

MOUNTAIN VALLEY PIPELINE, LLC

DOCKET NO. CP25- -000

EXHIBIT Z-2

FORM OF CONFIDENTIALITY AND

PROTECTIVE AGREEMENT

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Mountain Valley Pipeline, LLC

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Docket No. CP25-__-000

**FORM OF
CONFIDENTIALITY AND PROTECTIVE AGREEMENT**

This Confidentiality and Protective Agreement (“Agreement”) is made and entered into effective as of the ____ day of _____, 2025 (“Effective Date”) by and between Mountain Valley Pipeline, LLC, a Delaware limited liability company, herein called “Pipeline” and [insert name of Participant], a [insert state and type of corporate entity if applicable], herein called “Participant” (collectively Pipeline and Participant are referred to herein as the “Parties”).

WHEREAS, Pipeline filed on February 3, 2025 an application (“Application”) with the Federal Energy Regulatory Commission (“Commission” or “FERC”) requesting an amendment to its certificate of public convenience and necessity for the Southgate Project, and such filing, and subsequent filings, requested privileged and/or critical energy infrastructure information (“CEII”) treatment for certain information pursuant to the regulations of the Commission; and

WHEREAS, Participant desires to obtain access to information Pipeline has filed with the Commission requesting privileged and/or CEII treatment and has attached hereto the documentation required by 18 C.F.R. § 388.112(b)(2)(iii) of the Commission’s regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Pipeline and Participant agree as follows:

1. This Agreement shall govern the use of all Protected Materials produced by, or on behalf of, Pipeline, in the above-captioned docket. Notwithstanding any order terminating this proceeding, this Agreement shall remain in effect until the earlier of: (i) termination by mutual agreement of the Parties; (ii) the effective date of a Protective Order issued by a Presiding Administrative Law Judge (“Presiding Judge”) (which includes the Chief Administrative Law Judge) or the Commission in trial-type hearing or settlement procedures; or (iii) by a specific order of the Commission terminating this Agreement. To the extent there is a conflict between the terms of this Agreement and a subsequent Protective Order as set forth in (ii) above, the terms of the subsequent Protective Order shall control.

2. Definitions -- For purposes of this Agreement:

(a) The term "Participant" shall mean a Participant as defined in 18 C.F.R. § 385.102(b) of the Commission's regulations.

(b) (1) The term "Protected Materials" means (A) materials submitted to the Commission by the Pipeline with Application and any subsequent submissions by Pipeline to the Commission in the above-captioned proceeding for which privileged or CEII treatment was sought and labeled in bold, capital lettering, indicating that it contains privileged, confidential and/or CEII, as appropriate, and marked "DO NOT RELEASE;" (B) any information contained in or obtained from such designated materials; (C) any other materials which are made subject to this Protective Agreement by the Commission, by any court or other body having appropriate authority, or by mutual written agreement of the Parties; (D) Notes of Protected Materials (as defined below); and (E) copies of Protected Materials. The Pipeline when producing Protected Materials shall physically mark them on each page as "PROTECTED MATERIALS" or with words of similar import as long as the term "Protected Materials" is included in that designation to indicate that they are Protected Materials. If the Protected Materials contain Critical Energy Infrastructure Information, the Pipeline when producing such information shall additionally mark on each page containing such information the words "Contains Critical Energy Infrastructure Information -- Do Not Release."

(2) The term "Notes of Protected Materials" means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in Paragraph 2(b)(1). Notes of Protected Materials are subject to the same restrictions as Protected Materials, except as specifically provided in this Agreement.

(3) Protected Materials shall not include (A) any information or document that has been filed with and accepted into the public files of the Commission, or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Agreement.

(c) The term "Non-Disclosure Certificate Concerning Protected Material" and "Non-Disclosure Certificate Concerning Protected Material Including Protected Material Marked as Not Available to Competitive Duty Personnel" shall mean the certificates annexed hereto which, once signed by a Reviewing Representative of Participant, will allow for access to Protected Materials and certifies Reviewing Representative's understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Agreement applicable to such materials, and that such Reviewing Representative has read the Agreement and agrees to be bound by it.

(d) The term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate and who is:

(1) an attorney who has made an appearance in this proceeding for Participant;

(2) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in Subparagraph (1);

(3) an expert or an employee of an expert retained by Participant for the purpose of advising, preparing for or testifying in this proceeding;

(4) a person designated as a Reviewing Representative by order of the Commission; or

(5) employees or other representatives of Participant appearing in this proceeding with significant responsibility for this docket.

3. Protected Materials shall be made available under the terms of this Agreement only to Participant and only through its Reviewing Representative(s) as provided in Paragraphs 6-7. Participant shall provide Pipeline with a written request for the specific Protected Materials it wishes to obtain subject to this Protective Agreement, including the FERC Accession number and applicable date. Such request shall not be deemed to create a continuing obligation on the part of Pipeline to provide additional Protected Materials.

4. Protected Materials shall remain available to Participant until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Materials is concluded and no longer subject to judicial review. If requested to do so in writing after that date, Participant shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to Pipeline, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 5, below. Within such time period Participant, if requested to do so, shall also submit to the Pipeline an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 5. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Agreement and may not be used in any other proceeding, tribunal or case outside of the above-referenced FERC Docket.

5. All Protected Materials shall be maintained by Participant in a secure place.

Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraph 7.

6. Protected Materials shall be treated as confidential by Participant and by its Reviewing Representative(s) in accordance with the Non-Disclosure Certificate(s) executed pursuant to Paragraph 7. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

7. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Agreement unless that Reviewing Representative has first executed the appropriate Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this order. A copy of each Non-Disclosure Certificate shall be provided to counsel for the Pipeline prior to disclosure of any Protected Material to that Reviewing Representative.

8. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed the appropriate Non-Disclosure Certificate and provided the Certificate to counsel for Pipeline. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 2(d), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the certification.

9. Pipeline or Participant shall seek to have the Commission to resolve any disputes arising under this Agreement. Prior to presenting any dispute under this Agreement to the Commission, Parties shall use their best efforts to resolve the dispute. If Participant contests Pipeline's designation of materials as privileged, it shall notify Pipeline in writing and specify the materials the designation of which is contested.

10. All documents reflecting Protected Materials, including the portion of any application, contract, pleading, exhibits, transcripts, briefs and other documents which contain or refer to Protected Materials, to the extent they will be filed with the Commission, shall be filed either (i) by hand in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Agreement; or (ii) electronically on the Commission's website in accordance with the procedures for electronic filing of privileged material. Such documents shall be labeled in bold, capital lettering, indicating that it contains privileged, confidential and/or CEII, as appropriate, and marked "DO NOT RELEASE" and shall be filed and served in accordance with Commission regulations. For anything filed by hand or electronically, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Commission and served in accordance with Commission regulations. Participant shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

11. Except in cases where release is ordered sooner by the Commission, Protected Materials that have been requested pursuant to this Agreement will be provided within five business days of receipt of the request satisfying 18 C.F.R. § 388.112(b)(2)(iii); provided, however, that if Pipeline files an objection to such request with the Commission, Pipeline is under no obligation to disclose the requested Protected Materials until ordered by the Commission or a decisional authority.

12. Nothing in this Agreement shall be construed as precluding Pipeline or Participant from objecting to the use of Protected Materials on any legal grounds.

13. Nothing in this Agreement shall preclude Participant from requesting that the Commission, or any other body having appropriate authority, find that this Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Agreement. The Commission may alter or amend this Agreement as circumstances warrant at any time during the course of this proceeding. Parties may amend this Agreement at any time by written mutual agreement without seeking Commission approval, unless such amendment is otherwise specifically prohibited by law.

14. Both Pipeline and Participant have the right to seek changes in this Agreement as appropriate from the Commission.

15. If the Commission finds at any time in the course of this proceeding that all or part of the Protected Materials need not be protected, those materials shall nevertheless, be subject to the protection afforded by this Agreement until the date the Commission orders the materials be produced. Pipeline reserves its rights to seek additional administrative or judicial remedies after the Commission's decision respecting Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof. The

provisions of 18 CFR §§ 388.112 and 388.113 shall apply to any requests under the Freedom of Information Act (5 U.S.C. § 552) for Protected Materials in the files of the Commission.

16. Neither Pipeline nor Participant waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

17. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall be deemed confidential and shall not be disclosed to anyone other than in accordance with this Agreement and shall be used only in connection with this proceeding.

18. Pipeline shall physically mark with the words “Not Available to Competitive Duty Personnel,” any Protected Materials that Pipeline believes in good faith would, if freely disclosed, subject Pipeline, or a third party, to risk of competitive disadvantage or other concrete business injury if provided to all Reviewing Representatives. Such information may include, but is not limited to (a) non-public business development, acquisition, or marketing data, plans or activities; (b) non-public business or financial data, plans or activities; (c) any non-public contractual terms; (d) negotiations of services, prices and rates; or (e) proprietary information relating to process technology, engineering, design, or equipment related to the above-captioned proceeding prepared by Pipeline or any of its third party contractors, the public disclosure of which Pipeline in good faith believes would competitively harm Pipeline or a third party (hereafter “Market Sensitive Information”). Market Sensitive Information should customarily be treated by the providing Participant as sensitive or proprietary and not be available to the public. Any challenge to such a designation may be made as provided in this Protective Agreement for challenges to designations of Protected Materials. Pipeline, in its discretion, may require that Protected Materials designated “Not Available to Competitive Duty Personnel” be viewed on site at its offices at 2200 Energy Drive Canonsburg, Pennsylvania 15317.

19. Solely with respect to Protected Materials that have been marked “Not Available to Competitive Duty Personnel” and information derived therefrom, a Reviewing Representative may not be any employee or agent of Participant whose duties include, on a consistent and regular basis, (a) marketing, sale, or purchase of natural gas, natural gas transportation or storage services; (b) management responsibility regarding, or the supervision of any employee whose duties include marketing, sale, or purchase of natural gas, natural gas transportation or storage services; (c) the provision of consulting services regarding marketing, sale, or purchase of natural gas, natural gas transportation or storage services; or (d) responsibility regarding other activities in which use of Market Sensitive Information could be reasonably expected to cause competitive harm to Pipeline or third party (collectively, “Competitive Duties”). In the case of proprietary information as

defined in Paragraph 18(e) above, Pipeline or any of its third party contractors may refuse to share such proprietary information with any potential Reviewing Representative that they deem to be a competitor. Under no circumstances shall a Reviewing Representative disclose any Market Sensitive Information to any personnel unless such personnel follows the requirements hereunder. In the event that (1) any person who has been a Reviewing Representative subsequently is assigned to perform any Competitive Duties, or (2) previously available Protected Materials are changed to “Not Available to Competitive Duty Personnel,” a Reviewing Representative involved in Competitive Duties shall have no access to Pipeline’s Protected Materials that are marked “Not Available to Competitive Duty Personnel” or information derived therefrom. Such Reviewing Representative shall immediately dispose of Pipeline’s Protected Materials in his/her possession that are marked “Not Available to Competitive Duty Personnel” and information derived therefrom and shall continue to comply with the requirements of the Non-Disclosure Certificate Concerning Protected Material, Including Protected Material Marked As Not Available to Competitive Duty Personnel, and this Protective Agreement with respect to any Protected Materials to which such person previously had access.

Notwithstanding the foregoing, with respect to Protected Materials that have been marked “Not Available to Competitive Duty Personnel” and information derived therefrom, a Reviewing Representative may not be an employee of a FERC-regulated natural gas pipeline or storage facility in any region in which Pipeline operates, or, if the Protected Materials are third party proprietary information as defined in Paragraph 18(e) above, an employee of a competitor of such third party. Reviewing Representatives of such a pipeline, or storage facility, with respect to Protected Materials that have been marked “Not Available to Competitive Duty Personnel” shall be limited to outside counsel and/or consultants, provided such individuals are not engaged in Competitive Duties as defined above on behalf of such pipeline or storage facility.

Notwithstanding the foregoing, a person who otherwise would be disqualified as Competitive Duty Personnel may serve as a Reviewing Representative upon agreement of Pipeline or, in the absence of such agreement, upon entry of an order of the Commission authorizing such person to serve as a Reviewing Representative. Any request for an agreement or order under the preceding sentence shall be subject to the following conditions:

- (i) Participant must certify in writing to Pipeline that Participant’s ability to participate effectively in the above-captioned proceeding would be prejudiced if it was unable to rely on the assistance of the particular Reviewing Representative;
- (ii) Participant must identify by name and job title the particular Reviewing Representative required and must describe the person’s duties and responsibilities;
- (iii) the Participant claiming such prejudice must acknowledge in writing to Pipeline that access to the Protected Materials which are marked as Not Available to Competitive Duty

Personnel shall be restricted only to such access necessary for the adjudication of the above-captioned proceeding, absent prior written consent of the Pipeline or authorization of the Commission with opportunity for Pipeline to seek review of such decision as provided in this Protective Agreement; (iv) Participant must acknowledge in writing that any other use of Protected Materials which are Not Available to Competitive Duty Personnel shall constitute a violation of this Protective Agreement; and (v) prior to having access to any Protected Materials which are marked as Not Available to Competitive Duty Personnel, the Competitive Duty Personnel who is authorized to act as a Reviewing Representative must execute and deliver to Pipeline a Non-Disclosure Certificate Concerning Protected Material Including Protected Material Marked As Not Available to Competitive Duty Personnel, acknowledging his or her familiarity with the contents of this Protective Agreement and the particular restrictions set forth in this paragraph regarding such Protected Materials. Materials marked as “Not Available to Competitive Duty Personnel” and/or notes from a review of the Protected Materials marked a “Not Available to Competitive Duty Personnel” shall be returned or destroyed at the conclusion of the above-captioned proceeding as otherwise provided in this Protective Agreement.

20. If Pipeline believes that Protected Materials that it previously disclosed to Reviewing Representative(s) contain Market Sensitive Information, public disclosure of which would competitively harm the Pipeline, and should be treated as if such Protected Materials had been labeled “Not Available to Competitive Duty Personnel,” Pipeline shall notify Participant. In such event that Pipeline’s previously distributed Protected Material is subsequently designated as “Not Available to Competitive Duty Personnel,” it will be the responsibility of Participant to ensure compliance with this Protective Agreement after the additional designation; Pipeline will not be responsible for redistributing or re-labeling the affected Protected Materials.

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MOUNTAIN VALLEY PIPELINE, LLC
AGREED TO AND ACCEPTED
THIS ___ DAY OF _____, 2025

By: _____

Name: _____

Title: _____

[NAME OF PARTICIPANT]
AGREED TO AND ACCEPTED
THIS ___ DAY OF _____, 2025

By: _____

Name: _____

Title: _____

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Mountain Valley Pipeline, LLC)

Docket No. CP25-__-000

**NON-DISCLOSURE CERTIFICATE
CONCERNING PROTECTED MATERIALS**

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Confidentiality and Protective Agreement in this proceeding, that I have been given a copy of and have read the Confidentiality and Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Confidentiality and Protective Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: _____

Printed Name: _____

Title: _____

Representing: _____

Email Address: _____

Date: _____

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Mountain Valley Pipeline, LLC)

Docket No. CP25-__-000

**NON-DISCLOSURE CERTIFICATE
CONCERNING PROTECTED MATERIALS AND PROTECTED MATERIAL
MARKED AS NOT AVAILABLE TO COMPETITIVE DUTY PERSONNEL**

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Confidentiality and Protective Agreement in this proceeding, that I have been given a copy of and have read the Confidentiality and Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, including Protected Materials that are marked as “Not Available to Competitive Duty Personnel,” any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Confidentiality and Protective Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: _____

Printed Name: _____

Title: _____

Representing: _____

Email Address: _____

Date: _____