

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made and effective this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ between Progress Energy Service Company, LLC (collectively with its parent, subsidiary and affiliate companies, the "Owner"), with its principal offices in Raleigh, North Carolina, and \_\_\_\_\_, (hereinafter "Recipient"), with its principal offices in \_\_\_\_\_.

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

1. Any disclosure of any kind and in any form, whether oral, visual or fixed, made directly or indirectly by Owner to Recipient related 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 Owner.
2. Recipient agrees that the Information is the confidential and valuable trade secret information of Owner or its suppliers. Recipient shall take all necessary steps to protect the confidential nature of the Information. Recipient shall only disclose the Information to its employees that have executed a written confidentiality agreement in a form substantially the same as this Non-Disclosure Agreement on a "need to know" basis, and shall not disclose the Information to any other party without the prior written consent of Owner. 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 Agreement restricting disclosure, use and handling of the Information. Recipient agrees that it shall not make any copies of the Information in whole or in part except as necessary for the purpose described above, and agrees to return the Information and all copies to Owner after it is no longer needed, or upon request by Owner.
3. Recipient shall immediately report any disclosure of the Information in violation of this Agreement to Owner in writing. Recipient agrees to take all reasonable steps to minimize the adverse effects of any such disclosure, and to fully cooperate with Owner in its efforts to minimize such adverse effects. Recipient shall also indemnify Owner against any costs (including legal fees), damages or other expenses arising out of any improper use or unauthorized disclosure of the Information or any remedial efforts undertaken by Owner.
4. Recipient agrees that any disclosure of the Information in violation of this Agreement will cause irreparable harm to Owner. Recipient therefore agrees that, in addition to any other remedy which Owner may be at law or in equity, the Owner 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 Owner; (b) information that is generally available in the public domain other than as a result of a breach of this Agreement; (c) any information which was received in good faith from an independent source without knowledge of any obligation of non-disclosure to Owner; or (d) any Information that is disclosed with the prior written consent of Owner.

6. This 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 Agreement is complete.
7. Recipient hereby agrees that any parent, subsidiary or affiliate of Owner and any third party owning any part of the Information are third party beneficiaries of this Agreement, and are entitled to enforce its provisions as if it was a party to this Agreement.
8. Any failure or delay by Owner 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 Owner to Recipient under this 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 Owner be obligated under this Contract 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 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. Recipient agrees that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of North Carolina. Recipient irrevocably and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, and agrees to be subject to the personal and subject matter jurisdiction of any such court.
11. This Agreement and the rights and duties of the parties hereunder may not be assigned or delegated by Recipient without the prior written consent of Owner. This Agreement may only be amended by in writing and must be signed by an authorized representative of both parties.

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

PROGRESS ENERGY SERVICE  
COMPANY, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_