its Representatives may automatically back-up any Confidential Information or Derivative Information in the ordinary course, Recipient or its Representatives may retain such copies in their respective archival or back-up computer storage for the period such entity normally archives backed-up computer records and (b) Recipient or its Representatives are not required to return or destroy Confidential Information or Derivative Information that must be retained in compliance with applicable laws, including stock exchange regulations or by governmental order, decree, regulation, or rule.

Recipient shall store Confidential Information and Derivative Information properly and shall secure and ensure that appropriate physical, technological, and organizational measures are in place to protect Confidential Information and Derivative Information against unauthorized or unintended access, use, or disclosures. At a minimum, Recipient shall use commercially reasonable efforts to safeguard Confidential Information received or Derivative Information generated.

7. Legal Remedies.

Recipient acknowledges that the restrictions in this Agreement are reasonable and necessary to protect the business interests of each party. Further, Recipient acknowledges that the unauthorized disclosure (publicly or to third parties) of Confidential Information or Derivative Information, or the material breach of this Agreement, may cause serious and irreparable damage and harm to Company. Recipient agrees that if this Agreement is breached, or if a breach hereof is threatened, the remedy at law may be inadequate, and therefore, without limiting any other remedy available at law or in equity, Company shall be entitled to seek an injunction, restraining order, specific performance, and other forms of equitable relief. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other for any indirect, special, punitive, exemplary, or consequential damages (including, but not limited to, damages for lost production, lost revenue, lost product, lost profits, lost business, or business interruptions) as a result of a breach of this Agreement.

8. Severability.

If any provision of this Agreement is invalid or unenforceable in any jurisdiction, such provision shall be fully severable from this Agreement and the other provision hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed to carry out the provisions and intent hereof. The invalidity or unenforceability of such provision in any jurisdiction shall not affect the validity or

enforceability of such provision in any other jurisdiction, nor shall the invalidity or unenforceability of any provision of this Agreement with respect to any person or entity affect the validity or enforceability of such provision with respect to any other person or entity.

9. Dispute Resolution.

In the event of a dispute, claim, or other matter in question of any kind whatsoever between the Parties arising out of or related to the provisions and/or subject matter of this Agreement, or the breach, interpretation, or performance thereof, the Parties shall first attempt to resolve such dispute by good faith negotiations, and, if such negotiations have continued for a period of not less than 14 days and are unsuccessful, such dispute, claim, or other matter shall be submitted by the Parties to arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association. The location of the arbitration hearing shall be in Gulf County, Florida, unless otherwise mutually agreed on by the Parties. This provision to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Assignment and Transfer.

Neither party may assign, pledge, or otherwise transfer its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other party hereto.

11. Entire Agreement.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter thereof and supersedes all negotiations, prior discussions, or prior agreements and understandings relating to such subject matter. Neither this Agreement nor the parties' performance hereunder shall be deemed to create any special relationship or obligations between the parties other than those expressly set forth herein, and no implied covenants shall apply to this Agreement other than those of good faith and dealing; and nothing contained herein shall oblige either party to enter into any transaction.

12. Term.

This Agreement shall remain in effect for a period of two years from the date hereof, unless terminated in writing by Company with 30 days advance notice to Recipient, after which it will automatically terminate; provided, however, that the Parties may mutually agree, in a writing signed by each party, to extend the Agreement.

13. Notices.

Notices from one party to the other party shall be effective upon receipt (which shall not be presumed upon electronic confirmation thereof) when transmitted to the other party by mail or email message as provided below:

Company: Gulf Coast Electric Cooperative, Inc.
Mr. John Bartley
722 W. Hwy 22, Wewahitchka, FL 32465
jbartley@gcec.com

Recipient: Contractor Name: _____
c/o Name: _____
Address: _____
Email Address: _____

14. Miscellaneous.

This Agreement may not be altered or amended, nor may any rights hereunder be waived, except by an instrument in writing and executed by each of the parties hereto. No waiver of any term, provision, or condition of this Agreement shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition, or as a waiver of any other term, provision, or condition hereof. The organization of and the headings used in this Agreement shall be given no weight when interpreting or applying this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

Gulf Coast Electric Cooperative, Inc.

By: _____
Title: _____

Recipient: _____

By: _____
Title: _____