



CONFIDENTIALITY AGREEMENT

WHEREAS, _____ (hereinafter referred to as "Credentials and Elections Committee Member") has been elected to the Credentials and Elections Committee of Tri-County Electric Cooperative, Inc., a Texas corporation, (hereinafter referred to as "Company" and /or "Cooperative"); and,

WHEREAS, Credentials and Elections Committee, in connection with his/her election with the Company or Board of Directors may, in the course of scope of his/her duty, come into contact, have access to, or otherwise acquire confidential or proprietary information that might otherwise relate to the employees, their compensation, their medical conditions, Company projects, both present and anticipated, as well as Company strategies, plans, and proposals; and,

WHEREAS, the Company wishes to protect and preserve the integrity of its internal organization, as well as the privacy of each of its employees and directors; and,

WHEREAS, the undersigned, as a condition of his/her election to the Cooperative Credentials and Elections Committee acknowledges and agrees to be bound by this covenant not to use or otherwise disclose confidential information; and,

WHEREAS, the parties wish to memorialize the understanding and agreement between the Company and the Credentials and Elections Committee Member, and do hereby make the following agreement:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the continued election to the Credentials and Elections Committee, the undersigned Credentials and Elections Committee Member does specifically agree:

- a. Credentials and Elections Committee Member will not at any time during or following election, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Cooperative, its manner of operation, its plans, processes, or other data of any kind nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important.

b. Credentials and Elections Committee Members will not at any time during or following service on the Credentials and Elections Committee, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm or corporation in any manner whatsoever any personal or private information concerning any other Credentials and Elections Committee Member or employee that might otherwise be obtained through his or her election with the Company, including wage scales, medical condition or other information that would otherwise be considered personal to a Credentials and Elections Member or employee. It being the intent at all times to reserve and protect the personal and private lives of the Cooperative.

c. The parties stipulate that, as between them, the matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of the Cooperative and its goodwill, and that any breach of the terms of this section is material breach of his/her agreement.

d. Any breach of this covenant by the undersigned Committee Member shall be considered as an extremely serious matter by the Cooperative and shall be grounds for Board action.

Credentials and Elections Committee Member Signature

Date