

**PROGRESS ENERGY ELECTRONIC TRADING PARTNER AGREEMENT**

THIS **ELECTRONIC TRADING PARTNER AGREEMENT** (The “Agreement”) is made by and between **PROGRESS ENERGY SERVICE COMPANY, LLC (“PROGRESS ENERGY”)**, a North Carolina Corporation with its principal office at 411 Fayetteville Street Mall, Raleigh, North Carolina, and \_\_\_\_\_, with offices at \_\_\_\_\_ (“Trading Partners”)

The Trading Partners will facilitate the purchase and sale of goods and services from each other by electronically sending and receiving business documents using XML (Extensible Markup Language). These electronic transmissions are governed by UCC Articles 2-211 through 2-213 and Florida Statutes Chapter 668. Each party will be responsible for establishing and maintaining its own electronic transmittal capabilities.

1. Agreement. This Agreement shall govern and apply only to electronic transactions transmitted between the Trading Partners. Nothing in this Agreement precludes the Trading Partners from entering into contracts by exchanging paper documents. This Agreement does not express or imply any commitment to purchase or sell goods or services.

2. Checking for Incoming Orders. Issued documents will be placed on the Progress Energy SupplierNet website and an email will be sent notifying the Supplier of the availability of this document. The email will contain a link to the SupplierNet website where the document can be downloaded. Supplier agrees to check the Progress Energy SupplierNet web site within one working day of receiving this notification. SupplierNet can also be accessed at any time to view new and existing documents. Documents will be maintained on the SupplierNet website for up to 90 days.

3. Proper Receipt. Documents shall not be deemed to have been properly received and no document shall give rise to any obligation, until accessible to the receiving party and the receiving party has communicated its acceptance of the applicable document by opening the PO and status changes to show received.

4. Unintelligible Information. If any properly transmitted document is received in an unintelligible or garbled form, you shall promptly notify the originating party (if identifiable from the received document). In the absence of such a notice, Progress Energy’s records of the contents of such document shall control.

5. Security. Each party shall use those security procedures, including those specified below, which are necessary to ensure that all transmissions of documents are authorized, and to protect its business records and data from improper access

A. The Trading Partners agree to work reasonably together to provide mutual security and safety in using this online ordering process.

B. Buyer’s credit card numbers will not be stored by the Seller on a computer which is accessible from the Internet. In addition, access to user profiles and credit card information will be limited to only the Seller’s personnel with a direct need to know, and carefully controlled by the Seller.

C. Information about security issues will be shared by Buyer and Seller system administration personnel as needed for the mutual protection of both parties.

D. Buyer and Seller agree that only a limited number of people will have password and/or security profiles which permit access to the ordering process, security arrangements and/or user information.

E. Buyer agrees to control user passwords and access in a way that assures only authorized people can place orders. Further Buyer agrees user access will be terminated on a timely basis when appropriate.

F. Both parties agree to share information between system administration or operation personnel which might affect the security or operation of this ordering agreement with respect to system security, virus concerns, scams, spam, fraud attempts hacker attacks, firewall violation, etc. as might be applicable.

Confidentiality. Electronic Transactions and other communications related to Electronic Transactions under this Agreement shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records.

Please sign and return this agreement, along with the completed attachment, to the undersigned. You will be notified once you have been set up for electronic transmissions.

**PROGRESS ENERGY SERVICE  
COMPANY, LLC**

**SUPPLIER**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME (Printed): \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**ATTACHMENT I**

**CONTACT INFORMATION**

This form is to be completed by the Seller and returned to Progress Energy with the Agreement.

**1. Seller:**

**Company name**

**Business address**

**Mailing/shipping address**

**Tax ID number**

- 2. Authorized Personnel (name, responsibility, authority, phone, email, ) Note: For efficiency purposes, please setup an email distribution list that includes all of your authorized users of Progress SupplierNet and send us that DL in lieu of individual email addresses.**

**Name:**

**Responsibility:**

**Authority:**

**Phone number:**

**Email address for Progress SupplierNet:**