

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS ONLY

1. **Applicability** – Sections 1 – 34 apply to all purchases. Sections 35 - 37 apply, in addition to the foregoing, if the purchase is for a nuclear facility.

2. **Definitions** –

A. The term "Company" refers to Dominion Energy South Carolina, Inc. issuing the Request for Quotations ("RFQ") or Request for Proposals ("RFP") or the purchaser on the face of the Purchase Order ("Purchase Order").

B. The term "Contract" refers to the entire agreement between Company and Supplier, as set forth in the Purchase Order, these Terms and Conditions For The Purchase Of Goods Only, any Supplemental Documents ("Supplemental Documents" refers to any attachments, specifications, supplemental conditions, drawings, procedures or specifications contained or referenced in any of the foregoing), and the RFQ and/or RFP; the order of precedence among these documents shall be (1) Purchase Order; (2) these Terms and Conditions For The Purchase Of Goods Only; (3) any Supplemental Documents; and (4) the RFQ and/or RFP.

C. The term "Goods" refers to the material and/or equipment to be furnished by Supplier.

D. The term "Laws" refers to all applicable federal, state or local laws, rules, regulations, or ordinances.

E. The term "Procurement Agent" refers to Company's representative through whom commercial matters shall be channeled and who shall have sole authority to approve modifications of the Contract on behalf of Company.

F. The term "Supplier" refers to the person or entity to whom the RFQ, RFP or Purchase Order is addressed.

3. Compliance with Laws – Supplier shall be responsible for knowing, and fully complying with, all Laws applicable to its responsibilities under the Contract, including but not limited to worker employment eligibility laws. Supplier shall, at its own expense, obtain, and at all times during the term of this Contract, maintain as current, any and all licenses, permits, certifications and/or registrations required by federal, state and local governments, regulatory authorities and commissions.

Conflict Minerals: Without limiting the generality of Section 3, with respect to any and all Goods (if any) under the Contract, Supplier represents that it is in full compliance with conflict minerals laws, including without limitation, §1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and amendments. If it is known that the Goods contain conflict minerals, Supplier should notify Company.

4. Taxes –

a. Sales and Use Taxes – Unless otherwise specified on the Purchase Order, Supplier shall exclude any sales and/or use tax in any submitted Contract price and on any resulting invoices to Company, and Company shall be responsible for the payment of any applicable sales/use taxes.

b. All Other Taxes – Except as provided in subsection a. above, Company shall have no liability for the payment of any payroll or employment compensation tax, social security

tax, franchise tax, income, gross receipts, business license, or other federal, state or local tax or fee applicable to this Contract.

5. Employment Practices – To the extent not exempt, the Supplier and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 601.4(c), 60-300.5(a), 60-741.5(a), 48 CFR 52.219-8 and 48 CFR 52.219-9. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex (to include pregnancy, childbirth, and all related medical conditions), sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered Supplier and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex (to include pregnancy, childbirth, and all related medical conditions), sexual orientation, gender orientation, national origin, protected veteran status or disability. In addition, this supplier will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. To the extent not exempt, Supplier and subcontractor shall also abide by the requirements of 29 CFR Part 471, Appendix A.

6. Company's Name and Intellectual Property – Supplier shall not use Company's name as a reference or for any other purpose without obtaining prior written consent from Company, and this consent shall be obtained separately for each proposed usage.

Usage of Company's service marks, trademarks, logos or any other such intellectual property is specifically forbidden.

7. **Audits** – Supplier's and subcontractors' books, records, correspondence, bids, purchase orders, invoices, accounting procedures and practices and any other supporting evidence relating to the Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Company to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Supplier's or subcontractors' actual costs incurred directly in the delivery of Goods for the purpose of evaluating or verifying actual costs expended. Company shall have access to said Records from the date of the Contract and until three (3) years after the date of final payment by Company to Supplier pursuant to the Contract. Company shall have access to all necessary Supplier and subcontractor facilities and shall be provided adequate workspace to conduct audits in. Company shall give reasonable advance notice of intended audits.

8. **Subcontractors** – Supplier shall not subcontract the Contract in whole or in part without the written consent of Company. Consent by Company to any such subcontracting shall not relieve Supplier of its obligations.

9. **Force Majeure** – Neither party shall be liable to the other for any loss or damage due to any failure or delay in performance hereunder resulting from any cause beyond such party's reasonable control, including, but not limited to, acts of God; acts or omissions of

civil or military authority; acts or omissions of the other party hereto; fires; floods; hurricanes; tornados; natural disaster of overwhelming proportions; extreme weather conditions; epidemic; quarantine restrictions; strikes or other labor disputes; wars or warlike circumstances; terrorism; or compliance with changes in applicable regulations or directives of national, state or local governments or any department thereof effective after the date of the Contract(s) affected by the force majeure. The party asserting the force majeure as an excuse from performance shall have the burden of establishing the existence of the force majeure event. That party must give the other party notice verbally within twenty-four hours of the occurrence of a force majeure event, confirmed in writing within ten days thereafter, such notice to state the nature of the event and the anticipated length of delay and shall include and outline of the remediation plan for approval. Such party shall take all reasonable steps to mitigate the effects of any force majeure event as soon as practicable (provided, however, that this shall not require settlement of labor disputes negotiated in good faith). Any written or verbal notice from the Supplier to the Company shall be directed to the Procurement Agent.

10. Indemnification – Supplier hereby agrees to defend, indemnify and hold Company harmless from any liabilities, demands, claims, suits, actions, proceedings, fines, penalties, awards, forfeitures, losses, damages and expenses (including attorney's fees), arising out of or resulting in any way from any defect in the Goods, any breach of the Contract, or any negligent or willful act or failure to act on Supplier's part.

11. Liens – Supplier agrees to indemnify, hold harmless and defend Company from and against and relieve Company from all laborers', materialman's, mechanics' or other liens arising from the performance of Supplier's obligations under the Contract. To the full extent permitted by applicable law, Supplier, for itself and all of its suppliers of any tier, waives all rights of lien against the property and premises of Company for Goods furnished.

12. Intellectual Property – Supplier shall assume at its sole expense the defense of and shall indemnify and hold Company harmless from any and all claims, demands, costs, suits, actions, proceedings, fines, penalties and attorneys' fees (and interest thereon) resulting from or relating to any actual or asserted infringement by Supplier of any patent, design, trade name, trademark or copyright, or claim of unfair competition on Supplier's part in connection with any Goods hereunder, except to the extent the same resulted from following directions, specifications, drawings, plans or procedures prepared by Company.

13. Confidentiality

A. For purposes of this Section, "Confidential Information" shall mean the fact and content of the transactions and discussions between the parties or its subsidiaries, affiliates, directors, officers, employees and representatives concerning the Goods and/or the Contract; any and all oral, written, electronic, printed or other materials disclosed (whether before or after the date hereof) by Company or its agents to Supplier or its agents and the substance and content thereof; all trade secrets, employee and/or customer personal identifiable information, marketing, operational, economic or financial knowledge, and/or other business information; information or data of any nature whatsoever relating to the Goods; all analyses, photographs, compilations, forecasts, studies, or other technical information or documents which contain or reflect any such information; and any other information or material which,

by its nature, should reasonably be understood by Supplier to be proprietary or confidential.

B. Further, all information shall be regarded as “Confidential Information” if it:

- (i) could give/gives a party some competitive business advantage or the disclosure of which would be detrimental to either party’s interest;
- (ii) is reasonably known by the parties to be considered confidential and proprietary;
- (iii) from all the relevant circumstances should reasonably be known to be confidential and proprietary; and
- (iv) is designated in writing as “Confidential Information” by the parties.

C. In the event that CEII (as defined in 18 CFR §388.113(c)(1)) and/or CII (as defined in 6 USC §131(3)) is to be provided to Supplier, Supplier shall comply with the requirements of the aforesaid and will execute a supplementary confidentiality agreement with Company prior to receipt of such information, and follow the same requirements as provided in this Section to protect Company’s Confidential Information.

D. Confidential Information shall not include the following:

- (i) information that at the time of disclosure by Company is publicly available, or information that later becomes publicly available other than as a result of disclosure by Supplier;
- (ii) information received by Supplier on a non-confidential basis from a third party which, to the best of the Supplier’s knowledge, did not acquire such information on a confidential basis either directly or indirectly from the Company, or did not acquire such information in an unauthorized, illegal, or unethical manner;
- (iii) information that Supplier can demonstrate was independently developed by it or for it and not obtained, in whole or in part, from Company; and
- (iv) information that Supplier can demonstrate was in its possession prior to disclosure from Company.

E. Supplier agrees to keep confidential all Confidential Information and shall not, without Company’s prior written consent, disclose to any third party, firm corporation or entity (“Approved Third Party”), excluding affiliate (s), agent (s), and/or subcontractors, such Confidential Information. Supplier shall limit the disclosure of the Confidential Information to only those of its employees and agents as is reasonably necessary to provide the Goods after informing such employees and agents of the confidential nature of the Confidential Information and securing their agreement to act in

accordance with the terms of this Section. Supplier shall use the Confidential Information solely for the purpose of providing the Goods. Supplier shall not make any other use, in whole or in part, of any such Confidential Information without the prior written consent of Company. Supplier agrees that, in complying with its confidentiality obligations under this Section, Supplier shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information. Supplier agrees to take all reasonable steps including, if necessary, executing individual non-disclosure or confidentiality agreements for its employees and agents in order to observe the terms of this Section, and to be responsible for any breach of this Section. Supplier may disclose Confidential Information to potential suppliers and subcontractors as necessary in connection with the Goods, and all such suppliers and subcontractors shall be deemed Supplier's agents for all purposes hereof.

- F. After the acceptance of the Goods, Supplier shall return to Company any and all Confidential Information upon written request, including all hardcopy originals, copies, translations, notes, computer generated reports, schematics, flowcharts, tape recordings, or any other form of said material at no cost, without retaining any copy or duplicate supplement thereof and shall promptly destroy any and all electronically stored information, and any and all written, printed or other material or information derived from the Confidential Information. Supplier shall promptly provide attested certification from an authorized representative confirming such destruction.
- G. The obligations and commitments established by this Section shall be in perpetuity with respect to Confidential Information whether or not constituting CEII/CII. With respect to CEII/CII, CEII/CII Confidential Information shall be returned to Company and/or destroyed pursuant to the preceding subsection (F). However, notwithstanding the return or destruction of documents, Supplier is obligated not to recreate, or share information that constitutes CEII which it has learned through the sharing or disclosure of such information.
- H. Supplier agrees that the Confidential Information disclosed pursuant to this Section is of a special, unique, extraordinary, and intellectual character and that money damages would not be a sufficient remedy for any breach of this Section and that specific performance and injunctive or other equitable remedies for any such breach shall be available to Company. If there is a breach, then Company shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to seek to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured and/or enjoining all persons involved from continuing the breach. Supplier also acknowledges that the interests of Company in such Confidential Information may be irreparably injured by disclosure. The remedy stated above may be pursued in addition to any other remedies applicable at law or equity for breach of this Section. The existence of any claim or cause of action which Supplier may have against Company shall not constitute a defense or bar to the enforcement of any of the provisions of this Section.

14. **Warranty** – Unless otherwise stated on the Purchase Order, for a period of one (1) year from date of acceptance of the Goods (acceptance shall be within a reasonable time from receipt). Supplier hereby expressly warrants that all Goods furnished pursuant to the Contract shall be in full conformity with the Contract; shall comply with all applicable Laws at the time of delivery; shall be free from defects in design, material and workmanship; shall conform to the applicable specifications, instructions, drawings, data, and samples; shall be fit and sufficient for the purposes intended by Company; and shall be free from all liens and encumbrances. Said warranties shall be in addition to all other warranties, express, implied or statutory. Warranties shall survive acceptance of payment for any and all Goods required pursuant hereto and shall run to Company. Every claim by Company that Supplier's Goods is defective shall be presented in writing to Supplier within one (1) year of the expiration of the warranty period or the same shall be deemed waived by Company. However, if the defect complained of is latent and not reasonably discoverable during such period, the claim shall be presented in writing within one (1) year of the date of discovery, or the time when it might reasonably have been discovered, if earlier. If Supplier's Goods is defective and Company presents a claim as required above, Supplier shall, at no cost to Company, correct the deficiency therein and any resulting deficiencies in other Goods of Supplier and Supplier shall, at Company's option, either repair, restore or replace, F.O.B. the work site, any equipment or structure damaged as a result of such defective Goods or shall reimburse Company for such damage. In addition, Supplier shall reimburse Company for any and all other damages and costs arising from Supplier's failure to perform in accordance with the standard set forth herein. In the event of a remedial action to correct defective Goods, the warranty

period for that portion of the Goods affected by such remedial action shall be one (1) year after completion of the remedial action.

15. Work for Hire – All materials produced by Supplier for Company in connection with the Goods are considered work made for hire and shall be deemed Company's property. Supplier agrees not to use or release to others any of such property for purposes other than the work performed hereunder unless prior written consent to the contrary is given by Company. All originals of data, plans, specifications, computer programs, maps and drawings prepared and furnished by the Supplier which are not specifically prepared for use in the Goods shall remain the property of the Supplier, but Company shall be provided copies of same without exception.

16. Former Company Employees

A. For purposes of this Contract, "Former Company Employee" means a former employee of Dominion Energy, Inc. or any of its affiliates.

B. Supplier specifically agrees that in furtherance of the Goods contemplated by this Contract neither it, nor any of its subcontractors, will employ, hire, contract with, or utilize the services (consulting, managerial or otherwise) of a Former Company Employee who left Dominion Energy Inc.'s or any of its affiliates' employ less than one year before being assigned to work on this Contract without providing notice to the Procurement Agent and receiving the express written approval of Dominion Energy, Inc.

17. Payment – Unless otherwise mutually agreed in writing, payment of the undisputed amount of a valid invoice shall be made within thirty (30) days after date of invoice. To

facilitate processing, invoice submission via email to Payables@DominionEnergySC.com is preferred. Invoices may not be submitted prior to shipment of Goods. All invoices must include: (1) the Purchase Order Number; (2) itemization that corresponds with the appropriate Purchase Order line item number; and (3) freight and/or any other incidental charges. If applicable, invoices not associated with a specific Purchase Order number shall also show itemization to include separate line charges for material, equipment and/or labor. Invoices not properly itemized may be returned to the Supplier for correction. Company's preference is using a credit card to make payments. In the event payment via credit card is unacceptable, payment via Automated Clearing House (ACH) is preferred.

18. Formation of Contract – Supplier and Company shall be bound by this Contract and its terms and conditions when Supplier executes and returns the unaltered, Purchase Order acknowledgement or otherwise acknowledges acceptance of the Contract. Alternatively, Company, at its sole option, may deem the Contract to be valid when Supplier delivers any of the items required under the Contract.

19. Governing Law and Venue

- A. This Contract will be governed by the laws of the State of South Carolina.
- B. The parties hereby submit and consent that venue for any action arising out of this Contract, that for whatever reason is not resolved through arbitration in accordance with Section 31, shall be resolved exclusively in the Circuit Court of Lexington County, South Carolina or the United States Federal Court for the District of South Carolina.

20. Assignment – Supplier shall not assign the Contract without the prior, written consent of Company.

21. Termination – Company may terminate the Contract for its own convenience, in whole or in part, at any time by written notice to Supplier. In the event of termination by Company for convenience, Company shall pay Supplier for actual costs incurred under this Contract up to the date of termination which Supplier cannot, despite reasonable efforts, avoid. Company may, by written notice to Supplier, terminate this Contract for cause if Supplier voluntarily files a petition in bankruptcy, is adjudicated as bankrupt in an involuntary bankruptcy proceeding, makes an assignment for the benefit of creditors, or has a receiver appointed for some or all of Supplier's property; if Supplier becomes involved in a merger, consolidation, or change of business form or if Supplier transfers substantially all of its assets to another person or entity; if Supplier fails to take action to cure a default within the time specified in such notice or a reasonable amount of time if not specified; if Supplier refuses or fails to furnish the Goods within the time specified; or if Supplier fails to satisfy a request of Company that Supplier demonstrate that it will be able to perform the Contract; and Supplier shall be liable to Company for any excess cost occasioned Company thereby. In the event of default by Supplier, Company shall retain any and all rights available to it under the law.

22. Waiver – The invalidity in whole or in part of any condition of the Contract shall not affect the validity of the other conditions. The remedies herein shall be cumulative and

additional to any other remedies in law or in equity. No waiver of a breach of any provision of the Contract shall constitute a waiver of any other breach of such provision.

23. Changes, Alterations and Modifications – Company shall have the right at any time prior to delivery of Goods to make changes in drawings, designs, specifications, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, or otherwise affects any other provision of the Contract, an equitable adjustment may be made with the advance written consent of Company.

24. Kickbacks and Gratuities – Supplier and all subcontractors are prohibited from providing, soliciting or accepting any kickback. Supplier and all subcontractors are prohibited from offering or giving a gratuity to an officer, official or employee of the Company. Supplier shall promptly report any violation or suspected violation to Company's Director – Corporate Security or Claims.

25. Creditworthiness – The Contract is conditioned upon and subject to Supplier maintaining its financial creditworthiness required to perform its responsibilities under the Contract. At any time during the Contract, Company may request financial information to support its financial due diligence procedures. Supplier agrees to assist in this reasonable financial review. If reasonable grounds for insecurity of payment and/or performance arise or if Company believes in good faith that the creditworthiness of

Supplier has been diminished, Company may demand satisfactory adequate assurance of payment and/or performance from Supplier.

26. Right Of Off-set – Supplier acknowledges and agrees that Company has and reserves the right to off-set any amounts(s) owed by Company to Supplier under this Contract by any amount(s) which Company otherwise regards as payable by Supplier to Company for which Company has legal and/or equitable grounds for recovery against Supplier and as to which demand therefor has previously been made by Company. This right to off-set includes any amounts owed by Company to Supplier under the Contract, any other agreements with Supplier, and any agreements with any affiliates of Supplier which include a provision similar to this Section.

27. Shipment – Unless otherwise specified in the Contract, all Goods are shipped FOB Destination. Unless otherwise specified in the Contract, title and the risk of loss or damage to the Goods supplied shall pass to Company when such Goods have been delivered to and accepted by Company. All transportation costs resulting from deviation from shipping instructions and any other costs incurred by Company because of Supplier's non-compliance with the terms and conditions, including, but not limited to shipping deadlines, of the Contract shall be charged to Supplier. Company shall not be charged for packing or drayage unless otherwise indicated on the face of the Purchase Order.

28. Entire Agreement – The Contract constitutes the entire agreement between the parties, and all prior negotiations, proposals and writing pertaining to the Contract, or the subject matter hereof, are superseded hereby. Unless specifically incorporated by reference within the body of the Purchase Order, reference to Supplier’s quotation, bid, or proposal does not imply, and shall not constitute acceptance of, any terms, conditions or instruction contained in such document unless such terms, conditions or instructions are more favorable to Company than those contained in the Contract. Any invoice, acknowledgment or other communication issued by Supplier in connection with the Contract shall be construed to be for records and accounting purposes only, and no terms and conditions stated in such communication shall be applicable to the Contract and shall not be considered to be Supplier’s exceptions to the provisions of the Contract.

29. Time of the Essence – TIME OF DELIVERY IS OF THE ESSENCE - Supplier shall promptly notify Company of any actual or anticipated delay in performance and take all reasonable steps to avoid or end delays without additional cost to Company.

30. Security – Supplier shall comply with all of Company’s security programs and requirements.

31. Arbitration - Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration

shall be conducted in accordance with the Federal Arbitration Act, 9 U.S.C. Section 1 *et seq*, and the venue for the arbitration shall be Columbia, South Carolina.

32. Software

- a. In the event software is procured through the submission of a Purchase Order, the parties agree that any pre-printed terms, shrink-wrap terms or click agreement(s) shall not be applicable, but the terms of this Contract shall apply.
- b. Company shall be granted a non-exclusive, fully paid, perpetual and irrevocable license to use the software for any business purpose. The license is deemed to be an enterprise license for Company and its Affiliates.
- c. Supplier warrants that the software shall operate per its intended purpose and that Supplier has the right to grant a license to use the software and that the software is free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any intellectual property rights, patent, copyright, trade secret or other proprietary rights.
- d. The parties expressly disclaim and waive the application of the Uniform Computer Information Transactions Act (“UCITA”) to this agreement and any claims arising under or related to this Contract.
- e. Supplier shall provide to Company, upon the delivery of the Software, all published documentation and specifications that are necessary to enable Company to operate the software. Company shall have the right to copy all documentation.

33. Counterfeit/Suspect Goods

Only new and authentic materials are to be used in Goods delivered to Company. No counterfeit or suspect counterfeit items/parts are to be contained within the delivered Goods. When applicable, Goods shall be purchased directly from the original equipment manufacturer (“OEM”), or through the OEMs; and documentation must be available that authenticates traceability to the applicable OEM. Subcontractors shall not be used without written consent from Company.

Counterfeit – Goods that are illegal or unauthorized copies or substitutes of OEM items; items that do not contain the proper external or internal materials or components required by the Purchase Order or that are not constructed in accordance with Purchase Order requirements; items or components thereof that are used, refurbished or reclaimed but the Supplier represents as being new items; items that have not successfully passed all OEM required testing, verification, screening and quality control but that Supplier represents as having met or passed such requirements; or items with labels or other markings intended, or reasonably likely, to mislead a reasonable person into believing non-OEM items are genuine OEM items when they are not. Goods that have been modified pursuant to Purchase Order requirements, such as refinished, up-screened, or up-rated Goods that are properly identified as such are not considered suspect or counterfeit.

Suspect Counterfeit – Goods in which there are indications by visual inspection, testing, or other information that they may have been misrepresented by Supplier or OEM and may meet the definition of counterfeit Goods.

34. Delivery of Suspect/Counterfeit Goods

The delivery of suspect/counterfeit Goods or components of Goods are of special concern to Company. Supplier shall assure that Goods supplied by Supplier meet all requirements of the Purchase Order and the then current version of the applicable manufacturer data sheets, product descriptions, and/or industry standards unless agreed otherwise in writing. Goods specified in this Purchase Order may be identified or described by reference in the Purchase Order to part or model numbers, product descriptions, and/or industry standards. Regardless, however, of the absence of reference to specific part or model numbers, product descriptions, and/or industry standards, Supplier shall nevertheless be responsible to assure that the Goods are not suspect/counterfeit. Should Supplier not be the OEM of the Goods, Supplier shall make reasonable efforts to assure that the Goods supplied under this Purchase Order are made by the OEM and comply with the manufacturer's data sheets and/or industry standards. Should Supplier wish to supply alternate Goods, Supplier shall notify Company, specifically identify all exceptions, and receive Company's written approval prior to shipment of the alternate Goods to Company.

If suspect/counterfeit Goods are furnished under this Purchase Order and are found in anything delivered hereunder, such Goods will be impounded by Company. Supplier

shall promptly replace such suspect/counterfeit Goods with Goods acceptable to the Company and Supplier shall be liable for all costs relating to the removal and replacement of the Goods and/or the impoundment and retrieval of the suspect/counterfeit Goods.

APPLICABLE TO NUCLEAR FACILITY

35. Nuclear Reporting - Supplier shall comply with all provisions of Title 10CFR21. Any defects or noncompliance reported to the Nuclear Regulatory Commission shall also be reported to Dominion Energy South Carolina, Inc. Company Manager - Nuclear Licensing.

36. Nuclear Safeguards Information - Supplier shall protect Safeguards Information pertaining to the V. C. Summer Nuclear Station as required by Title 10CFR73.21.

37. Nuclear Whistleblowers - Supplier promptly shall report to Company any allegations by the Supplier's employees that they have been discriminated against for raising concerns about the quality of the Supplier's product or service provided to Company.