

MODEL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement between _____ (*Applicant*), having offices at _____ (*Address, City, State, Zip Code*) ("Applicant"), and _____ (*Creditor*), having offices at _____ (*Address, City, State, Zip Code*) ("Creditor"), is effective as of this the _____ day of _____, 20__ ("Agreement"). Applicant and Creditor may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

1. "Confidential Information" means information that relates to the nonpublic information concerning the financial condition of the Applicant or any of the Applicant's Affiliates that is disclosed to the Creditor by the Applicant or any of Applicant's Affiliates. In addition, pursuant to the requirements of the ARA, the Parties may agree that Confidential Information includes the name of the Applicant, the execution of this Agreement between the Parties, and the fact that the Applicant has asked the Creditor to evaluate its financial status. Confidential Information may not be disclosed in written or other tangible forms (including on magnetic media), or by oral, visual, or other means. The term "Affiliate" as used in this Agreement means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party.

2. The Creditor may use the Confidential Information only for the purpose of evaluating the financial status of the Applicant and/or any of the Applicant's Affiliates as such status relates to a determination by the Creditor as to whether or not the Parties may enter into a written contract for the supply or delivery of electricity and/or gas.

3. The Creditor will take steps to restrict access to Confidential Information to those individuals who have a business reason for access. The Creditor will advise those individuals who have access of their obligation to comply with all applicable securities trading rules and laws.

4. The Creditor shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care.

5. The Creditor shall protect such Confidential Information to the extent sufficient to preclude any duty of the Applicant or the Applicant's Affiliates to disclose (by reason of Regulation FD of the Securities and Exchange Commission) material nonpublic information communicated to the Creditor or its Representatives in connection with the Confidential Information. **(Proposal to delete this paragraph???)**

6. The Creditor may disclose Confidential Information received hereunder to (i) its Affiliates who agree, in advance, in writing, to be bound by this Agreement, and (ii) to its employees and independent contractors, and its Affiliates' employees and independent contractors, who have a need to know, for the purpose of this Agreement, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of Applicant. [Is this clause already covered in paragraph 3 and is this paragraph in conflict with FERC and ARA rules?]

7. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:

(a) Was publicly known at the time of the Applicant's communication of this information to the Creditor;

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____