

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is made as of November 20, 2024, by and between Public Service Company of New Hampshire, d/b/a Eversource Energy (“Company”), and the Daymark Energy Advisors (“Daymark” or “Recipient”) working on behalf of the New Hampshire Public Utilities Commission (“Commission”), either of which may also hereinafter be separately referred to as a "Party" or together as the "Parties".

WHEREAS, the Company has filed a request for change in base distribution rates (“Rate Case”) with the Commission for the purpose of addressing the Company’s revenue deficiency and a proposal for a performance-based ratemaking (“PBR”) plan, among other things, and which the Commission has docketed as Docket No. DE 24-070; and

WHEREAS, the Recipient is a consulting firm under contract with the Commission; and

WHEREAS, the Recipient may seek or obtain, either directly or indirectly, proprietary, confidential, and sensitive non-public information pertaining to the Company’s analyses or proposals or those of the Company’s consultants or experts as part of Docket No. DE 24-070; and

WHEREAS, the Company desires to maintain the confidential nature of the information that may be obtained by the Recipient and shall seek appropriate confidential treatment by the Commission.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information. “Confidential Information” shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, visual or other), which is disclosed by the Company to the Commission, the New Hampshire Department of Energy, or any other party or participant in Docket No. DE 24-070, and which the Company identifies as confidential irrespective of whether the information is produced by the Company or by its own consultants or experts in connection with Docket No. DE 24-070. Confidential Information includes any reports, analyses, notes or other information that contain or reflect any such Confidential Information; however, Confidential Information shall not include information that:

(a) is or becomes publicly available other than as a result of a violation of this Agreement;

(b) is or becomes available on a non-confidential basis from a source which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation;

(c) the Recipient can demonstrate was legally in its possession prior to disclosure by the other Party;

(d) is independently developed by the Recipient from information not defined as Confidential Information in this Agreement; or

(e) is disclosed to the Recipient and, at the time of such disclosure or thereafter, the Company states that it is not Confidential Information.

2. Nondisclosure and Use of Confidential Information. Confidential Information shall be held in trust and strict confidence by the Recipients and their respective principals, employees, shareholders, partners, owners, representatives, consultants, and experts and shall be protected appropriately by all of such firms and individuals. Confidential Information shall not be used for any purpose other than the analysis necessary for the deliberation of the Commission and Recipient's consultation in Docket No. DE 24-070, or a summary report of the Recipient in Docket No. DE 24-070. Any portions of resulting reports containing Confidential Information shall be clearly labeled as Confidential and treated as such by the Recipient in any submissions to the Commission. Any and all such Confidential Information shall not be disclosed without prior consent of the Company and the Company shall file an appropriate motion for protective order with the Commission regarding the Confidential Information at issue, if any Confidential Information is intended to be shared publicly to the docket. Recipient shall require all of its principles and employees having access to the Confidential Information to be bound by the terms of this Agreement and Recipient shall be responsible for any breach of this Agreement by its principles or employees. All documents containing unredacted Confidential Information subject to this Agreement shall not be considered governmental records or public records under RSA 91-A.

3. Required Disclosure. Although it is understood that Recipient will review the Confidential Information, any information reviewed by Recipient and cited in any ensuing testimony or reports shall continue to be considered Confidential Information. In the event that Recipient is requested or required by legal or regulatory authority to disclose any Confidential Information received from the Company or its experts or consultants, Recipient shall promptly notify the Company of such request or requirement prior to disclosure so that the Company may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the event that a protective order or other remedy is not obtained, or the Company waives compliance with the provisions hereof, Recipient agrees to furnish only that portion of the Confidential Information that it reasonably determines is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

4. Remedies. The Parties agree that monetary damages would not be a sufficient remedy for any breach of this Agreement and that the Company shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement but shall be in addition to all other rights and remedies available at law or in equity.

5. Return of Confidential Information. Upon the conclusion of Docket No. DE 24-070, including any related appeals, all Confidential Information, including all copies of same (except for those portions of the Confidential Information that consist of analyses, forecasts, studies or other documents prepared by Recipient or its experts, advisors, agents, subcontractors or lenders) shall be returned to the Company or destroyed, at the option and instruction of the Company.

6. No Other Agreement. It is understood that this Agreement is not intended to, and does not, obligate any Party to enter into any further agreements or to proceed with any other possible relationship or transaction.

7. No License. It is understood that nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed.

8. Amendment. Any amendment to this Agreement must be in writing and signed by an authorized representative of each Party.

9. No Assignment. This Agreement may not be assigned by any Party unless prior written consent is obtained, however, any Party may assign this Agreement (including the right to enforce its terms) to a parent or subsidiary at its sole discretion without consent.

10. Non-Waiver. The waiver of any provision of this Agreement shall not constitute or be construed as a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Hampshire without regard to its conflict of laws provisions. Each Party consents to the jurisdiction and venue of the competent state and federal courts located in New Hampshire for any action brought under this agreement. The preceding shall not apply to a party seeking to enforce a judgment in another court, venue, or jurisdiction.

12. Entire Agreement. This Agreement constitutes the full and entire agreement between the Parties regarding the confidentiality of Confidential Information.

13. Counterparts. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

DAYMARK ENERGY ADVISORS

By: _____

Printed Name: _____

Title: _____

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE ENERGY

By:  _____

Printed Name: Douglas P. Horton

Title: Vice President, Distribution Rates and Regulatory