

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT ("Agreement"), dated as of this ____ day of _____, 20__, ("Effective Date") by and between _____, ("Counterparty"), with an address at _____ and Columbia Gas of Ohio, Inc. ("Columbia"), with an address of 290 W Nationwide Blvd, Columbus, Ohio 43215 (all of the foregoing referred to individually as "Party" or collectively as the "Parties"). For the purposes of this Agreement, when the term Party is used with respect to Columbia, it shall also include all affiliates of Columbia.

WITNESSETH:

WHEREAS, the Parties intend to disclose certain confidential and proprietary information to the other Party in connection with the Standard CHOICE Offer (SCO) Program and the supply of natural gas thereunder (collectively "Purpose"); and

WHEREAS, the Parties have entered into this Agreement to assure that all non public confidential information, documents, data and discussions are kept confidential and are not disclosed or used other than as permitted under this Agreement; and

WHEREAS, for the purposes of this Agreement, the term "Representatives" means, with respect to a Party, the directors, officers, employees, agents, managers, partners, potential partners and members of such Party, such Party's affiliates, parent companies and subsidiaries, the consultants, accountants, financial advisers, legal counsel and other professional advisers of such Party and the directors, officers, partners and employees of such advisers.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information.

The Term "Confidential Information" as used in this Agreement shall mean any and all information provided by or on behalf of a Party (in such case, the "Disclosing Party") to or for the other Party (in such case, the "Receiving Party") about, related to or concerning itself, its affiliates, their respective businesses or assets, or other documents relating to the Purpose except:

(i) information which at the time of disclosure is publicly available, or information which later becomes publicly available through no act or omission in violation of this Agreement;

(ii) information which is, or has been, received by the Receiving Party on a non-confidential basis other than as a result of a disclosure thereof contemplated by this Agreement and was not received, to the knowledge of the Receiving Party, as a direct or indirect result of any disclosure thereof in violation of any obligation of any party not to disclose such information; or

(iii) information which was independently developed by or for the Receiving Party without reference to or reliance upon information obtained, in whole or in part, directly or indirectly from the Disclosing Party.

2. Obligation of the Parties.

(a) The Receiving Party agrees that Confidential Information is to be considered confidential and proprietary to the Disclosing Party, and the Receiving Party shall keep the same confidential, shall not use Confidential Information contrary to this Agreement and shall not disclose such Confidential Information to any party except as permitted in this Agreement. Confidential Information shall not be used by the Receiving Party in the furtherance of its business interests with its other customers or clients and shall solely be used in connection with the evaluation of entering into an agreement for the exchange of services or in the provision of services to the Disclosing Party.

(b) Notwithstanding the above, the Receiving Party may disclose Confidential Information to its Representatives that have a need to know such information to perform their duties and have been advised to keep Confidential Information confidential in accordance with this Agreement. The Receiving Party shall limit the disclosure of Confidential Information to those of its Representatives to whom disclosure is reasonably necessary. The Receiving Party shall not make any other use, in whole or in part, of any Confidential Information without the prior written consent of the Disclosing Party.

(c) Each Party agrees that it and its Representatives will not disclose to any other person the fact that the Confidential Information has been made available to such Party, that discussions or negotiations are taking, or have taken, place or any of the terms, conditions or other facts with respect thereto. For purposes hereof, such information shall be deemed "Confidential Information" except to the extent the context would require otherwise.

(d) Each Party agrees that, in complying with its obligations under this Agreement, such Party shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of Confidential Information.

(e) Each Party shall be liable and responsible for any disclosure or use of Confidential Information other than as permitted under this Agreement by any person or party to whom such Party discloses Confidential Information; for the avoidance of doubt, such liability and responsibility extends to any use or disclosure contrary to the terms hereof by Representatives to whom Confidential Information is disclosed pursuant to paragraph 2(c) above.

3. Required Disclosure. Confidential Information may be disclosed (i) to the extent required by applicable law or legal process or (ii) to any governmental, judicial or regulatory authority requiring or requesting such information provided that: (1) such Confidential Information is submitted under any applicable provisions for confidential treatment by such government, judicial or regulatory authority; and (2) prior to such disclosure, and if the Receiving Party is legally allowed to do so, the Disclosing Party is given prompt notice of such disclosure requirement(s) so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of an injunction or a protective order to prohibit such disclosure. The Receiving Party shall use reasonable efforts to facilitate any such intervention or seeking of an injunction or protective order by the Disclosing Party; provided that this sentence shall not obligate the Receiving Party to expend material sums.

4. Return of Confidential Information. Either Party may elect at any time to terminate further access to its Confidential Information. Upon written request of either Party, the other Party agrees to promptly return or, at its option, promptly destroy any and all Confidential

Information as well as any other information disclosed to it and its Representatives by or on behalf of the requesting Party, including all originals, copies, translations, notes, or any other form of said material, without retaining any copy or duplicate thereof, except as may be otherwise required by law (provided that any party retaining any Confidential Information in accordance with law shall notify the other Party of the Confidential Information being retained and the reason therefore). To the extent any Confidential Information is retained by a Party pursuant to the foregoing exception, such Party shall remain subject to its obligations and commitments hereunder with respect to such retained Confidential Information notwithstanding the expiration of the period set forth in Section 5 for so long as such Confidential Information is so retained. Disclosing Party acknowledges that Receiving Party's computer systems may be periodically backed up, creating a copy of Confidential Information resident in these systems. To the extent these procedures create a copy that includes any Confidential Information, Receiving Party may retain the copy for the period it normally archives backed up computer records. Receiving Party must destroy all Confidential Information that is retained in Receiving Party's computer backup system in accordance with its regular ongoing records retention process.

5. Survival of Obligations. Regardless of any termination of any business relationship or negotiations between the Parties, the obligations and commitments established by this Agreement shall remain in full force and effect from the day and year first herein above written and for a period of two (2) years from the Effective Date.

6. Nature of Information.

(a) The Parties each hereby acknowledge that the Confidential Information of the other Party is of a special, unique, unusual, extraordinary, and intellectual character and that money damages would not be a sufficient remedy for any breach of this Agreement by it or its representatives and that specific performance and injunctive or other equitable remedies for any such breach shall be available to the other Party.

(b) The Parties further acknowledge that the interests of the other Party in such Confidential Information may be irreparably injured by disclosure of such Confidential Information. The remedy stated above may be pursued in addition to any other remedies applicable at law or equity for breach of this Agreement; provided, however, that in no event shall either party be liable to any other party under this Agreement in contract, tort, including negligence, or otherwise for or in respect of any special, punitive, exemplary, indirect or consequential loss or damage.

(c) Although the Confidential Information contains information which the Disclosing Party believes to be relevant for the purpose of the Receiving Party's evaluation of the Transaction, each Party acknowledges that the Disclosing Party does not make any representation or warranty as to the accuracy or completeness of the Confidential Information. Neither the Disclosing Party nor its Representatives, their affiliates, nor any of their respective officers, directors, managers, members, employees, agents, or controlling persons within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended, shall have any liability to the Receiving Party or any of its Representatives relating to or arising from the use of the Confidential Information.

7. Governing Law. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Ohio, without regard to choice of law provisions. Exclusive jurisdiction for any dispute arising under this Agreement shall be the courts in the state of Ohio.

8. Final Agreement. This Agreement contains the entire agreement and understanding between the Parties as to the subject matter of this Agreement, supersedes in its entirety any and all previous communications between the Parties (including all previous versions of this Agreement), and shall only be modified in writing by the Parties.

9. No Assignment. Neither Party may assign this Agreement nor any interest herein without the other Party's express prior written consent.

10. Severability and Counterparts.

(a) If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

(b) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which when taken together shall be deemed to constitute one and the same agreement.

11. No Binding Obligation. Unless and until a final definitive agreement between the Parties has been executed and delivered in the sole and absolute discretion of the Parties, neither Party will be under any legal obligation of any kind whatsoever by virtue of this Agreement or otherwise except for the rights and obligations specifically agreed to herein. Each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party or any representative thereof, and to terminate discussions and negotiations with the other Party at any time.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the day and year first hereinabove written by their duly authorized representatives.

COLUMBIA GAS OF OHIO, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SCO SUPPLIER

Signature: _____

Printed Name: _____

Title: _____

Date: _____