

North Carolina Regulatory Conditions and Code of Conduct

Chief Compliance Officer

Pursuant to the Order issued on November 19, 2018 by the North Carolina Utilities Commission, Dominion Energy's Chief Compliance Officer (CCO) who is responsible for compliance with the Regulatory Conditions and Code of Conduct is:

Morenike K. Miles

Vice President and Chief Compliance Officer

120 Tredegar Street
Richmond, VA 23219

Email: Morenike.K.Miles@dominionenergy.com

PSNC Operating Personnel Officers

D. Russell Harris

Vice President and General Manager- North Carolina and South Carolina Gas Distribution

Directs the ongoing operations of DENC to include operations and maintenance activities, capital investments in infrastructure, gas supply, safety, and long-term planning. Additionally, provide indirect oversight of regulatory activities, marketing, financial and information systems management.

Release of Customer Information

Dominion Energy respects the privacy of your information.

As requested by the North Carolina Utilities Commission, the sections of the Codes of Conduct regarding the release of customer information are provided below:

Disclosure of Customer Information:

- (a) Upon request, and subject to the restrictions and conditions contained herein, DENC and PSNC may provide Customer Information to Dominion Energy or another Affiliate under the same terms and conditions that apply to the provision of such information to non-Affiliates. In addition, DENC may provide Customer Information to its Nonpublic Utility Operations under the same terms and conditions that apply to the provision of such information to non-Affiliates.
- (b) Except as provided in Section III.A.2.(f), Customer Information shall not be disclosed to any Affiliate or non-affiliated third party without the Customer's consent, and then only to the extent specified by the Customer. Consent to disclosure of Customer Information to Affiliates of DENC and PSNC or to DENC's Nonpublic Utility Operations may be obtained by means of written, electronic, or recorded verbal authorization upon providing the Customer with the information set forth in Attachment A or in a format that is otherwise acceptable to the Public Staff; provided, however, that DENC and PSNC retain such authorization for verification purposes for as long as the authorization remains in effect. Written, electronic, or recorded verbal authorization or consent for the disclosure of PSNC's Customer Information to PSNC's Nonpublic Utility Operations is not required.
- (c) If the Customer allows or directs DENC or PSNC to provide Customer Information to Dominion Energy, another Affiliate, or to DENC's Nonpublic Utility Operations, then DENC or PSNC shall ask if the Customer would like the Customer Information to be provided to one or more non-Affiliates. If the Customer directs DENC or PSNC to provide Customer Information to one or more non-Affiliates, the Customer Information shall be disclosed to all entities designated by the Customer contemporaneously and in the same manner.
- (d) Section III.A.2 shall be permanently posted on DENC's and PSNC's website(s).
- (e) No DENC or PSNC employee who is transferred to Dominion Energy or another Affiliate shall be permitted to copy or otherwise compile any Customer Information for use by such entity except as authorized by the Customer pursuant to Section III.A.2.(b). DENC and PSNC shall not transfer any employee to Dominion Energy or another Affiliate for the purpose of disclosing or providing Customer Information to

such entity.

(f) Notwithstanding the prohibitions established by this Section III.A.2:

(i) DENC and PSNC may disclose Customer Information to Service Company, any other Affiliate, or a non-affiliated third party without Customer consent to the extent necessary for the Affiliate or non-affiliated third party to provide goods or services to DENC or PSNC and upon the written agreement of the other Affiliate or non-affiliated third party to protect the confidentiality of such Customer Information. To the extent the Commission approves a list of services to be provided and taken pursuant to one or more utility-to-utility service agreements, then Customer Information may be disclosed pursuant to the foregoing exception to the extent necessary for such services to be performed.

(ii) DENC may disclose Customer Information to its Nonpublic Utility Operations without Customer consent to the extent necessary for the Nonpublic Utility Operations to provide goods or services to DENC and upon the written agreement of the Nonpublic Utility Operations to protect the confidentiality of such Customer Information.

(iii) DENC and PSNC may disclose Customer Information if a state or federal regulatory agency or court of competent jurisdiction over the disclosure of the Customer Information requires the disclosure.

(iv) DENC may disclose Customer Information to PJM Interconnection, L.L.C. (PJM), and its Market Monitoring Unit (MMU), without Customer consent, but only to the extent necessary for PJM or PJM's MMU to perform duties for DENC as allowed in Docket No. E- 22, Sub 418, the performance of which requires the provision of Customer Information. DENC shall designate Customer Information as confidential, or shall direct PJM and PJM's MMU to treat Customer Information as confidential, prior to such provision, and any Customer Information provided shall be considered to be "a Member's confidential data or information" pursuant to, and subject to the provisions of, Section 18.17 of the PJM Operating Agreement; provided, however, that in the event Section 18.17 is changed, the exception provided herein is subject to review by the Commission to determine whether the changed procedures provide sufficient protection. DENC may not authorize PJM or PJM's MMU to release such Customer Information except as allowed by this section.

(g) DENC and PSNC shall take appropriate steps to store Customer Information in such a manner as to limit access to those persons permitted to receive it and shall require all persons with access to such information to protect its confidentiality.

- (h) DENC and PSNC shall establish guidelines for its employees and representatives to follow with regard to complying with this Section III.A.2.
- (i) No Service Company employee may use Customer Information to market or sell any product or service to DENC's or PSNC's Customers, except in support of a Commission approved rate schedule or program or a marketing effort managed and supervised directly by DENC or PSNC.
- (j) Service Company employees with access to the Customer Information must be prohibited from making any improper indirect use of the data, including directing or encouraging any actions based on the Customer Information by employees of Service Company that do not have access to such information, or by other employees of Dominion Energy or other Affiliates or Nonpublic Utility Operations of DENC.
- (k) Should any inappropriate disclosure of DENC or PSNC Customer Information occur at any time, DENC or PSNC shall promptly file a statement with the Commission describing the circumstances of the disclosure, the Customer Information disclosed, the results of the disclosure, and the steps taken to mitigate the effects of the disclosure and prevent future occurrences.
- (l) Notwithstanding the foregoing, PSNC shall not disclose information provided by Nonaffiliated Gas Marketers and Customers to its Gas Marketing Affiliate, unless such parties specifically authorize disclosure of the information.

**CODE OF CONDUCT
ATTACHMENT**

DENC/PSNC CUSTOMER INFORMATION DISCLOSURE AUTHORIZATION

For Disclosure to Affiliates:

DENC's/PSNC's Affiliates offer products and services that are separate from the regulated services provided by DENC/PSNC. These services are not regulated by the North Carolina Utilities Commission. These products and services may be available from other competitive sources.

The Customer authorizes DENC/PSNC to provide any data associated with the Customer accounts(s) residing in any DENC/PSNC files, systems, or databases **[or specify specific types of data]** to the following Affiliate(s): _____.
DENC/PSNC will provide this data on a nondiscriminatory basis to any other person or entity upon the Customer's authorization.

For Disclosure to Non-Affiliates:

The Customer authorizes DENC/PSNC to provide any data associated with the Customer accounts(s) residing in any DENC/PSNC files, systems, or databases **[or specify specific types of data]** to the following non-Affiliate(s):
_____.

For Disclosure to Nonpublic Utility Operations:

DENC offers optional, market-based products and services that are separate from the regulated services provided by DENC. These services are not regulated by the North Carolina Utilities Commission. These products and services may be available from other competitive sources.

The Customer authorizes DENC to provide any data associated with the Customer accounts(s) residing in any DENC files, systems, or databases **[or specify specific types of data]** for the purpose of offering and providing energy-related products or services to the Customer. DENC will provide this data on a nondiscriminatory basis to any other person or entity upon the Customer's authorization.