



MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) executed this _____, 20____, is by and between Duquesne Light Company (“Duquesne”) and _____, a seller of goods and/or contractor for services (“Supplier”).

WHEREAS, Duquesne intends to disclose to Supplier certain Confidential and Proprietary Information (defined below), in connection with the provision of goods and/or services by Supplier to Duquesne (the “Work”), both orally and in writing, initially in the Request For Quotation and later during negotiations and under the Purchase Agreement with the Supplier.

WHEREAS, the Supplier’s response to Duquesne’s Request For Quotation may contain certain Confidential and Proprietary Information of Supplier.

WHEREAS, with respect to Duquesne, Confidential and Proprietary Information shall mean all information received in any form or in any medium both oral, in writing and by demonstration, and whether disclosed on, before or after the date of the Agreement, whether or not indicated to be Confidential and Proprietary Information or marked as such at the time of disclosure, pertaining to Duquesne or the Work.

WHEREAS, with respect to Supplier, Confidential and Proprietary Information shall mean the Supplier’s written response to Duquesne’s Request for Quotation, whether or not indicated to be Confidential or Proprietary Information or marked as such at the time of submission.

NOW, THEREFORE, Duquesne and Supplier, intending to be legally bound, agree that any Confidential and Proprietary Information received by either party from the other party shall be governed by the following terms and conditions:

1. For and in consideration of the disclosure and divulgence of the Confidential and Proprietary Information by a party (the “Disclosing Party”), the party receiving such information (the “Receiving Party”) shall maintain the information secret and confidential and exercise the same care, but no less than reasonable care, to prevent the disclosure of such information as it exercises to prevent disclosure of its own proprietary and confidential information.
2. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANOTHER AGREEMENT BETWEEN THE PARTIES, THE CONFIDENTIAL AND PROPRIETARY INFORMATION IS PROVIDED ON AN “AS-IS” BASIS WITHOUT ANY WARRANTY OF ANY KIND, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES REGARDING ACCURACY, COMPLETENESS, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
3. Receiving Party shall not use the Confidential and Proprietary Information for any purpose other than in connection with the performance of the Work without prior written approval of Disclosing Party. Receiving Party expressly agrees that without such prior approval, Receiving Party shall not use any of the Confidential and Proprietary Information for any party other than Disclosing Party.
4. Receiving Party shall not make copies, excerpt or in any way reproduce the Confidential and Proprietary Information, except as may be specifically required in furtherance of the performance of the Work without the prior written approval of Disclosing Party. Where reproductions are permitted in accordance with this paragraph, each reproduction shall be appropriately marked to show that it contains Confidential and Proprietary Information of Disclosing Party and shall contain all applicable copyright notices and proprietary legends, if any. Receiving Party shall keep all such reproductions separately from its own documents and only at its usual premises.



5. Disclosing Party retains all rights, title and interest in and to the Confidential and Proprietary Information.
6. Supplier warrants that, if it is requesting or receiving Confidential and Proprietary Information relating to:
 - a. the Bulk Electric System ("BES") and BES Cyber Assets and BES Cyber Systems, as defined by the North American Reliability Corporation ("NERC");
 - b. information relating to Critical Energy Infrastructure Information, as defined by the Federal Energy Regulatory Commission; or
 - c. any other information relating to or describing Duquesne's electrical distribution and transmission infrastructure, including but not limited to the information on Duquesne's transmission stations and substations and their associated primary control centers, that if rendered inoperable or damaged as a result of a physical attack could result in widespread instability, uncontrolled separation or cascading within an interconnection as defined under PJM Interconnection LLC or any other regional transmission organization's and/or NERC's Reliability Standards

(collectively, the "Critical Infrastructure Information"), it and any employee, agent, representative or subcontractor who will have access to the Critical Infrastructure Information shall have received all required approvals from any applicable governmental agencies or other entities prior to accessing such Critical Infrastructure Information.

7. Supplier must not remove the information relating to Duquesne electrical infrastructure from the Duquesne site, unless expressly authorized by Duquesne in writing.
8. Supplier shall immediately notify Duquesne of any changes in the status of Supplier employees or subcontractors with access to Confidential and Proprietary Information, including suspension, termination (including for cause terminations) or criminal activity that would be considered a potential concern to the reliability of Duquesne's operations and security. In the event an employee or a subcontractor ceases to be employed by the Supplier, Supplier must immediately terminate the employee's or subcontractor's access to Confidential and Proprietary Information and shall cause such employee or subcontractor to immediately return to Duquesne or dispose of the Confidential and Proprietary Information. After the termination of the employment or contract, Supplier shall ensure that its former employee or subcontractor will remain bound by the terms of this Agreement.
9. Upon the written request of Disclosing Party, Receiving Party shall either return or destroy, in the manner reasonably required by Disclosing Party, the Confidential and Proprietary Information and all reproductions thereof in accordance with Disclosing Party's instructions.
10. Nothing in this Agreement shall affect Receiving Party's right to use and/or disclose to others any and all Confidential and Proprietary Information or any part thereof which:
 - a. Is documented as being already known to the Receiving Party without obligation of confidentiality;
 - b. Is or becomes publicly known through no wrongful acts of the Receiving Party;
 - c. Is contained in any issued patent or becomes published or otherwise generally known in Receiving Party's trade through no wrongful act of the Receiving Party; from the date it becomes published or generally known;



- d. Is received from a third party without restriction and through no wrongful act of the Receiving Party; or
 - e. Is approved for release by written authorization of Disclosing Party.
11. Receiving Party agrees to defend, indemnify and hold harmless Disclosing Party for any costs and expenses, including without limitation attorneys' fees and expenses, resulting from Receiving Party's, its employees' or subcontractors' breach of its obligations hereunder and Disclosing Party's actions to enjoin such breach and/or enforce its rights hereunder.
12. Notwithstanding anything to the contrary in this Agreement, Receiving Party may disclose the Confidential and Proprietary Information if and to the extent required by law. Receiving Party shall give prompt notice to Disclosing Party of such disclosure request as far in advance as practicable prior of making disclosure and, if requested, assist Disclosing Party in restricting any disclosure required by law.
13. Each party hereby acknowledges that, due to the unique nature of the Confidential and Proprietary Information, the Disclosing Party's remedies at law are inadequate and that the Disclosing Party will suffer irreparable harm in the event of breach or threatened breach of any provision of this Agreement. Accordingly, in such event, the Disclosing Party shall be entitled to seek preliminary and final injunctive relief without a requirement to post bond, as well as any and all other applicable remedies available to Disclosing Party at law or in equity, including the recovery of damages.
14. The obligations of confidentiality hereunder with respect to any Confidential and Proprietary Information shall continue for a period of five (5) years from the date of the last disclosure of Confidential and Proprietary Information under this Agreement, except that the following Confidential and Proprietary Information shall remain subject to the confidentiality obligations indefinitely:
 - a. Critical Infrastructure Information; and
 - b. Duquesne customer or employee information or data naming or identifying a natural person such as: (a) personally identifying information that is explicitly defined as a regulated category of data under any data privacy or data protection laws applicable to Duquesne; (b) non-public information, such as a home address or email address, national identification number, passport number, social security number, driver's license number; (c) health or medical information, such as insurance information, medical prognosis, diagnosis information or genetic information; (d) financial information, such as a policy number, credit card number and/or bank account number; and/or (e) sensitive personal data, such as mother's maiden name, race, marital status, gender or sexuality.
15. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, except for its conflicts of law provisions. The courts of the Commonwealth of Pennsylvania shall have the exclusive jurisdiction over any disputes or controversy arising out or in connection to this Agreement.
16. Receiving Party agrees not to assign this Agreement without the prior written approval of Disclosing Party. Any purported assignment without such prior approval shall be null and void.
17. This Agreement may not be superseded, amended or modified except by written agreement between Disclosing Party and Receiving Party.
18. This Agreement contains the entire agreement and understanding between the parties as to the



subject matter herein. In the event of conflict between the Purchase Agreement and the Agreement, the more restrictive provisions shall control.

- 19. Failure to enforce any provision of this Agreement, or any delay or omission exercising any right under this Agreement, will not constitute a waiver of that provision or right, or of any future enforcement of that provision or right, or of any other term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

DUQUESNE LIGHT COMPANY

By: 

By: _____

Name: C. James Davis Jr.

Name: _____

Title: Dir., Rates, Energy Procurement, and FERC/RTO Affairs

Title: _____