

CUSTOMER INFORMATION AGREEMENT



Applicant Information	
Legal Name:	_____
D.B.A.	_____
Contact Person:	_____
Address:	_____
Phone Number:	_____
E-Mail:	_____
Web Site:	_____

Check one: Retail Natural Gas Supplier _____ Governmental Aggregator _____

Governmental Aggregation Name/Location: _____

PUCO Certification Name: _____

PUCO Certification Number: _____

Date Certified: ____/____/____

Certification Expiration Date: ____/____/____

Please indicate which list you wish to purchase and include Attachment A:

_____ Solicitation List (pursuant to 4901:1-29-13 (C))

_____ Governmental Aggregation List (pursuant to 4901:1-28-05 (A))
(GA List must be requested by certified Governmental Aggregator /can be sent to Supplier or Broker)

List should be sent to (name & e-mail address or OCMP directory #): _____

Subject to the terms and conditions of this Agreement, Columbia Gas of Ohio, Inc. (COH or Columbia) will provide, upon written request, eligible customer lists to natural gas suppliers and governmental aggregators via electronic media. In exchange for eligible customer lists you, the Applicant, have read and agree to abide by the rules and regulations set forth in the Columbia Gas of Ohio tariff. These rules and regulations are subject to change without notice.

Customer lists will only be provided to natural gas suppliers and governmental aggregators that are certified by the PUCO. If PUCO certification is revoked or suspended this Agreement becomes null and void.

This Customer Information Agreement is valid through the PUCO Expiration date listed above as long as the following qualifications are met:

1. Valid COH Aggregation Agreement (not applicable to Governmental Aggregators)
2. COH Credit Worthiness Standards (not applicable to Governmental Aggregators)
3. PUCO Certification must not be suspended or revoked.

Initial _____

This Agreement will become null and void if any of the above qualifications are not maintained.

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You, the Applicant, understand that the disclosure of customer's information from COH is subject to the prior authorization and consent of such customer and that the Solicitation List consists of customers who have not exercised their option to Opt-Off of such lists.

Customer Lists are prepared using real time data, on a best efforts basis, and based on the information that is available in Columbia's customer information system at the time of processing. It is Applicant's responsibility to comply with all House Bill 9 Rules related to Customer Lists provided by Columbia. The applicant acknowledges that the customer lists are based solely on US Postal Service zip codes provided by the Applicant to Columbia, and not on local tax districts, governmental or political subdivision geographical boundaries. The Applicant is required to review and "scrub" the customer lists provided by Columbia to insure compliance with all applicable legal and regulatory requirements.

Such lists will be updated quarterly and can only be used until a new customer list is released by COH. After subsequent lists are released, any prior customer lists cannot be used and must be destroyed.

You, the Applicant, agrees that at the time it ceases to participate in the Customer CHOICESM Program, for whatever reason, all such lists shall be destroyed.

Further, your organization expressly agrees to use such data only for marketing and solicitation efforts in relation to the Customer CHOICESM Program. Your organization shall never use such data as a marketing device or for any other purpose outside the Customer CHOICESM Program. You expressly agree that it shall not sell or provide such data to any party, affiliated or otherwise, for any purpose outside the Customer CHOICESM Program. Customer list can only be used as governed by the Columbia Gas of Ohio tariff.

Columbia shall have the right to request from Applicant written documentation that the customer list will be, is currently, or has been used solely for marketing and solicitation efforts in relation to the Customer CHOICESM Program and that the customer list has not been used for any other purposes. Applicant shall provide this written documentation to Columbia within fourteen (14) days of Columbia's request. In the event Columbia is not satisfied, in its sole discretion, that the customer list will be, is currently, or has been used only for marketing and solicitation efforts in relation to the Customer CHOICESM Program, then Columbia has the right, in its sole discretion, to deny future requests of the customer list by Applicant. In addition, if the documentation provided does satisfy Columbia, then Columbia may perform an audit of Applicant's business records and electronic systems to validate that the customer list provided has only been used in accordance with the terms of this Agreement.

Supplier agrees to pay Columbia Gas of Ohio the sum of \$.07 per record for the first list released per year and \$.02 per record for up to three quarterly lists thereafter. The lists will not be released without payment to Columbia Gas of Ohio in full.

This Agreement may not be assigned or transferred, whether by operation of law, by merger, or otherwise, nor may any rights or obligations hereunder be delegated over to a third party.

Please send this Customer Information Agreement to:

Columbia Gas of Ohio
Attn: Customer Choice Program Department
290 W. Nationwide Blvd.
Columbus, OH 43215

Initial _____

Your organization agrees that the person signing this document is an authorized employee of your organization.

Retail Natural Gas Supplier:

Name: _____

Signature: _____

Title: _____

Date: _____

Governmental Aggregator:

Name: _____

Signature: _____

Title: _____

Date: _____

Columbia Gas of Ohio:

Name: Michele Caddell

Signature: _____

Title: _____

Date: _ Vice President Customer Operations

Initial _____

Initial _____