

CONFIDENTIALITY **AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2021, by and between Evergy, Inc., on its own behalf and for the benefit of all Evergy, Inc. wholly-owned affiliates (“Evergy”), and _____, (“Company”). In this Agreement, “Disclosing Party” refers to Evergy whenever it is disclosing information to Company, and to Company whenever it is disclosing information to Evergy, and “Recipient” refers to Evergy whenever it is receiving information from Company, and Company whenever it is receiving information from Evergy. Evergy and Company may be referred to herein individually as a “Party” and collectively as “Parties.”

WHEREAS, the Parties wish to enter into discussions regarding one or more possible transactions which shall include the dissemination of confidential information covered by this Agreement relating to the sale and purchase of renewable wind energy generation facilities (the “Potential Transaction”) which information is confidential, proprietary or otherwise not generally available to the public in connection with the Potential Transaction, provided that the Parties enter into this Agreement and agree to abide by the terms hereof.

NOW, THEREFORE, for and in consideration of the premises and the agreements herein contained, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Confidential Information.

(a) For purposes of this Agreement, the term "Confidential Information" shall mean all information and materials in connection with the Potential Transaction disclosed to the Recipient by the Disclosing Party or any other information that the Disclosing Party treats or maintains as confidential, proprietary, restricted or otherwise as not to be disclosed generally, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual), whether prepared by Disclosing Party or otherwise and regardless of whether such information is disclosed intentionally or inadvertently to the Recipient prior or subsequent to the signing of this Agreement. Confidential Information includes, but is not limited to, the fact of a possible transaction between the Recipient and the Disclosing Party and any and all information and materials concerning the Disclosing Party's current, future or proposed products and services, including without limitation any and all information and materials relating to the Disclosing Party's business, including without limitation financial, accounting, statistical and numerical information, contracts with customers and vendors, technical specifications, plans for business development, organizational data, and marketing plans and strategies, sales data, unpublished promotional material, cost and pricing information, in whatever form, manner or medium recorded (if recorded), including any and all copies thereof as have been or may be provided to the Recipient by or on behalf of the Disclosing Party, any of its Affiliates (as defined in Section 5), officers, directors, shareholders, employees, agents or representatives or from any other source.

(b) All information or materials disclosed to the Recipient by the Disclosing Party shall be considered Confidential Information hereunder unless the Recipient shall be able to establish that such information and/or materials (i) were known to the public at the time of disclosure to the Recipient; (ii) became known to the public after disclosure to the Recipient through no fault of the Recipient or its Affiliates, officers, directors, employees, agents or representatives; (iii) were rightfully in the Recipient's possession prior to disclosure to the

Recipient; (iv) were rightfully acquired by the Recipient from a third party who, to Recipient's knowledge, was lawfully in possession of the information and was under no obligation to the Disclosing Party or any other party to maintain the confidentiality thereof; (v) were independently developed by the Recipient without the benefit or use of any Confidential Information; or (vi) are requested or required to be disclosed by the Recipient by law, regulation, regulatory authority or court order, with such disclosures subject to the terms and conditions of Section 7 below.

2. Use of Confidential Information. Any disclosures made by or on behalf of Disclosing Party will be made in reliance upon the understanding that a confidential relationship exists between the Parties as set forth herein. Recipient agrees that, unless specifically authorized in writing by the Disclosing Party, it will not use the Confidential Information for any purpose other than to analyze, evaluate, negotiate, implement or complete the Potential Transaction, and such Confidential Information shall not be used by Recipient for any competitive purposes, third-party marketing activities, or disclosed to the detriment of Disclosing Party.

3. Non-Use; Protection and Dissemination of Confidential Information. Recipient shall not disclose the Confidential Information to any other party other than as permitted herein and shall safeguard the Confidential Information from unauthorized disclosure using the same degree of care as it takes to preserve its own confidential information (but in any event no less than a reasonable degree of care); provided, however, that Recipient may furnish Confidential Information to those employees, officers, directors, Affiliates agents, consultants, attorneys, advisors, lenders, or potential investors of Recipient (collectively, the "Representatives" of such Recipient) who need to have access to such Confidential Information in order to assist Recipient in its evaluation of the Potential Transaction. As a condition to such disclosure, Recipient shall inform its Representatives of the confidential nature of the information. Disclosure of Confidential Information by the Representatives of Recipient to third parties in a manner inconsistent with the restrictions in this Agreement shall constitute a breach of this Agreement by Recipient.

4. Ownership and Return. All Confidential Information shall be and remain the property of Disclosing Party, and no right or license is granted to Recipient or its Representatives with respect to any Confidential Information. Upon the termination by either Party of discussions concerning the Potential Transaction, or sooner if so requested, Recipient and its Representatives agree to return to Disclosing Party or destroy all Confidential Information, including all copies of the same, except for that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for the Recipient or its Representatives in connection with the Potential Transaction, as required to be retained pursuant to state or federal regulatory requirements, or retained by Recipient's legal counsel for the sole purposes of demonstrating compliance with the Agreement; *provided, however*, it is recognized that deletion may not, in all cases, permanently remove the computer files from the computer hard drive or other disaster recovery storage devices which contain Confidential Information and, in such circumstances, Recipient shall not be deemed to have retained or failed to return or destroy any Confidential Information if Confidential Information received or stored in digital format is deleted from local hard drives so long as no attempt is made to resurrect such Confidential Information from servers or back-up sources, provided that any retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of this Agreement. Upon request, the fact of any such destruction shall be certified in writing to Disclosing Party by an officer of Recipient. That portion of the Confidential Information that may be found in analyses, compilations, studies or other documents or regulatory filings prepared by or for the Recipient or its Representatives, oral or visual Confidential Information, and written Confidential Information not so requested to be returned shall be held by the Recipient or its Representatives and kept subject to the terms of this Agreement or shall be destroyed by the

Recipient or its Representatives. Nothing in this Agreement obligates Disclosing Party to disclose any information to the Recipient or creates any agency or partnership relation between them.

5. Applicability to Affiliates. Any information disclosed by an affiliated company of the Disclosing Party to Recipient which would otherwise constitute Confidential Information hereunder if disclosed by Disclosing Party shall be deemed to constitute Confidential Information under this Agreement, and the rights of the Disclosing Party under this Agreement may be enforced by any such Affiliate as if such Affiliate were also a party to this Agreement. An “Affiliate” will be defined as any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the applicable Party.

6. No Obligations. The furnishing of Confidential Information hereunder shall not obligate either Party to enter into any further agreement or negotiation with the other Party or to refrain from entering into an agreement or negotiation with any other entity. NEITHER THE DISCLOSING PARTY NOR ANY OF ITS REPRESENTATIVES MAKE ANY REPRESENTATIONS OR WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO THE RECIPIENT; AND NEITHER THE DISCLOSING PARTY NOR ANY OF ITS REPRESENTATIVES SHALL HAVE ANY LIABILITY HEREUNDER RESULTING FROM THE USE OF ANY OF THE INFORMATION. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION. Both Parties agree that unless and until a final, written definitive agreement regarding the Potential Transaction between the Parties has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to such Potential Transaction by virtue of this Agreement, except for the matters specifically agreed to herein.

7. Compelled Disclosure. If Recipient or any of its Representatives is requested or required by legal or administrative process to disclose any Confidential Information, Recipient shall (unless based on advice of legal counsel, Recipient reasonably believes it is prohibited from doing so) promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek an appropriate protective order or other relief. In any case, Recipient or its Representative will (a) disclose only that portion of the Confidential Information which Recipient’s legal counsel advises is required to be disclosed, (b) use its reasonable efforts to ensure that such Confidential Information is treated confidentially, and (c) notify Disclosing Party as soon as reasonably practicable of the items of Confidential Information so disclosed. Notwithstanding the foregoing, the Parties recognize that Confidential Information between the Parties could be the subject matter of data submittals or discovery requests in one or more state or federal regulatory or administrative proceedings. To the extent that a Party is required to disclose Confidential Information to a federal or state regulatory or administrative agency, no notice or consent is required regarding such disclosure if: (i) the disclosure is governed by confidentiality agreements or standard protective orders issued by the applicable government agency; (ii) Recipient only discloses that portion of the Confidential Information required for the proceeding; and (iii) Recipient uses reasonable efforts to ensure that such Confidential Information is afforded confidential treatment throughout such regulatory or administrative proceeding. Additionally, Recipient may disclose the tax treatment and tax structure of the Proposed Transaction contemplated by this Agreement (including any materials, opinions or analyses relating to such tax treatment or tax structure, but without disclosure of identifying information or, except to the extent relating to such tax structure or tax treatment,

any nonpublic commercial or financial information) to Federal, State, municipal authorities and/or attorneys, accountants who agree to be bound by the terms of this Agreement. Moreover, notwithstanding any other provision of this Agreement, there will be no limitation on Recipient's ability to consult any tax adviser, whether or not independent from Receiving Party or its Affiliates, regarding the tax treatment or tax structure of the Proposed Transaction contemplated by this Agreement, so long as such tax advisor is legally required to keep such disclosed information confidential.

8. Remedies. Both Parties acknowledge that remedies at law may be inadequate to protect Disclosing Party against any actual or threatened breach of this Agreement by Recipient, and, without prejudice to any other rights and remedies otherwise available to Disclosing Party, agree to the granting of injunctive relief in favor of Disclosing Party without proof of actual damages. In the event of litigation between the Parties concerning an alleged breach of this Agreement, the non-prevailing Party shall be responsible for the prevailing Party's costs and expenses in such litigation, including attorneys' fees. Notwithstanding the foregoing, the Recipient's liability to the Disclosing Party in contract shall be limited to direct damages, and shall exclude any other liability, including liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

9. Term and Termination. This Agreement will continue in effect for a period of three (3) years from the date hereof (the "Term"). The obligations of confidentiality shall survive for three (3) years from the date of last disclosure, except with respect to trade secrets for which the obligations will survive without expiration. Either Party may terminate this Agreement on 30 days written notice. Expiration or termination of this Agreement does not relieve either party of its obligations to protect Confidential Information received during the Term.

10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the STATE OF MISSOURI (without regard to its conflicts of laws provisions). TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

11. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties in separate counterparts including facsimile or pdf copies, each of which when executed shall be deemed to be an original but as of which taken together shall constitute one and the same Agreement.

12. Miscellaneous. This Agreement shall inure to the benefit of and shall be binding upon the Parties' respective successors and permitted assigns. In the event that any one of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired by such a finding. No waiver of any provisions of this Agreement shall be valid unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. This Agreement contains the entire agreement of the Parties, supersedes any and all prior agreements, written or oral, between

them relating to the subject matter hereof, and may not be amended unless agreed to in writing by each Party.

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

**EVERGY, INC., on its own behalf and for the benefit of all Evergy, Inc. Affiliates
1200 Main St.
Kansas City, MO 64015**

Name: _____

Title: _____

[NAME OF COMPANY]
[Address]

Name: _____

Title: _____