

Exhibit S - Form of Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of the ___ day of _____, 20__, by and between _____ (the "Disclosing Party") and _____ (the "Recipient").

WHEREAS, the Disclosing Party is a party to the Construction Completion Agreement, dated as of _____, between Georgia Power Company for itself and as agent for the Vogtle Owners (collectively "Owners") and Bechtel Power Corporation ("Bechtel") under which Bechtel will perform certain agreed-to services for Owners for the completion of the Vogtle 3 & 4 project ("Construction Completion Agreement"); and

WHEREAS, the Disclosing Party desires to disclose to Recipient certain confidential and/or proprietary information which is either marked as being confidential at the time of disclosure, or of a nature that the Recipient can reasonably be expected to ascertain the confidential nature of such information at the time of receipt (in either case, "Confidential and Proprietary Information") of Disclosing Party, Bechtel, Owners, Westinghouse Electric Company, LLC ("Westinghouse"), WECTEC Global Project Services Inc. ("WECTEC"), and/or another third party, as the case may be; and

WHEREAS, under the terms of the Construction Completion Agreement, the Disclosing Party and the Recipient are required to enter into this Agreement as a condition to disclosure of such Confidential and Proprietary Information to the Recipient.

NOW THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recipient shall maintain the confidentiality of all Confidential and Proprietary Information disclosed to it hereunder, and shall not use such Confidential and Proprietary Information for any purpose other than the purposes of construction, testing, completion and defense of ITAACs, startup, trouble-shooting, response to plant events, inspection, evaluation of system or component performance, scheduling, investigations, operation, maintenance, training, repair, licensing, modification, decommissioning and compliance with laws or the requirements of governmental authorities, in each case as it relates to the Vogtle 3&4 project (the "Purpose").

² Owners are defined as Georgia Power Company, a Georgia Corporation, Oglethorpe Power Corporation (An Electric Membership Corporation), an electric membership corporation formed under the laws of the State of Georgia, Municipal Electric Authority of Georgia, a public body corporate and politic and an instrumentality of the State of Georgia, MEAG Power SPVJ, LLC, MEAG Power SPVM, LLC, MEAG Power SPVP, LLC, each a Georgia limited liability company, and The City of Dalton, Georgia, an incorporated municipality in the State of Georgia acting by and through its Board of Water, Light and Sinking Fund Commissioners. Southern Nuclear Operating Company, Inc. (“SNC”) is the licensed operator of Vogtle 3 and 4 and is Owners’ agent for the purposes of implementation and administration of the Construction Completion Agreement.

Exhibit S - Form of Confidentiality Agreement

2. Recipient shall not transmit or further disclose such Confidential and Proprietary Information to any third party, including, without limitation, parent organizations of Recipient, sister organizations of Recipient, subsidiaries of Recipient, consultants of Recipient or subcontractors of Recipient, unless such third party has entered into a confidentiality agreement with Disclosing Party substantially in the form of this Agreement.

3. In the event that the Recipient or any of its representatives are requested or required in any proceeding or by any governmental authority to disclose any of the Confidential and Proprietary Information, the Recipient shall provide the Disclosing Party with prompt written notice of such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver from the Disclosing Party, the Recipient or any of its representatives are nonetheless, in the written opinion of their counsel, legally compelled to disclose such information, it or its representatives may, without liability hereunder, disclose only that portion of the Confidential and Proprietary Information which such counsel advises the Recipient is legally required to be disclosed, provided that the Recipient exercises its reasonable efforts to preserve the confidentiality of the Confidential and Proprietary Information, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential and Proprietary Information.

4. Except where necessary in furtherance of the Purpose, Recipient shall not make any copy or in any way reproduce or excerpt such Confidential and Proprietary Information except as authorized by the Disclosing Party in writing prior to such reproduction or excerption. Any such copies or excerpts shall include all proprietary notices and designations. Upon the written request of the Disclosing Party, the Confidential and Proprietary Information provided hereunder and any such copies or excerpts thereof shall be returned to the Disclosing Party, or, at the sole option and request of the Disclosing Party, Recipient shall destroy such information and any such copies and/or excerpts and certify in writing to the Disclosing Party that such information has in fact been destroyed (but for a single copy retained for legal archival purposes, which shall continue to be subject to the provisions of this Agreement).

5. Nothing herein shall apply to any information which is:

- (a) now generally known or readily available to the trade or public or which becomes so known or readily available without fault of the Recipient; or
- (b) rightfully possessed by the Recipient without restriction prior to its disclosure hereunder by the Disclosing Party; or
- (c) acquired from a third party without restriction, provided that the Recipient does not know, or have reason to know, or is not informed subsequent to disclosure by such third party and prior to disclosure by the Recipient that such information was acquired under an obligation of confidentiality.

Exhibit S - Form of Confidentiality Agreement

6. It is mutually understood that nothing herein shall be construed as granting or implying any right under any letters patent, or to use any Confidential and Proprietary Information claimed therein, or as permitting Recipient to unfairly obtain the right to use Confidential and Proprietary Information which becomes publicly known through an improper act or omission on its part.

7. Neither Owners, Bechtel, Westinghouse, WECTEC, nor their affiliates make any warranty or representation whatsoever to the Recipient as to the sufficiency or accuracy of the Confidential and Proprietary Information provided hereunder, the ability of Recipient to use the Confidential and Proprietary Information for its intended purpose, or as to the result to be obtained therefrom.

8. Neither Owners, Bechtel, Westinghouse, WECTEC, nor their affiliates, suppliers, or subcontractors of any tier shall be liable with respect to or resulting from the use (or the results of such use) or misuse of any Confidential and Proprietary Information furnished hereunder.

9. Nothing in this Agreement shall obligate the Disclosing Party to provide any specific information that it otherwise desires to withhold.

10. Recipient agrees to fully comply with all laws and regulations with regard to the Confidential and Proprietary Information transmitted hereunder.

11. Recipient shall not, at any time file, cause or authorize the filing of any patent application in any country in respect of any invention derived from the Confidential and Proprietary Information supplied hereunder.

12. Recipient shall not assign this Agreement. This Agreement shall be binding upon the Recipient and its successors and shall benefit and be enforceable by Owners, Bechtel, Westinghouse, or WECTEC and each of their respective successors and assigns.

13. If any of the terms of this Agreement are violated by Recipient, the Owners, Bechtel, Westinghouse, or WECTEC, as the case may be, shall be entitled to an injunction to be issued by any court of competent jurisdiction, enjoining and restraining the Recipient from such violation.

14. If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to the time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under then

applicable law.

15. This Agreement shall be governed in accordance with the laws of the State of Georgia without giving effect to any choice of law, provision, or rule (whether of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Georgia.

Exhibit S - Form of Confidentiality Agreement

IN WITNESS WHEREOF, the parties have hereto set their respective signatures to this Agreement.

DISCLOSING PARTY:

By: _____

Name: _____

Title: _____

Address: _____

RECIPIENT:

By: _____

Name: _____

Title: _____

Address: _____
