

## SECTION XVI CONFIDENTIALITY OF INFORMATION

### 16.1 Generally

All confidential or proprietary information made available by one party to the other in connection with the registration of a Certified Supplier with the Company shall be used only for purposes of registration with the Company and/or providing Competitive Retail Electric Service to Customers in the Company's service territory. Other than disclosures to representatives of the Company or Certified Supplier for the purposes of enabling that party to fulfill its obligations under this Tariff or for a Certified Supplier to provide Competitive Retail Electric Service to Customers in the Company's service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

### 16.2 Disclosure of Confidential Information

The Certified Supplier shall keep all information that is specific to an End-use Customer and supplied by the Company confidential unless the Certified Supplier has the End-use Customer's written authorization to do otherwise and such written authorization complies with any and all relevant requirements of the Commission.

### 16.3 Use of Confidential Information

Nothing contained herein shall preclude any disclosure required by any state or federal administrative, judicial, legislative, or regulatory entity; provided, however, that the disclosing party will immediately advise the other party that the disclosing party has been asked to make the required disclosure, in order to allow the other party to file a timely objection; and provided further, however, that the disclosing party shall not be required to delay disclosure while the other party objects, if such delay would subject the disclosing party to sanctions.

### 16.4 Exclusive Property

All Information shall be and remain the exclusive property of the Company and none shall be kept by the Certified Supplier. The Certified Supplier agrees promptly to deliver such information to the Company upon (i) the completion of its activities associated with the End-use Customer or (ii) the request of the Company, whichever occurs first. All copies of such information, all written data, , notes, memoranda, records, and reports of any kind relating to the information or the subject matter of this Section XVI, based on and derived therefrom, shall be destroyed by the Certified Supplier, and such destruction shall be certified to by an officer of such entity.

### 16.5 Breach of Confidentiality

If either the Certified Supplier or the Company shall breach this Section XVI, or, in the event that such breach is shown to be an imminent possibility, the non-breaching party shall be entitled to seek all legal and equitable remedies afforded to it by law.

### 16.6 Rights of the Parties

No license to any patents or other intellectual property of either party is granted by the Company by providing any confidential or proprietary information to the Certified Supplier.

### 16.7 Applicability

This confidentiality provision shall be binding upon the Certified Supplier, its designated TSA, and the their legal representatives, successors, and assigns.

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