

Appendix B. Confidentiality Agreement NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is entered into as of _____, 2009 by and between the Companies whose signatures appear below (separately referred to as “Party” or jointly as “Parties”).

WHEREAS, the Parties are considering entering into a negotiated transaction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Definition of Confidential Information. For the purposes of this Agreement, “Confidential Information” shall mean any information disclosed by one of the Parties (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with evaluating the potential negotiated transaction, whether disclosed orally or by way of observation, or in written, graphic, machine-readable or any other tangible medium, including without limitation data, designs, memoranda, models, prototypes, hardware, tools or tooling technology, and all analyses, compilations, forecasts, data, transmission data, studies, notes, translations, memoranda, or other documents or materials prepared by the Receiving Party containing or based on, or generated or derived from, in whole or in part, any such information disclosed.

2. Exceptions. Confidential Information shall not include information which:

- a. is or becomes available in the public domain through no act of the Receiving Party;
- b. is independently developed by or on behalf of the Receiving Party without any use of Confidential Information of the Disclosing Party; or
- c. was acquired by the Receiving Party from other than the Disclosing Party prior to the time of its disclosure by the Disclosing Party, as shown by files of the Receiving Party in existence at the time of disclosure, and at a time when the Receiving Party was under no obligation to the Disclosing Party to keep such information confidential.

3. Obligations. Each Party shall:

- a. treat Confidential Information of the other Party with the same degree of confidentiality with which it treats its own Confidential Information (except that it shall not release such Confidential Information pursuant to this or any other Agreement), and in no case less than a reasonable degree of confidentiality;
- b. use Confidential Information only in connection with evaluating the potential negotiated transaction between the Parties;

c. not copy Confidential Information, in whole or in part, except as required in furtherance of the uses thereof permitted by this Agreement, and except with accurate reproduction of all proprietary legends and notices located in the originals;

d. limit dissemination of Confidential Information received from the Disclosing Party to only those of its employees and outside consultants who have a need to know the Confidential Information in furtherance of the uses thereof permitted by this Agreement (such existing, future and former employees and outside consultants being bound by the terms of this Agreement); provided, however, that the Receiving Party shall in all events be responsible to the Disclosing Party for any action or inaction of the Receiving Party's existing, future and former employees and outside consultants that would violate this Agreement, as if the action or inaction had been that of the Receiving Party directly;

e. not disseminate any Confidential Information to marketers; and

f. destroy or return to the Disclosing Party any Confidential Information received in written or other tangible media, including all copies and records thereof, upon any request by the Disclosing Party, except for a single set of copies which the Receiving Party may retain solely as an archival record of materials submitted.

4. Legally Required Disclosure. If the Receiving Party or any of its representatives becomes legally compelled to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with prompt notice of such requirement and shall cooperate with the Disclosing Party in seeking to obtain a protective order or other arrangement pursuant to which the confidentiality of the Confidential Information is preserved. If such an order or arrangement is not obtained, the Receiving Party agrees that it and its representatives will disclose only that portion of the Confidential Information as is legally required. Any legally compelled disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement.

5. Errors and Omissions. Nothing in this Agreement shall be construed to impose on the Disclosing Party any liability or responsibility for errors or omissions in, or any business decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement.

6. Term. This Agreement shall be effective as of the date hereof and shall continue for a period of one (1) year, unless mutually agreed in writing by the Parties to be extended.

7. Survival. The restrictions and obligations of Paragraphs 3 and 4 of this Agreement shall survive the expiration of this Agreement, and shall continue to bind the Parties, their successors, heirs and assigns, for a period of five (5) years after the date of expiration.

8. Ownership of Confidential Information. Each of the Parties acknowledges that Confidential Information of the Disclosing Party is and shall remain the exclusive property and a valuable trade secret of the Disclosing Party, and is disclosed subject to the Disclosing Party's ownership rights. Nothing herein shall grant, explicitly or implicitly, any ownership right in, or license to use, the Confidential Information.

9. No Agency. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to enter into a partnership, agency, employment or joint venture relationship between the Parties, to make or purchase any products or services by any Party or to make any commitment by any Party with respect to the present or future marketing of any product or service.

10. No Assignment. No Party may assign any of its rights or delegate any of its obligations under this Agreement, except upon the prior written consent of the other Party.

11. Equitable Relief. Each Party acknowledges that the Disclosing Party would be irreparably injured by a breach of this Agreement by the Receiving Party, and that the Disclosing Party, in addition to any other remedies available at law or in equity, shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement by the Receiving Party.

12. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement.

13. Notices. Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery or via overnight mail at the following addresses:

If to Duquesne Light Company: (including affiliates and subsidiaries)	411 Seventh Ave, 16-1 Pittsburgh, PA 15219 Attn: Legal Department
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If to _____: (including affiliates and subsidiaries)	_____ _____ _____ Attn: _____
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or any such other addresses as a Party may designate by notice to the other Party. Such notices or other communications shall be deemed given when actually delivered or, if earlier, three (3) business days after mailing.

14. Integration. This Agreement supersedes all previous oral and written agreements, if any, between the Parties regarding the confidentiality of information disclosed during the term and for the purposes described herein to each other.

15. Governing Law. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without reference to its conflicts of laws principles. Any litigation shall be filed and pursued solely in state or federal court in Pittsburgh, Pennsylvania.

16. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above written.

DUQUESNE LIGHT COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____