

NextEra Energy Transmission New York, Inc.

Code of Conduct June 13, 2022

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1 Purpose

The purpose of this Code of Conduct (Code) is to establish safeguards to govern the interaction between NextEra Energy Transmission New York, Inc. (NEETNY) and its New York Competitive Energy Affiliates to address potential market-power concerns and avoid cross-subsidization between regulated and unregulated competitive energy activities in New York State.

2 Definitions

Affiliates - Affiliates are any entity defined as an “affiliated interest” under the New York Public Service Law (PSL) §110(2).

Business Units – Divisions, businesses or support functions within NextEra Energy, Inc., other than NEETNY.

Confidential Information – Any NEETNY information not intended for public disclosure and considered to be confidential or proprietary by persons privy to that information. Confidential Information includes but is not limited to information relating to the interconnection of customers to NEETNY's transmission system and information about NEETNY's transmission system, operations or plans for expansion.

Corporate support services – Services shared by NEETNY and its affiliates for joint corporate oversight (e.g., common officers and directors), governance, support systems, and personnel. Services that may be shared include human resources, procurement, information technology, regulatory services, administrative services, real estate services, legal services, accounting, environmental services, research and development unrelated to marketing activity and/or business development for a New York Competitive Energy affiliate regarding its services and products, internal audit, community relations, corporate communications, financial services, financial planning and management support, corporate services, corporate secretary, lobbying, corporate planning and engineering and construction services.

Energy Service Company (ESCO)-A company engaged in providing unregulated competitive retail energy services in New York State.

Interlocking Position – When individuals hold multiple corporate officer or director positions with more than one company where such multiple positions could adversely affect consumers.

NextEra Energy, Inc. (NextEra Energy) - A diversified publicly traded holding company that owns NEETNY, New York Competitive Energy Affiliates, and other Affiliates.

NextEra Energy Transmission, LLC (NEET) - NEET is an indirect wholly-owned subsidiary of NextEra Energy. NEET is the parent company for NextEra Energy’s regulated transmission utilities outside the state of Florida, and is the immediate parent of NEETNY.

NextEra Energy Transmission New York, Inc. (NEETNY) – The owner operator of certain electric transmission facilities within the State of New York and an electric corporation as defined by the PSL.

New York Competitive Energy Affiliates –NextEra Energy affiliates engaged in competitive energy markets in New York State, including energy exploration and/or production, generation and retail energy services.

Operating Employees – NEETNY transmission operations and field personnel in New York State.

Operating Officers – NEETNY transmission officers, providing other than corporate support services, of NEETNY.

Other Affiliates – NextEra Energy affiliates other than New York Competitive Energy Affiliates.

Regulated Energy Affiliates – Affiliates operating in regulated energy markets outside of New York State.

3 No Circumvention of the Code of Conduct

NEETNY and its Affiliates shall not circumvent the purpose or the intent of the PSL, or the rules, regulations and Orders issued by the New York Public Service Commission (“Commission”), by using an Affiliate to provide information, services, products or subsidies between a New York Competitive Energy Affiliate and NEETNY.

Nothing in this Code is intended to affect or modify the obligations or duties relating to any rules or standards of conduct that may apply to NEETNY or its Affiliates under orders or regulations of the Federal Energy Regulatory Commission (FERC) or the Security and Exchange Commission.

4 Corporate Structure

NEETNY will construct and operate certain electric transmission facilities in New York State. NEETNY’s New York Competitive Energy Affiliates are engaged in competitive generation and competitive retail services in New York State. NextEra Energy Business Units will support NEETNY by providing Corporate Support Services.

5 Separation of NEETNY from its Affiliates

NEETNY is a separate entity and will operate separately from New York Competitive Energy Affiliates.

5.1 Officers

Operating Officers (i.e., those officers providing other than Corporate Support Services) of NEETNY will not be operating officers of any New York Competitive Energy Affiliates.

5.2 Interlocking Positions

No NEETNY employee, officer or director shall also be an employee, officer or director of any unaffiliated firm engaged in competitive energy services in New York State.

5.3 Employee Separation

NEETNY will have separate Operating Employees from New York Competitive Energy Affiliates.

5.3.1 Employee Transfers

Employees may be transferred from NEETNY to Affiliates other than New York Competitive Energy Affiliates and vice versa with no time constraints.

Employees transferred from NEETNY to a New York Competitive Energy Affiliate may not be reemployed by NEETNY for a minimum of one year after transfer. Employees returning to NEETNY may not be transferred again to a New York Competitive Energy Affiliate for a minimum of one year.

If a NEETNY employee accepts a position with a New York Competitive Energy Affiliate, he or she shall be prohibited from copying or taking any non-public customer or competitively sensitive market information from NEETNY and will certify understanding of and compliance with the Code.

5.3.2 Employee Temporary Emergency Assignments

The employee transfer provisions in Section 5.3.1 shall not restrict any New York Competitive Energy Affiliate from loaning employees to NEETNY to respond to an emergency that threatens the safety or reliability of service to customers.

5.4 Separate Facilities

NEETNY and Affiliates providing Corporate Support Services may occupy the same building. NEETNY may also share premises with Affiliates engaged in regulated gas and/or electric transmission and/or distribution operations if such sharing provides for efficiencies in occupancy and use of resources. NEETNY shall not share office space with any New York Competitive Energy Affiliates.

5.5 Confidential Information Sharing Restrictions

NEETNY may communicate with New York Competitive Energy Affiliates with respect to complying with applicable statutes, regulations and orders. Such information shall be held confidentially and NEETNY and New York Competitive Energy Affiliates shall limit the dissemination of such information to those employees necessary to comply.

Except for purposes of complying with applicable statutes, regulations, and orders, and providing information for senior management of NEETNY and New York Competitive Energy Affiliates, NEETNY will not disclose Confidential Information to its New York Competitive Energy Affiliates including any customer or marketer information relative to its service territory that it receives from a marketer, customer, or potential customer that is not available from sources other than NEETNY, unless it discloses such information to its New York Competitive Energy Affiliates' competitors contemporaneously on an equal basis to the extent practicable on NEETNY's website.

5.6 Separate Books and Records

NEETNY will maintain separate books and records of account from its Affiliates.

5.7 No preferential Treatment of Services to New York Competitive Energy Affiliates or Customers

NEETNY will not provide services on preferential terms to New York Competitive Energy Affiliates or their customers. NEETNY shall process all requests for similar service in the same manner, within a similar time period, and without any preferential treatment for customers seeking tariffed services from NEETNY, whether New York Competitive Energy Affiliated or non- affiliated.

NEETNY shall not give preference to a customer of a New York Competitive Energy Affiliate, or to a New York Competitive Energy Affiliate, regarding repairs or maintenance, operation of its system, or interconnections and dispatch.

5.7.1 No Rate Discrimination

NEETNY shall charge all tariff customers, whether New York Competitive Energy Affiliated or non- affiliated, the rates and charges specified in its schedule filed and in effect. All similarly situated customers whether New York Competitive Energy Affiliated or non-affiliated, will pay the same rates for NEETNY's utility services, including those applicable to interconnections and dispatch.

If there is discretion in the application of any tariff provision, NEETNY shall not offer its New York Competitive Energy Affiliate more favorable terms and conditions than it has offered to all similarly situated competitors of the New York Competitive Energy Affiliate.

5.7.2 Discounts, Rebates, Fee waivers or Alternative Tariff Terms or Conditions

Should NEETNY provide to a customer, whether New York Competitive Energy Affiliated or non-affiliated, a service set forth in its tariff or associated operating procedure, at a discounted or negotiated rate or pursuant to a special arrangement, NEETNY will expeditiously post on its website the information that the Commission requires a utility to file in association with providing such a discounted or negotiated rate or special arrangement, subject to the Commission's trade secret rules, if applicable, in the same manner and within the same time period for New York Competitive Energy Affiliates and non-affiliates.

5.7.3 No Tying of Services to Affiliates

NEETNY shall not represent to any customer, supplier or third party that an advantage may accrue to such customer, supplier or third party in the use of the NEETNY services as a result of that customer, supplier or third party dealing with any New York Competitive Energy Affiliate.

NEETNY's New York Competitive Energy Affiliates shall not represent to any customer, supplier or third party that an advantage may accrue to such customer, supplier or third party in the use of NEETNY's services as a result of that customer, supplier or third party dealing with that New York Competitive Energy Affiliate.

5.8 Transactions with Affiliates

NEETNY shall not subsidize the business activities of any New York Competitive Energy Affiliate. NEETNY may share services with New York Competitive Energy Affiliates with respect to complying with applicable statutes, regulations and orders. Such sharing shall be limited to the need to comply.

5.8.1 Corporate Support Services

Appropriate cost allocation procedures will be followed by NextEra Energy and its Affiliates, to assure the proper allocation to NEETNY and other Affiliates of the costs of any NextEra Energy or Affiliate personnel, property or services used by NEETNY or other NextEra Energy Affiliates.

The provision of Corporate Support Services to NEETNY shall be subject to written contracts that, as applicable, identify the personnel, assets, and services that will be provided. The services will be provided through direct charges or by fully allocating costs using fully loaded rates.

5.8.1.1 Compensation Not Tied to Affiliate Performance

The compensation of NEETNY employees and officers may not be tied to the financial and/or stock performance of any New York Competitive Energy Affiliate but may be tied to the financial performance of NextEra Energy.

5.8.1.2 Participation in Common Benefit Plans

Employees of NextEra Energy and its Affiliates, including NEETNY, and New

York Competitive Energy Affiliates, may participate in common pension and benefit plans.

5.8.1.3 Common Insurance Policies

NextEra Energy and its affiliates, including NEETNY, New York Competitive Energy Affiliates, may be covered by common property/casualty and other business insurance policies. The costs of such policies shall be allocated among NextEra Energy's affiliates in an equitable manner.

5.8.2 Transfer of Assets From NEETNY To Affiliates

Transfers of assets from NEETNY to New York Competitive Energy Affiliate(s) and Other Affiliate(s) will be priced at the higher of book value or fair market value. Where applicable, NEETNY shall seek written consent of the Commission for any transfer or lease requiring such consent under PSL §70.

5.9 Marketing, Advertising and Promotional Activities

NEETNY shall not provide sales leads involving customers in its service territory to any New York Competitive Energy Affiliate or non-affiliated companies without the advanced permission of the Commission.

NEETNY shall refrain from giving any appearance that NEETNY speaks on behalf of a New York Competitive Energy Affiliate or that a New York Competitive Energy Affiliate speaks on behalf of NEETNY. NEETNY shall not participate in any joint promotion or marketing with its New York Competitive Energy Affiliates.

Nothing in this Code shall prohibit any Affiliate or New York Competitive Energy Affiliate from using the same name, trade names, trademarks, service names, service marks or a derivative of a name of NextEra Energy or NEETNY, or in identifying itself as being affiliated with NextEra Energy or NEETNY.

6 Unsolicited Customer Requests for Competitive Retail Information

If a NEETNY customer requests information about securing any ESCO service or product, NEETNY may provide a list of all known ESCOs operating in the area, which may include its retail New York Competitive Energy Affiliate(s).

7 Violations of the Code

If any competitor, whether an Affiliated or non-affiliated company, or customer of NEETNY believes that NEETNY has acted in violation of this Code, such competitor or customer may provide NEETNY with a written notice of the complaint. NEETNY will respond to any such

complaint within twenty (20) business day after receipt of the complaint.

Within fifteen (15) business days after responding to such complaint, the parties will meet, if necessary, in an attempt to resolve the matter informally. If the parties are not successful in resolving the matter informally, then the complainant may refer the matter to the Commission for disposition. This provision shall not preclude the Commission from addressing any such matter more expeditiously in the event that exigent circumstances so require.

This dispute resolution process will also be posted on NEETNY's website.

8 Reporting

Commencing in the first year of operations, and annually by April 1 of each year thereafter, NEETNY will file a report to the Commission summarizing the prior year transfers of assets, cost allocations, employee transfers and employees loaned for emergencies between NEETNY and New York Competitive Energy Affiliates.

8.1 Employee Transfers

The employee transfers between NEETNY and New York Competitive Energy Affiliates shall include employee name, former company, former position, new company and new position.

8.2 Employees on Loan for Emergencies

Employee loans from a New York Competitive Energy Affiliate to NEETNY to respond to an emergency that threatens the safety or reliability of service to consumers shall be reported by employee name, affiliates involved and length of loan period.

9 Training

9.1 All NextEra employees (inclusive of NEET and NEETNY employees)

All NextEra Energy employees shall receive a combined training regarding NEETNY Code of Conduct, FERC Standards of Conduct, and FERC Affiliate Requirements within 30 days of employment and annually thereafter. The training is at a level commensurate to their job function, with certifications that such trainings have been completed.

9.2 NEET and NEETNY Officers and Direct Employees

All officers and direct employees of NEET and NEETNY shall complete the full and comprehensive version of NEETNY's Code of Conduct Training immediately upon hire

and complete a refresher training every third calendar year with certifications that such training has been completed. For example, if an employee completed NEETNY Code of Conduct training during the year 2021, the employee, if still an officer or direct employee of NEET, must complete the refresher training sometime during the year 2024.