**E-Signature Terms Acknowledgment & Agreement**

This E-Signature Terms Acknowledgment & Agreement (“Acknowledgment”) sets forth the terms by which the entity named below (“You”) may execute certain Gas Transportation contracts electronically with Nicor Gas Company (“Nicor Gas”). By using the e-signature feature on the Gas Transportation Web Site, You are agreeing to conduct transactions with electronic records and electronic signatures instead of paper-based documents and signatures. You are under no obligation to transact business electronically. You may still choose to download forms from our Web Site and submit them via facsimile.

Please designate in Exhibit A (attached hereto) each of your employees that is authorized to submit Gas Transportation contracts electronically, via the e-signature feature, and set forth the electronic signature for that employee that will be utilized to execute Gas Transportation contracts that you hereby adopt as a binding “signature” (“Electronic Signature”). Nicor Gas will not accept Gas Transportation contracts submitted electronically without an Electronic Signature. You agree that an Electronic Signature constitutes a “signature” and a “writing” under applicable law and that any Gas Transportation Agreement executed utilizing an Electronic Signature shall for all purposes be binding and enforceable against You and shall have the same legal effect, validity and enforceability as a manually executed signature. You hereby forever waive any defense or claim that an Electronic Signature is not binding or enforceable against You. You agree that the keeping of records in electronic form shall have the same legal effect, validity or enforceability as the the use of a paper-based record keeping system.

You agree that any Gas Transportation contract you execute via Electronic Signature and return to Nicor Gas electronically shall be effective the same as delivery of a manually executed Gas Transportation contract and shall constitute an original of such Gas Transportation contract for all purposes.

This Acknowledgment shall remain in effect, except that you may terminate this Acknowledgment upon sixty days prior written notice sent to Nicor Gas at the address below and provided that such termination shall not be effective for transactions entered into prior to the effective date of termination.

By executing this Acknowledgment You acknowledge your understanding and agreement of the terms stated herein. Please return this Acknowledgment to:

**Nicor Gas Company**

**1844 Ferry Road**

**Naperville, IL 60563**

**Attn: Gas Transportation Department**

**FAX: 630-983-8135**

Company Name:

By:

Title:

Date:

Company Address:

Broker Number/Phone Number:

**EXHIBIT A TO ACKNOWLEDGMENT**

|  |  |
| --- | --- |
| **NAME** | **ELECTRONIC SIGNATURE** |
| EXAMPLE: John Smith | */s/ John Smith* |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |