

## Nondisclosure Agreement

PPL Electric Utilities Corporation and its affiliates (Utility), the Pennsylvania Public Utility Commission (Commission) and Vondle & Associates, Inc. (Consultant), and Consultant's authorized representatives, intending to be legally bound, hereby agree as follows:

1. As part of the Stratified Management and Operations Audit to be conducted pursuant to the Stratified Management Audit Contract, it may be necessary for the Consultant to review data, books, records, and documents of the Utility that are considered by the Utility to be confidential proprietary business information (proprietary information).

2. The proprietary information may include certain information of an affiliate of the Utility or other party providing information, which is contained within such books, records, and documents.

3. In order to safeguard more effectively the proprietary information, the Consultant will designate certain authorized representative(s) to receive and review the proprietary information submitted by the Utility or other entity. Said authorized representatives will agree to be bound by this Nondisclosure Agreement and will sign it prior to receiving any proprietary information and will furnish, upon request, to the Utility or other entity a signed copy of the Nondisclosure Agreement executed by such authorized representative(s). Proprietary information will not be accessible by anyone who has not signed the Nondisclosure Agreement.

4. With respect to proprietary information provided under this Agreement, the Consultant and its authorized representatives shall:

- (a) hold the proprietary information in confidence;
- (b) restrict disclosure of the proprietary information only to persons authorized under this Agreement (as identified in Paragraph 3) who have a need to know;
- (c) use the proprietary information solely in connection with the Consultant's work on the Management Audit;
- (d) except as provided in Paragraph 8 below, not disclose the proprietary information publicly or privately to any third party in any manner, unless such third party has signed this Nondisclosure Agreement; and
- (e) advise the Consultant's representatives of their obligation with respect to the proprietary information.

5. The Consultant may make proprietary information available to the Commission's Staff under this Agreement; provided, however, that in the event of disclosure, the Commission's Staff shall also be bound by the terms of this Appendix. Nothing in this Appendix shall be construed as preventing access by the Commission (outside the scope of this Management Audit) to the data, books, records, and documents of the Utility as permitted by the statutory and common law of the Commonwealth of Pennsylvania.

6. All proprietary information and copies made thereof provided to the Consultant and Commission's Staff must be returned to the Utility no later than three months beyond the finalization of the Consultant's Report or three months after the close of a proceeding directly resulting from the Management Audit, whichever is later.

7. After providing the Utility an opportunity to comment, either the Consultant or the Commission's Staff may assert at any time that any document claimed to be proprietary is in fact non-proprietary. Any disagreement as to the proprietary or non-proprietary nature of a particular document or information shall be resolved by action of the Commission.

8. Proprietary information that is provided to the Consultant and/or Commission Staff will be protected from disclosure as proprietary information under 66 Pa. C.S. §335(d) until such time as the Commission (or court of competent jurisdiction, if an appeal of a Commission determination is taken) rules that the documents are non-proprietary and, therefore, subject to public disclosure.

9. If the Utility wishes to seek additional measures of protection with respect to the specific proprietary data of a particularly sensitive nature or to claim that specific documents are subject to a privilege that precludes disclosure to any party, then it is incumbent upon the Utility to demonstrate that need to the Project Officer. In the event the Utility and the Project Officer are unable to agree, the Utility may seek a determination from the Commission.

10. The Consultant recognizes that the provisions of this Appendix are vitally important to the welfare of the Utility and other entities providing information pursuant to the Management Audit and that money damages may not be an adequate remedy for any violation by the Consultant thereof. Accordingly, in the event of any breach or violation by the Consultant of the provisions thereof, the Utility or other entity may institute and maintain a proceeding to compel specific performance by the Consultant thereof or to issue an injunction restraining such breach or violation hereunder by the Consultant.

11. Nothing in this Appendix shall otherwise affect, abridge, increase, or decrease the statutory authority of the Commission to investigate or inspect the facilities

and data, books, records, and documents of the Utility, or to examine records of the cost to the Utility's affiliates for providing services or furnishing property to the Utility (where applicable).

12. Nothing contained in this Appendix shall affect, abridge, increase, or decrease the ability of the Utility to appeal to the Commonwealth Court to protect its rights.

13. This Nondisclosure Agreement may be executed in counterpart.

IN WITNESS WHEREOF, intending to be legally bound, the Consultant, the Utility, and the Commission; have caused this Nondisclosure Agreement to be approved and executed under their signatures, as Appendix D to their Stratified Management Audit Contract, with a duplicate copy being provided to each of the parties.

by David P. Vondle 5/8/15  
(Vondle & Associates, Inc.) (Date)

by Dennis A. Urban, Jr. 5/15/15  
(PPL Electric Utilities Corporation) (Date)

Robert C. Gramola 4/29/15  
Robert C. Gramola (Date)  
Director of Administration  
Pennsylvania Public Utility Commission

Bohdan R. Pankiw 4-29-15  
Bohdan R. Pankiw (Date)  
Chief Counsel  
Pennsylvania Public Utility Commission

