EVENT TERMS

These terms ("Event Terms") govern your attendance of, or participation in, any event or activity hosted or organized by the Northwest Hydroelectric Association ("NWHA"), including in-person events (each, an "Event").

NWHA may update these Event Terms from time to time. You may not attend or participate in any Event unless you agree to these Event Terms.

PHOTO AND VIDEO RELEASE

I agree to grant to NWHA, and its authorized representatives, permission to record on photography film and/or digital imagery, pictures of my participation. I further agree that any or all of the material photographed may be used, in any form, as part of any future publications, brochure, or other printed materials used to promote NWHA events, and further that such use shall be without payment of fees, royalties, special credit or other compensation.

I also agree to grant to NWHA, and its authorized representatives, permission to record on video images and interviews to be included in the Humans in Hydro program, and for other NWHA-related purposes.

Your image, likeness, voice, statements and other identifying characteristics (each, an "Image") may be captured in photographs, recordings (both audio and video) or other transmissions of the Event (each, a "Recording") by NWHA, and/or others on behalf of NWHA.

You hereby grant to NWHA a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit Recordings (including your Images therein), in whole or in part, in any format or media now known or hereafter developed, and for any purpose (including for promotional purposes, such as testimonials).

NWHA exclusively owns all right, title and interest (including intellectual property rights) in and to the Recordings, all modifications and derivatives of Recordings, and all proceeds derived therefrom. NWHA has no obligation to share any such proceeds with you.

In connection with the use or other exploitation of Recordings (including your Images), you hereby irrevocably waive and release any and all claims with respect to intellectual property, rights of publicity, rights of privacy, and any other claims or damages with respect to such use or other exploitation. By attending Events, you affirm that you are of legal age and have read the foregoing release and fully understand its contents.

ASSUMPTION OF RISK

Your attendance or participation in Events or any related activities is completely voluntary. To the maximum extent permitted under applicable law, you accept and assume all risks of any and all

personal injury or damage to your personal property that you may face while attending an Event, and hereby waive any claims you may have against NWHA.

Additionally, you acknowledge the contagious nature of COVID-19 and its variants, and that you may be exposed to or infected by COVID-19 and its variants by attending and/or working at and/or by participating in the Events or related activities, and that such exposure or infection may result in quarantine requirements, severe illness, personal injury, permanent disability, and death. You expressly, specifically, knowingly, intentionally, purposefully, personally, and solely assume all risk of injury or harm that may result, directly or indirectly, from, during, or with respect to your participation in the Events and the risk of contracting coronavirus/COVID-19 and its variants (or any other contagious illness) at or in connection with participation in the Events.

The risk of becoming exposed to or infected by COVID-19, its variants, or any other contagious illness at the Activity may result from the actions, omissions, or negligence of yourself and others, including, but not limited to NWHA's employees, volunteers, and participants and their families. In consideration of your participation in the Events, you agree on your own behalf and on behalf of your heirs, representatives, executors, administrators, and assigns to absolutely release and forever discharge, covenant not to sue, defend, indemnify, and hold harmless NWHA and its members, directors, officers, employees, attorneys, agents and representatives from any and all claims, demands, actions, causes of action of whatever kind or nature, either known or unknown, arising from or in connection with your attendance at or participation in the Events, including but not limited to any claims of negligent exposure to or contraction of COVID-19, its variants, and any other contagious illness.

INDEMNIFICATION

Without restricting the other remedies available to us, and to the fullest extent permitted by law, you shall defend, indemnify, and hold harmless NWHA , its administrators, directors, agents, officers, volunteers and employees (the "Indemnified Parties") from all losses, liabilities, damages, injuries, claims, demands, costs, attorneys' fees, and other expenses incurred by the Indemnified Parties in any manner arising from or in connection with your non-compliance with these Event Terms including claims by, or liabilities to, third parties.

LIMITATION OF LIABILITY

THE MAXIMUM AGGREGATE LIABILITY OF NWHA FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION IN CONNECTION WITH THESE EVENT TERMS OR AN EVENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE EVENT REGISTRATION FEES, IF ANY, PAID BY YOU TO AND RECEIVED BY NWHA FOR THE EVENT GIVING RISE TO THE LIABILITY.

EXHIBITOR RELEASE OF LIABILITY

To the fullest extent legally permissible, Exhibitor agrees: (i) it shall be fully responsible to pay for any and all damage to property owned by Hotel, its owning entity, managing entity or their affiliates that results from any act or omission of Exhibitor; (ii) to defend, indemnify and hold harmless Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates and each

of their respective shareholders, members, directors, officers, managers, employees and representatives, and NWHA from any damages or charges resulting from Exhibitor's use of the property; and (iii) its liability shall include all losses, costs, damages, and expenses arising from, out of, or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees.

Northwest Hydroelectric Association
Code of Conduct and Ethics

I. YOUR OBLIGATIONS

This Code of Conduct and Ethics (this "Code") is designed to promote honest, ethical and lawful conduct by all employees, volunteers, and Board members of the Northwest Hydroelectric Association ("NWHA"). This Code is intended to help you understand NWHA's standards of ethical business practices and to stimulate awareness of ethical and legal issues that you may encounter in carrying out your responsibilities to NWHA. In addition, independent contractors, consultants and agents who represent NWHA are expected to apply the same high standards while working on NWHA business.

The actions of every employee, volunteer, and Board member affect the reputation and integrity of NWHA. Therefore, it is essential that you take the time to review this Code and develop a working knowledge of its provisions. You are required to complete a certificate of receipt upon becoming an employee or Board member and, thereafter, on an annual basis.

At all times, you are expected to:

- Avoid conflicts between personal and professional interests where possible;
- Comply with NWHA's Conflict of Interest and Related Party Transaction Policy, including by disclosing any conflict to the President and otherwise pursue the ethical handling of conflicts (whether actual or apparent) when conflicts or the appearance of conflicts are unavoidable;
- Provide accurate and complete information in a timely manner in the course of fulfilling your obligations;
- Provide full, fair, accurate, timely and understandable disclosure in reports required to be filed by NWHA with regulators and in other public communications made by NWHA;
- Comply with all applicable laws, regulations and NWHA policies;
- Promptly report any violations of this Code to the President or Executive Director, who will in turn report any violations to the Board in accordance with NWHA's Whistleblower Policy); and
- Be personally accountable for adherence to this Code.

WHO DO I CONTACT FOR GUIDANCE OR TO REPORT CONCERNS?

If you believe a situation may involve or lead to a violation of this Code, you have an affirmative duty to seek guidance and report such concerns.

- Seek guidance from a Board member.
- Disclose concerns or violations of this Code in accordance with NWHA's Whistleblower Policy to NWHA's President of Executive Director or, if the President or Executive Director are the subject of the concern, to the General Counsel.

It is NWHA's policy to encourage the communication of bona fide concerns relating to the lawful and ethical conduct of business, and audit and accounting procedures or related matters. It is also the policy of NWHA to protect those who communicate bona fide concerns from any retaliation for such reporting.

Confidential and anonymous mechanisms for reporting concerns are available and are described in this Code. However, anonymous reporting does not serve to satisfy a duty to disclose your own potential involvement in a conflict of interest or in unethical or illegal conduct.
This Code is part of a broader set of NWHA Policies. This Code is not intended to supersede or materially alter specific NWHA policies and procedures already in place.

No NWHA policy can provide definitive answers to all questions. It is difficult to anticipate every decision or action that you may face or consider. Whenever there is doubt about the right ethical or legal choice to make, or questions regarding any of the standards discussed or policies referenced in this Code, you should fully disclose the circumstances, seek guidance about the right thing to do, and keep asking until guidance is obtained.

Those who violate the standards in this Code will be subject to disciplinary action. Failure to follow this Code, as well as to comply with federal, state, local and any applicable foreign laws, and NWHA's policies and procedures, may result in termination of board service or of employment with NWHA.

II. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

NWHA requires you to comply with all applicable laws, rules and regulations. Violation of laws and regulations may subject you, as well as NWHA, to civil and/or criminal penalties. To assure compliance with applicable laws and regulations, NWHA has established various policies and procedures, including but not limited to:

Conflict of Interest and Related Party Transaction Policy
Whistleblower Policy
Records Retention Policy
Antitrust Policy

You have an obligation to comply with these policies and procedures and to promptly alert NWHA's President or Executive Director of any deviation from them. Details regarding reporting are provided in the individual policies.

Legal compliance is not always intuitive. To comply with the law, you must learn enough about the national, state and local laws that affect your work at NWHA to spot potential issues and to obtain proper guidance on the right way to proceed. When there is any doubt as to the lawfulness of any proposed activity, you should seek advice from NWHA's General Counsel. Certain legal obligations and policies that are particularly important are summarized below. Further information on any of these matters may be obtained from NWHA's General Counsel.

III. CONFLICTS OF INTEREST AND RELATED PARTY TRANSACTIONS

NWHA expects you to exercise good judgment and the highest ethical standards in your activities on behalf of NWHA as well as in your private activities outside NWHA. Particular care should be taken to ensure that no detriment to the interests of NWHA (or appearance of such detriment) may result from a conflict or potential conflict between those interests and any personal or business interests which you may have. In particular, you have an obligation to avoid, and where avoidance is not feasible, to disclose to the appropriate individual (as set forth in NWHA's Conflict of Interest and Related Party Transaction Policy), any activity, agreement, business investment or interest or other situation that might in fact or in appearance cause you to place your own interests, or those of another, in tension with or above your obligation to NWHA.

Care should be taken about the appearance of a conflict since such appearance might impair confidence in, or the reputation of, NWHA even if there is no actual conflict and no wrongdoing.

While it is not possible to describe or anticipate all the circumstances that might involve a conflict of interest, a conflict of interest may arise whenever you take action or have (directly or indirectly) interests that may make it difficult to perform your work objectively or effectively or when you (directly or indirectly) receive personal benefits as a result of your position or relationship with respect to NWHA. For example, a conflict may arise if you have a financial or personal interest in a contract or transaction to which NWHA is a party. In addition, receipt by you or a member of your family of a personal benefit as a result of your position with NWHA may be deemed a conflict of interest. Procedures relating to disclosure and review of conflicts of interest and related party transactions are set forth in NWHA's Conflict of Interest and Related Party Transaction Policy.

In all instances where the appearance of a conflict exists, you must disclose the nature of the conflict and all material facts related to such conflict to the President of the Board, who shall communicate that information to the full Board. We will then work with you to determine what to do next.

IV. COMMUNITY, POLITICAL, CHARITABLE AND OTHER OUTSIDE ACTIVITIES

NWHA generally encourages participation in community activities outside NWHA. However, employees should avoid any outside personal interest or activity (whether or not for profit) that will interfere with their duties to NWHA. As a guideline, such activities should not encroach on time or attention employees should be devoting to NWHA business, adversely affect the quality of their work, compete with NWHA's business, imply NWHA sponsorship or support without express approval by NWHA, and/or adversely affect the reputation of NWHA.

No Board member or employee shall publicly utilize any affiliation of NWHA in connection with the promotion of partisan politics, religious matters, or positions on any issue not in conformity with the official position of NWHA.

V. PROTECTION AND PROPER USE OF NWHA'S ASSETS

You have a personal responsibility to protect the assets of NWHA from misuse or misappropriation. The assets of NWHA include tangible assets, such as products, equipment and facilities, as well as intangible assets, such as intellectual property, trade secrets, reputation and business information (including any non-public information learned as an employee, volunteer, officer or director of NWHA).

5.1 Theft/Misuse of Assets

NWHA's assets may only be used for business purposes and such other purposes as are approved by NWHA. You must not take, make use of, or knowingly misappropriate the assets of NWHA for personal use, for use by another, or for an improper or illegal purpose. You are not permitted to remove, dispose of, or destroy anything of value belonging to NWHA without NWHA's express prior written consent, including both physical items and electronic information.

5.2 Confidential or Proprietary Information/Privacy

You must not use or disclose any confidential or proprietary information to any person or entity outside NWHA, either during or after service with NWHA, except with written authorization of NWHA or as may be otherwise required by law or regulation. You may not use confidential or proprietary information for your own personal benefit or the benefit of persons or entities outside NWHA.

Confidential or proprietary information includes all non-public information learned as an employee or Board member of NWHA. It includes, but is not limited to:

- Non-public information that might be (i) of use to suppliers, vendors, joint venture partners or others, (ii) of interest to the press, or (iii) harmful to NWHA or any of its constituents, if disclosed;
- Non-public information relating to NWHA's operations, including financial information, mailing lists, and any information relating to fundraising (including fundraising efforts, plans, ideas and proposals), minutes, reports and materials of the Board and its committees, and other documents identified as confidential;
- Non-public information about discussions and deliberations, relating to business issues and decisions, by the Board; and
- Non-public information about employees, Board members, or any other individuals about whom NWHA may hold information from time to time.

5.3 Outside Communication

NWHA is committed to providing full, fair and accurate disclosure in all public communications and in compliance with all applicable law, regulations and rules. Consistent with this commitment, Board members may not answer questions from the media or other members of the public on behalf of NWHA unless specifically authorized to do so by NWHA. If you receive

such an inquiry, you should obtain the name of the person and their contact information if possible and immediately notify the Executive Director.

5.4 Network Use, Integrity & Security

NWHA reserves the right to monitor or review any and all data and information contained on any employee's or officer's computer or other electronic device issued by NWHA. In addition, NWHA reserves the right to monitor or review an employee's or officer's use of the Internet, NWHA Intranet and NWHA e-mail or any other electronic communications without prior notice.

Access to Organization systems will be revoked and disciplinary action may be taken in the event that such systems are used to commit illegal acts, or to violate the nondiscrimination, harassment, pornography, solicitation or proprietary information terms of this Code, or any other terms of this Code.

In order to maintain systems integrity and protect NWHA's network, no employee or officer should divulge any passwords used to access any NWHA computer or database. Any suspected breach of NWHA's network security systems should be reported to a responsible supervisor or appropriate internal authority immediately.

All employees and Board members should refrain from using or distributing software that may damage or disrupt NWHA's work environment by transmitting a virus or conflicting with NWHA systems.

No employee or officer should engage in the unauthorized use, copying, distribution or alteration of computer software whether obtained from outside sources or developed internally. All software, including "shareware," contains terms of use that must be adhered to.

VI. ILLEGAL PAYMENTS

No illegal payments of any kind are to be made to any local, state or Federal Government officials in the United States or to government officials of any other country, territory or municipality at any time or under any circumstances. Moreover, no funds or other assets of NWHA are to be paid, directly or indirectly, to government officials or persons acting on their behalf or to representatives of other businesses for the purpose of influencing decisions or actions with respect to NWHA's activities. Kickbacks to or from any person are prohibited.

Any question as to whether a gift or payment would be considered improper under NWHA's guidelines or under law must be discussed with NWHA's General Counsel.

Under no circumstance is it acceptable for you to offer, give, solicit or receive any form of bribe, kickback, payoff, or inducement.

You may not use agents, consultants, independent contractors or other representatives to do indirectly what you could not do directly under this Code or under applicable law, rules and regulations.

VII. MAINTAINING A SAFE, HEALTHY AND AFFIRMATIVE WORKPLACE

NWHA is an equal opportunity employer and bases its recruitment, employment, development and promotion decisions solely on a person's ability and potential in relation to the needs of the job, and complies with local, state and federal employment laws. NWHA makes reasonable job-related accommodations for any qualified employee or Board member with a disability when notified that he/she needs an accommodation.

NWHA is committed to maintaining a workplace that is free from sexual, racial, or other unlawful harassment, and from threats or acts of violence or physical intimidation. Abusive, harassing or other offensive conduct is unacceptable, whether verbal, physical or visual.

NWHA will not tolerate the possession, use or distribution of offensive materials on NWHA's property, or the use of NWHA's personal computers or other equipment to obtain or view such materials.

All employees and Board members must promptly contact NWHA's General Counsel about the existence of offensive materials, especially child pornography, on NWHA's systems or premises so that appropriate action may be taken, including notifying the proper authorities if necessary.

NWHA is committed to providing a drug-free work environment. The illegal possession, distribution, or use of any controlled substances on NWHA's premises or at NWHA functions is strictly prohibited. Similarly, reporting to work under the influence of any illegal drug or alcohol and the abuse of alcohol or medications in the workplace is not in NWHA's best interest and violates this Code.

All accidents, injuries, or concerns about unsafe equipment, practices, conditions or other potential hazards should be immediately reported to an appropriate supervisor.

VIII. ACCOUNTING PRACTICES, BOOKS AND RECORDS AND RECORD RETENTION

Honest and accurate recording and reporting of information is critical to our ability to make responsible business decisions. You have a strict obligation to provide accurate information in the records of NWHA.

You are expected to support NWHA's efforts in fully and fairly disclosing the financial condition of NWHA in compliance with applicable accounting principles, laws, rules and regulations and making full, fair, accurate timely and understandable disclosure in our reports filed with regulatory agencies and other communications. Our financial statements and the books and records on which they are based must accurately reflect all transactions and conform to all legal and accounting requirements and our system of internal controls.

All employees and Board members have a responsibility to ensure that NWHA's accounting records do not contain any false or misleading entries. Any known or suspected false or misleading entries should be reported immediately to the President of the Board.

We do not tolerate any misclassification of transactions as to accounts, departments or accounting periods and, in particular:

- All accounting records, as well as reports produced from those records, are to be kept and presented in accordance with law and are to comply with generally accepted accounting principles;
- All records are to fairly and accurately reflect the transactions or occurrences to which they relate;
- All records are to fairly and accurately reflect in reasonable detail NWHA's assets, liabilities, revenues and expenses;
- No accounting records are to contain any false or misleading entries;
- All transactions are to be supported by accurate documentation in reasonable detail and recorded in the proper account and in the proper accounting period; and
- NWHA's system of internal accounting controls, including compensation controls, is required to be followed at all times.

You must always record data in a timely and accurate manner. This protects NWHA's resources and meets the expectations of the people who rely on the accuracy of NWHA's records to perform their jobs.

Falsifying business records is a serious offense, which may result in criminal prosecution, civil action and/or disciplinary action up to and including termination of employment. If you are authorized to make expenditures or enter into transactions on behalf of NWHA, you must ensure that the applicable records comply with NWHA's accounting and purchasing policies and that all transactions are recorded properly.

Consistent with the reporting and recordkeeping commitments discussed above, you should accurately and truthfully complete all records used to determine compensation or expense reimbursement. This includes, among other items, reporting of hours worked (including overtime) and reimbursable expenses (including travel and meals).

Compliance with applicable law regarding record retention and NWHA's Records Retention Policy is mandatory. Destroying or altering a document with the intent to impair the document's integrity or availability for use in any potential official proceeding is a crime. Destruction of records may only take place in compliance with applicable law and NWHA's Records Retention Policy. Documents relevant to any pending, threatened, or anticipated litigation, investigation, or audit shall not be destroyed for any reason. If you believe that NWHA records are being improperly altered or destroyed, you must report it to NWHA's General Counsel.

IX. RAISING QUESTIONS AND CONCERNS

Each employee and Board member is responsible for promptly reporting to NWHA any circumstances that such person believes in good faith may constitute a violation of this Code or

any other NWHA policy, or applicable law, regulations or rules. If you are in a situation that you believe may involve or lead to a violation of this Code, you have an affirmative duty to disclose to, and seek guidance from NWHA's Executive Director, President or General Counsel. See "Who Do I Contact for Guidance or to Report Concerns?" above and the Whistleblower Policy for additional details.

It is NWHA's policy to encourage the communication of bona fide concerns relating to the lawful and ethical conduct of business, and audit and accounting procedures or related matters. It is also the policy of NWHA to protect those who communicate bona fide concerns from any retaliation for such reporting. No retribution against any individual who reports violations of this Code in good faith will be permitted.

Confidential mechanisms for reporting concerns are available. However, confidential or anonymous reporting does not serve to satisfy a duty to disclose your potential involvement in a conflict of interest or in unethical or illegal conduct. Every effort will be made to investigate confidential and anonymous reports within the confines of the limits on information or disclosure such reports entail. While self-reporting a violation will not excuse the violation itself, the extent and promptness of such reporting will be considered in determining any appropriate sanction, including dismissal. NWHA will investigate any matter which is reported and will take any appropriate corrective action.

X. VIOLATIONS OF THIS CODE

Allegations of Code violations will be reviewed and investigated by the NWHA's General Counsel, or, in appropriate circumstances, by NWHA's Board.

Those who violate the standards in this Code will be subject to disciplinary action. Failure to follow this Code, or to comply with federal, state, local and any applicable foreign laws, and NWHA's policies may result in, among other actions, suspension or termination of work duties or termination of board service.

Any disciplinary action taken to enforce this Code will be conducted in accordance with Section 9 of the Northwest Hydroelectric Association Bylaws.