

Holy Cross Energy Corporate Policies

Access to Membership Information

Policy Number: 2.1

Original Effective Date: November 18, 2015

Revised Dates: October 1, 2019

1. OBJECTIVE

1.1 To provide for the proper use of the membership list of Holy Cross Electric Association, Inc., aka Holy Cross Energy ("Holy Cross").

2. POLICY

2.1 The membership list is private information of Holy Cross. Neither it nor portions thereof will be distributed or sold to any individual or organization for any purpose unless approved for proper use by the Board of Directors ("Board").

2.2 Literature or information relevant and germane to the business of Holy Cross and endorsed by Holy Cross may be mailed to the members by Holy Cross. Subject to review and approval by the President and Chief Executive Officer ("CEO"), other literature or information may be mailed to members of Holy Cross by Holy Cross for purposes approved by the Board.

2.3 Holy Cross retains the right to refuse or deny to any party the effective use of Holy Cross's membership list or portions thereof to disseminate literature or information not approved by the Board. Holy Cross may require the prepayment of any expenses associated with such mailing in advance of the mailing.

2.4 The party seeking to disseminate literature or information to the membership may make use of the complaint procedure to seek review of the CEO's decision as to whether or not such literature or information conforms to the above criteria.

2.5 Candidates running for the Board may make use of the membership list to distribute information to the members regarding their candidacy. A candidate for the Board who has submitted a validated Petition under the Bylaws of Holy Cross for candidacy to the Board may obtain a list of members with addresses in either printed or in electronic format by signing an Agreement and Request for such list on the form attached to this Corporate Policy ("Corporate Policy" or "Policy").

3. RESPONSIBILITY

3.1 The Board will be responsible for the administration of and compliance with this Policy.

3.2 The President and CEO shall ensure this Policy is adhered to by Holy Cross employees.

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ATTACHMENT TO THE CORPORATE POLICY

The Board of Directors ("Board") has reviewed and approved as to conforming to the requirements of the applicable Policy for the following uses of the membership list.

- Auditors hired by Holy Cross
- Consultants hired by Holy Cross
- Distribution of information for a Board candidate
- Distribution of product and energy information incorporated with a program of Holy Cross
- Energy Outreach Colorado's annual billing insert
- Labeling services hired by Holy Cross
- Other organizations as approved by the Board

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AGREEMENT AND REQUEST FOR DISCLOSURE OF MEMBERSHIP LIST BY CANDIDATE FOR THE BOARD OF DIRECTORS

The undersigned hereby certifies that the undersigned is a bona fide candidate for election to the Board of Directors ("Board") of Holy Cross Electric Association, Inc., a/k/a Holy Cross Energy ("Holy Cross"), for the _____ (insert date of election) election and has been certified as a qualified candidate under the Articles of Incorporation and Bylaws of Holy Cross on the date of this Agreement and Request.

The undersigned desires to obtain the membership list with addresses of the members of Holy Cross for the sole purpose of effectuating the candidacy of the Board candidate by mailing of campaign materials to the membership and for no other purpose. The undersigned desires to have the membership list with addresses in electronic format/written format. The undersigned hereby agrees as follows concerning the use and distribution of the membership list of Holy Cross:

1. The undersigned agrees that the above statements are true and correct on the date of this Agreement and Request, and that all of the above statements shall continue to be true in the future.
2. The undersigned does not intend to, and the undersigned shall not use the membership list except for the purpose of effectuating the candidacy of the undersigned for the Board of Holy Cross.
3. The undersigned shall not transfer the membership list in any format to any other person. The undersigned may use the membership list in sending campaign materials to members of Holy Cross. The undersigned may employ the use of contractors that would send campaign materials to members provided that any contract or other agreement between the undersigned and any contractor used by the undersigned to effectuate mailing of the undersigned's campaign materials, shall agree that the membership list shall be purged and deleted from the contractor's electronic and documentary storage at the conclusion of the campaign (or the date of the election, whichever first occurs) and that the undersigned's contractor shall be subject to the provisions of this Agreement and Request regarding default.
4. The undersigned agrees that the members of Holy Cross have an expectation that the membership list shall not be used by the undersigned for any purpose other than to effectuate the candidacy of the undersigned for election to the Board of Holy Cross and that if that expectation is violated that Holy Cross and the members of Holy Cross will be damaged. The undersigned, for the undersigned person and the undersigned's employees, contractors, successors and assigns, agrees that if the membership list is used for any purpose other than to effectuate the candidacy of the undersigned that Holy Cross or any of its members are entitled to injunctive relief. The undersigned, for the undersigned person and the undersigned's employees, contractors, successors and assigns, agrees that Holy Cross shall not be required to give any bond for any temporary injunctive relief obtained from a court of competent jurisdiction whether in the nature of a temporary restraining order or a temporary injunction. All of the foregoing remedies are in addition to any other remedies available to Holy Cross or its members under law.
5. The undersigned agrees that the covenants and agreements contained in this Agreement and Request are of the essence of this Agreement; that each of such covenants is reasonable and necessary to protect and preserve the interest and properties of Holy Cross and the interests of the undersigned; that each of such covenants and agreements is separate, distinct and severable not only from the other of such covenants and agreements but also from the other and remaining provisions of this Agreement and Request; and that the unenforceability of any other such covenants or agreements or the unenforceability of any other provision or provisions of this Agreement and Request shall not affect the enforceability of the remainder of the Agreement and Request. This Agreement and Request and the rights and obligations of the parties hereto shall be construed and controlled by applicable law of the State of Colorado. Venue for all actions shall be proper in Garfield County, Colorado. This Agreement and Request shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, successors, personal representatives and assigns. This Agreement and Request sets forth the entire understanding of the parties; there are no oral representations relied upon by any party hereto, which are not specifically set forth herein; and this Agreement and Request may be modified only in writing, executed by the necessary parties hereto.

