

QF CONFIDENTIALITY AGREEMENT

This **QF CONFIDENTIALITY AGREEMENT** (“Agreement”) is made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED] (the “Effective Date”), by and between **GEORGIA POWER COMPANY**, a public utility corporation organized and existing under the laws of the state of Georgia, (“Georgia Power” or “Company”), and [REDACTED] a [REDACTED] organized and existing under the laws of the state of [REDACTED] (“QF”) (each individually a “Party” and collectively the “Parties”);

WITNESSETH:

WHEREAS, QF is contemplating providing energy to Georgia Power as a Qualifying Facility, as defined by 18 C.F.R. 292.101(b)(1), and the Parties may disclose to each other certain valuable confidential and proprietary information during the term of this Agreement for the sole purpose of evaluating such Party’s interest in entering into the Proposed Transactions, and,

WHEREAS, QF desires to obtain Confidential Information of the Company for the purpose of reviewing the projected avoided costs pricing to be offered by Georgia Power;

WHEREAS, as an inducement for the Company to provide its Confidential Information directly to QF, the Parties desire to enter into this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Company and QF hereby agree as follows:

1. Definitions. “Confidential Information” means the avoided cost pricing information of the Company provided to QF in connection with this Agreement. Confidential Information also includes information that is copied or transferred to notes from Confidential Information by persons acting pursuant to this Agreement and all working copies, computer data storage, digests, summaries or abstracts prepared from this material. Confidential Information does not include (i) information that is now in or hereafter enters the public domain through no action on QF’s part in violation of the terms or conditions hereof, (ii) information that QF can demonstrate was in QF’s possession at the time of disclosure and was not acquired by QF directly or indirectly from the Company on a confidential basis; or (iii) information disclosed by the Company to others on an unrestricted, non-confidential basis.

2. Non-disclosure. QF acknowledges that improper or unauthorized use or disclosure of Confidential Information could cause irreparable harm to the Company. Accordingly, QF agrees to hold any Confidential Information disclosed to it in confidence, to cause its employees and agents to hold such Confidential Information in confidence, and to use the same standard of care used to protect its own proprietary and confidential

information in protecting the Confidential Information. QF agrees to limit disclosure of Confidential Information to those employees or agents who have agreed to be bound by the obligations herein. QF agrees that without the prior written consent of the Company or a decision of the GPSC under Rule 515-3-1-.11 that the information either can be used without restriction or with specified restrictions, Confidential Information will not be disclosed in whole or in part, to any person or entity in violation of this Agreement.

3. Permitted Use. QF may use the Confidential Information solely for the purpose of evaluating the possibility of executing contracts with the Company and not for any other purpose. Except as provided in Paragraph 6 below, QF agrees that it will not file with the GPSC or any other governmental entity any of the Confidential Information under this Agreement, unless it has first given the Company at least five (5) days written notice that it intends to file such Confidential Information. QF further agrees that such filing will only be made after the Parties have considered alternative methods for accomplishing the purpose for which the information is being filed and have determined that filing Confidential Information is the only method for achieving such purpose. QF further agrees that in the event such Confidential Information is filed with the GPSC or any governmental entity, QF will make best efforts to obtain protection from disclosure pursuant to the trade secret provisions applicable to such agency to ensure that the Confidential Information is protected from public disclosure.

4. No Representation or Warranties. The Company makes no representation or warranties as to the accuracy or completeness of any of the Confidential Information and has no liability whatsoever relating to or resulting from the use of the Confidential Information or any errors or omissions therefrom.

5. Directors, Officers, Employees and Affiliates. The Parties hereby agree that their directors, officers, employees and affiliates will be bound by this Agreement even if they are not permitted access to the Confidential Information, and the Parties agree to be responsible for the actions, uses and disclosures of their respective directors, officers, employees, affiliates, consultants, agents, and advisors.

6. Compelled Disclosure. If QF becomes legally compelled to disclose any of the Confidential Information, QF will provide the Company with prompt written notice so that such Company may seek a protective order or other appropriate remedy. If such protective order or other appropriate remedy is not obtained, QF will furnish only that portion of the Company's Confidential Information that is legally required, and such person will cooperate with the Company's counsel to enable the Company to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information that is subject to disclosure.

7. Governing Law. This Agreement is governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by and under the laws of the state of Georgia (without giving effect to principles of conflicts of laws).

8. Severability. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement do not affect the validity or enforceability of the remaining provisions of this Agreement.

9. Term. The term of this Agreement commences on the date hereof, and QF and all persons authorized by this Agreement to be in possession of Confidential Information will continue to abide by the terms of this Agreement with respect to all Confidential Information for a period of three (3) years from the date of the aforementioned termination; provided, however, that with respect to any Confidential Information that constitutes “trade secret” under applicable law, the covenants herein will apply for the life of the trade secret. Within five (5) days of the termination of this Agreement, QF and all persons authorized by this Agreement to be in possession of Confidential Information will return all Confidential Information (including information that is copied or transferred to notes from Confidential Information by persons acting pursuant to this Agreement and all working copies, computer data storage, digests, summaries, or abstracts prepared from this material) to the Companies or certify that such Confidential Information has been permanently destroyed.

10. Remedies. QF and all Information Recipients expressly understand and agree that in the event of any breach or threatened breach of this Agreement, the Company will be entitled to all remedies available at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a manner not subject to appeal that QF or any of QF’s officers, directors, employees, consultants, agents, advisors, personnel or Information Recipients have breached this Agreement, QF will be liable to pay the Company the legal fees and costs incurred by the Company in relation to such litigation.

11. Waiver. No waiver of any provision of this Agreement, or of a breach hereof, will be effective unless it is in writing, signed by the Party waiving the provision, or the breach hereof. No failure or delay of the Company in exercising any right, power or privilege under this Agreement will operate as a waiver hereof, nor will a single or partial waiver of a breach of this Agreement constitute a waiver of a subsequent breach hereof.

12. Counterparts; Fax Signature. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, will be deemed an original, but all of which will constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile transmission of any signature of a Party will be deemed an original and will bind such Party.

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

“QF”

By: _____

Name: _____

Title: _____

GEORGIA POWER COMPANY

By: _____

Name: _____

Title: _____