

MEMBERSHIP LIST USE AND NON-DISCLOSURE AGREEMENT

This Membership List Use and Non-Disclosure Agreement (Agreement) is made and entered into by the undersigned candidate (Candidate) as of the date of the Candidate's execution of this Agreement as follows:

1. **Certification.** The Candidate certifies that he or she is of legal age, is a bona fide candidate for election to the Board of Directors (Board) of Gunnison County Electric Association, Inc. (GCEA) for the upcoming director election and has been certified as a qualified candidate under GCEA's Articles of Incorporation and Bylaws on the date of this Agreement.

2. **Payment.** Candidate agrees to pay GCEA the cost of providing GCEA's membership list (Membership List), which includes the names and addresses of GCEA's members, in electronic or written format to Candidate prior to Candidate's receipt of the Membership List.

3. **Use.** Candidate agrees to use the Membership List and the information contained on the Membership List solely for mailing campaign materials or information to GCEA members in the context of Candidate's campaign for director of the Board for the upcoming director election, and Candidate agrees that he/she will not use the Membership List or the information contained on the Membership List for any other purpose.

4. **Destruction.** No later than five days after the upcoming director election, Candidate shall destroy all hard copies of the Membership List and all hard copies of information contained on the Membership List and shall delete all electronic copies of the Membership List and all electronic copies of information contained on the Membership List.

5. **Non-Disclosure.** Candidate shall not at any time or in any manner, directly or indirectly, divulge, disclose, transfer, copy or in any way communicate the Membership List or any information contained on the Membership List to any person or business entity except Candidate may divulge, disclose, transfer, copy or communicate the Membership List or any information contained on the Membership List to a person or business entity but only if the person or business entity agrees to:

a. limit his/her/its use of the Membership List and the information contained on the Membership List solely for mailing campaign materials or information to GCEA members in the context of Candidate's campaign for director of the Board for the upcoming director election;

b. not at any time or in any manner, directly or indirectly, divulge, disclose, transfer, copy or in any way communicate the Membership List or any information contained on the Membership List to any person or business entity; and

c. destroy all hard copies of the Membership List and all hard copies of information contained on the Membership List and to delete all electronic copies of the Membership List and all electronic copies of information contained on the Membership List no later than five days after the upcoming director election.

6. **Indemnification.** Candidate agrees to indemnify GCEA for and hold GCEA harmless from all claims, damages, costs, expenses, and attorney fees in any way arising from or connected with Candidate's use or disclosure of the Membership List or the information contained

on the Membership List or the use or disclosure of the Membership List or the information contained on the Membership List by any person or entity to whom Candidate provided the Membership List or any information contained on the Membership List.

7. Remedies. Candidate agrees and acknowledges that breach of this Agreement will result in irreparable damages and injuries to GCEA and its members, and Candidate further agrees that in the event of an actual or threatened breach of this Agreement, GCEA shall be entitled to all legal and equitable remedies that may be available including injunctive relief to prevent a threatened violation of this Agreement or to have an ongoing violation discontinued, GCEA shall not be required to post a bond to obtain a preliminary or permanent injunction, and Candidate waives the right to require GCEA to post a bond to obtain injunctive relief.

8. General. Candidate agrees that the terms of this Agreement are reasonable and necessary to protect and preserve the rights and interests of GCEA and its members. This Agreement shall be construed and controlled by Colorado law. Venue for all actions concerning this Agreement, except for actions for injunctive relief, shall be proper only in Gunnison County, Colorado. If suit is filed to enforce this Agreement or any of its provisions, GCEA shall be entitled to its reasonable attorneys' fees and costs if it is the prevailing party. This Agreement sets forth the entire understanding of the parties and there are no oral representations relied upon by any party. This Agreement may be modified only in writing, executed by the parties.

CANDIDATE

Print name of Candidate

Signature of Candidate

Address: _____

Telephone Number: _____

Date: _____

Receipt acknowledged by Gunnison County Electric Association, Inc.

By: _____
GCEA Officer

Dated this ____ day of _____, 20__