



CODE OF CONDUCT

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LEVEL:	CORPORATE		

POLICY STATEMENT:

All business transactions must be conducted within a framework that is legal and ethical and does not result in improper gains for any Board Member, Officer, or employee of PJM Interconnection, L.L.C. (“PJM”), any Board Member, Officer or employee’s family member, any outside firms, any outside firm’s employees, or any person who is a relative of any PJM employee, Officer, or Board Member. Additionally it is the policy of PJM to operate in a fair and non-discriminatory manner and to implement such rules and regulations in the governance of the organization as necessary to prevent control, or the appearance of control, of the decision-making process by any owner, member, or user of the Transmission System.

POLICY INTENT:

The Code of Conduct and Standards of Business Ethics Policy (“Code of Conduct”) has been developed to ensure that all employees and Board Members are aware that PJM is committed to the highest ethical standards in its transactions and business dealings both internally and with outside firms. Attached hereto is the PJM Code of Conduct Compliance Agreement which incorporates the FERC Order No. 889 Standards of Conduct. These policies are owned by the PJM Board of Managers and President, and shall be administered through the PJM Regulatory Oversight and Compliance Committee (“ROCC”).

It is the intent of this policy to effectively communicate the standards of business ethics, code of conduct and conflict of interests. Continual communication will serve to protect and preserve PJM’s reputation as an employer whose trademark is “service with integrity”. Additionally, when a potential situation regarding questionable business conduct or ethics is a concern, PJM’s ROCC will thoroughly investigate, intervene and take corrective action, if necessary.

APPLICABILITY:

This policy applies to all Personnel (which shall be defined as any Board Member, Officer or employee of PJM including regular, part-time, specially assigned employee (“SAE”), co-op, summer student and/or sole-source agency personnel).

To ensure compliance and understanding with the intent and spirit of this Policy, completion of an annual compliance agreement (substantially in the form attached hereto) will be required of all Personnel. Any concerns of non-compliance will be investigated by the Chair of the ROCC, the Manager of Business Planning and Support, and/or the Manager of PJM's Internal Audit Division, and the results of such investigation reported to the ROCC.

INTRODUCTION

The strength of an enterprise is measured by more than economic indicia or financial statistics. It is also measured by common values shared by its employees and officers. This Code of Conduct describes the standards of business conduct, required by PJM Personnel that give practical meaning and effect to those values. The Code of Conduct supplements (but does not supersede) PJM's business policies.

The Code of Conduct cannot provide detailed guidance in response to every potential compliance or ethical issue. Nonetheless, it establishes a framework within which recurring questions may be addressed. Certain requirements -- those involving honesty, trust and integrity -- are fundamental to all ethical business dealings. Personnel must make reasonable judgments about how to comply with the Code of Conduct. There is not a specific rule for each situation. PJM expects its Personnel to uphold the intent of the Code of Conduct. Common sense and good faith are essential to its successful implementation.

PJM expects all requirements to be observed and will not knowingly conduct business in the face of or disregard violations. Compliance with the Code of Conduct is an essential condition of employment or Board service.

PJM recognizes that ethical questions presented under the Code of Conduct may be ambiguous and subject to interpretation. Employees who have questions, become aware of a violation, or wish to know how the Code of Conduct applies to specific facts should in the first instance consult the Chair of the ROCC.

A. Protecting the Confidentiality of Information

Market Sensitive Information is information not publicly available through an electronic bulletin board or other similar means of dissemination and is (i) developed by PJM; (ii) provided to PJM on a confidential basis by a participant in the Mid-Atlantic bulk power market ("Market"); or (iii) is otherwise required by agreements to which PJM is a party, to be held confidential. Market Sensitive Information includes, but is not limited to, information with respect to prices and other terms and conditions upon which electric power is purchased, sold, dispatched, traded, and/or transmitted. Personnel will identify and prevent the unauthorized use, disclosure or misappropriation of Market Sensitive Information. Unauthorized use includes, but is not limited to, appropriation of Market Sensitive Information for personal use or gain.

Proprietary Information is information (including all copies, extracts, summaries, or other documents containing information derived therefrom) that is confidential, privileged or of value to PJM. Proprietary Information includes, but is not limited to, the materials, products, designs, plans, ideas, concepts, technology, know-how, and data developed and maintained by PJM. Proprietary Information also includes, for example, private or sensitive data pertaining to Personnel, such as evaluation, budgetary, or planning information. Personnel shall identify and prevent disclosure or release of

Proprietary Information except with prior appropriate authorization. Unauthorized use includes, but is not limited to, appropriation of Proprietary Information for personal use or gain.

Trade Secrets include, without limitation, any information or data (including a formula, pattern, compilation, program, device, method, technique, or process) that derives independent economic value, actual or potential, because it is not generally known to, and not readily ascertainable by, those who can obtain economic value from its disclosure or use, whether or not protected by patents or trademarks (“Trade Secrets”). Personnel will prevent disclosure or potential release of Trade Secrets except with prior appropriate authorization. Unauthorized use includes, but is not limited to, appropriation of Trade Secrets for personal use or gain.

The foregoing requirements applicable to Market Sensitive Information, Proprietary Information, and Trade Secrets shall apply during Personnel’s employment or Board service with PJM and for a reasonable period thereafter, which would be a minimum of one year.

B. Communicating Honestly and Responsively

Personnel will disclose and record all PJM-related business transactions in a timely manner, whether a given transaction is small (*e.g.*, a time sheet or an expense report) or large (*e.g.*, posting a market transaction or documenting capital expenditures). No secret or unrecorded funds or records will be permitted. Personnel will ensure that recording of all transactions is timely, accurate, and complete.

C. Protecting PJM Rights and Privileges

Personnel will protect PJM’s rights and privileges. PJM rights, property, and facilities will be used only for its benefit and purposes, never for the benefit of individuals. For example, PJM telephone numbers, job titles, addresses, and business cards will be used only to promote PJM’s objectives and will not be appropriated for personal use. Likewise, Personnel will use PJM name, logo or reputation only in connection with PJM’s business and with the prior authorization of its President.

D. Avoiding Any Actual or Potential Conflict of Interests

Personnel will always act in the best interests of PJM and will avoid activities, commitments, ownership interests, and other arrangements that will or may compromise their primary duty of loyalty and fidelity to PJM. Conflict of interests, actual or perceived, may arise in situations involving entities that generate, transmit, distribute, purchase, or sell electricity (or contract to perform those activities) in, to, or through the PJM Region (collectively “Market Participants”). By its very nature, a conflict of interest casts doubt on one’s ability to act in an objective, disinterested, and impartial manner. When in doubt as to the propriety of any course of action, Personnel should promptly discuss the matter with their supervisor or the Chair of the ROCC.

Outside Interests: Personnel will ensure that their activities, commitments, and ownership interests outside PJM do not raise an actual or perceived conflict of interest.

Gifts and Entertainment: To avoid even the appearance of impropriety, Personnel may not accept gifts, payments or other tangible items (collectively, “Gifts”), of other than nominal value, from any Market Participant (which for the purposes of this section shall include the offering Market Participant and any

of its affiliates), contractor, supplier or vendor to PJM. Gift(s) shall be deemed to be of “nominal value” if they are: individually or, in the aggregate, worth less than One Hundred Fifty Dollars (\$150) over a rolling twelve month period, retroactively applied. Personnel receiving any Gift, the stated or reasonably estimated value of which equals or exceeds Fifty Dollars (\$50) must report such Gift to the Chair of the ROCC within three (3) business days of its receipt. In no event may Personnel accept a loan or a cash Gift of any amount from any Market Participant, contractor, supplier or vendor to PJM.

The foregoing notwithstanding, Personnel may, a) with prior notice and written approval of their Divisional Vice President, or, in the case of Divisional Vice Presidents, the President, and b) with prior written notice to the Chair of the ROCC, accept meals, transportation, lodging or other entertainment (including, by way of example, conferences, seminars, trade shows, sporting or other ticketed events) (collectively, “Entertainment”) exceeding One Hundred and Fifty Dollars (\$150), if acceptance of such Entertainment is consistent with and furthers the PJM business purposes identified in the Divisional Vice President/President’s approval.

In any instance where the value of the Gift or Entertainment is unstated or not readily apparent, the PJM employee receiving the Gift or Entertainment shall request that the offeror of the Gift or Entertainment provide them with its attributed value of the Gift or Entertainment, which shall be included in any preapproval or reporting of any Gift or Entertainment accepted.

Similarly, Personnel will not offer any Gift or Entertainment to any public official, Market Participant, contractor, supplier, or vendor unless such Gift or Entertainment: (i) is legal; (ii) is not offered for specific gain or reciprocal action; (iii) follows generally accepted ethical standards; (iv) is of nominal value; and (v) the giver’s immediate supervisor and the Chair of the ROCC are made aware of the offer of the Gift or Entertainment in advance of its offer. However, nothing herein is intended to prevent Personnel from making personal political contributions to candidates or causes of their choice.

Seeking Other Employment: Employees and Officers that are actively seeking employment (or have an arrangement concerning prospective employment) with a Market Participant must notify their PJM supervisor. If the supervisor recommends, such employee or Officer will be disqualified from participating in any particular matter that will have an effect on the financial interests of the relevant Market Participant; provided, however, there shall be no ramifications for seeking other employment.

E. Strict Compliance with All PJM Policies

Personnel must comply with all PJM Policies.

F. Strict Compliance with All Applicable Laws

PJM and its operations are subject to Federal, state, and local laws and regulations. Personnel with questions or concerns about the applicability of any law or regulation should promptly seek advice from their immediate supervisor or the PJM General Counsel.

Examples of laws that are or may be applicable include:

FERC Requirements: PJM is subject to the jurisdiction of the Federal Energy Regulatory Commission (“FERC”) under the Federal Power Act. Pursuant to FERC Order 889, PJM has adopted certain Standards of Conduct (attached hereto) relating to non-discrimination in the operation of transmission facilities and a power market.

Political Contributions: Although PJM encourages individual participation in the political process, Employees and Officers will not engage in political activities during working hours or use PJM facilities for such purposes without specific prior authorization of the President.

Antitrust and Competition Laws: Personnel will consult with their immediate supervisor or the PJM General Counsel if confronted by an actual or potential violation of the antitrust laws or anticompetitive issue. Personnel will not discuss or engage in (i) joint marketing, pricing or sales discussions; (ii) horizontal market allocations, boycotts, or refusals to deal; or (iii) any other agreements in restraint of trade.

Equal Employment Laws: PJM will hire, evaluate, and promote employees and Officers based solely upon ability, performance, experience, and achievements.

Respecting the Rights of Others: PJM insists upon respecting the rights of others in the workplace. Personnel will comply with PJM's policies by refraining from harassment or discrimination on the basis of age, sex, sexual orientation, race, disability, national origin, or religious affiliation.

Health, Safety, and Environmental Laws: PJM is committed to protecting the safety and health of its Personnel and to stewardship of the environment. To assist in this effort, Personnel are expected to understand and comply with all laws relating to health, safety, and the environment.

Securities Laws: Personnel must maintain the confidentiality of non-public information disclosed in the course of their employment by, service for, or affiliation with PJM. Personnel must not reveal to third parties non-public information that may affect investment decisions concerning or market performance of publicly traded securities or use such information to engage in securities transactions in contravention of applicable securities laws and regulations.

Federal Laws Governing International Business: Personnel that engage in business outside of the United States must ensure that they have received adequate training and understand the unique Code of Conduct issues that may arise from international business transactions. For example, activities that may be accepted as standard business arrangements in some countries may violate U.S. laws, including, but not limited to, the Foreign Corrupt Practices Act of 1977, Pub. L. No. 95-213, 91 Stat. 1494. The Chair of the ROCC will provide Personnel with specialized Code of Conduct training prior to participation in international transactions and will provide appropriate counsel to respond to all questions that arise.

G. PJM Regulatory Oversight and Compliance Committee (“ROCC”)

The Chair of the ROCC will assist Personnel in understanding the Code of Conduct and will provide guidance concerning application of its requirements to specific situations.

H. Reporting Suspected Illegal or Unethical Behavior

If any person believes that any Personnel, has engaged in illegal or unethical conduct of any kind they must immediately contact the Chair of the ROCC or the Manager of Business Planning and Support or Manager Internal Audit if the activity or report involves the Chair of the ROCC. Personnel are encouraged to speak with the person with whom they feel most comfortable. Personnel may also report illegal or unethical conduct anonymously by calling the PJM Third Party Hotline at (866) 776-6942.

Personnel not satisfied with how their report has been handled by the Chair of the ROCC and/or the Manager of Business Planning and Support should contact the Chief Financial Officer in writing so that he or she can look into the concerns immediately.

When notified of an illegal or unethical conduct, the Chair of the ROCC and/or the Manager of Business Planning and Support will:

- Conduct a prompt and fair investigation;
- Disclose allegations only to the extent necessary to conduct the investigation/take corrective action;
- Take corrective action with respect to any Personnel who has engaged in illegal, unethical and/or inappropriate behavior, including discipline up to and including termination of employment, Board service or other relationship;
- Not tolerate any retaliation against any Personnel who makes a complaint in good faith or serves as a witness in good faith;
- Take disciplinary action against any Personnel who retaliate against Personnel who make a complaint in good faith or serves as a witness in good faith;
- Not tolerate complaints that are found to be false and made in bad faith; and
- Take disciplinary action with respect to any Personnel who submits a complaint found to be false and made in bad faith.

I. Review and Amendment

The ROCC shall, at least annually, review these Standards of Conduct to determine if revisions or amendments are required or appropriate. The Chair of the ROCC shall provide the results of such review to the President and the Governance Committee of the Board of Managers. Any procedural revisions to the Code of Conduct shall be presented to, and approved by, the President; provided, however, any proposed substantive revisions to the Code of Conduct shall be presented to, and approved by, the Governance Committee of the Board of Managers.

J. Reporting to President and Board of Managers

The Chair of the ROCC shall report any and all complaints received and/or violations of these Standards of Conduct to the President as they occur or are received, and to the Audit Committee of the Board of Managers on at least a quarterly basis.

FERC ORDER NO. 889 STANDARDS OF CONDUCT

It is the policy of PJM Interconnection, L.L.C. ("PJM") to operate in a fair and non-discriminatory manner and to implement such rules and regulations in the governance of the organization as necessary to prevent control, or the appearance of control, of the decision-making process by any owner, member, or user of the Transmission System. In furtherance of this policy, PJM has adopted the following Standards of Conduct, which are intended to implement the requirements of Part 37 of the regulations of the Federal Energy Regulatory Commission ("FERC"), 18 CFR Part 37. Capitalized terms used in these Standards of Conduct that are not otherwise defined have the meanings given to them in the Operating Agreement of PJM ("Operating Agreement").

A. PJM and its Board Members, Officers and employees shall undertake and fulfill their duties under the Operating Agreement, including, without limitation, operate and plan the Transmission System (as such term is defined in the Tariff); administer the Power Exchange; and administer and apply PJM's Open Access Transmission Service Tariff on file with the FERC ("Tariff") without adverse distinction or preference to any Member or any Market Participant

B. The Board Members, Officers and employees of PJM and their spouses and dependent children shall not have a direct financial interest in, or stand to be financially benefited by, any transaction with any Member or Market Participant. Each Board Member, Officer and employee of PJM shall certify annually that neither he or she nor his or her spouse or dependent children have a direct financial interest in any Member or Market Participant and that a conflict of interest does not exist. To that end, no PJM Board Member, Officer, or employee or spouse or dependent child of a Board Member, Officer, or employee may directly own securities issued by any Member or Market Participant, except under the following circumstances:

1. Each Board Member, Officer, or employee shall dispose of any such securities within six (6) months of the time of his or her affiliation or employment with the PJM.
2. Each Board Member, Officer, or employee shall dispose of any such securities within six (6) months of the time a new Member is added.
3. If a Board Member, Officer, or employee or spouse or dependent child of a Board Member, Officer, or employee receives a gift or inheritance of any such securities, he or she must dispose of such securities within six (6) months of the date of receipt.
4. Nothing in this Paragraph B shall be interpreted to preclude a Board Member, Officer, or employee of PJM or spouse of a Board Member, Officer, or employee from indirectly owning securities issued by a Member or Market Participant through a mutual fund or similar arrangement (other than a fund or arrangement specifically targeted towards the electric industry or the electric utility industry, or any segments thereof) under which the Board Member, Officer, or employee does not control the purchase or sale of such securities.
5. Participation in a pension plan of a Member or Market Participant shall not be deemed to be a direct financial benefit if the Member's or Market Participant's financial performance has no material effect on such pension plan.

6. A spouse of a Board Member, Officer, or employee that is employed by a Member or Market Participant and whose compensation, retirement or pension plan includes receipt of securities (including options to purchase securities) in the Member or Market Participant must divest such securities within six months of the commencement date of the employment of the PJM employee, Officer or Board Member, or if an existing employee, Officer or Board Member as of the effective date of this provision, then within six months of the effective date of this provision; provided, however, that, if, because of the terms and conditions of such compensation program, pension, or retirement plan, the spouse or dependent child is restricted from divesting the securities (including restrictions prohibiting the exercise of options to purchase securities) within six months, the spouse or dependent child shall divest the securities as soon as permissible and no later than six months after divestiture is permitted under the terms and conditions of his or her compensation program, pension, or retirement plan. Dependent child means a person under the age of 18 who is financially dependent upon the PJM Board Member, Officer, or employee. In the event the spouse or dependent child is restricted from divesting the securities within six months of acquiring such securities (or options), the Board Member, Officer, or employee shall so notify the Board and the Board shall have the authority to consider appropriate limitations on the duties of the Board Member, Officer or employee, including changing his or her duties, to avoid an appearance of a conflict of interest.

C. PJM Board Members, Officers and employees shall not give preferential access to Transmission System information to any third party.

PJM Board Members, Officers and employees shall be prohibited from providing to any third party engaged in wholesale or retail sales of electric energy, or to any employee, representative, or agent of any such party information regarding the Transmission System unless such information is: (i) posted on the PJM Open Access Same-Time Information System "OASIS"; (ii) otherwise available to the general public without restriction; or (iii) is the type of information disclosed to any third party on a nonpreferential basis.

Any disclosures of Transmission System information not in compliance with this Paragraph C shall be posted immediately on PJM's OASIS, by the order of the Senior Vice President - Operations with simultaneous notice to: the ROCC Chair; Manager Business Planning and Support; and Manager, Internal Audit..

Notwithstanding the restrictions contained in this Paragraph C, PJM Board Members, Officers and employees may share information with third parties 1) where required to satisfy the Operating Standards and Policies of the North American Electric Reliability Corporation ("NERC") or successor reliability entity, subject to execution of a confidentiality statement before such disclosure, or 2) where Transmission System information is shared with Transmission Owner employees engaged in transmission system operations or reliability functions, such disclosure is necessary to transact PJM business and such Transmission Owner is required to comply with 18 CFR Part 37 or successor regulations. To the extent required by FERC regulations, information in either such circumstance shall be posted on PJM's OASIS.

D. Board Members, Officers, and employees shall treat all information supplied by an entity seeking transmission service under the Tariff, or supplied in connection with PJM coordination center operations, or in connection with transactions on the Power Exchange, as confidential, unless the information is required to be posted on the PJM OASIS or is disclosed in the manner provided for, and subject to the restrictions of, Paragraph C, or the entity seeking transmission service agrees that the information can be disclosed, or the information is otherwise publicly available.

E. PJM shall require any consultant, contractor and/or subcontractor of PJM to disclose to PJM all financial affiliations and conflict of interests with Members or Market Participants. PJM's Vice President, Business and Member Services shall have the discretion to determine if the contents of such disclosure warrant disqualification of such consultant, contractor or subcontractor. Notice of any such disqualification shall be provided to the Chair of the ROCC and the Manager, Internal Audit. PJM's Procurement Manager shall also ensure that consultants, contractors or subcontractors do not cause any disclosure of information in violation of these Standards of Conduct, including, where deemed appropriate by PJM, requiring prior execution of a confidentiality agreement.

F. Board Members, Officers, and employees of PJM shall strictly enforce all Tariff provisions. In the event any Board Member, Officer or employee of PJM is allowed by the Tariff to exercise his or her discretion, with respect to transactions or actions covered by the Tariff, then such discretion shall be exercised fairly and impartially, and such event shall be logged with or at the direction of the Senior Vice President, Operations and available for audit.

G. No employee, agent, or contractor of any entity engaged in wholesale or retail sales of electric energy shall have access to the PJM coordination center, except for educational tours approved by the PJM President or Senior Vice President, Operations where notification of such tours is posted on the PJM OASIS.

H. The Vice President, Business and Member Services, shall direct that notices shall be posted on PJM's OASIS of any employee engaged in transmission and/or reliability functions who terminates employment with PJM and commences employment with the wholesale merchant function of any Member or Market Participant, to the extent PJM knows of such subsequent employment. The posted information shall include the name of the employee, the title of the employee while performing service for PJM, the effective date of termination of employment, and the entity for which the employee assumes wholesale merchant function responsibilities, to the extent PJM has such information.

I. PJM shall maintain its books and records separately from those of any Member.

J. No Board Member, Officer or employee shall direct or conduct the procurement of goods or services from any Member except after open and competitive bidding.

K. The Chair of the ROCC shall: 1) maintain a copy of these written Standards of Conduct and keep them available for public inspection; 2) annually inform and train Board Members, Officers and employees with regard to these Standards of Conduct; 3) distribute copies of these Standards of Conduct to each Board Member, Officer and employee; 4) and require that each such Board Member, Officer and employee execute the attached compliance statement. The Regulatory Oversight and Compliance Committee shall monitor compliance with these Standards of Conduct and shall notify the President and Board of Managers of any violations. Any Board Member, Officer or employee of PJM failing to comply with these Standards of Conduct may be subject to disciplinary action. Discipline may take the form of reprimand, suspension without pay, limitation in the scope of responsibilities, monetary fines, or termination, which discipline shall be within the discretion of PJM.

**PJM INTERCONNECTION, L.L.C.
CODE OF CONDUCT
COMPLIANCE AGREEMENT**

I, _____, have been issued, read and understand the content, spirit and intent of the PJM Interconnection, L.L.C.'s ("PJM") Code of Conduct Policy (PJM-050-070-1-0.400) which incorporates PJM's FERC Order No. 889 Standards of Conduct. My signature below acknowledges that I understand the obligations imposed upon me by this Agreement, and I agree to comply with all of the terms of this Agreement, including but not limited to the terms highlighted below.

CONFIDENTIAL INFORMATION

- ◆ I agree that I will not disclose PJM's internal proprietary and confidential information or trade secrets to unauthorized persons or otherwise to utilize this information for my own benefit. I also agree to not disclose confidential and market sensitive information which has been entrusted to PJM by any Member or Market Participant to unauthorized persons or to otherwise utilize this information for my own benefit.
- ◆ I shall not remove from PJM property, without management authorization, any documents containing confidential information. Additionally, at the end of my employment or Board service, I agree to return to PJM all documents containing proprietary, confidential or market sensitive information to which I have had access.

CONFLICT OF INTERESTS

- ◆ I agree to divest any securities issued by any Member or Market Participant (as those terms are defined in the PJM Operating Agreement) within six months of the earlier of: (1) my employment with PJM or election to the Board, (2) the time a new Member is added, or (3) the date of receipt of a gift or inheritance of such securities.
- ◆ Furthermore, I agree to ensure that my spouse and dependent children will also divest themselves of such securities in the same time-frame outlined above. In the instance where my spouse or dependent child receives such securities (or options to purchase such securities) as part of a retirement plan or compensation package from his or her employer, I agree to ensure that he or she divests such securities (or options to purchase such securities) within six months of the commencement date of my employment or election to the Board; provided, however, that, if, because of the terms and conditions of such compensation program, pension, or retirement plan, my spouse or dependent child is restricted from divesting the securities (including restrictions prohibiting the exercise of options to purchase securities) within such six months, I will notify the Chair of the ROCC, who shall notify the PJM Board of Managers and ensure that my spouse or dependent child divests the securities as soon as permissible and no later than six months after divestiture is permitted under the terms and conditions of his compensation program, pension, or retirement plan.
- ◆ I recognize and accept that my employment with PJM or Board service carries with it an obligation on my part to avoid conflict of interests. Toward that end, I agree that I will not participate in any activity that could:

1. promote activities competitive to, or otherwise damaging to, the objectives or reputation of PJM;
2. utilize PJM's resources, property or know-how, in any outside venture;
3. take advantage of my position at PJM in the conduct of an outside business; or
4. conduct business transactions with PJM in a manner which might be considered against the best interests of PJM.

COMPLIANCE WITH ALL PJM POLICIES

- ◆ I agree that I will comply with all PJM Policies. With respect to PJM's Security Policies and related Standards and Procedures.
 - ◆ I agree as part of my employment or Board service to adhere to PJM's security practices and to not disclose PJM's Security practices to unauthorized individuals.
 - ◆ I agree to choose a strong password for each account to which I have access as described in PJM Information Security Policies. I agree not to share this password with others, and I further agree not to write the password down unless it has been transformed in an unrecognizable way. I understand that my account is assigned specifically to me, and I agree to never allow anyone to access my account.

REPORTING

- ◆ I agree to report any suspected illegal or unethical behavior to the Chair of the ROCC, or the Manager of Business Planning and Support if the activity on report involves the Chair of the ROCC. I am aware that the Code of Conduct allows me to report anonymously suspected illegal or unethical behavior. If I am not satisfied about how the report has been handled by Chair of the ROCC or the Manager of Business Planning and Support if the activity on report involves the Chair of the ROCC, I can contact the Chief Financial Officer to look into my concerns. Further, I understand that I am accountable for reports that are both false and made in bad faith.
- ◆ With regard to suspected violations of PJM's Security Policies, Standards or Procedures, I agree promptly to report any suspected violation to the Manager of Quality Assurance in the Finance Division.

TRAINING

I agree to attend all required or mandatory PJM employee training.

I understand and acknowledge that any violation of this Agreement could cause immediate and irreparable injury to PJM. Further, I understand that my violation of this Agreement will subject me to such action as PJM may deem appropriate, including employee discharge or termination of Board service.

Signature

Date

Name (Printed)