

DOCKET NO. E-7, SUB 795

CODE OF CONDUCT  
GOVERNING THE RELATIONSHIPS, ACTIVITIES,  
AND TRANSACTIONS BETWEEN AND AMONG  
THE PUBLIC UTILITY OPERATIONS OF DUKE POWER,  
DUKE ENERGY CORPORATION,  
THE AFFILIATES OF DUKE POWER,  
AND THE NONPUBLIC UTILITY OPERATIONS OF DUKE POWER

I. **DEFINITIONS**

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

**Affiliate:** Duke Energy Corporation and any business entity, other than Duke Power, of which ten percent (10%) or more is owned or controlled, directly or indirectly, by Duke Energy Corporation. For purposes of this Code of Conduct, Duke Energy Corporation and any business entity so controlled by it are considered to be Affiliates of Duke Power.

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

**Confidential Systems Operation Information:** Nonpublic information that pertains to Electric Services provided by Duke Power, including but not limited to information concerning electric generation, transmission, distribution, or sales.

**Customer:** Any retail electric customer of Duke Power, including those served under the Commission-approved rates for Nantahala Power and Light.

**Customer Information:** Non-public information or data specific to a Customer or a group of Customers, including, but not limited to, electricity consumption, load profile, billing history, or credit history that is or has been obtained or compiled by Duke Power in connection with the supplying of Electric Services to that Customer or group of Customers.

**Duke Energy Corporation:** The current holding company parent of Duke Power and any successor company.

**Duke Energy Shared Services:** Duke Energy Shared Services, LLC, a service company Affiliate that provides Shared Services to Duke Power, Duke Energy

Corporation, other Affiliates, or the Nonpublic Utility Operations of Duke Power, singly or in any combination.

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

**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 Duke Power from sources other than Duke Power 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 (1) the return on common equity utilized in determining such cost of capital for each good and service supplied by or from Duke Power shall equal the return on common equity authorized by the Commission in Duke Power's most recent general rate case proceeding, and (2) the cost of capital for each good and service supplied to Duke Power shall not exceed the overall cost of capital authorized by the Commission in Duke Power's most recent general rate case proceeding.

**Market Value:** The price at which property, goods, and 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:** The mergers, the conversion of Duke Energy Corporation into a limited liability company, the restructuring transactions, and all other transactions contemplated by the Agreement and Plan of Merger between Duke Energy Corporation and Cinergy Corp.

**Natural Gas Services:** Natural gas sales and natural gas transportation, and other related services, including, but not limited to, metering and billing.

**Nonpublic Utility Operations:** All business operations engaged in by Duke Power involving activities (including the sales of goods or services) that are not regulated by the Commission, nor otherwise subject to public utility regulation at the state or federal level. This Code does not address whether or not this term includes joint or shared utility/non-utility operations such as a network for power line communications.

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

**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 No. E-7, Sub 795, or subsequent orders of the Commission and that the Commission has explicitly authorized Duke Power to take from Duke Energy Shared Services 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, including, but not limited to, Regulatory Condition No. 20 approved in Docket No. E-7, Sub 795.

**Similarly Situated:** Possessing comparable characteristics, such as, with regard to Electric Services, time of use, manner of use, customer class, load factor, and relevant Standard Industrial Classification.

**Utility Affiliates:** The public utility operations of any Affiliate of Duke Power, including the public utility operations of PSI Energy, Inc., the public utility operations of Union Light, Heat and Power Company, and the transmission and distribution operations of The Cincinnati Gas and Electric Company.

## **II. GENERAL**

This Code of Conduct, while not wholly inclusive or totally encompassing, establishes the minimum guidelines and rules that apply to the relationships between and among, and activities and transactions involving Duke Power and (a) Duke Energy Corporation, (b) the other Affiliates of Duke Power, or (c) Duke Power's Nonpublic Utility Operations, to the extent such relationships, activities, and transactions affect the operations or costs of utility service experienced by the public utility operations of Duke Power in its Duke Power or Nantahala Power and Light service areas. This Code of Conduct will become applicable on the date that it is approved by the Commission. This Code of Conduct is subject to such modification by the Commission as the public interest may require, including, but not limited to, changes necessitated by a change in the organizational structure of Duke Power, Duke Energy Corporation, other Affiliates, or the Nonpublic Utility Operations; changes in the structure of the electric industry; or other changes that warrant modification of this Code.

Duke Power may request a waiver of any aspect of this Code of Conduct if exigent circumstances in a particular case justify such by filing a request for waiver with the Commission for approval.

### **III. STANDARDS OF CONDUCT**

#### **A. Independence and Information Sharing**

1. Separation – Duke Power, Duke Energy Corporation, and the other Affiliates shall operate independently of each other and in physically separate locations to the maximum extent practicable. Duke Power, Duke Energy Corporation, and each of the other Affiliates shall maintain separate books and records. Each of Duke Power's Nonpublic Utility Operations shall maintain separate records from those of Duke Power'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, Duke Power may provide Customer Information to Duke Energy Corporation, another Affiliate, or a Nonpublic Utility Operation under the same terms and conditions that such information is provided to non-Affiliates.
  - (b) Except as provided in Section III.A.2.(f) below, Customer Information shall not be disclosed to any 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 or 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 Duke Power retains such authorization for verification purposes for as long as the authorization remains in effect.
  - (c) If the Customer allows or directs Duke Power to provide Customer Information to Duke Energy Corporation, another Affiliate, or a Nonpublic Utility Operation, then Duke Power shall ask the Customer if he, she, or it would like the Customer Information to be provided to one or more non-Affiliates. If the Customer directs Duke Power 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) Sections III.A.2.(a), 2.(b), and 2.(c) herein shall be permanently posted on Duke Power's website.
  - (e) No Duke Power employee who is transferred to Duke Energy Corporation or another Affiliate will be permitted to copy or otherwise compile any Customer Information for use by such entity except pursuant to written permission from the Customer, as reflected by a signed Data Disclosure

Authorization. Duke Power shall not transfer any employee to Duke Energy Corporation 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, Duke Power may disclose Customer Information to Duke Energy Shared Services, 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 Duke Power and upon their explicit agreement to protect the confidentiality of such Customer Information.
  - (g) Duke Power 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) Duke Power shall establish guidelines for its employees and representatives to follow with regard to complying with this Section III.A.2.
3. The disclosure of Confidential Systems Operation Information of Duke Power (referred to hereinafter as "Information") shall be governed as follows:
- (a) Such Information shall not be disclosed by Duke Power 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 when disclosure to Affiliates or Nonpublic Utility Operations meets one of the following exceptions:
    - (i) A state or federal regulatory agency or court having jurisdiction over the disclosure of such Information requires the disclosure;
    - (ii) The Information is provided to employees of Duke Energy Shared Services pursuant to a service agreement filed with the Commission pursuant to G.S. 62-153;
    - (iii) The Information is provided to employees of Duke Power's Utility Affiliates for the purpose of sharing best practices and otherwise improving the provision of regulated utility service;
    - (iv) The Information 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 to be disclosed;
    - (v) Disclosure is otherwise essential to enable Duke Power to provide Electric Services to its Customers; or
    - (vi) Disclosure of the Information is necessary for compliance with the Sarbanes-Oxley Act of 2002.

- (b) Any Information disclosed pursuant to the exceptions in Section III.A.3.(a), above, shall be disclosed only to employees that need the information for the purposes covered by those exceptions and in as limited a manner as possible. The employees receiving such Information must be prohibited from acting as conduits to pass the Information to any Affiliate(s) and must have explicitly agreed to protect the confidentiality of such Information.
- (c) For disclosures pursuant to exceptions (v) and (vi) in Section III.A.3.(a), above, Duke Power shall include in its annual affiliated transaction report required by Regulatory Condition No. 31 approved in Docket No. E-7, Sub 795, the following information:
  - (i) The types of Information 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.

## **B. Nondiscrimination**

1. Duke Power employees and representatives will not unduly discriminate against non-Affiliated entities.
2. Duke Power shall not provide any preference to Duke Energy Corporation, another Affiliate, or a Nonpublic Utility Operation, nor to any customers of such an entity, as compared to non-Affiliates or their customers, in responding to requests for Electric Services or in providing Electric Services. Moreover, neither Duke Power, Duke Energy Corporation, nor any of the other Affiliates will represent to any person or entity that Duke Energy Corporation, another Affiliate, or a Nonpublic Utility Operation will receive any such preference.
3. Duke Power shall apply the provisions of its tariffs equally to Duke Energy Corporation, the other Affiliates, the Nonpublic Utility Operations, and non-Affiliates.
4. Duke Power shall process all similar requests for Electric Services in the same timely manner, whether requested on behalf of Duke Energy Corporation, another Affiliate, a Nonpublic Utility Operation, or a non-Affiliated entity.
5. No personnel or representatives of Duke Power, Duke Energy Corporation, or another Affiliate shall indicate, represent, or otherwise give the appearance to another party that Duke Energy Corporation or another Affiliate speaks on behalf of Duke Power; provided however, that this prohibition does not apply to

employees of Duke Energy Shared Services 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 Duke Power's regulated public utility operations.

6. No personnel or representatives of Duke Power, Duke Energy Corporation, 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 exists as the result of that party dealing with Duke Energy Corporation, another Affiliate, or a Nonpublic Utility Operation, as compared with a non-Affiliate.
7. Duke Power shall not condition or otherwise tie the provision or terms of any Electric Services to the purchasing of any goods or services from, or the engagement in business of any kind with, Duke Energy Corporation, another Affiliate, or a Nonpublic Utility Operation.
8. When any employee or representative of Duke Power receives a request for information from or provides information to a Customer about goods or services available from Duke Energy Corporation, another Affiliate, or a Nonpublic Utility Operation, the employee or representative must advise the Customer that such goods or services may also be available from non-Affiliated suppliers.
9. Disclosure of Customer Information to Duke Energy Corporation, another Affiliate, a Nonpublic Utility Operation, or a non-Affiliated entity shall be governed by Section III.A.2 of this Code of Conduct.

**C. Marketing**

1. The public utility operations of Duke Power may engage in joint sales, joint sales calls, joint proposals, or joint advertising (a joint marketing arrangement) with its Utility Affiliates and with its 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. Duke Power may not otherwise engage in such joint activities with Affiliates without making such opportunities available to comparable third parties.
2. Neither Duke Energy Corporation nor any of the other Affiliates may use Duke Power's name or logo(s) in any communications unless a disclaimer is included that states the following:
  - (a) "[Duke Energy Corporation/Affiliate] is not the same company as Duke Power, 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 Duke Power"; 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 Duke Power."

Nonpublic Utility Operations may not use Duke Power's name or logo(s) in any communications unless a disclaimer is included that states the following:

- (a) "[Nonpublic Utility Operation] is not part of the regulated services offered by Duke Power and is not in any way sanctioned by the North Carolina Utilities Commission";
- (b) "Purchasers of products or services from [Nonpublic Utility Operation] will receive no preference or special treatment from Duke Power"; and
- (c) "A customer does not have to buy products or services from [Nonpublic Utility Operation] in order to continue to receive the same safe and reliable electric service from Duke Power."

The required disclaimer 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 Duke Power, on the one hand, and Duke Energy Corporation, other Affiliates, or the Nonpublic Utility Operations, on the other, are prohibited.
2. All costs incurred by Duke Power personnel or representatives for or on behalf of Duke Energy Corporation, other Affiliates, or the Nonpublic Utility Operations shall be charged to the entity responsible for the costs.
3. As a general guideline, with regard to the transfer prices charged for goods and services, including the use or transfer of personnel, exchanged between and among Duke Power, Duke Energy Corporation, the other Affiliates, and the Nonpublic Utility Operations, to the extent such prices affect Duke Power'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 Duke Power to Duke Energy Corporation, an Affiliate, or a Nonpublic Utility Operation, the transfer price paid to Duke Power shall be set at the higher of Market Value or Duke Power'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 Corporation, an Affiliate, or a Nonpublic Utility Operation to Duke Power, the transfer price(s) charged by Duke Energy Corporation, the Affiliate, and the Nonpublic Utility Operation to Duke Power shall be set at the lower of Market Value or Duke Energy Corporation's, the Affiliate's, or the Nonpublic Utility Operation's Fully Distributed Cost(s). If Duke Power does not engage in competitive solicitation and instead obtains the goods or services from Duke Energy Corporation, an Affiliate, or a Nonpublic Utility Operation, Duke Power shall implement adequate processes to comply with this condition and ensure that in each case Duke Power's Customers receive service at the lowest reasonable cost.
  - (c) Tariffed goods and services provided by Duke Power to Duke Energy Corporation, an Affiliate, or a Nonpublic Utility Operation shall be provided at the same prices and terms that are made available to Similarly Situated Customers under the applicable tariff.
  - (d) Subject to and in compliance with all conditions placed upon Duke Power by the Commission, including the Regulatory Conditions imposed in Docket No. E-7, Sub 795, and subject to a case-by-case acceptance by the Commission of an affiliate agreement, untariffed non-power, non-generation, or non-fuel goods and services provided by Duke Power to its Utility Affiliates or by the Utility Affiliates to Duke Power, which for a single item or a single transaction amount to \$100,000 or less, shall be transferred at the supplier's Fully Distributed Cost, if cost-beneficial to the recipient. Fully Distributed Cost pricing for items/transactions pursuant to this paragraph shall be limited to an aggregate annual amount of \$7,500,000. Transfers above either the single item/transaction limit or the aggregate annual limit shall be priced according to Sections III.D.3.(a) and III.D.3.(b) of this Code of Conduct.
4. To the extent that Duke Power, Duke Energy Corporation, other Affiliates, or the Nonpublic Utility Operations receive Shared Services from Duke Energy Shared Services, these Shared Services may be jointly provided to Duke Power, Duke Energy Corporation, the Affiliates, or the Nonpublic Utility Operations on a fully distributed cost basis, provided that the taking of such Shared Services by Duke Power is cost beneficial on a service-by-service (e.g., accounting management, human resources management, legal services, tax administration, public affairs) basis to Duke Power and is undertaken pursuant to the provisions of Regulatory

Condition No. 18 approved by the Commission in Docket E-7, Sub 795. Charges for such Shared Services shall be allocated in accordance with the cost allocation manual(s) filed with the Commission pursuant to Regulatory Condition No. 20, subject to any revisions or other adjustments that may be found appropriate by the Commission on an ongoing basis.

5. Duke Power and its Affiliates may capture economies-of-scale in joint purchases of goods and services (excluding the purchase of (a) electricity and ancillary services intended for resale, (b) natural gas, and (c) coal), if such joint purchases result in cost savings to Duke Power's Customers. Duke Power, PSI Energy, Inc., and Union Light, Heat and Power Company may capture economies-of-scale in joint purchases of natural gas for consumption and coal for consumption, if such joint purchases result in cost savings to Duke Power's Customers. Notwithstanding the foregoing, if any of the natural gas or coal jointly purchased by Duke Power, PSI Energy, Inc., and Union Light, Heat and Power Company, is transferred to or utilized by another Affiliate within 12 months of the joint purchase, Duke Power 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 Duke Power's affiliated transaction reports filed with the Commission.

6. All permitted transactions between Duke Power, Duke Energy Corporation, other Affiliates, and the Nonpublic Utility Operations shall be recorded and accounted for in accordance with the cost allocation manuals required to be filed with the Commission pursuant to Regulatory Condition No. 20 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 Duke Power incurs in assembling, compiling, preparing, or furnishing requested Customer Information or Confidential Systems Operation Information for or to Duke Energy Corporation, other Affiliates, Nonpublic Utility Operations, or non-Affiliates 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 Duke Power in the conduct of regulated operations will not be transferred to Duke Energy Corporation, another Affiliate, or a Nonpublic Utility Operation without just compensation and 60-days prior notification to the Commission; provided however, that Duke Power may request a waiver of this requirement from the Commission if circumstances warrant. In no case, however, shall the notice period requested be less than 20 business days.

9. Duke Power shall receive compensation from Duke Energy Corporation, 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 Duke Power, Duke Energy Corporation, and the other Affiliates.
2. The books and records of Duke Power, Duke Energy Corporation, the 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. To the extent North Carolina law, the orders and rules of the Commission, and the Regulatory Conditions permit Duke Energy Corporation, an Affiliate, or a Nonpublic Utility Operation to supply Duke Power with Natural Gas Services or other Fuel and Purchased Power Supply Services used by Duke Power to supply electricity, and to the extent such Natural Gas Services or other Fuel and Purchased Power Supply Services are so supplied, Duke Power shall demonstrate in its annual fuel adjustment clause proceeding that each such acquisition was prudent and the price was reasonable.

**F. Utility Billing Format**

1. To the extent any bill issued by Duke Power, Duke Energy Corporation, another Affiliate, a Nonpublic Utility Operation, or a non-Affiliated third party includes any charges to Customers for Electric Services and non-Electric Services from Duke Energy Corporation, another Affiliate, a Nonpublic Utility Operation, or a non-Affiliated third party, the charges for the Electric 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 will not be terminated for failure to pay for any other services billed.

**G. Complaint Procedure**

1. Duke Power shall establish complaint procedures to resolve potential complaints that arise due to the relationship of Duke Power with Duke Energy Corporation, its other Affiliates, and its Nonpublic Utility Operations. The complaint procedures shall provide for the following:
  - (a) Verbal and written complaints shall be referred to a designated representative of Duke Power.

- (b) The designated representative shall provide written notification to the complainant within 15 days that the complaint has been received.
  - (c) Duke Power shall investigate the complaint and communicate the results or status of the investigation to the complainant within 60 days of receiving the complaint.
  - (d) Duke Power shall 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 Corporation's EthicsLine (or successor), which is a confidential mechanism available to the employees of the Duke Energy Corporation holding company system, shall be handled in accordance with procedures established for EthicsLine.
  3. These complaint procedures do not affect a complainant's right to file a formal complaint or otherwise address questions to the Commission.

## CODE OF CONDUCT

### ATTACHMENT A

#### DUKE POWER CUSTOMER INFORMATION DISCLOSURE AUTHORIZATION

##### For Disclosure to Affiliates:

Duke Power's Affiliates offer products and services that are separate from the regulated services provided by Duke Power. 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 Duke Power to provide any data associated with the Customer account(s) residing in any Duke Power files, systems or databases **[or specify specific types of data]** to the following Affiliate(s) \_\_\_\_\_  
\_\_\_\_\_. Duke Power 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:

Duke Power offers optional, market-based products and services that are separate from the regulated services provided by Duke Power. 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 Duke Power to use any data associated with the Customer account(s) residing in any Duke Power files, systems or databases **[or specify types of data]** for the purpose of offering and providing energy-related products or services to the Customer. Duke Power will provide this data on a non-discriminatory basis to any other person or entity upon the Customer's authorization.