

CUSTOMER CONFIDENTIALITY POLICY

The Delaware Sustainable Energy Utility (DESEU) wishes to protect its confidential information. DESEU is instituting this Policy to provide such protection to the DESEU and its customers upon the terms and conditions set forth.

ARTICLE 1. DEFINITIONS

Confidential Information shall mean personal and financial information or any other documents deemed confidential in accordance with the Delaware Freedom of Information Act.

Party and or Parties shall mean DESEU employees and/or its representatives, affiliates, board members, directors, partners, members, officers, consultants, independent contractors, agents, advisors (including without limitation, financial advisors, counsel and accounts) and controlling persons.

ARTICLE 2. CONFIDENTIALITY

Parties acknowledge that the provision of services, goods, and resources depends upon the public's trust. Any direct or indirect disclosure of Confidential Information to persons not authorized to have such information would threaten the mission and operations of the DESEU, cause the public to lose trust in the DESEU, and would do damage, monetarily or otherwise, to the DESEU's efforts. Parties expressly acknowledge the status of the Confidential Information and the Confidential Information constitutes a protectable interest of the DESEU.

For the purpose of the Policy, Confidential Information shall not include information that is:

- (a) readily available to the public in the same or an equally useable form as that maintained by DESEU;
- (b) has been lawfully received from an independent third party without any restriction and without any obligation of confidentiality; or
- (c) has been independently developed without access to or knowledge or use of the Confidential Information;
- (d) is considered public information under the Delaware Freedom of Information Act.

ARTICLE 3. MAINTAINING CONFIDENTIALITY

Parties shall not divulge, disclose, provide or disseminate, in any manner to any person or entity at any time, the Confidential Information described in Article 2 of this policy. Parties agree to maintain security measures to safeguard the Confidential Information.

Pursuant to such maintenance, Parties shall (i) attempt in every reasonable way to prevent intentional or unintentional unauthorized use or disclosure of Confidential Information and DESEU Records; (ii) promptly notify the DESEU of an unauthorized use, copying or disclosure of Confidential Information or DE SEU Records; and (iii) assist the DESEU in every reasonable way to retrieve wrongfully disclosed Confidential Information, or DESEU records, and/or terminate unauthorized use or disclosure.

Moreover, Parties shall adhere to the following measures to comply with their confidentiality obligations herein:

- (a) Take reasonable steps to maintain the secrecy of Confidential Information, including, but not limited to, maintaining the physical security of Confidential Information by using locked drawers, computer passwords and marking documents as "Confidential".

- (b) Take reasonable efforts to avoid inadvertent disclosure caused by things including, but not limited to, open doors, speaker phones, etc.; and
- (c) When destroying DESEU Records or documents containing Confidential Information, take the appropriate steps to ensure that such destruction is done properly.

ARTICLE 4. USE OF CONFIDENTIAL INFORMATION

Parties may use Confidential Information, and DESEU Records, to the extent necessary to perform their authorized duties. Notwithstanding the foregoing, Parties shall not use Confidential Information, or any DESEU Record, for any purpose not permitted herein without the prior written authorization of the Executive Director. Parties agree not to use Confidential Information in any way which would be harmful to DESEU.

ARTICLE 5. DISCLOSURE OF CONFIDENTIAL INFORMATION

Parties shall not, directly or indirectly, in any capacity, make known, disclose, furnish, make available or utilize any of the Confidential Information of the DESEU other than in the proper performance of their duties. In the event Parties are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, the Parties shall provide the DESEU with prompt written notice of such request or requirement so the DESEU may; (1) seek an appropriate protective order or other remedy with respect thereto, (ii) consult with the Parties in taking steps to resist or narrow the scope of such request or legal process, or (iii) waive compliance, in whole or in part, with the terms of this Policy.

Notwithstanding the foregoing, DESEU may consent to information being disclosed, or relieve Parties from having to comply with this Policy, in whole or in part, provided prior written consent is obtained.

ARTICLE 6. RETURN OF CONFIDENTIAL INFORMATION

Upon request by the DESEU, any party shall return all Confidential Information within seven (7) business days, from the date of the request, along with all copies including, but not limited to, anything disclosed by DESEU or any other Party. Anything that cannot be returned shall be completely destroyed, including deletion from all computers of all copies, reproductions, summaries, analyses or extracts thereof or based thereon (whether in hard-copy form or on intangible media, such as electronic mail or computer files) in the Party's possession. If a legal proceeding has been instituted to seek disclosure or Confidential Information, such material shall not be destroyed until the proceeding is concluded. The DESEU reserves the right to inspect any and all premises and devices used to conduct business or store DESEU's Confidential Information or the Confidential Information of any Party which was provided to the SEU.

ARTICLE 7. GOVERNING LAW

This Policy shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to its principles or rules regarding conflicts of laws.

ARTICLE 8. AGENT FOR SERVICES OF PROCESS; VENUE; CONSENT TO JURISDICTION

Each Employee and each Party executing this Policy hereby designates the Secretary of State of the State of Delaware as an agent for service of process in the State of Delaware in conjunction with any suit, hearing, determination or proceeding connected with or related to the Policy. Any notice, process, pleading or other papers served upon such agent shall at the same time be sent by U.S. First Class Mail to the address or

addresses noted below. The Employee and/or the Party covenants, agrees and consents that the aforesaid service shall be valid personal service upon them the same as if such service was made personally within the State of Delaware. Further, the Employee and/or Party irrevocably and unconditionally agrees that any suit, action, arbitration or other legal proceeding arising out of the Policy shall be brought in the State Courts of record in the State of Delaware; knowingly consents and submits to personal jurisdiction in each such state court in any such suit, action, arbitration or proceeding, regardless of where this Policy has been executed or will be performed; and waives any objection concerning venue with respect to any suit, action or proceeding in any of such state courts.

ARTICLE 9. SEVERABILITY

In the event any one or more of the provisions of this Policy are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Policy shall not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Policy shall be held to be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

ARTICLE 10. WAIVER

The failure of either Party to this Policy to enforce any of its terms, provisions or covenants shall not be construed as a waiver of the same or of the right of such Party to enforce the same. The consent, waiver, or change rendered by either Party to this Policy with respect to a certain event shall only be applicable to that event, and shall not be presumed as the approach of that Party to any event of the same kind which may occur in the future, unless otherwise expressly indicated in writing.

ARTICLE 11. ENTIRE POLICY

This Policy sets forth the entire agreement between the Parties with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between any of them and neither Party shall be bound by any term or condition other than as expressly set forth or provided for in this Policy. This Policy may not be changed or modified nor may of its provisions be waived, except by an agreement in writing, signed by the Parties hereto.

ARTICLE 12. GENERAL PROVISIONS

Injunctive Relief. Each Party recognizes that the unauthorized use or disclosure of Confidential Information may give rise to irreparable injury and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, DESEU has the right to equitable and injunctive relief to prevent the unauthorized use of disclosure of its Confidential Information, as well as such damages or other relief as is occasioned by such unauthorized use or disclosure.

I hereby declare that I have reviewed and received a copy of the Customer Confidentiality Policy.

Date

Employee/Party Signature

Type/Print Employee/Party Name

Type/Print Employee/Party Address:

