

**THE EAST OHIO GAS COMPANY
CUSTOMER INFORMATION AGREEMENT**

This Agreement is between The East Ohio Gas Company dba Dominion Energy Ohio), 1201 E. 55th Street, Cleveland, Ohio (“DEO”) and _____ (“Supplier”), dated _____, 20____.

WHEREAS, Supplier and DEO have entered into an Energy Choice Pooling Service (“ECPS”) Agreement; and

WHEREAS, Supplier desires to obtain information from DEO to enable Supplier to engage in the effective solicitation of customers for DEO’s Energy Choice Program (the “Customer Information”);

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, DEO and Supplier agree as follows:

1. DEO agrees to provide the Customer Information to Supplier in a timely manner and no later than ten (10) business days after receipt of the request.
2. Supplier agrees to pay to DEO \$0.05 per name and address provided in the Customer Information. Customers included in this list are any choice eligible customer who has not elected to be excluded from the list. Customer Information can be requested within specific customer classes and/or within specific zip codes. The supplier may elect to have three (3) quarterly updates to the requested list for an additional \$0.025 per name. These charges include Gross Receipts Tax, which is displayed as a separate line item on the bill.
3. Supplier agrees to use the Customer Information solely for the purpose of soliciting commodity service customers under the Energy Choice Program, and agrees not to disclose or permit to be disclosed the Customer Information to any person other than those employees or others acting on the behalf of Supplier who are responsible for soliciting commodity service customers under the Energy Choice Program. Supplier shall ensure that such individuals shall likewise refrain from disclosing the Customer Information. In all customer interactions, including but not limited to solicitation and marketing activities, Supplier shall comply with the Supplier Code of Conduct contained in Supplier’s ECPS Agreement, applicable state and federal customer-protection laws, and the rules of the Public Utilities Commission of Ohio (“PUCO”).
4. Supplier agrees when the list is being used for governmental aggregation purposes, it is the responsibility of the supplier to confirm that the accounts provided fall within the boundaries of the program.
5. Supplier agrees that at the time it ceases to participate in the Energy Choice Program, its ECPS Agreement is terminated, or its certificate is rescinded by the PUCO, for whatever reason, Supplier shall return to DEO or destroy all of the Customer Information, copies

thereof, information contained therein, and notes made there from, then in its possession or in the possession of others acting on its behalf.

6. DEO does not guarantee the accuracy of the Customer Information and shall not be liable for any errors in the Customer Information.

7. Breach of this Agreement may result in the immediate termination of Supplier's ECPS Agreement and may constitute a Supplier Default under the ECPS Agreement or a material default under PUCO rules.

8. This Agreement may not be assigned by Supplier without the prior written permission of DEO.

9. Either party may terminate this agreement with thirty (30) days written notice. Otherwise, this agreement shall expire twelve (12) months from the date of execution. This Agreement shall automatically terminate upon the occurrence of any of the following events: termination of Supplier's ECPS Agreement; suspension, conditional suspension, or rescission of Supplier's certificate by the PUCO; DEO's filing of a complaint to suspend, conditionally suspend, or terminate Supplier's certificate with the PUCO; or DEO's service upon the PUCO of a written notice of material default regarding Supplier.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives.

THE EAST OHIO GAS COMPANY

By: _____

Date: _____

Attested by: _____

Date: _____

SUPPLIER

By: _____

Date: _____