

UNITED ELECTRIC COOPERATIVE SERVICES, INC.

POLICY NO. 4130

SUBJECT: MEMBER REQUESTS FOR COOPERATIVE INFORMATION

I. OBJECTIVE

To establish rules and procedures when a member requests Cooperative information.

II. POLICY

The Cooperative's responses to requests from members for Cooperative information shall be governed by the following rules and procedures:

- 1. The member must give the Cooperative written notice at least ten (10) business days before the date on which the member wishes to receive and/or review the information, with such notice including a clear description of information requested, and a fully completed and signed Member Information Request Form which is attached hereto and made a part of this policy. The Cooperative may accommodate requests for routine information within a shorter timeframe, if reasonably practicable. Routine information for the purposes of this policy shall include but not be limited to the following current information: rate schedules, rules and regulations, directors names, addresses & phone numbers, articles of incorporation, bylaws, published policies, published operating statistics compiled in report form and published newsletters, annual financial statements for the most recent year, and IRS Form 990 for the most recent year available. Requests for copies of information will be contingent upon the member's payment of a non-refundable deposit of some or all of the estimated charges related to the request.**

Notwithstanding any other provision to the contrary, inspection and distribution of the Cooperative's annual information return (I.R.S. Form 990) will be in compliance with federal regulations (26 CFR 31.6104(d)-1) to the extent applicable.

- 2. The request form as executed will be reviewed as soon as reasonably possible by the Cooperative. All requests for information, other than routine information, shall be reviewed by the General Manager, who, before acting thereon, will consult with the Cooperative's legal counsel as considered appropriate. If the General Manager determines that the request is for a proper purpose, the General Manager may provide for the time and manner for making such information available during normal business hours. Additionally, the General Manager may, upon review of a request, refer the matter to the Board of Directors for decision. Without regard to the action that is or may be taken in response thereto, the General Manager will report to each meeting of the Board of Directors with respect to member information requests received since the last report for other than routine information.**

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3. In general, for a request for information of the Cooperative to be considered to be for a “proper purpose” such request must, at a minimum, satisfy the following:
 - (a) be lawful and reasonably related and materially germane to a person’s interests as a member;
 - (b) not be adverse or inimical to the Cooperative;
 - (c) not be a request being used as harassment or to impede the management of the Cooperative
 - (d) not be in aid of a competitor of the Cooperative;
 - (e) not be a request for information of the type outlined in Section 4 of this policy.

4. Some information, because of its sensitive nature will not be made available unless required by applicable law. Types of information contemplated to be in this category are the following: (a) information, the disclosure of which would clearly have an adverse effect on the Cooperative’s finances; (b) personnel information, including, but not limited to, the hourly wages or salaries and fringe benefits of specific employees, and any employee’s personnel file or records, and any other person’s file or record, if and to the extent, such disclosure would reasonably be anticipated to violate applicable law or to otherwise be an invasion of such employee’s or other person’s privacy; (c) information, the non-disclosure of which is required by applicable law; (d) communications with the Cooperative’s attorneys; (e) information protected by attorney-client, work product, or other applicable privileges; (f) information considered confidential under copyright or patent laws; (g) trade secrets or information confidential by contract; (h) information, the release of which would tend to destroy the integrity of the bidding or negotiation process; and (i) information distributed to and/or discussed with or between the members of the board of directors in relationship to an executive session(s).

5. Subject to the limitations and requirements of this policy, including but not limited to those identified in paragraph 4 above, minutes of the board and board committees may be reviewed by the requesting member. Board and board committee minutes will not be copied as a whole for a requesting member; rather, the Cooperative will research and furnish such member copies of the minutes (or portions thereof) that contain or substantially relate to the information being sought in compliance with the above described criteria, including but not limited to the requirements and limitations in paragraph 4.

6. The Cooperative endeavors to safeguard the disclosure of its membership list, and considers its membership list to be confidential. Consequently, the membership list is not to be disclosed except as specifically provided in this policy or as specifically approved by the Board of Directors.

Provided that the member executes a Confidentiality and Non-Disclosure Agreement in the form attached hereto, a list of all Cooperative members dated

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no earlier than the date of the request, including the members' names and addresses in alphabetical order, or excerpts from such a list may be requested by a member by utilizing the Member Request For Information Form. If the purpose of such request is to (1) allow a candidate properly nominated for election to the Cooperative's Board of Directors to solicit the votes of Cooperative members, or (2) allow a member to solicit signatures on a petition for nomination of the requesting member as a qualified candidate for the next board of directors election, such shall be deemed a proper purpose and the list may be provided by the Cooperative, at the cost and expense of the requesting member, conditioned upon the requesting member's prior execution and delivery of the attached Confidentiality and Non-Disclosure Agreement.

III. RESPONSIBILITY

General Manger shall be responsible for the implementation and administration of this policy. It shall be the responsibility of the Board of Directors to implement this policy when information requests are submitted to it for consideration and decision as herein provided.

Adopted: 9-25-2000

Revised: 02-24-2020

Last Review: 01-07-2020

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MEMBER INFORMATION REQUEST FORM

NOTE: No information concerning the Cooperative, its members, personnel, directors, agents, employees or operations shall be made available unless the requesting member completely fills out and executes this Information form.

You will be asked to pay reproduction cost of \$(see below¹) per page, and \$(see below¹) per hour for labor and researching and making copies, as appropriate.

An estimate of the research and reproduction charges involved will be provided to you. If you decide to proceed with the request you will be asked to acknowledge this in writing, and the Cooperative will require a deposit of some or all of the estimated charges before proceeding with the research and/or reproduction.

It is important that you state the purpose for requesting the information since requests that do not state a proper purpose will be denied.

Any use of information for purposes other than stated on this Member Information Request Form or used in violation of any Texas, federal, or other applicable laws could result in the Cooperative, seeking or commencing legal action against the person(s) who requested and/or misuse such information.

REQUESTING MEMBER(S)' NAME(S), ADDRESS(ES) AND TELEPHONE NUMBER(S):

(Attach additional pages, if necessary.)

STATE SPECIFICALLY WHAT INFORMATION IS BEING REQUESTED:

¹ Management of the Cooperative will set and periodically review the charges applicable for reproduction costs and related labor and researching, and shall insert such rates in the above provided space in this form.

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STATE SPECIFICALLY WHY YOU WANT SUCH INFORMATION AND FOR WHAT USES:

MEMBER INFORMATION REQUEST FORM (Continued)

IF THE REQUEST IS BEING MADE ON YOUR OWN BEHALF PLUS THAT OF OTHERS, PLEASE STATE THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF THE OTHERS. (State only names of persons who have authorized you to request this information on their behalf):

(Attach additional pages, if necessary.)

IF YOU ARE REPRESENTED BY AN ATTORNEY IN THIS REQUEST, PLEASE STATE SUCH ATTORNEY'S NAME, BUSINESS AND TELEPHONE NUMBER:

Agreement: I, the undersigned current member of the Cooperative, United Electric Cooperative Services, Inc., hereby agree and represent that the information provided within this Membership Information Request is true and complete and that I will use the requested information only for the purpose(s) stated above, and that I will not permit any other person to use the requested information received by me for any other purpose. I will not sell the requested information. I will not give or loan the requested information to anyone. I will not duplicate or copy the requested information except as necessary for the stated purpose(s). I agree to pay the Cooperative all applicable costs and expenses. I further agree to indemnify and hold harmless the Cooperative against any and all claims and damages that may result from the use of the requested information for other than the stated purpose(s).

DATE: _____, 20 _____

Member's Signature: _____

Printed Name: _____

Date Signed: _____

Signature of Witness: _____

UNITED ELECTRIC COOPERATIVE SERVICES, INC.

Printed Name: _____
Address of Witness: _____
Phone No. of Witness: _____

MEMBER INFORMATION REQUEST FORM

(Continued)

ACTION TAKEN *

DATE: _____, 20__
SIGNED: _____
TITLE: _____

*To be completed by the Cooperative only.

Adopted: 9-25-2000
Revised: 02-24-2020
Last Review: 01-07-2020

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CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

By this Agreement _____ ("Recipient"), whose address is _____, a Member of United Electric Cooperative Services, Inc. ("Cooperative"), has requested that Recipient be provided certain non-public, confidential, or proprietary information by Cooperative, specifically a copy of the Membership List of Cooperative with a corresponding list of the Members' mailing addresses (the "Membership List"). This request was made by Recipient in a Cooperative's Request for Information Form dated _____, pursuant to United Policy No. 4130 (the "Request"). The Membership List is considered confidential non-public and/or proprietary information of Cooperative which is appropriate for special protection. As a consequence the Membership List shall not be used by Recipient in violation of this Agreement without the express written consent of Cooperative.

In consideration of being furnished with the Membership List and this Agreement, the Recipient covenants agrees that:

1. The Membership List will be kept confidential and will not, without the prior written consent of Cooperative, be disclosed by the Recipient in any manner whatsoever, in whole or in part, and will not be used by the Recipient directly or indirectly, for any purpose other than as stated in the Request, i.e. for _____.

Any use shall also comply with the requirements of the Request.

2. The Recipient will not, without prior written consent of Cooperative, release to anyone or make any statement to any third party, regarding the Membership List, except as may be necessary to comply with the requirements of any law, governmental order, or regulation.

3. If the Membership List is further copied by Recipient for any purpose, the Recipient will keep records of each location where the Membership List is kept. Recipient agrees to redeliver the Membership List promptly to Cooperative upon request and not to retain any copies, extracts or other reproductions, in whole or in part, of the Membership List. Recipient will at any time upon the request of Cooperative destroy or return all copies of the Membership List immediately, without retaining any copies and confirm such destruction in writing to Cooperative. Any of the Membership List retained by Recipient in any manner will continue to be subject to the terms of this Agreement.

4. In the event that the Recipient is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or any similar process) to disclose all or any part of the Membership List, the Recipient will (i) promptly notify Cooperative in writing of the existence, terms and circumstances surrounding such request; (ii) promptly consult with Cooperative on the advisability of taking legally available steps to resist or narrow such request; (iii) exercise reasonable effort (if so requested by Cooperative) to obtain a legal order protecting the confidentiality of the Membership List; and (iv) only disclose the information requested after complying with clauses (i), (ii) and (iii). In the event that a protective order acceptable to the Cooperative is not obtained, the Recipient will furnish only that portion of the Membership List that is legally required and will exercise his or her best efforts to obtain reliable assurance that confidential treatment will be accorded the Membership List. Recipient acknowledges that the Cooperative is relying upon the Recipient's promises and representations contained in this Agreement as an inducement to and condition to the

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Cooperative providing information to the Recipient.

5. It is understood and agreed that failure or delay by Cooperative in exercising any right, power, or privilege under this Agreement will not operate as a waiver. It is further understood that no single or partial waiver of any right, power, or privilege will preclude any other or further exercise of any right, power, or privilege under this Agreement.

6. The Recipient agrees that money damages would not be a sufficient remedy for any breach of this Agreement, and that, in addition to all other remedies, Cooperative will be entitled to specific performance of Recipient's obligations relating to this Agreement and to injunctive or other equitable relief, without bond, as a remedy for any such breach. For purposes of seeking equitable relief, the Recipient stipulates and agrees that any breach of the provisions of this Agreement may subject Cooperative to irreparable harm and injury.

7. This Agreement is the entire agreement between the parties regarding the nondisclosure of Membership List and supersedes all prior agreements and understanding regarding this subject. This Agreement may be amended only by written agreement executed by both parties.

8. This Agreement is not assignable or transferable by either party without the prior written consent of the other party.

9. For their convenience, the parties may execute any number of counterparts of this Agreement. Each such counterpart will be considered an original instrument, but all counterparts taken together will constitute one and the same document.

10. This Agreement is governed and will be construed in accordance with the laws of the State of Texas. If any terms or provision of this Agreement is found to be invalid or unenforceable, the remaining terms will remain in full force and effect. The parties agree that this Agreement is performable in part at the Cooperative's offices in Johnson County, Texas. The parties to this Agreement agree that exclusive venue for any legal proceedings related to this Agreement shall be Johnson County, Texas.

IN WITNESS WHEREOF, this Agreement is executed by the following authorized representatives and is effective as of the last date written below:

COOPERATIVE:
United Electric Cooperative Services, Inc.

RECIPIENT:

Signature: _____
Name: _____
Title: _____
Date Signed: _____

Signature: _____
Name: _____
Title: _____
Date Signed: _____

Adopted: 9-25-2000
Revised: 02-24-2020
Last Review: 01-07-2020