**APPENDIX ~~B~~A**

# CODE OF CONDUCT

## GOVERNING THE RELATIONSHIPS, ACTIVITIES, AND TRANSACTIONS BETWEEN AND AMONG THE PUBLIC UTILITY OPERATIONS OF DEC, THE PUBLIC UTILITY OPERATIONS OF ~~PEC~~DEP, THE PUBLIC UTILITY OPERATIONS OF PIEDMONT, DUKE ENERGY CORPORATION, OTHER AFFILIATES, AND THE NONPUBLIC UTILITY OPERATIONS OF DEC, DEP, AND ~~PEC~~PIEDMONT

## I. DEFINITIONS

For the purposes of this Code of Conduct, the terms listed below shall have the following definitions:

**Affiliate:** Duke Energy and any business entity of which ten percent (10%) or more is owned or controlled, directly or indirectly, by Duke Energy. For purposes of this Code of Conduct, Duke Energy and any business entity controlled by it are considered to be Affiliates of ~~each other and~~ DEC, DEP, and ~~PEC~~Piedmont, and DEC, DEP, and Piedmont are considered to be Affiliates of each other.

**Commission:** The North Carolina Utilities Commission.

**Confidential Systems Operation Information or CSOI:** Nonpublic information that pertains to Electric Services provided by DEC or ~~PEC~~DEP, including but not limited to information concerning electric generation, transmission, distribution, or sales, and nonpublic information that pertains to Natural Gas Services provided by Piedmont, including but not limited to information concerning transportation, storage, distribution, gas supply, or other similar information.

**Customer:** Any retail electric customer of DEC or ~~PEC~~DEP in North Carolina and any Commission-regulated natural gas sales or natural gas transportation customer of Piedmont located in North Carolina.

**Customer Information:** Non-public information or data specific to a Customer or a group of Customers, including, but not limited to, electricity consumption, natural gas consumption, load profile, billing history, or credit history that is or has been obtained or compiled by DEC, DEP, or ~~PEC~~Piedmont in connection with the supplying of Electric Services or Natural Gas Services to that Customer or group of Customers.

**DEBS:** Duke Energy Business Services, LLC, and its successors, which is a service company Affiliate that provides Shared Services to DEC, ~~PEC~~DEP, Piedmont, Duke Energy, other Affiliates, or the Nonpublic Utility Operations of DEC, DEP, or ~~PEC~~Piedmont, singly or in any combination.

**DEC:** Duke Energy Carolinas, LLC, the business entity, wholly owned by Duke Energy, that holds the franchise granted by the Commission to provide Electric Services within DEC's North Carolina service territory and that engages in public utility operations, as defined in G.S. 62-3(23), within the State of North Carolina.

**DEP:** Duke Energy Progress. LLC, the business entity, wholly owned by Duke Energy, that holds the franchises granted by the Commission to provide Electric Services within the DEP's North Carolina service territory and that engages in public utility operations, as defined in G.S. 62-3(23), within the State of North Carolina.

**Duke Energy:** Duke Energy Corporation, which is the current holding company parent of DEC, DEP, and ~~PEC~~Piedmont, and any successor company.

**Electric Services:** Commission-regulated electric power generation, transmission, distribution, delivery, and sales, and other related services, including, but not limited to, administration of Customer accounts and rate schedules, metering, billing, standby service, backups, and changeovers of service to other suppliers.

**Fuel and Purchased Power Supply Services:** All fuel for generating electric power and purchased power obtained by DEC or ~~PEC~~DEP from sources other than DEC or ~~PEC~~DEP for the purpose of providing Electric Services.

**Fully Distributed Cost:** All direct and indirect costs, including overheads and an appropriate cost of capital, incurred in providing goods or services to another business entity; provided, however, that (a) for each good ~~and~~or service supplied by DEC, DEP, or ~~PEC~~Piedmont, the return on common equity utilized in determining the appropriate cost of capital shall equal the return on common equity authorized by the Commission in the supplying utility's most recent general rate case proceeding; (b) for each good ~~and~~or service supplied to DEC, DEP, or ~~PEC~~Piedmont, the appropriate cost of capital shall not exceed the overall cost of capital authorized in the supplying utility's most recent general rate case proceeding; and (c) for each good ~~and~~or service supplied by DEC, DEP, ~~and PEC~~or Piedmont to each other, the return on common equity utilized in determining the appropriate cost of capital shall not exceed the lower of the returns on common equity authorized by the Commission in DEC's, DEP's, or ~~and PEC's~~Piedmont's most recent general rate case proceeding~~s~~, as applicable.

**JDA:** Joint Dispatch Agreement, which is the agreement as filed with the Commission in Docket Nos. E-7, Sub 986, and E-2, Sub 998, on June 22, 2011, and as amended and refiled on June 12, 2012~~, in Docket Nos. E-7, Sub 986, and E-2, Sub 998~~.

**Market Value:** The price at which property, goods, ~~and~~or services would change hands in an arm's length transaction between a buyer and a seller without any compulsion to engage in a transaction, and both having reasonable knowledge of the relevant facts.

**Merger:** All transactions contemplated by the Agreement and Plan of Merger between Duke Energy and ~~Progress Energy~~Piedmont.

**Natural Gas Services:** Commission-regulated n~~N~~atural gas sales and natural gas transportation, and other related services, including, but not limited to, administration of Customer accounts and rate schedules, metering and billing, and standby service.

**Non-affiliated Gas Marketer:** An entity, not affiliated with DEC, DEP, or Piedmont, engaged in the unregulated sale, arrangement, brokering or management of gas supply, pipeline capacity, or gas storage.

**Nonpublic Utility Operations:** All business operations engaged in by DEC, DEP, or ~~PEC~~Piedmont involving activities (including the sales of goods or services) that are not regulated by the Commission~~,~~ or otherwise subject to public utility regulation at the state or federal level.

**Non-Utility Affiliate:** Any Affiliate, including DEBS~~ and PESC~~, other than a Utility Affiliate, DEC, DEP, or ~~PEC~~Piedmont.

~~**PEC:** Progress Energy Carolinas, Inc., the business entity, wholly owned by Duke Energy, that holds the franchises granted by the Commission to provide Electric Services within the North Carolina service territory of PEC and that engages in public utility operations, as defined in G.S. 62-3(23), within the State of North Carolina.~~

**Personnel:** An employee or other representative of DEC, ~~PEC~~DEP, Piedmont, Duke Energy, another Affiliate, or a Nonpublic Utility Operation, who is involved in fulfilling the business purpose of that entity.

~~**PESC:** Progress Energy Services Company and its successors, which is a service company Affiliate that provides Shared Services to PEC, DEC, Duke Energy, other Affiliates, or the Nonpublic Utility Operations of DEC or PEC, individually or in combination.~~

**Piedmont:** Piedmont Natural Gas Company, Inc., the business entity, wholly owned by Duke Energy, that holds the franchise granted by the Commission to provide Natural Gas Services within its North Carolina service territory and that engages in public utility operations, as defined in G.S. 62-3(23), within the State of North Carolina.

**Progress Energy**: Progress Energy, Inc., which is the former holding company parent of ~~PEC~~DEP~~,~~ and ~~which became~~is a subsidiary of Duke Energy~~ after the close of the Merger~~, and any successors.

**Public Staff:** The Public Staff of the North Carolina Utilities Commission.

**Regulatory Conditions:** The conditions imposed by the Commission in connection with or related to the Merger.

**Shared Services:** The services that meet the requirements of the Regulatory Conditions approved in Docket Nos. E-2, Sub 1095, E-7, Sub ~~986~~1100, and ~~E-2, Sub 998~~G-9, Sub 682, or subsequent orders of the Commission and that the Commission has explicitly authorized DEC, DEP, ~~or~~and ~~PEC~~Piedmont to take from DEBS ~~or PESC~~ pursuant to a service agreement (a) filed with the Commission pursuant to G.S. 62-153(b), thus requiring acceptance and authorization by the Commission, and (b) subject to all other applicable provisions of North Carolina law, the rules and orders of the Commission, and the Regulatory Conditions.

**Shipper:** A Non-affiliated Gas Marketer, a municipal gas customer, or an end-user of gas.

**Utility Affiliates:** The regulated public utility operations of Duke Energy Indiana, ~~Inc.~~LLC (Duke Indiana), Duke Energy Kentucky, Inc. (Duke Kentucky), ~~and~~ Florida Power Corporation, d/b/a Progress Energy Florida, LLC (~~PEF~~DEF),~~;~~ and ~~the regulated transmission and distribution operations of~~ Duke Energy Ohio, Inc. (Duke Ohio).

## II. GENERAL

This Code of Conduct establishes the minimum guidelines and rules that apply to the relationships, transactions, and activities involving the public utility operations of DEC, ~~PEC~~DEP, Piedmont, Duke Energy, other Affiliates, or the Nonpublic Utility Operations of DEC, DEP, and ~~PEC~~Piedmont, to the extent such relationships, activities, and transactions affect the ~~operations or costs of utility service experienced by the~~ public utility operations of DEC, DEP, and ~~PEC~~Piedmont in their respective service areas. DEC, ~~PEC~~DEP, Piedmont, and the other Affiliates are bound by this Code of Conduct pursuant to Regulatory Condition 6.1 approved by the Commission in Docket Nos. E-2, Sub ~~998~~1095, ~~and~~ E-7, Sub ~~986~~1100, and G-9, Sub 682. This Code of Conduct is subject to modification by the Commission as the public interest may require, including, but not limited to, addressing changes in the organizational structure of DEC, ~~PEC~~DEP, Piedmont, Duke Energy, other Affiliates, or the Nonpublic Utility Operations; changes in the structure of the electric industry or natural gas industry; or other changes that warrant modification of this Code.

DEC, DEP, or ~~PEC~~Piedmont may seek a waiver of any aspect of this Code of Conduct by filing a request with the Commission showing that ~~exigent~~ circumstances in a particular case justify such a waiver.

## III. STANDARDS OF CONDUCT

### A. Independence and Information Sharing

1. Separation - DEC, ~~PEC~~DEP, Piedmont, Duke Energy, and the other Affiliates shall operate independently of each other and in physically separate locations to the maximum extent practicable; however, to the extent that the

Commission has approved or accepted a service company-to-utility or utility-to-utility service agreement or list, DEC, DEP, Piedmont, Duke Energy, and the other Affiliates may operate as described in the agreement or list on file at the Commission. DEC, ~~PEC~~DEP, Piedmont, Duke Energy, and each of the other Affiliates shall maintain separate books and records. Each of DEC's, DEP's, and ~~PEC's~~Piedmont's Nonpublic Utility Operations shall maintain separate records from those of DEC's, DEP's, and ~~PEC's~~Piedmont's public utility operations to ensure appropriate cost allocations and any arm's-length-transaction requirements.

2. Disclosure of Customer Information:

(a) Upon request, and subject to the restrictions and conditions contained herein, DEC, DEP, and ~~PEC~~Piedmont may provide Customer Information to Duke Energy~~,~~ or another Affiliate~~, or a Nonpublic Utility Operation~~ under the same terms and conditions that apply to the provision of such information ~~is provided~~ to non-Affiliates. In addition, DEC and DEP may provide Customer Information to their respective 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) ~~below~~, Customer Information shall not be disclosed to any Affiliate or non-affiliated third party ~~person or company,~~ without the Customer's consent, and then only to the extent specified by the Customer. Consent to disclosure of Customer Information to Affiliates of DEC, DEP, and Piedmont or to DEC's or DEP's Nonpublic Utility Operations may be obtained by means of written ~~authorization~~, electronic, ~~authorization,~~ or recorded verbal authorization upon providing the Customer with the information set forth in Attachment A; provided, however, that DEC, DEP, and ~~PEC~~Piedmont 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 Piedmont's Customer Information to Piedmont's Nonpublic Utility Operations is not required.

(c) If the Customer allows or directs DEC, DEP, or ~~PEC~~Piedmont to provide Customer Information to Duke Energy, another Affiliate, or ~~a~~to DEC's or DEP's Nonpublic Utility Operations, then DEC, DEP, or ~~PEC~~Piedmont shall ask if the Customer ~~if he, she, it~~ would like the Customer Information to be provided to one or more non-Affiliates. If the Customer directs DEC, DEP, or ~~PEC~~Piedmont to provide the 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) Sections III.A.2.(a), 2.(b), and 2.(c) ~~herein~~ shall be permanently posted on DEC's and ~~PEC's~~DEP's website.

(e) No DEC, DEP, or ~~PEC~~Piedmont employee who is transferred to Duke Energy or another Affiliate ~~will~~shall be permitted to copy or otherwise compile any Customer Information for use by such entity except ~~pursuant to written permission from~~ as authorized by the

Customer~~, as reflected by~~ pursuant to a signed Data Disclosure Authorization. ~~Neither~~ DEC, DEP, and ~~nor PEC~~Piedmont shall not transfer any employee to Duke Energy or another Affiliate for the purpose of disclosing or providing Customer Information to such entity.

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

(i) DEC, DEP, and ~~PEC~~Piedmont may disclose Customer Information to DEBS~~, PESC~~, any other Affiliate, ~~a Nonpublic Utility Operation~~ or a non-affiliated third party without Customer consent~~, but only~~ to the extent necessary for the Affiliate~~, Nonpublic Utility Operation~~ or non-affiliated third party to provide goods or services to DEC, DEP, or ~~PEC~~Piedmont and upon the~~ir~~ ~~explicit~~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) DEC and DEP may disclose Customer Information to their Nonpublic Utility Operations without Customer consent to the extent necessary for the Nonpublic Utility Operations to provide goods and services to DEC or DEP and upon the written agreement of the Nonpublic Utility Operations to protect the confidentiality of such Customer Information.

(iii) DEC, DEP, and Piedmont may disclose Customer Information to a state or federal regulatory agency or court of competent jurisdiction if required in writing to do so by the agency or court.

(g) DEC, DEP, and ~~PEC~~Piedmont shall take appropriate steps to store Customer Information in such a manner as to limit access to ~~only~~ those persons permitted to receive it and shall require all persons with access to such information to protect its confidentiality.

(h) DEC, DEP, and ~~PEC~~Piedmont shall establish guidelines for its employees and representatives to follow with regard to complying with this Section III.A.2.

(i) No DEBS~~ or PESC~~ employee may use Customer Information to market or sell any product or service to DEC's, DEP's, or ~~PEC's~~Piedmont's Customers, except in support of a Commission-approved rate schedule or program or a marketing effort managed and supervised directly by DEC, DEP, or ~~PEC~~Piedmont.

(j) DEBS~~ and PESC~~ employees with access to 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 DEBS~~ or PESC~~ that do not have access to such information, or by other employees of Duke Energy or other Affiliates or Nonpublic Utility Operations of ~~the Utilities~~DEC and DEP.

(k) Should any inappropriate disclosure of DEC, DEP, or ~~PEC~~Piedmont Customer Information occur at any time, DEC, DEP, or ~~PEC~~Piedmont ~~is required to~~shall promptly file a statement with the Commission ~~in this docket~~ describing the circumstances of the disclosure, the Customer information disclosed, the results of the disclosure, and the ~~mitigating and/or other~~ steps taken to mitigate the effects of ~~address~~ the disclosure and prevent future occurrences.

3. The disclosure of Confidential Systems Operation Information of DEC, DEP, and ~~PEC~~Piedmont ~~(referred to hereinafter as "Information")~~ shall be governed as follows:

(a) Such ~~Information~~CSOI shall not be disclosed by DEC, DEP, or ~~PEC~~Piedmont to an Affiliate or a Nonpublic Utility Operation unless it is disclosed to all competing non-Affiliates contemporaneously and in the same manner. Disclosure to non-Affiliates is not required under the following circumstances: ~~when disclosure to Affiliates or Nonpublic Utility Operations meets one of the following exceptions:~~

(i) The CSOI~~Information~~ is provided to employees of DEC or ~~PEC~~DEP for the purpose of implementing, and operating pursuant to, the JDA in accordance with the Regulatory Conditions approved in Docket Nos. E-7, Sub 986, and E-2, Sub 998~~;~~.

(ii) The ~~Information~~CSOI is necessary for the performance of services approved to be performed pursuant to one or more Affiliate utility-to-utility service agreements~~;~~.

(iii) A state or federal regulatory agency or court ~~having~~of competent jurisdiction over the disclosure of the ~~Information~~CSOI requires the disclosure~~;~~.

(iv) The ~~Information~~CSOI is provided to employees of DEBS ~~or PESC~~ pursuant to a service agreement filed with the Commission pursuant to G.S. 62-153~~;~~.

(v) The ~~Information~~CSOI is provided to employees of DEC's, DEP's, or ~~PEC's~~Piedmont's Utility Affiliates for the purpose of sharing best practices and otherwise improving the provision of regulated utility service~~;~~.

(vi) The ~~Information~~CSOI is provided to an Affiliate pursuant to an agreement filed with the Commission pursuant to G.S. 62-153, provided that the agreement specifically describes the types of ~~Information~~CSOI to be disclosed~~;~~.

(vii) Disclosure is otherwise essential to enable DEC or ~~PEC~~DEP to provide Electric Services to their Customers or for Piedmont to provide Natural Gas Services to its Customers~~; or~~.

(viii) Disclosure of the ~~Information~~CSOI is necessary for compliance with the Sarbanes-Oxley Act of 2002.

(b) Any ~~Information~~CSOI disclosed pursuant ~~to the exceptions in~~ Section III.A.3.(a)(i)-(viii)~~, above,~~ shall be disclosed only to employees that need the ~~information~~CSOI for the purposes covered by those exceptions and in as limited a manner as possible. The employees receiving such ~~Information~~CSOI must be prohibited from acting as conduits to pass the ~~Information~~CSOI to any Affiliate(s) and must have explicitly agreed to protect the confidentiality of such ~~Information~~CSOI.

(c) For disclosures pursuant to ~~exceptions (vii) and (viii) in~~ Section III.A.3.(a)(vii) and (viii)~~, above~~, DEC, DEP, and ~~PEC~~Piedmont shall include in their annual affiliated transaction reports the following information:

(i) The types of ~~Information~~CSOI disclosed and the name(s) of the Affiliate(s) to which it is being, or has been, disclosed;

(ii) The reasons for the disclosure; and

(iii) Whether the disclosure is intended to be a one-time occurrence or an ongoing process.

To the extent a disclosure subject to the reporting requirement is intended to be ongoing, only the initial disclosure and a description of any processes governing subsequent disclosures need to be reported.

(d) DEC, ~~PEC~~DEP, Piedmont, and DEBS~~, and PESC~~ employees with access to CSOI must be prohibited from making any improper indirect use of the data, including directing or encouraging any actions based on the CSOI by employees that do not have access to such information, or by other employees of Duke Energy or other Affiliates or Nonpublic Utility Operations of DEC, DEP, and ~~PEC~~Piedmont.

(e) Should the handling or disclosure of ~~Market Information, Transmission Information, or other~~ CSOI by DEBS, ~~PESC,~~ or another Affiliate or Nonpublic Utility Operation, or ~~their~~its respective employees, result in (i) a violation of DEC's or ~~PEC's~~DEP's FERC Statement of Policy and Code of Conduct (FERC Code), 18 CFR 358 - Standards of Conduct for Transmission Providers (Transmission Standards), or any other relevant FERC standards or codes of conduct, (ii) the posting of such data on an Open Access Same-Time Information System (OASIS) or other Internet website, or (iii) other public disclosure of the data, DEC or ~~PEC~~DEP shall promptly file a statement with the Commission ~~in Commission~~ in Docket No~~s~~. E-7, Sub ~~986C~~1100 , and E-2, Sub ~~998C~~1095 , respectively, describing the circumstances leading to such violation, posting, or other this docket describing the circumstances leading to such violation, posting, or other public disclosure, any data required to be posted or otherwise publicly disclosed, and the ~~mitigating and/or other~~ steps taken to ~~address~~mitigate the effects of the current ~~or~~and prevent any future potential violation, posting, or other public disclosure.

(f) Should any inappropriate disclosure of CSOI occur at any time, DEC, DEP, or ~~PEC~~Piedmont shall promptly file a statement with the Commission in Docket No~~s~~. E-7, Sub ~~986C~~1100 , ~~or~~ E-2, Sub ~~998C~~1095 , or G-9, Sub 682 , respectively, describing the circumstances of the disclosure, the CSOI disclosed, the results of the disclosure, and the ~~mitigating and/or other~~ steps taken to ~~address~~mitigate the effects of the disclosure and prevent future occurrences.

(g) Unless publicly noticed and generally available, should the FERC Code, the Transmission Standards, or any other relevant FERC standards or codes of conduct be eliminated, amended, superseded, or otherwise replaced, DEC and ~~PEC~~DEP shall file a letter with the Commission in Docket Nos. E-7, Sub ~~986E~~1100 , and E-2, Sub ~~998E~~1095~~-~~, ~~with the Commission~~ describing such action within 60 days of the action, along with a copy of any amended or replacement document.

## B. Nondiscrimination

1. DEC's, DEP's, and ~~PEC's~~Piedmont's employees and representatives shall not unduly discriminate against non-Affiliated entities.

2. In responding to requests for Electric Services, Natural Gas Services, or both, ~~neither~~ DEC, DEP, ~~nor PEC~~and Piedmont shall not provide any preference to Duke Energy, another Affiliate, or a Nonpublic Utility Operation, ~~n~~or to any customers of such an entity, as compared to non-Affiliates or their customers. Moreover, neither

DEC, DEP, ~~PEC~~Piedmont, Duke Energy, nor any other Affiliates shall represent to any person or entity that Duke Energy, another Affiliate, or a Nonpublic Utility Operation will receive any such preference.

3. DEC, DEP, and ~~PEC~~Piedmont shall apply the provisions of their respective tariffs equally to Duke Energy, the other Affiliates, the Nonpublic Utility Operations, and non-Affiliates.

4. DEC, DEP, and ~~PEC~~Piedmont shall process all similar requests for Electric Services, Natural Gas Services, or both, in the same timely manner, whether requested on behalf of Duke Energy, another Affiliate, a Nonpublic Utility Operation, or a non-Affiliated entity.

5. No personnel or representatives of DEC, ~~PEC~~DEP, Piedmont, Duke Energy, or another Affiliate shall indicate, represent, or otherwise give the appearance to another party that Duke Energy or another Affiliate speaks on behalf of DEC, DEP, or ~~PEC~~Piedmont; provided however, that this prohibition shall not apply to employees of DEBS ~~or PESC~~ providing Shared Services or to employees of another Affiliate to the extent explicitly provided for in an affiliate agreement that has been accepted by the Commission. In addition, no personnel or representatives of a Nonpublic Utility Operation shall indicate, represent, or otherwise give the appearance to another party that they speak on behalf of DEC's or ~~PEC's~~DEP's regulated public utility operations.

6. No personnel or representatives of DEC, ~~PEC~~DEP, Piedmont, Duke Energy, another Affiliate, or a Nonpublic Utility Operation shall indicate, represent, or otherwise give the appearance to another party that any advantage to that party with regard to Electric Services or Natural Gas Services exists as the result of that party dealing with Duke Energy, another Affiliate, or a Nonpublic Utility Operation, as compared with a non-Affiliate.

7. ~~Neither~~ DEC, DEP, and Piedmont ~~nor PEC~~ shall not condition or otherwise tie the provision or terms of any Electric Services or Natural Gas Services to the purchasing of any goods or services from, or the engagement in business of any kind with, Duke Energy, another Affiliate, or a Nonpublic Utility Operation.

8. When any employee or representative of DEC or ~~PEC~~DEP receives a request for information from or provides information to a Customer about goods or services available from Duke Energy, another Affiliate, or a Nonpublic Utility Operation, the employee or representative shall advise the Customer that such goods or services may also be available from non-Affiliated suppliers.

9. Disclosure of Customer Information to Duke Energy, another Affiliate, a Nonpublic Utility Operation, or a non-Affiliated entity shall be governed by Section III.A.2. of this Code of Conduct.

10. Unless otherwise directed by order the Commission, electric generation shall not receive a priority of use from Piedmont that would supersede or diminish Piedmont's provision of service to its human needs firm residential and commercial customers.

11. Piedmont shall file an annual report with the Commission summarizing all requests or inquiries for Natural Gas Services made by a non-utility generator, Piedmont's response to the request, and the status of the inquiry.

## C. Marketing

1. The public utility operations of DEC, DEP, and ~~PEC~~Piedmont may engage in joint sales, joint sales calls, joint proposals, or joint advertising (a joint marketing arrangement) with their ~~Utility~~ Affiliates and with their Nonpublic Utility Operations, subject to compliance with other provisions of this Code of Conduct and any conditions or restrictions that the Commission may hereafter establish. ~~Neither~~ DEC, DEP, and Piedmont ~~nor PEC~~ shall not otherwise engage in such joint activities without making such opportunities available to comparable third parties.

2. Neither Duke Energy nor any of the other Affiliates shall use the names or logos of DEC, DEP, or ~~PEC~~Piedmont in any communications without the following ~~unless a~~ disclaimer ~~is included that states the following~~:

(a) "[Duke Energy Corporation/Affiliate) is not the same company as [DEC/~~PEC~~DEP/Piedmont], and [Duke Energy Corporation/Affiliate) has separate management and separate employees";

(b) "[Duke Energy Corporation/Affiliate] is not regulated by the North Carolina Utilities Commission or in any way sanctioned by the Commission";

(c) "Purchasers of products or services from [Duke Energy Corporation/Affiliate] will receive no preference or special treatment from [DEC/~~PEC~~DEP/Piedmont]"; and

(d) "A customer does not have to buy products or services from [Duke Energy Corporation/Affiliate] in order to continue to receive the same safe and reliable electric service from [DEC/~~PEC~~DEP] or natural gas service from Piedmont."

3. Nonpublic Utility Operations may not use the names or logos of DEC, DEP, or ~~PEC~~Piedmont in ~~any~~ communications without the following ~~unless a~~ disclaimer ~~is included that states the following~~:

~~(a)~~ "[Name of product or service being offered by Nonpublic Utility Operation] is not part of the regulated services offered by [DEC/~~PEC~~DEP/Piedmont] and is not in any way sanctioned by the North Carolina Utilities Commission.";

4. In addition, DEC's and DEP's Nonpublic Utility Operations may not use the names or logos of DEC or DEP in any communications without the following disclaimers:

(~~b~~a) "Purchasers of [name of product~~s~~ or service~~s~~ being offered by Nonpublic Utility Operation] from [Nonpublic Utility Operation] will receive no preference or special treatment from [DEC/~~PEC~~DEP]"; and

(~~c~~b) "A customer does not have to buy this product~~s~~ or service~~s~~ from [Nonpublic Utility Operation] in order to continue to receive the same safe and reliable electric service or natural gas service from [DEC/~~PEC~~DEP]."

The required disclaimers in this Section III.C.4. must be sized and displayed in a way that is commensurate with the name and logo so that the disclaimer is at least the larger of one-half the size of the type that first displays the name and logo or the predominant type used in the communication.

## D. Transfers of Goods and Services, Transfer Pricing, and Cost Allocation

1. Cross-subsidies involving DEC, DEP, or ~~PEC~~Piedmont and Duke Energy, other Affiliates, or the Nonpublic Utility Operations are prohibited.

2. All costs incurred by personnel or representatives of DEC, DEP, or ~~PEC~~Piedmont for or on behalf of Duke Energy, other Affiliates, or the Nonpublic Utility Operations shall be charged to the entity responsible for the costs.

3. ~~As a general guideline, with regard~~ The following conditions shall apply as a general guideline to the transfer prices charged for goods and services, including the use or transfer of personnel, exchanged between and among DEC, DEP, or ~~PEC~~Piedmont, and Duke Energy, the other Non-Utility Affiliates, and the Nonpublic Utility Operations, to the extent such prices affect DEC's, DEP's, or ~~PEC's~~Piedmont's operations or costs of utility service~~, the following conditions shall apply~~:

(a) Except as otherwise provided for in this Section III.D., for untariffed goods and services provided by DEC, DEP, or ~~PEC~~Piedmont to Duke Energy, a Non-Utility Affiliate, or a Nonpublic Utility Operation, the transfer price paid to DEC, DEP, or ~~PEC~~Piedmont shall be set at the higher of Market Value or DEC's, DEP's, or ~~PEC's~~Piedmont's Fully Distributed Cost.

(b) Except as otherwise provided for in this Section III.D., for goods and services provided, directly or indirectly, by Duke Energy, a Non-Utility Affiliate other than DEBS~~ or PESC~~, or a Nonpublic Utility Operation to DEC, DEP, or ~~PEC~~Piedmont, the transfer price(s) charged by Duke Energy, the Non-Utility Affiliate, and the Nonpublic Utility Operation to DEC, DEP, or ~~PEC~~Piedmont shall be set at the lower of Market Value or Duke Energy's, the Non-Utility Affiliate's, or the Nonpublic Utility Operation's Fully Distributed Cost(s). If DEC, DEP, or ~~PEC~~Piedmont do not engage in competitive solicitation and instead obtain the goods or services from Duke Energy, a Non-Utility Affiliate, or a Nonpublic Utility Operation, DEC, DEP, and ~~PEC~~Piedmont shall implement adequate processes to comply with this Code provision and related Regulatory Conditions and ensure that in each case DEC's, DEP's, and ~~PEC's~~Piedmont's Customers receive service at the lowest reasonable cost, unless otherwise directed by order of the Commission. For goods and services provided by DEBS~~ and PESC~~ to DEC, ~~PEC~~DEP, Piedmont, and Utility Affiliates, the transfer price charged shall be set at DEBS' ~~and PESC's~~ Fully Distributed Cost.

(c) Tariffed goods and services provided by DEC, DEP, and ~~PEC~~Piedmont to Duke Energy, other Affiliates, or a Nonpublic Utility Operation shall be provided at the same prices and terms that are made available to Customers having similar characteristics with regard to Electric Services ~~(such as time of use, manner of use, customer class, load factor, and relevant Standard Industrial Classification)~~ or Natural Gas Services under the applicable tariff.

(d) ~~Subject to and in compliance with all conditions placed upon DEC and PEC by the Commission~~With the exception of gas supply transactions, transportation transactions, or both, between DEC and Piedmont or DEP and Piedmont, untariffed non-power, non-generation, or non-fuel goods and services provided by DEC, DEP, or ~~PEC~~Piedmont to DEC, ~~PEC~~DEP, Piedmont, or the Utility Affiliates or by the Utility Affiliates to DEC, DEP, or ~~PEC~~Piedmont, shall be transferred at the supplier's Fully Distributed Cost, unless otherwise directed by order of the Commission.

(e) All Piedmont deliveries to DEC and DEP pursuant to intrastate negotiated sales or transportation arrangements and combinations of sales and transportation transactions shall be at the same price and terms that are made available to other Shippers having comparable characteristics, such as nature of service (firm or interruptible, sales or transportation), pressure requirements, nature

of load (process/heating/electric) generation, size of load, profile of load (daily, monthly, seasonal, annual), location on Piedmont's system, and costs to serve and rates. Piedmont shall maintain records in sufficient detail to demonstrate compliance with this requirement.

(f) All gas supply transactions, interstate transportation and storage transactions, and combinations of these transactions, between DEC or DEP and Piedmont shall be at the fair market value for similar transactions between non-affiliated third parties. DEC, DEP, and Piedmont shall maintain records, such as published market price indices, in sufficient detail to demonstrate compliance with this requirement.

(g) All of the margins, also referred to as net compensation, received by Piedmont on secondary market sales to DEC and DEP shall be recorded in Piedmont's Deferred Gas Cost Accounts and shall flow through those accounts for the benefit of ratepayers. None of the margins on secondary market sales by Piedmont to DEC and DEP shall be included in the secondary market transactions subject to the sharing mechanism on secondary market transactions approved by the Commission in its Order Approving Stipulation, dated December 22, 1995, in Docket No. G-100, Sub 67. The sharing percentage on secondary market sales shall not be considered in determining the prudence of such transactions.

4. To the extent that DEC, ~~PEC~~DEP, Piedmont, Duke Energy, other Affiliates, or the Nonpublic Utility Operations receive Shared Services from DEBS~~ or PESC~~ (or ~~their~~its successor~~s~~), these Shared Services may be jointly provided to DEC, ~~PEC~~DEP, Piedmont, Duke Energy, other Affiliates, or the Nonpublic Utility Operations on a fully distributed cost basis, provided that the taking of such Shared Services by DEC, DEP, and ~~PEC~~Piedmont is cost beneficial on a service-by-service (e.g., accounting management, human resources management, legal services, tax administration, public affairs) basis to DEC, DEP, and ~~PEC~~Piedmont. Charges for such Shared Services shall be allocated in accordance with the cost allocation manual~~(s)~~ filed with the Commission pursuant to Regulatory Condition 5.5, subject to any revisions or other adjustments that may be found appropriate by the Commission on an ongoing basis.

5. DEC, ~~PEC~~DEP, Piedmont, and their Utility Affiliates may capture economies-of-scale in joint purchases of goods and services (excluding the purchase of ~~natural gas, coal, and~~ electricity or ancillary services intended for resale unless such purchase is made pursuant to a Commission-approved contract or service agreement), if such joint purchases result in cost savings to DEC's, DEP's, and ~~PEC's~~Piedmont's Customers. DEC, ~~PEC~~DEP, Piedmont, and their Utility Affiliates~~Duke Indiana, Duke Kentucky, and PEF,~~ may capture economies-of-scale in joint purchases of coal and natural gas, if such joint purchases result in cost savings to DEC's, DEP's, and ~~PEC's~~Piedmont's Customers. ~~Notwithstanding the foregoing, if any of the coal or natural gas jointly purchased by DEC, PEC, Duke Indiana, Duke Kentucky, or PEF is transferred to or utilized by another Affiliate within 12 months of the joint purchase, DEC and PEC will file a notification of such with the Commission.~~ All joint purchases entered into pursuant to this section shall be priced in a manner that permits clear identification of each participant's portion of the purchases and shall be reported in DEC's, DEP's, and ~~PEC's~~Piedmont's affiliated transaction reports filed with the Commission.

6. All permitted transactions between DEC, ~~PEC~~DEP, Piedmont, Duke Energy, other Affiliates, and the Nonpublic Utility Operations shall be recorded and accounted for in accordance with the cost allocation manual~~s~~ required to be filed with the Commission pursuant to Regulatory Condition 5.5 and with Affiliate agreements

accepted by the Commission or otherwise processed in accordance with North Carolina law, the rules and orders of the Commission, and the Regulatory Conditions.

7. Costs that DEC, DEP, and ~~PEC~~Piedmont incur in assembling, compiling, preparing, or furnishing requested Customer Information or ~~Confidential Systems Operation Information~~CSOI for or to Duke Energy, other Affiliates, Nonpublic Utility Operations, or non-Affiliates (other than the Customer or the Customer's designated representative or agent) shall be recovered from the requesting party pursuant to Section III.D.3. of this Code of Conduct.

8. Any technology or trade secrets developed, obtained, or held by DEC, DEP, or ~~PEC~~Piedmont in the conduct of regulated operations shall not be transferred to Duke Energy, another Affiliate, or a Nonpublic Utility Operation without just compensation and the filing of 60-days prior notification to the Commission~~; provided however, that DEC, DEP, and PECPiedmont are not required to provide advance notice for such transfers to each other~~. DEC, DEP, and ~~PEC~~Piedmont are not required to provide advance notice for such transfers to each other and may request a waiver of this requirement from the Commission with respect to such transfers to Duke Energy, a Utility Affiliate, a Non-Utility Affiliate, or a Nonpublic Utility Operation. In no case, however, shall the notice period requested be less than 20 business days.

9. DEC, DEP, and ~~PEC~~Piedmont shall receive compensation from Duke Energy, other Affiliates, and the Nonpublic Utility Operations for intangible benefits, if appropriate.

## E. Regulatory Oversight

1. The ~~State's existing~~ requirements regarding affiliate transactions~~, as~~ set forth in G.S. 62-153~~,~~ shall continue to apply to all transactions between DEC, ~~PEC~~DEP, Piedmont, Duke Energy, and the other Affiliates.

2. The books and records of DEC, ~~PEC~~DEP, Piedmont, Duke Energy, other Affiliates, and the Nonpublic Utility Operations shall be open for examination by the Commission, its staff, and the Public Staff as provided in G.S. 62-34, 62-37, and 62-51.

3. If Piedmont supplies any Natural Gas Services, with the exception of Natural Gas Services provided pursuant to Commission-approved contracts or service agreements, used by either DEC or DEP to generate electricity, DEC or DEP, as applicable, shall file a report with the Commission in its annual fuel and fuel-related cost recovery case demonstrating that the purchase was prudent and the price was reasonable.

~~3.~~4. To the extent North Carolina law, the orders and rules of the Commission, and the Regulatory Conditions permit Duke Energy, an Affiliate, or a Nonpublic Utility Operation to supply DEC, DEP, or ~~PEC~~Piedmont with Natural Gas Services or other

Fuel and Purchased Power Supply Services used by DEC or ~~PEC~~DEP to provide Electric Services to Customers, and to the extent such Natural Gas Services or other Fuel and Purchased Power Supply Services are supplied, DEC or ~~PEC~~DEP, as applicable, shall demonstrate in its annual fuel adjustment clause proceeding that each such acquisition was prudent and the price was reasonable.

**F. Utility Billing Format**

To the extent any bill issued by DEC, DEP, Piedmont, ~~and PEC,~~ Duke Energy, another Affiliate, a Nonpublic Utility Operation, or a non-Affiliated third party includes ~~any~~ charges to Customers for Electric Services or Natural Gas Services and non-Electric Services, non-Natural Gas Services, or any combination of such services, from Duke Energy, another Affiliate, a Nonpublic Utility Operation, or a non-Affiliated third party, the charges for ~~the~~ Electric Services and Natural Gas Services shall be separated from the charges for any other services included on the bill. Each such bill shall contain language stating that the Customer's Electric Services and Natural Gas Services will not be terminated for failure to pay for any other services billed.

**G. Complaint Procedure**

1. DEC, DEP, and ~~PEC~~Piedmont shall establish ~~complaint~~ procedures to resolve potential complaints that arise due to the relationship of DEC, DEP, and ~~PEC~~Piedmont with Duke Energy, ~~its~~the other Affiliates, and ~~its~~the Nonpublic Utility Operations. The complaint procedures shall provide for the following:

(a) Verbal and written complaints shall be referred to a designated representative of DEC, DEP, or ~~PEC~~Piedmont.

(b) The designated representative shall provide written notification to the complainant within 15 days that the complaint has been received.

(c) DEC, DEP, or ~~PEC~~Piedmont shall investigate the complaint and communicate the results or status of the investigation to the complainant within 60 days of receiving the complaint.

(d) DEC, DEP, and ~~PEC~~Piedmont shall each maintain a log of complaints and related records and permit inspection of documents (other than those protected by the attorney/client privilege) by the Commission, its staff, or the Public Staff.

2. Notwithstanding the provisions of Section III.G.1., any complaints received through Duke Energy's EthicsLine (or successor), which is a confidential mechanism available to the employees of the Duke Energy holding company system, shall be handled in accordance with procedures established for the EthicsLine.

3. These complaint procedures do not affect a complainant's right to file a formal complaint with the Commission or otherwise communicate with ~~or otherwise address questions to~~ the Commission or the Public Staff regarding a complaint.

## H. Natural Gas/Electricity Competition

DEC, DEP and Piedmont shall continue to compete against all energy providers, including each other, to serve those retail customer energy needs that can be legally and profitably served by both electricity and natural gas. The competition between DEC or DEP and Piedmont shall be at a level that is no less than that which existed prior to the Merger. Without limitation as to the full range of potential competitive activity, DEC, DEP and Piedmont shall maintain the following minimum standards:

1. Piedmont will make all reasonable efforts to extend the availability of natural gas to as many new customers as possible.

2. In determining where and when to extend the availability of natural gas, Piedmont will at a minimum apply the same standards and criteria that it applied prior to the Merger.

3. In determining where and when to extend the availability of natural gas, Piedmont will make decisions in accordance with the best interests of Piedmont, rather than the best interest of DEC or DEP.

4. To the extent that either the natural gas industry or the electricity industry is further restructured, DEC, DEP, and Piedmont will undertake to maintain the full level of competition intended by this Code of Conduct subject to the right of DEC, DEP, Piedmont or the Public Staff to seek relief from or modifications to this requirement by the Commission.

**CODE OF CONDUCT**
**ATTACHMENT A**

DEC/~~PEC~~DEP/PIEDMONT CUSTOMER INFORMATION DISCLOSURE AUTHORIZATION

For Disclosure to Affiliates:

DEC's/~~PEC's~~DEP's/Piedmont's Affiliates offer products and services that are separate from the regulated services provided by DEC/~~PEC~~DEP/Piedmont. These services are not regulated by the North Carolina Utilities Commission~~ or the Public Service Commission of South Carolina~~. These products and services may be available from other competitive sources.

The Customer authorizes DEC/~~PEC~~DEP/Piedmont to provide any data associated with the Customer account(s) residing in any DEC/~~PEC~~DEP/Piedmont files, systems or databases **[or specify specific types of data]** to the following Affiliate(s) _____. DEC/~~PEC~~DEP/Piedmont will provide this data on a non-discriminatory basis to any other person or entity upon the Customer's authorization.

For Disclosure to Nonpublic Utility Operations:

DEC/~~PEC~~DEP offers optional, market-based products and services that are separate from the regulated services provided by DEC/~~PEC~~DEP. These services are not regulated by the North Carolina Utilities Commission~~ or the Public Service Commission of South Carolina~~. These products and services may be available from other competitive sources.

The Customer authorizes DEC/~~PEC~~DEP to use any data associated with the Customer account(s) residing in any DEC/~~PEC~~DEP files, systems or databases **[or specify types of data]** for the purpose of offering and providing energy-related products or services to the Customer. DEC/~~PEC~~DEP will provide this data on a non-discriminatory basis to any other person or entity upon the Customer's authorization.