

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made and effective this ____ day of ____, 20__ between Progress Energy Service Company, LLC (on its own behalf, and as agent for its parent, subsidiary and affiliate companies) with its principal office in Raleigh, North Carolina, and _____, with its principal offices in _____.

In consideration for the disclosures which may be made under this Confidentiality Agreement by each party to the other party, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Except as provided in Section 5 of this Confidentiality Agreement, any financial, technical and other business information disclosed in any form, whether oral, visual or fixed, made directly or indirectly by either party (the "Disclosing Party") to the other party (the "Recipient") which may be exchanged or disclosed in connection with discussions between the parties relating to **[ENTER DESCRIPTION OF THE PROJECT OR ACTIVITY]** (hereinafter the "Information") shall be held by Recipient on a strictly confidential basis. Recipient agrees to use the Information only for the purpose described in this Section 1 and for no other purpose whatsoever without the prior written consent of the Disclosing Party.
2. Recipient agrees that the Information is confidential and valuable trade secret information of the Disclosing Party. Recipient shall take reasonable steps to protect the confidential nature of the Information. Recipient shall inform each of its employees having access to the Information of its proprietary nature and shall also inform such employees of the obligations set forth in this Confidentiality Agreement restricting disclosure, use and handling of the Information. Recipient shall not disclose the Information to any third party that is not an employee without the prior written consent of the Disclosing Party. Recipient agrees that it shall return the Information to the Disclosing Party after it is no longer needed for the purpose described above, or upon request of the Disclosing Party.
3. Recipient shall immediately report any disclosure of the Information in violation of this Confidentiality Agreement to the Disclosing Party. Recipient agrees to take all reasonable steps to minimize the adverse effects of any such disclosure, and to fully cooperate with the Disclosing Party in its efforts to minimize such adverse effects.
4. Recipient agrees that any disclosure of the Information in violation of this Confidentiality Agreement will cause irreparable harm to the Disclosing Party, and that injunctive relief is an appropriate remedy. Recipient therefore agrees that, in addition to any other remedy which the Disclosing Party may be at law or in equity, the Disclosing Party shall be entitled to injunctive relief without posting any bond.
5. The provisions set forth above shall not apply to (a) information that Recipient can show by cogent evidence was already in Recipient's possession at the time of disclosure by the Disclosing Party; (b) information that is generally available in the public domain other than as a result of a breach of this Confidentiality Agreement; (c) any information which was received in good faith from an independent source without knowledge of any

obligation of non-disclosure to the Disclosing Party; (d) information that is independently developed or acquired by Recipient through persons who have not had, either directly or indirectly, access to or knowledge of such Information; or (e) any information that is disclosed with the prior written consent of the Disclosing Party.

6. This Confidentiality Agreement shall be effective from the date first set forth above, and shall remain in full force and effect for a period of three (3) years after the purpose described in Section 1 of this Confidentiality Agreement is complete.
7. Recipient hereby agrees that any parent, subsidiary or affiliate of the Disclosing Party and any third party owning any part of the Information are third party beneficiaries of this Confidentiality Agreement, and are entitled to enforce its provisions as if it was a party to this Confidentiality Agreement.
8. Any failure or delay by the Disclosing Party in exercising any right, power or privilege under this Agreement shall not operate as a waiver.
9. Recipient shall fully comply with all export and import control laws and regulations with regard to any Information supplied by Progress Energy to Recipient under this Confidentiality Agreement. In particular, Recipient shall not directly or indirectly use, export, re-export, distribute, transfer or transmit any such Information in whole or in part, in any form without all required United States and foreign government licenses and authorizations, including but not limited to any applicable export control regulations of the U.S. Nuclear Regulatory Commission, the U.S. Department of Energy or the U.S. Department of Commerce. In no event shall Progress Energy be obligated under this Confidentiality Agreement or any other agreement to provide access to or furnish any work or information except in compliance with applicable United States export control laws, regulations, policies, licenses and approvals.
10. This Confidentiality Agreement shall be construed, interpreted and applied in accordance with the laws of the State of North Carolina, provided that any conflict of laws provision of such state shall not be used to apply the laws of any other state or jurisdiction. The parties agree that any action or proceeding arising out of or related in any way to this Confidentiality Agreement shall be brought solely in a court of competent jurisdiction in the State of North Carolina. Both parties irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, and agree to be subject to the personal and subject matter jurisdiction of any such court.
11. This Confidentiality Agreement and the rights and duties of the parties hereunder may not be assigned or delegated by either party without the prior written consent of the other party. This Confidentiality Agreement may only be amended in writing and must be signed by an authorized representative of both parties.

In witness whereof, the parties hereto have each caused this Confidentiality Agreement to be executed by it's duly authorized representatives.

PROGRESS ENERGY SERVICE
COMPANY, LLC

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____