



Subject to the terms and conditions of this Agreement, Columbia Gas of Ohio, Inc. (COH or Columbia) will provide, upon written request, customer lists to CRNGS via electronic file exchange. In exchange for 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 be provided to CRNGS that are approved by Columbia which supply and sell to gas customers located on Company's system. Governmental Aggregation Lists are provided through the expiration date listed above.

Customer Lists will be provided if the following requirements are met:

1. Valid COH Aggregation Agreement
2. COH Credit Worthiness Standards
3. PUCO Certification must not be suspended or revoked

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

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 customer list consists of customers who have not exercised their option to opt-off of such lists.

The list is provided on a best-efforts basis and is based on information available in our customer information systems as of the last billing unit of the month. It is Applicant's responsibility to comply with all Ohio laws and Administrative 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 ensure compliance with all applicable legal and regulatory requirements.

Such lists will be updated monthly 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 CHOICE<sup>SM</sup> 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 CHOICE<sup>SM</sup> Program. Your organization shall never use such data as a marketing device or for any other purpose outside the Customer CHOICE<sup>SM</sup> 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 CHOICE<sup>SM</sup> 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 CHOICE<sup>SM</sup> 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 CHOICE<sup>SM</sup> 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 not 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.

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

Certified Retail Natural Gas Supplier (CRNGS):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Governmental Aggregator (if applicable):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Columbia Gas of Ohio:

Name: Kylia Davis  
Title: Manager Choice & Transportation  
Support Services  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_