

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential Information is provided to me pursuant to the terms and conditions of the *Non-Disclosure Agreement for the Exchange of Energy Management System Model Data* dated as of the 11th day of August, 20 15 by and among PJM Interconnection, L.L.C. (“PJM”) and the PJM Transmission Owner (“Transmission Owner”). I certify that I have been given a copy of and have read the Non-Disclosure Agreement, and I agree to be bound by it. I understand that the contents of the Confidential Information, and Notes or other memoranda, or other form of information that copies or discloses Confidential Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement.

By _____
Print Name: _____
Title: _____
Employed By: _____
Representing: _____
Date Signed _____

**NON-DISCLOSURE AGREEMENT
FOR THE EXCHANGE OF ENERGY MANAGEMENT SYSTEM MODEL DATA**

This Non-Disclosure Agreement (“Agreement”) is made this 11th day of August, 2015 by and between PJM Interconnection, L.L.C. (“PJM”), a Delaware limited liability company, with offices at 2750 Monroe Boulevard, Audubon, PA 19403 and _____, the Undersigned Transmission Owner (“Transmission Owner”) (hereinafter PJM and the Undersigned Transmission Owner are collectively referred to as “Parties” and individually as a “Party”).

RECITALS:

WHEREAS, PJM serves as the Regional Transmission Organization with reliability and/or functional control responsibilities over transmission systems involving all or parts of thirteen states and the District of Columbia, and operates and oversees wholesale markets for electricity pursuant to the requirements of the PJM Open Access Transmission Tariff (“PJM Tariff”) and the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. (“Operating Agreement”); and

WHEREAS, the Transmission Owners recognize that, while PJM serves as the Regional Transmission Organization in the PJM region, the Transmission Owners within the PJM region

perform certain Transmission Functions, as Transmission Functions is defined in section 18 C.F.R. § 358 of the FERC rules and regulations, with respect to their individual transmission systems and distribution systems.

WHEREAS, the Parties desire to enter into this Agreement to protect and maintain from disclosure to third parties the Confidential Information that will be exchanged to facilitate reliable operations; and

WHEREAS, this Agreement is a statement of the conditions and requirements, consistent with the requirements of the Operating Agreement, whereby a Disclosing Party may provide Confidential Information to a Party for the purpose of the Party executing its Transmission Functions.

NOW, THEREFORE, in consideration of the mutual promises made herein intending to be legally bound, the Parties agree as follows:

A. Definitions

1. “Agreement” means this Non-Disclosure Agreement as it may be amended, modified or otherwise supplemented, as in effect from time to time.
2. “Authority” means a federal, state or local court or federal or state administrative agency of competent jurisdiction.
3. “Commission” or “FERC” means the Federal Energy Regulatory Commission or any successor federal agency or commission.
4. “Confidential Information” means a Party’s energy management system model data provided or to be provided by a Disclosing Party to another Party. Confidential Information shall be disclosed only to Reviewing Representatives and only used to enable a Party to perform its Transmission Functions.
5. “Disclosing Party” means the Party furnishing the other Parties with Confidential Information.
6. “Law” means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration or interpretive or advisory opinion of an Authority.
7. “Non-Disclosure Certificate” means the certificate annexed hereto by which Reviewing Representatives seeking access to Confidential Information shall certify their understanding that such access to Confidential Information is provided pursuant to the terms and conditions of this Agreement and that each Reviewing Representative has read this Agreement and agrees to be bound by it.

8. “Notes” or “Notes of Confidential Information” means memoranda, handwritten notes, or other form of information (including electronic form) which copies or discloses Confidential Information.
9. “Reviewing Representative” means an employee of a Party who has signed or electronically signed a Non-Disclosure Certificate and who is a principal, partner, officer, director, employee, agent and other representative of a Party. Reviewing Representative may include a person whose duties include Competitive Duties so long as such Reviewing Representative’s receipt and use of Confidential Information is not prohibited conduct under FERC’s rules, including Standards of Conduct.
10. “Standards of Conduct” means the standards as set forth in 18 C.F.R. Part 358 as amended or superseded from time to time
11. “Transmission Owner” shall have the meaning defined in the PJM Tariff.
12. “Third Party Request” means any request or demand by any entity upon a Party or Reviewing Representative for release or disclosure of Confidential Information. A Third Party Request shall include, but not limited to, any subpoena, discovery request, or other request for Confidential Information made by any entity not a Party to this Agreement.
13. “Undersigned Transmission Owners” means the Transmission Owners who are signatories to this Agreement.

B. Confidential Information - General Non-Disclosure Provisions

The following provisions govern the use of Confidential Information under this Agreement.

1. Disclosure of Confidential Information. A Disclosing Party may disclose or discuss a Party’s Confidential Information with any other Party to this Agreement. The disclosure of the Confidential Information is subject to the terms and conditions stated herein. Each Party acknowledges the importance to the other Parties of preserving the confidentiality of the Confidential Information and that a Disclosing Party is relying on the agreements set forth herein in furnishing Confidential Information to a Party. Each Party shall safeguard the Confidential Information at least to the same extent that it would its own confidential information.

2. Reviewing Representative. A Reviewing Representative shall not have access to any Confidential Information unless that Reviewing Representative is required to have the information in order to carry out that person’s Transmission Functions responsibilities and has executed the attached Non-Disclosure Certificate. The Reviewing Representative shall deliver a copy of his or her executed Non-Disclosure Certificate to PJM. A Reviewing Representative shall not use the Confidential Information or any portion thereof to give any Party or a

competitor of any Party a competitive or commercial advantage. A Reviewing Representative may make copies or Notes of Confidential Information that shall be subject to this Agreement. In the event a Reviewing Representative ceases to be employed or engaged by a Party, or is employed, retained, or given duties that include Competitive Duties, (i) the Reviewing Representative shall continue to comply with the terms and conditions of this Agreement with respect to the Confidential Information to which such person previously had access, (ii) the Party shall terminate the Reviewing Representative's access to Confidential Information, and (iii) the Party shall cause the Reviewing Representative to return or dispose of the Confidential Information, or transfer the information to another Reviewing Representative of the Party. Each Party shall advise the Reviewing Representatives that Confidential Information is confidential and shall be treated as confidential in accordance with this Agreement.

3. List of Reviewing Representatives. PJM shall receive and maintain copies of all Non-Disclosure Certificates executed by the Party's Reviewing Representatives, and shall maintain a list of the Reviewing Representatives.

4. Discussions of Confidential Information. Parties and Reviewing Representatives who have executed this Agreement or a Non-Disclosure Certificate may discuss Confidential Information with other Parties and Reviewing Representatives who have executed this Agreement or a Non-Disclosure Certificate.

5. Non-Disclosure to Third Parties. Parties shall not disclose Confidential Information to a third party without the prior written approval of the Disclosing Party. Each Party shall treat all Confidential Information in every form as confidential, and shall not reveal, divulge or disclose Confidential Information, at any time or for any reason, to any third person or entity. This provision shall survive the expiration, termination or cancellation of this Agreement in accordance with Section 9.

6. Defend Against Third Party Requests. Each Party and Reviewing Representative shall defend against disclosure of Confidential Information pursuant to any Third Party Request through all available legal processes, including, but not limited to, seeking to obtain any necessary protective orders. Each Party and Reviewing Representative shall provide PJM, and PJM shall provide each Disclosing Party, with prompt notice of any such Third Party Request or legal proceedings, and shall consult with PJM and/or any Disclosing Party in its efforts to deny the request or defend against such legal process. In the event a protective order or other remedy is denied, each Party agrees to furnish only that portion of the Confidential Information which its legal counsel advises PJM (and of which PJM shall, in turn, advise any Disclosing Party) in writing is legally required to be furnished, and to exercise their best efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information.

7. Permitted Limited Disclosure of Confidential Information. Notwithstanding anything to the contrary in this Agreement, a Party may disclose Confidential Information to the extent but only to the extent: (a) approved by the Disclosing Party in writing; or (b) required by Law or an Authority, but only if: (i) the Party attempts to notify the Disclosing Party as far in advance as practicable prior to making disclosure of its intent to disclose Confidential Information and of the content and mode of communication of the disclosure; and (ii) the Party

cooperates with the Disclosing Party's efforts to obtain a protective order protecting the Confidential Information from disclosure. In addition, if disclosure is required by Law or Authority, the Party to the extent practicable (and permitted by law), will (1) promptly notify the Disclosing Party of the circumstances surrounding the requirement, (2) consult with the Disclosing Party on available options to request confidential treatment and/or the advisability of taking legally available steps to resist or narrow the request or requirement for disclosure, and (3) disclose such Confidential Information only after using all reasonable efforts to comply with subsections (1) and (2) above and after cooperating with the Disclosing Party's reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any portion of the Confidential Information designated for such treatment by the Disclosing Party. The Party will furnish only that portion of the Confidential Information that is responsive to the request or requirement for disclosure, and will request that confidential treatment be accorded to the Confidential Information by the person(s) to whom the Party is required by Law or Authority to disclose the Confidential Information. Notwithstanding anything stated in this Agreement, the Disclosing Party shall retain the burden of prosecuting any action and/or seeking injunctive relief to prevent disclosure of the Confidential Information. Disclosure of Confidential Information in accordance with the terms of this paragraph shall not constitute a waiver of the protections under this Agreement or the confidentiality of such Confidential Information and such Confidential Information shall continue to be treated as confidential in accordance with this Agreement.

8. Ownership and Use of Confidential Information. All Confidential Information delivered by a Disclosing Party to a Party pursuant to this Agreement shall be and remain the property of the Disclosing Party, and such Confidential Information shall be promptly returned to the Disclosing Party upon request. That portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for a Party and all Confidential Information that is oral will be kept by a Party subject to the terms of this Agreement or destroyed. Neither the Party nor its Reviewing Representatives shall use the Confidential Information for any purpose whatsoever except for the purpose of executing the Reviewing Party's Transmission Functions. Once the Party no longer requires the use of such information for the purpose of performing its Transmission Functions, the Confidential Information shall be returned or destroyed in accordance with this Agreement.

9. Identification of Confidential Information. Confidential Information that is in writing or other tangible form (including electronic form) shall be subject to this Agreement only if it is clearly marked as "Confidential" when disclosed by the Disclosing Party to a Party. Confidential Information that is provided orally shall be subject to this Agreement only if its confidential nature is announced at the time of disclosure and an outline of the scope of the information provided is reduced to writing, with a copy provided to the Party within ten (10) calendar days of oral disclosure of the information. Inadvertent failure to mark Confidential Information as "Confidential" at the time it is disclosed shall not be deemed a waiver by the Disclosing Party of the protections of this Agreement provided that such Confidential Information is identified and marked "Confidential" promptly upon the discovery of its inadvertent disclosure. Confidential Information excludes any information that: (i) the Disclosing Party has not specifically notified the Party is confidential; (ii) becomes available to the Party or the Reviewing Representative on a non-confidential basis from a source other than:

(a) the Disclosing Party, or other person acting on behalf of the Disclosing Party; or (b) a Party who has confidentiality obligations to the Disclosing Party; (iii) is or becomes generally available to the public other than as a result of a disclosure by the Party or its Reviewing Representatives; (iv) was previously known to the Party or its Reviewing Representative free and clear of any obligation to keep it confidential; (v) is disclosed to third parties by the Disclosing Party without restriction or obligation of confidentiality; (vi) is developed independently by the Party as evidenced by documentation made in the ordinary course of business by the Party; or (vii) the Disclosing Party notifies the Party that such information is no longer Confidential Information.

10. Term of Agreement. This Agreement shall remain in effect unless and until terminated by the Parties. The obligations of the Parties under this Agreement shall continue and survive the Transmission Functions for which the Confidential Information was disclosed and shall remain binding under this Agreement unless disclosure is permitted under Section 8 or required by Law or Authority. Nothing herein shall be construed to limit the term of protection of Confidential Information otherwise protected by Law or Authority.

11. Disclaimer of Warranties. Each Party hereby disclaims and does not make any express or implied representation or warranty concerning the accuracy or completeness of Confidential Information and no Disclosing Party shall have liability to the Party for the Party's use of Confidential Information of the Disclosing Party. In addition, nothing in this Agreement requires the disclosure of Confidential Information or supersedes the discretion of the Disclosing Party. In addition, nothing in this Agreement requires the disclosure of Confidential Information or supersedes the discretion of the Disclosing Party to determine the extent of the Confidential Information disclosed. Disclosure of Confidential Information of any nature shall not obligate the Disclosing Party to disclose any further Confidential Information.

12. No License. No license to the Party, under any trademark, patent copyright, mask work protection right or any other intellectual property right, is either granted or implied by the conveying of Confidential Information to such Party. None of the Confidential Information which may be disclosed by a Disclosing Party shall constitute any representation, warranty, assurance, guarantee or inducement by such Disclosing Party to any other Party of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights, or other rights of third persons.

13. No Implied Agreement. Except as provided herein, no Party shall be under any legal obligation of any kind whatsoever by virtue of this Agreement.

14. Compliance with Law. Nothing stated herein shall be construed to require any Party to take any action in violation of applicable Laws or regulations.

15. Miscellaneous.

- a. Binding Effect. The obligations of the Parties shall be binding on and inure to the benefit of their respective heirs, successors, assigns, and affiliates.

- b. Integration. This Agreement constitutes the Parties' entire agreement concerning the subject matter hereof and may be amended or modified only by a subsequent agreement in writing. A waiver, discharge, amendment, modification or termination of this Agreement or any provision hereof, shall be valid and effective only if in writing and executed by all Parties. A written waiver of a right, remedy or obligation under a provision of this Agreement will not constitute a waiver of the provision itself, a waiver of any succeeding right, remedy or obligation under the provision, or a waiver of any other right, remedy, or obligation under this Agreement. Any delay or failure by a Party in enforcing any obligation or in exercising any right or remedy shall not operate as a waiver of it or affect that party's right later to enforce the obligation or exercise the right or remedy and a single or partial exercise of a right of remedy by a Party does not preclude any further exercise of it or the exercise of any other right or remedy of that Party.
- c. Severability. If any provision of this Agreement is held by an Authority to be invalid, void or unenforceable in any respect or with respect to Confidential Information, such provision in all other respects or with respect to all other Confidential Information, as the case may be, and the remaining provisions with respect to all Confidential Information, shall nevertheless continue in full force and effect without being impaired or invalidated and shall be enforced to the full extent permitted by Law.
- d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.
- e. Form of Notices. Every notice, consent or approval required or permitted under this Agreement shall be valid only if in writing and delivered personally, by mail, by facsimile or by electronic mail, and sent by the sender to each other Party at its address or number listed for a Party's Reviewing Representative. A validly given notice, consent or approval will be effective when received if delivered.
- f. No Assignment. Each Party recognizes that breach of its obligations hereunder shall cause irreparable harm to the Disclosing Party and agrees that in the event of breach, the Disclosing Party shall have in addition to any and all remedies at Law, the right to an injunction, specific performance or other equitable relief. A party's liability for breach of this Agreement shall be limited to the dollar amount of any direct damages caused by gross negligence, intentional or deliberate misconduct of such Party or of its Reviewing Representative. The Party shall not be liable for special, incidental, consequential and indirect damages, court costs and attorneys' fees in connection with any breach hereunder.

- g. Governing Law. This Agreement shall be interpreted, construed and governed by the Laws of the State of Delaware exclusive of the conflicts of laws provisions.
- h. Other PJM Agreements or Tariffs. This Agreement shall not be construed to alter or lessen the protection for confidential treatment of information under PJM's agreements or tariffs, or otherwise pursuant to an order of the Commission.
- i. Party. Any entity that becomes a party to the Consolidated Transmission Owners Agreement dated December 15, 2005 may become a Party to this Agreement by executing a copy, proving an executed copy to PJM and giving notice to all parties in accordance with this Agreement.
- j. Withdrawal. A Party may withdraw from this Agreement on 30-day notice by giving notice to all Parties in accordance with the notice requirements of this Agreement, subject to such withdrawing party certifying in writing prior the effectiveness of such withdrawal that: (i) it has returned or destroyed all Confidential Information then in its possession; and (ii) it will remain bound by the disclosure limitations imposed by this Agreement.

IN WITNESSS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.