

Amendments  
Nodal Exchange Participant Agreement

6.2 Nondisclosure. Each Party shall hold in strict confidence the Confidential Information of the other Party, shall use the same degree of care in protecting the confidentiality of the Confidential Information as it uses in protecting its own information of a similar type, and shall not disclose Confidential Information of the other Party to any third party or use Confidential Information of the other Party for any purpose not expressly permitted under this Agreement; *except that* a Party may disclose Confidential Information of the other Party solely to those of its Representatives who have a need to know such Confidential Information to facilitate performance of this Agreement. The receiving Party will inform its Representatives of the confidential nature of the Confidential Information, will be responsible for enforcing the terms of this Agreement as to its Representatives, and will take such action, legal or otherwise, as may be reasonably necessary to cause them to comply with the terms and conditions of this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed (i) by Nodal ~~to the Clearing House and, if applicable, to Participant's Clearing Member~~ in accordance with the Rules relating to the use of Confidential Information; (ii) to the extent required by Applicable Law or regulation or the rules of a Self-Regulatory Organization of competent jurisdiction; (iii) by Nodal upon request by the CFTC or the Federal Energy Regulatory Commission; (iv) by Participant upon request from any federal or state agency, any regulatory or self-regulatory body, or any other organization, in each case having competent jurisdiction over such Participant; and (v) pursuant to a subpoena or order of a court or legislative, regulatory or self-regulatory body of competent jurisdiction, provided that, in the case of clauses (iv) and (v) above, the disclosing Party shall, to the fullest extent permitted by law, immediately notify the other Party of such disclosure and cooperate with such Party to obtain appropriate confidential treatment of any Confidential Information to be so disclosed. Participant hereby releases Nodal from any and all liability by reason of disclosing such information.