## AMENDED NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement dated as of the 20<sup>th</sup> day of October, 2015, by and among PJM Interconnection, L.L.C. ("PJM") and each of the Undersigned Transmission Owners (hereinafter the Undersigned Transmission Owners are collectively referred to as "Parties" and individually as a "Party") will govern future disclosures of Confidential Information between the Parties without affecting the continuing terms and conditions by which Confidential Information has been provided pursuant to the Non-Disclosure Agreement dated January 17, 2006.

#### RECITALS

- 1. The Undersigned Transmission Owners, through the action of the Administrative Committee established under the Consolidated Transmission Owners Agreement dated December 15, 2005, have established, and may from time to time establish, various working groups and committees comprised of representatives of PJM and the Undersigned Transmission Owners:
- 2. In the course of performing the tasks assigned by the Administrative Committee to such working groups or committees, or in the course of performing Administrative Committee functions, the Parties may from time to time disclose and discuss Confidential Information pursuant to Section 9.15.2 of the Consolidated Transmission Owners Agreement dated December 15, 2005; and
- 3. In accordance with Section 9.15.2 of the Consolidated Transmission Owners Agreement dated December 15, 2005, the Parties desire to enter into this Agreement to protect from disclosure to third parties the Confidential Information that will be disclosed and discussed.
- 4. Exchange of Confidential Information between the Parties and PJM Interconnection, L.L.C. shall be governed by the procedures for addressing Confidential Information established in the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C.
- 5. As set forth in this Agreement, PJM is responsible for collecting and maintaining the various Non-Disclosure Certificates associated with this Agreement and therefore is a party to this Agreement for that reason.

## **AGREEMENT**

Now, therefore, in consideration of the mutual promises made herein, the Parties agree as follows:

- 1. <u>Definitions</u>. As used in this Agreement, the following terms shall have the meanings ascribed to them below:
  - a. "Agreement" means this Non-Disclosure Agreement, as it may be amended, modified or otherwise supplemented, as in effect from time to time.

- b. "Authority" means a federal, state or local court or federal or state administrative agency of competent jurisdiction.
- c. "Competitive Duties" means (i) the marketing or sale of electric power at wholesale, (ii) the purchase or sale of electric power at wholesale, (iii) the direct supervision of any employee with such responsibilities, or (iv) the provision of electricity marketing consulting services to persons or entities engaged in items (i), (ii) or (iii) above.
- d. "Disclosing Party" means the Party furnishing the other Party(ies) with Confidential Information.
- e. "Committee" means the Administrative Committee established pursuant to the Consolidated Transmission Owners Agreement and the working groups, committees, sub-committees and other bodies established by the Administrative Committee.
- "Confidential Information" means all the information designated as confidential that is furnished to a Party or the Reviewing Representative by the Disclosing Party. Confidential Information includes Notes of Confidential Information. Confidential Information includes information defined as "Critical Energy Infrastructure Information" ("CEII") in accordance with the Commission's regulations at 18 C.F.R. § 388.113.
- g. "FERC" means the Federal Energy Regulatory Commission or any successor federal agency or commission.
- h. "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.
- i. "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, that he or she is not currently engaged in Competitive Duties, and that he or she has read this Agreement and agrees to be bound by it.
- j. "Notes of Confidential Information" means memoranda, handwritten notes or other form of information (including electronic form) which copies or discloses Confidential Information.
- k "PJM" means PJM Interconnection, L.L.C., or any successor organization.
- 1. "Reviewing Representatives" means a person who has signed a Non-Disclosure Certificate and who is a principal, partner, officer, director, employee, agent and other representative, expert and advisor, including, without limitation, attorney,

independent accountant, consultant and financial advisor of a Party. A 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 its Standards of Conduct.

- m. "Standards of Conduct" means the standards as set forth in 18 C.F.R. Part 358 as amended or superseded from time to time.
- n. "Transmission Owner" shall have the meaning defined in the Consolidated Transmission Owners Agreement.
- o. "Undersigned Transmission Owners" means the Transmission Owners who are signatories to this Agreement.
- Disclosure of Confidential Information. The Parties may disclose and discuss Confidential Information in the course of the various Committees. The disclosure of the Confidential Information is subject to the terms and conditions stated herein, with the exception that if such Confidential Information is CEII and is either on file with FERC or is in the possession of PJM, then access and release of such Confidential Information will be governed by the Commission's regulations and/or under PJM's CEII process detailed on the PJM website at http://www.pim.com/documents/ferc-manuals/ceii.aspx, and further that any CEII not on file at FERC or in the possession of PJM will have its access and release governed under this Agreement by execution of a Special Purpose Non-Disclosure Certificate restricting its use to that for which it is furnished to a Reviewing Representative as a member of a TOA-AC Working Group or Task Force for which such CEII is needed. At the discretion of an individual Transmission Owner signatory, a Transmission Owner's own CEII may be released and governed by the execution of a Special Purpose Non-Disclosure Certificate restricting its use as described above. 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 in this Agreement 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. Nothing herein shall be interpreted to limit the ability of the Parties to disclose or discuss Confidential Information by and among the Parties.
- 3. Reviewing Representative. A Reviewing Representative shall not have access to any Confidential Information unless that Reviewing Representative needs to know the information in order to carry out that person's 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 information contained in Confidential Information 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

- 4. <u>List of Reviewing Representatives</u>. PJM shall receive and maintain copies of all Non-Disclosure Certificates executed by the Parties' Reviewing Representatives and shall maintain a list of the Reviewing Representatives.
- 5. <u>Non-Disclosure to Third Parties</u>. 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. 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.
- 7. 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 work of the Committees. Once the work of the Committee is over, or the Committee's need for the Confidential Information is terminated, the Confidential Information shall be returned or destroyed in Accordance with this Agreement.

### 8. Confidential Information.

- a. 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" or "CEII" when disclosed by the Disclosing Party to a Party. Confidential Information that is CEII shall be subject to the terms of this Agreement specifically applicable to CEII only if it is clearly marked as "CEII." Confidential Information, including CEII, that is provided orally shall be subject to this Agreement only if its confidential nature or the fact that it is CEII 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" or "CEII" 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" or "CEII" promptly upon the discovery of its inadvertent disclosure.
- b. 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. This provision shall not apply to any information that is CEII.
- 9. <u>Term of Agreement</u>. 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 completion of the work of the Committees 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.

- 10. <u>Disclaimer of Warranties</u>. Each Party hereby disclaims and does not make hereby 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 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.
- 11. <u>No License</u>. No license to the Party, under any trademark, patent, copyright, mark 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.
- 12. <u>No implied Agreement</u>. Except as provided herein, no Party shall be under any legal obligation of any kind whatsoever by virtue of this Agreement.
- 13. <u>Compliance with Law.</u> Nothing stated herein shall be construed to require any Party to take any action in violation of applicable laws or regulations.
- 14. Miscellaneous.
  - a. <u>Binding Effect</u>. 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. <u>Severability</u>. 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. <u>Counterparts</u>. 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. <u>Notices</u>. If delivered, every notice, consent or approval required or permitted under this Agreement shall be valid only if in writing and delivered personally, by mail, by telefacsimile or by electronic mail, and sent by the sender to each other Party at its address or number listed for a Party's representative and alternate in the official roster of the Administrative Committee listed on the PJM internet site. A validly given notice, consent or approval will be effective when received if delivered.
- f. No Assignment. This Agreement and the rights and obligations of the Parties may be assigned only upon the prior written approval of the Parties, except as to a successor in the operation of a Party's transmission business by reason of a merger, consolidation, reorganization, sale, spinoff, or foreclosure, as a result of which substantially all such transmission business is acquired by such a successor, and such successor becomes a Party to this Agreement. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their lawful successors and permitted assigns.
- g. Remedies. 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.
- h. <u>Governing Law</u>. This Agreement shall be interpreted, construed and governed by the laws of the State of Delaware exclusive of the conflicts of laws provisions.
- i. 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 FERC.
- New 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, providing an executed copy to PJM and giving notice to all Parties in accordance with this Agreement.

k. Withdrawal. Any 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 to 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 WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

**Rockland Electric Company** 

By\_\_\_\_ Name:

Michele Hanebuth

Title:

Director, Control Center & Substation Operations

Date:

October 20, 2015

Public Service Electric and Gas Company

By And Mat
Name: Jack Masker 2
Title: Sr Director Treamnss Development of Stating of
Date: 4/2.2/16

Potomac Electric Power Company

Pepco Holdings, Inc.

Vice President - Federal Regulatory Policy

PPL Electric Utilities Corporation

By Front Shehador H Name: FRANK J. RICHARDSON Title: Mg. RTO over Federal Poley Date: 10/20/2015

Exelon Corporation on behalf of its subsidiaries Baltimore Gas & Electric Company, Commonwealth Edison Company, Commonwealth Edison Company of Indiana, Inc., and PECO Energy Company.

Title: Vice President, Transmission Strategy & Compliance

Date: October 21, 2015

Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc.

Name: Timothy A. Abbott

Title: Director, System Operations Services

Date: October 20, 2015

Virginia Electric and Power Company (Dominion Virginia Power)

Name; Michael Batta

Title: Director - Electric Transmission Policy

Date: 10/27/2015

**Duquesne Light Company** 

Name: F.M. DORAN Title: VP OPS Date: 10-26-2015

**American Electric Power Service Corporation** 

By S. Rajor SUNDARMENTAN Title: V. D. TRANSMISSIUM STRANDAY Date: 10/22/15

PJM Interconnection, L.L.C.

Name: Title:

VICE PRESIDENT, PLANNES 4/5/16

Date:

The Dayton Power and Light Company

By W. Estimash

Name: HERTZEL SHAMASH

Title: V. P.

Date: 4-4-2016

Delmarva Power & Light Company

Name: Gloria Godson

Title: VP, Federal Regulatory Policy

Date: October 20, 2015

Atlantic City Electric Company

Name: Gloria Godson

Title: VP, Federal Regulatory Policy Date: October 20, 2015

Linden VFT, LLC By Power Holding LLC

Its Managing Member

Name: William Poleway
Title: Vice President
Date: 9/5/14

The Dayton Power and Light Company

By 10-200 00 72 1 1 1 Name: Randall V Gr. Plan
Title: Chaf Ragilatry Course
Date: Apr. 4, 2016

UGI Utilities, Inc.

Name: Eric W. Sorber

Title: Director Engineering & Operations Date: October 22, 2015

American Transmission Systems, Incorporated

Name: Steven E. Strah

Title: Senior Vice President and President, FE Utilities

Trans Allegheny Interstate Line Company

Name: Steven E. Strah

Title: Senior Vice President and President, FE Utilities

Metropolitan Edison Company

Name: Steven E. Strah

Title: Sr. Vice President and President, FE Utilities

Pennsylvania Electric Company

Name: Steven E. Strah

Title: Senior Vice President & President, FE Utilities

Monongahela Power Company, The Potomac Edison Company and West Penn Power Company, all doing business as Allegheny Power.

Name: Steven E. Strah

Title: Sr. Vice President and President, FE Utilities

Jersey Central Power & Light Company

Name: Steven E. Strah

Title: Sr. Vice President and President, FE Utilities Date: July 14, 2016

City of Rochelle

Name:

Title:

Date:

Allegheny Electric Cooperative, Inc.

NIa-

Name:

Todd A. Sallade

Title: Date:

Vice President - Power Supply & Engineering
Allegheny Electric Cooperative, Inc.
212 Locust St., P.O. Box 1286
Harrisburg, PA 17108

(717) 233-570**4** 

Allegheny Electric Cooperative, Inc. ("Allegheny") has advised the other signatories to the Non-Disclosure Agreement ("Agreement") in the past that due to Allegheny's staff size and other circumstances, strict application of the provisions of the Standards of Conduct as defined herein is not feasible, and that Allegheny is not subject to FERC jurisdiction. However, consistent with its disclosures related to prior non-disclosure agreements of the PJM transmission owners, Allegheny hereby certifies that Allegheny will not provide any Confidential Information received pursuant to the above-referenced Agreement to any entity or party outside of Allegheny. Allegheny further certifies that Allegheny will not use any Confidential Information provided pursuant to the Agreement to Allegheny's competitive advantage. Allegheny further understands that on a case-by-case basis, some situations relating to receipt of Confidential Information may be addressed by the other signatories.

East Kentucky Power Cooperative, Inc.

Name: Darrin Adams

Title: Director, Power Delivery Planning, Design, & Construction

Date: September 6, 2016

# ITC Interconnection LLC

Name: Terry S. Harvill

Title: President, ITC Grid Development

Date: March 16, 2017

Southern Maryland Electric Cooperative

Dy.\_\_

Name: Title:

Date:

SRVP : COO

9-18-18

**AMP Transmission, LLC** 

Name: Lisa G. McAlister

Title: General Counsel Date: November 7, 2018

Company: <u>Exelon Corporation</u>

Name: Arthur Brown

Title: Assistant General Course

Date: 4/17/2019