

## Exhibit 2

### NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (“Agreement”) is entered into as of \_\_\_\_\_ by and among **LA PLATA ELECTRIC ASSOCIATION, INC.** (“Cooperative”) and \_\_\_\_\_ (“Recipient”) in compliance with the Cooperative’s Policy 108.

WHEREAS, the Cooperative is a Colorado cooperative association that distributes electric energy to its members;

WHEREAS, the Recipient has requested certain information from the Cooperative pursuant to its Policy 108 - Disclosure of Cooperative Information (“Policy 108”);

WHEREAS, Policy 108 requires the Recipient execute a nondisclosure agreement as a condition of receiving the requested information because said information contains confidential or proprietary information (“Documents”); and

WHEREAS, The Cooperative shall not provide these Documents to Recipient without ensuring that Recipient will keep the Documents confidential and not disclose the Documents to any other person.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter described, the Parties agree as follows:

1. Except as otherwise provided in this Agreement, all information disclosed by the Cooperative to Recipient is Confidential Information and (1) shall remain the exclusive property of the Cooperative; (2) shall be used by Recipient solely for the purpose set forth in the Request to Inspect or Copy Corporate Records of La Plata Electric Association, Inc. completed by the Recipient as part of the above described request (“Request for Information”); and (3) shall be protected by Recipient in the same manner as the Recipient protects other confidential information.

2. Recipient’s Covenants. Recipient covenants and agrees as follows:

(a) Confidential Information. Recipient agrees to use the Confidential Information only for the purposes set forth in the Request for Information. In the event Recipient shares the Confidential Information with an Agent, the Recipient shall take such action as may be necessary to ensure that the Recipient’s Agent does not utilize the Confidential Information for purposes other than as set forth in the Request for Information. The Recipient shall otherwise maintain all Confidential Information in strict confidence and shall not, directly or indirectly, disclose, disseminate, use, or otherwise publish the Confidential Information, except as may be required by law. For purposes of this Agreement, the term “Confidential Information” means the Documents, all terms and provisions of the Documents, and any and all information relating to the Documents that the Cooperative discloses to the Recipient. Confidential Information that has

become public from a source other than the Recipient shall not be subject to the restrictions in this paragraph. For purposes of this Agreement, the term “Agent” means an individual, organization, or group that has been employed by, contracted with, or has volunteered to assist Recipient and whom the Recipient desires to share the Confidential Information with in order to carry out the purposes set forth in the Request for Information.

(b) Return of Confidential Information. After Recipient is finished using the Confidential Information, Recipient agrees to return the applicable Documents to the Cooperative or certify that the Recipient, and Recipient’s Agents, have permanently destroyed the Confidential Information, without making or retaining copies thereof, including any Documents maintained in electronic format.

(c) Survival of Covenants. Unless otherwise collectively agreed to in writing by the parties, all covenants and provisions contained in this Section 2 shall survive and shall be binding upon the Recipient in perpetuity, unless a court order instructs it otherwise.

3. Waiver of Breach. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Recipient.

4. Entire Agreement/No Commitment. This instrument contains the entire agreement concerning the subject matter hereof. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

6. Term and Termination. This Agreement shall continue until the Recipient no longer possesses any of the Confidential Information. The Cooperative may request certification from the Recipient that the Recipient has destroyed all copies, including electronic copies, of the Confidential Information prior to terminating this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

**LA PLATA ELECTRIC  
ASSOCIATION, INC.**

**RECIPIENT**

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Title]

**AFFIDAVIT**

STATE OF COLORADO )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, being first sworn upon my oath, depose and state as follows:

1. \_\_\_\_\_ I am a current member of La Plata Electric Association, Inc. (“Cooperative”) entitled to vote at the next annual meeting;

**or**

\_\_\_\_\_ I am a candidate qualified under Policy 105 and running for director at the next annual meeting.

2. \_\_\_\_\_ I have requested a copy of the Cooperative’s membership list pursuant to the Cooperative’s Policy 108 by filling out a Request to Inspect or Copy Corporate Records of La Plata Electric Association, Inc. (“Request for Information”), a copy of which is attached to this Affidavit.

3. The reason that I am requesting a copy of the membership list is to distribute candidate or position statements to other members in anticipation of the meeting which shall occur on \_\_\_\_\_;

**or**

\_\_\_\_\_ I have requested information that must be approved by the Board of directors pursuant to the Cooperative’s Policy 108 by filling out a Request for Information, a copy of which is attached to this Affidavit.

4. I certify that I shall not use any information received from the Cooperative in fulfillment of the Request for Information for the purposes of advertising, marketing, or solicitation.

5. I certify that I will destroy or return all copies of the information received, including all electronic copies after I am finished using the information for the purposes set forth in the Request for Information.

6. I certify that I will not allow any information received pursuant to the Request for Information in a computerized auto dialer system.

Further affiant sayeth not.

\_\_\_\_\_  
\_\_\_\_\_ [Name]

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ .

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public