

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FOR
COMMUNICABLE DISEASES, INFECTIOUS DISEASES AND/OR TRANSMITTABLE
DISEASES INCLUDING, BUT NOT LIMITED TO, INFLUENZA AND COVID-19**

In consideration of your employment with (Partner/Vendor Name) _____
(Herein after referred to as "COMPANY"), including engaging in door-to-door sales and/or solicitations and related services on behalf of entities with which COMPANY has contracted to provide services through consulting agreements or similar contracts (the "Consulting Entities"), the undersigned acknowledges, appreciates, and agrees that:

1. Providing door-to-door sales involves in-person communications and interactions with other COMPANY employees and members of the public, which involvement includes possible exposure to, and illness resulting from, communicable diseases, infectious diseases and/or transmittable diseases including, but not limited to, influenza and COVID-19;
2. While following social distancing and similar rules, including donning personal protective equipment ("PPE"), as well as exercising personal discipline, may reduce this risk, the risk of serious illness, injury, disability, and death from such diseases (including, but not limited to, influenza and COVID-19) does exist;
3. By providing door-to-door sales as an employee of COMPANY, including on behalf of any of the Consulting Entities, I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees (defined below) or others, and assume full responsibility for my engagement in door-to-door sales and incidental services, including as it relates to any diseases, including but not limited to, influenza and COVID-19;
4. I willingly agree to comply with the stated and customary rules, terms and conditions of employment, including in regard to protection against communicable, infectious and/or transmittable diseases. If, however, I observe any unusual or significant hazard during my employment, in particular, while engaged in providing door-to-door sales and incidental services, I will remove myself from such a situation that I observe to be risky and/or potentially hazardous, and will bring the same to the attention of COMPANY immediately; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless COMPANY, its officers, officials, agents, and/or employees, other participants, and/or the Consulting Entities ("Releasees"), with respect to any and all illness, injury, disability, death, or loss or damage to person or property, whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law.

I, BEING OVER 18 YEARS OF AGE AND OF SOUND MIND AND SOUND BODY, HAVE FULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Agent Name: _____

Agent Signature: _____

Date signed: _____



COLUMBIA TRAINING MANUAL AND CODE OF CONDUCT DOOR-TO-DOOR SALES AGENTS

This training manual sets forth the rules and code of conduct that door-to-door agents (“agent and/or agents”) **must** follow when selling Columbia natural gas and/or electric services to potential small commercial and commercial customers. It is critical that agents understand and follow these rules and policies so they can conduct Columbia sales properly and answer customers’ questions accurately.

If a sales agent has any questions regarding this document, the agent should speak with their manager or supervisor.

This training manual and code of conduct covers the following areas:

- A. Knowledge of Columbia’s products, services, rates, and the customers’ right to cancel. If agents require additional information or have any questions concerning Columbia’s products and services, the agent should ask their manager or supervisor;
- B. Knowledge of Columbia’s Door-to-Door Standards when contacting a perspective customer;
- C. Knowledge of Columbia’s toll-free number, where a customer can call for questions relating to billing, disputes, and complaints and contact information for the Public Service Commission; and
- D. Consequences for violating this training manual and code of conduct.

A. Columbia’s Products

Agents must be aware of Columbia’s products and offerings:

1. **Deregulated Retail Energy:** Deregulation allows for customers to purchase their energy from an Energy Service Company within the state of New York. Just as customers can shop for other products and services, a customer also has the right to shop for an energy supplier.
2. **Measurement of natural gas or electricity:**
 - i. Ensure the customer is aware what their applicable unit of measure, therms for natural gas is or a kWh of electricity is.
 - ii. If not, explain that this is a measurement used to determine the price per unit measured for the amount of natural gas or electricity the customer uses.
3. **Introductory/ Initial Rate:** If the customer’s contract has an introductory/ initial rate, the customer will receive a promotional rate, which will remain the same for one to

three billing cycles (depending on the product). Thereafter, the rate will switch to a fixed or variable rate plan (described below).

4. **Fixed Rate Contracts/Products Only:** A fixed rate contract is a contract that will charge the customer the same price per therm or kWh for the contract duration. Contract durations range from 4-14 months. The price per therm or kWh is only for the supply portion of the customer's bill, and the customer's bill will still include utility distribution delivery charges, service charges, applicable taxes, and fees.
 - i. **Automatic Renewal Clause, Fixed Rate Contracts:** At the end of a fixed rate contract, Columbia will send a written renewal notice to the customer informing the customer of their options moving forward. If the customer takes no action upon receipt of the renewal notice, the contract will automatically renew to the rate then in effect (as disclosed in the renewal notice).
5. **Variable Rate Contracts/Products Only:** If the customer selects a variable rate contract, the contract price will change month-to-month based on a variety of factors, listed in the Terms and Conditions and Disclosure Statement. **There is no limit as to how much the price, per therm or kWh, can vary from one month to the next.**
6. **Disclosure Statement:** In addition to the Terms and Conditions, a customer receives a disclosure statement. A customer disclosure statement is a one-page document that highlights and summarizes the main terms and conditions of the Agreement.
7. **Statement Regarding Savings:** Columbia does not guarantee savings and the customer will be billed at the rate listed on their Terms and Conditions, Disclosure Statement, Door-to-Door Enrollment Form, Third-Party Verification, Welcome Packet, and/ or Renewal Notice.
8. **Welcome Packet/Confirmation Letter:** Once a customer enrolls in Columbia's supply service, the customer will receive a Welcome Packet, via USPS or electronic mail, that contains their Terms and Conditions and Disclosure Statement. This Welcome Packet is provided in addition to the copies of the documents that are provided through the Paper Enrollment Process discussed on Page 5 of this Manual.
9. **Notice of Cancellation:** When marketing to a prospective customer in person, the customer will receive a notice of cancellation (attached to the packet provided by Columbia). This notice allows the customer to mail in the respective notice, exercising their right to cancel the Agreement within three business days of the in-person solicitation.
10. **Customer Rescission Rights:** Customers can rescind (stop) their enrollment with Columbia during the rescission period stated in their Terms and Conditions, without incurring any Columbia charges. If a customer exercises their right to rescind the contract, it is as if the contract was never formed. The rescission time-period in New York is 3 business days.
11. **Customer Cancellation Rights/ Early Termination Fee:**

- i. **For Variable Rate Products:** Columbia does not charge a cancellation fee. After the applicable rescission period, the customer can cancel any time thereafter with no penalty, but must pay for supply charges already incurred, up until the customer is returned to their utility. Typically, a customer will be returned to their utility within one to two billing cycles.
 - ii. **For Fixed Rate Products:** Columbia will charge a cancellation fee. The fee is calculated based on the remaining time left in the customer's Agreement. If the customer has 12 months or less remaining in their Agreement, the cancellation fee will be **\$100.00**. If the customer has 12 months or more remaining in their Agreement, the cancellation fee will be **\$200.00**. After the applicable rescission period, the customer can cancel any time **but must pay the early termination fee** and must pay for supply charges already incurred, up until the customer is returned to their utility. Typically, a customer will be returned to their utility within one to two billing cycles.
12. **Single Utility Bill:** If a customer enrolls in Columbia's supply service, the customer will still receive one utility bill, with Columbia's supply charges and the utility distribution changes.
13. **Utility Response to Emergencies:** The local utility will still respond to any emergencies or power outages.
14. **Promotion and/or Incentives:** Any customer promotions and/or incentives offered by Columbia will be communicated to the sales vendor and/or agents directly from Columbia's marketing department. Agents are not authorized to offer any promotions and/or incentives unless directed by Columbia.
15. **Miscellaneous items to be aware of:**
 - i. Columbia does not require customers to pay a deposit.
 - ii. Columbia does not charge a fee to switch suppliers.

B. Columbia's Door-to-Door Standards

When a Columbia sales agent is meeting in person with a prospective customer, the sales agent shall:

1. Always be polite and courteous;
2. Adhere to the door-to-door sales script provided by Columbia;
3. Prominently display his or her identification badge provided by Columbia that includes: (a) the sales representative's full name; (b) a photo of the sales representative; (c) the sale representative's ID number; (d) Columbia's legitimate trade name and logo; and (e) Columbia's telephone number for customer inquiries, verifications, and complaints.
4. Always keep his or her identification badge visible;

5. Wear clothing that identifies the sales agent as a Columbia agent. The clothing cannot in any way resemble clothing worn by a utility employee, government agency, consumer group, or another competitive supplier;
6. State that he or she represents Columbia, an independent seller of natural gas and/or electricity, and explain that he or she **does not** represent customer's utility, government agency, consumer group, or another competitive supplier;
7. Confirm the person with whom the sales agent is speaking is authorized to make changes on the customer's account. Authorized individuals are those individuals that are allowed to sign an Agreement on behalf of the business. Examples of such individuals include, but are not limited to the following: (1) an owner of the business, (2) manager, or (3) executive;
8. Inform the customer of their right to mail the notice of cancelation and their right to rescind the sales Agreement;
9. Provide the customer with written information regarding Columbia's services (provided by Columbia). Any written materials, including sales agreements, must be provided in the same language the sales agent spoke to the customer;
10. If the customer cannot understand English, the sales agent shall find another agent that can speak the customer's language or, if there is no one who speaks the customer's language, the agent must terminate the solicitation;
11. Leave the customer's premises as soon as asked to do so, or if the customer expresses no interest in enrolling with Columbia for gas and/or electric service;
12. If the sales agent receives a request from a customer not to receive solicitations from Columbia, the customer shall no longer be contacted. The sales agent must immediately notify Columbia so that Columbia can update its marketing and sales databases to reflect this request;
13. Keep all customer information obtained, for the purposes of enrolling the customer with Columbia, **confidential**.

Prohibited Conduct When Conducting In-Person Sales

Sales representatives **shall not** engage in any of the following practices when conducting in person sales:

1. **Conduct in-person solicitations to residential customers;**
2. Request a prospective customer's account number or request to view the customer's natural gas and/or electric bill until the agent has introduced him/her self, stating the required language in Columbia's Door-to-Door Script;
3. Suggest that enrolling with Columbia's supply service is mandatory;

4. Change a customer from a utility or other energy provider to Columbia without authorization from one of the individuals listed on page 4 of this Manual, this **commonly known as slamming** and **is strictly prohibited**; and
5. Conduct any in-person sales at any building or premises where any sign, notice or declaration of any description whatsoever is posted that prohibits sales, marketing, or solicitations.

Door-to-Door Agreement – Process and Forms

Paper Agreement Process

If the sales agent enrolls the customer with a printed hard copy door-to-door enrollment form, provided by Columbia, the sales agent shall:

1. Disclose all the required statements provided in Columbia's Door-to-Door Script;
2. Fill in the following sections on the door-to-door enrollment form:
 - a. Section titled "Customer Information,"
 - b. Section titled "Account Information," and
 - c. The customer's introductory or initial natural gas and/or electricity rate if it is not already pre-printed on the door-to-door enrollment form and if applicable, the customer's fixed natural gas and/or electricity rate.
3. Fill in the appropriate rate and product term information on the customer's disclosure statement;
4. Instruct the customer to read the section titled "Customer Acknowledgment and Authorization;"
5. Allow the customer a reasonable opportunity to read any remaining enrollment documents;
6. Confirm all customer questions are answered;
7. Instruct the customer to sign the door-to-door enrollment form;
8. Provide the customer with copies of Columbia's Terms and Conditions, Disclosure Statement, Door-to-Door Enrollment Form, ESCO Bill of Rights, and Notice of Cancellation. These documents are attached to the sales packet provided by Columbia;
9. Advise the customer that he or she next will need to participate in a recorded third-party verification process (Columbia's TPV) to complete their enrollment. The sales agent must **leave the premises once the connection has been established to the TPV company.**

C. Columbia's Contact Information & Public Service Commission Contact Information

1. Columbia's contact information for questions, dispute resolution, and cancellation requests:

Phone: (877) 726-5862

Fax: (718) 851-2427

Mail: Columbia

8751 18th Avenue

Brooklyn, New York 11214

Internet Address: columbiautilities.com

Email: CustomerService@columbiautilities.com

2. Public Service Commission Contact Information:

Phone: (800) 342-3377

Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223

Internet Address: www.dps.ny.gov

D. Consequences for violating

VIOLATIONS OF THESE RULES AND PROCEDURES WILL NOT BE TOLERATED

- A. Columbia will continuously monitor sales representatives to ensure compliance with all policies and procedures, including this training manual;
- B. Columbia will take prompt, remedial action to correct any improper behavior of a sales agent including providing warnings, retraining, disciplinary action, forfeiture of commissions, suspension and/or termination depending on the nature of the allegation;
- C. Columbia will conduct an internal investigation based on the available information in order to assess the severity and legitimacy of the allegation;
- D. Columbia will make a fact-based determination on what type of corrective action and/or penalty should be imposed after its review of the available information; and
- E. If it is found that any sale resulted from an improper sales practice or any other violation of the training materials, Public Utility Commission rules, or Columbia's internal policies and procedures, the sales agent responsible for that sale will be subject to penalties and consequences as determined by Columbia and listed above in Section D.B.

Code of Conduct for Door-to-Door Agents Follows

CODE OF CONDUCT- DOOR TO DOOR AGENTS

Please initial each statement below, confirming that you have read and understand this Code of Conduct.

_____ I have read and received the Columbia D2D Training Manual and Columbia Door-to-Door Script and I understand I must disclose the information contained in the Script to any prospective customer;

_____ I understand I am only to conduct in person sales to potential small commercial and commercial customers and **it is strictly prohibited that I solicit to residential customers;**

_____ In order to properly enroll a customer with Columbia, I understand all customer information on the D2D Enrollment Form must be completed;

_____ Columbia offers customers the option of enrolling in: (1) a fixed rate product that will remain the same price per therm or kWh for a specific contract term or (2) a variable rate product that will vary month-to-month based on a variety of factors;

_____ I will not make false, misleading, materially inaccurate, or otherwise deceptive representations, including misrepresenting rates or savings offered by Columbia including any reference to a rate reduction, discount, or savings guarantee where none exists;

_____ I will not wear apparel, accessories, or carry equipment that contains branding elements including a logo that suggests a relationship with a utility, government agency, consumer group, or another competitive energy supplier;

_____ I will not create or use any written or electronic marketing materials that have not been provided by Columbia or approved by Columbia prior to use;

_____ I will not enroll or switch a customer from a utility or other competitive energy supplier to Columbia without authorization from an authorized individual listed on Page 4 of this Manual, this is commonly known as slamming and I understand that it is strictly prohibited;

_____ I understand if the customer being solicited is having difficulty understanding or communicating in English, the solicitation shall cease or switch to the customer's main language;

_____ I understand I must always keep my identification badge visible;

_____ I understand if a customer requests I leave the premises, I must do so immediately;

_____ I understand if a customer requests not to receive any future solicitations from Columbia, I must inform my sales manager, so the information can be reported to Columbia;

_____ I will keep all customer information confidential and I will not utilize the information for any other purpose, except enrolling the customer with Columbia;

_____ I will provide a customer with Columbia's toll-free telephone number (1-877-726-5862), if the customer has any questions relating to billing, disputes, and/or complaints; and

_____ I understand that if I violate any applicable federal/state laws and/or regulations or Columbia's internal policies and procedures, I will be subject to discipline.

I, _____, affirm that I have read, received, and understood the above statements, including the attached Door-to-Door Script, the Columbia Training Manual, and that I have attended the required training.

By: _____ (signature)

ID#: _____

Title/ Position: _____

Dated: _____



Marketing Training and Quality Assurance Program – NY

Columbia Utilities, LLC “Columbia” Marketing Training and Quality Assurance Program provides the requisite training and review standards that will govern the operation of Columbia’s marketing program. It is designed to familiarize all individuals engaged in solicitation or marketing of Columbia’s products and services with the rules governing ESCOs that they must follow when selling Columbia gas services to potential customers. **Columbia takes these rules very seriously and if it is found that any Columbia employee, agent, or representative (“sales representatives”) has violated any of the below rules, there will be serious consequences (discussed in section VII below).** It is important that all Columbia sales representatives understand these rules and policies so that they can conduct Columbia energy sales properly and answer customers’ questions accurately.

Please review this document carefully, as you will be asked to sign the last page indicating that you understand and agree to follow all the rules. If you have any questions regarding this document or any of the rules in it, please ask your manager or supervisor for clarification.

I. GENERAL CONDUCT WHEN MAKING SALES CALLS

A. **General Marketing Standards – Training.** The training of sales representatives making telemarketing on behalf of Columbia covers the following areas:

1. Knowledge of the relevant New York Public Service Commission (PSC) regulations, including the PSC’s Uniform Business Practices, with particular emphasis on Sections 10 and Attachments 1-3 of Section 5. If sales representatives require additional information or have any questions concerning any of the PSC rules and regulations, they should speak with their manager or supervisor.
2. Knowledge of applicable federal, state, and local telemarketing and door-to-door sales rules and regulations. If sales representatives require additional information or have any questions concerning any of these federal, state, and local rules and regulations, they should speak with their manager or supervisor.
3. Knowledge of the Home Energy Fair Practices Act (HEFPA), which pertain to residential customers. If sales representatives require additional information or have any questions concerning HEFPA, they should speak with their manager or supervisor.
4. Knowledge of Columbia’s product and services, rates, payment options, and customers’ right to cancel. If sales representatives require additional information or have questions concerning Columbia’s products and services, rates, payment options, or customer’s right to cancel, they should ask their manager or supervisor.
5. Knowledge of Columbia’s toll free numbers where a customer can call for questions relating to billing, disputes, and complaints (**1-877-726-5852**).

B. **General Marketing Standards – Interacting With Customers.** When speaking with a prospective customer, each Columbia sales representative must:

1. Always be polite and courteous.

2. Adhere to the sales scripts provided by Columbia.
3. Clearly explain that Columbia is independent of the local utility.
4. Explain that if a customer signs up with Columbia, the customer's bill will have a commodity charge from Columbia and a delivery charge from the utility.
5. Provide the customer with written information upon request or, if the customer asks for information via the internet, provide Columbia's website address, which is: **Columbia**www.columbiautilities.com
6. Provide accurate and timely information about Columbia's services and products, including information about rates, contract terms, early termination fees, and right of cancellation.
7. Ensure that all Columbia service offerings contain information written in plain language that is designed to be understood by the customer.
8. Use words and images that facilitate customer understanding of Columbia's products and services.
9. Confirm that the person with whom the sales representative is speaking is (a) the Customer of Record, (b) the spouse of the Customer of Record, or (c) over 18 and authorized to change the energy provider for a customer's account. If the person to whom sales representative is speaking is not the Customer of Record, the spouse of the Customer of Record, or over 18 and authorized to change the energy provider for a customer's account, sales representative must ask to speak with the Customer of Record, the spouse of the Customer of Record, or someone who is over 18 and authorized to change the energy provider for a customer's account. If none of those persons are available, sales representative must politely end the conversation with the person.

C. **Expressly Prohibited Conduct**. Neither Columbia nor its sales representatives shall engage in any of the following practices. If Columbia determines that any sales representative has engaged in any of the following practices, he or she will be subject to the consequences described in section VII below. Columbia sales representatives shall **not**:

1. Engage in misleading or deceptive conduct.
2. Use threats, intimidation, or profane or obscene language.
3. Make false or misleading representations, including misrepresentations about rates or savings offered by Columbia.
4. Make any representations about savings that are not **specifically** authorized by Columbia management in writing. If Columbia management specifically authorizes representations to be made about savings, then the sales representative must also disclose:
 - a. That Columbia charges a variable rate.
 - b. That a customer's total monthly bill may be greater or less than it what otherwise would be if the customer were to continue to purchase energy supply from the utility or another ESCO.
5. Represent that Columbia or the sales representative is affiliated with or working for

the utility or that Columbia is “authorized” or “approved” by the utility (sales representatives may say that Columbia is an ESCO authorized by the New York Public Service Commission).

6. Discriminate on the basis of race, color, religion, national origin, sex, marital status, age, receipt of public assistance income, exercise of rights under the Consumer Credit Protection Act (15 U.S.C.A. §§ 1601-1693r) and 12 CFR Part 202 (relating to Equal Credit Opportunity Act (Regulation B)).
7. Attempt to make a sale to anyone other than the Customer of Record, the spouse of the Customer of Record, or a person that is at least 18 and an authorized person to change the energy provider for the customer’s account.
8. Change a customer from a utility or other energy provider to Columbia without that customer’s authorization -- **commonly known as slamming. This is strictly prohibited.**
9. Add any unauthorized charges to a customer’s bill – **commonly known as cramming. This is strictly prohibited.**

II. TELEMARKETING SALES CALLS

- A. **Marketing Standards – Soliciting a Customer by Telephone.** When a Columbia sales representative makes a telemarketing phone call, he or she must allow the telephone to ring for at least fifteen (15) seconds or four (4) rings before disconnecting the unanswered call. If a prospective customer answers the telemarketing call, the sales representative must connect to the call within two (2) seconds of such answer. When talking on the phone with the prospective customer, the sales representative shall:
 1. Always be polite and courteous.
 2. Never use threats, intimidation, or profane or obscene language.
 3. Adhere to the telemarketing script provided by Columbia.
 4. Immediately provide his or her first name and, if requested, his or her identification number.
 5. State that the call is being made on behalf of Columbia and explain the purpose of the call.
 6. Never represent that he or she is an employee or representative or acting on behalf of a distribution utility.
 7. State that if the customer signs up with Columbia, it will not affect the customer’s distribution service, which will continue to be provided by the customer’s distribution utility.
 8. Confirm that the person with whom the sales representative is speaking is (a) the Customer of Record, (b) the spouse of the Customer of Record, or (c) over 18 and an authorized person to change the energy provider for a customer’s account. If the person to whom sales representative is speaking is not the Customer of Record, the spouse of the Customer of Record, or over 18 and authorized to change the energy provider for a customer’s account, sales representative must ask to speak with the Customer of Record, the spouse of the Customer of Record, or someone who is over

18 and authorized to change the energy provider for a customer's account. If none of those persons are available, sales representative must politely end the conversation with the person.

9. Conduct the sales call using the same language as used in Columbia's marketing and sales materials. If the customer cannot understand English well, sales representative shall transfer the customer to someone who speaks the customer's language or, if there is no one who speaks the customer's language, sales representative must terminate the call.
10. Remove the prospective customer's name from the marketing database upon request.
11. If the potential customer is a residential customer, sales representative shall notify the customer of the ESCO Consumer Bill of Rights and tell the customer where he or she can find it. Columbia will provide a copy of the Consumer Bill of Rights with any written material sent to the customer.

B. Prohibited Conduct When Making Telemarketing Calls. Sales representatives shall not engage in any of the following practices when making telemarketing calls. If Columbia determines that any sales representative has engaged in any of the following, he or she will be subject to the consequences described in section VII below. Sales representatives shall **not**:

1. Make a telemarketing call to a prospective customer's residence other than between the hours of 8:00 a.m. and 9:00 p.m. (local time, based on the prospective customer's location).
2. Suppress the phone number and/or name of the telemarketer from which the sales representative is calling from any caller identification service in use at the phone number called.
3. Call a prospective customer repeatedly or allow a prospective customer's phone to ring repeatedly or continuously with the intent to annoy, abuse, or harass the prospective customer or any other person at the phone number called.
4. Deny or interfere in any way with a prospective customer's request to be placed on Columbia's Do Not Call List or the national do-not-call registry.
5. Contact a prospective customer whose name is included on Columbia's Do Not Call List or the national do-not-call registry. The national do-not-call registry used by the sales representative must be updated every thirty (30) days.
6. Disconnect a call before allowing the telephone to ring for at least fifteen (15) seconds or four (4) rings.
7. Abandon any telemarketing call by failing to connect to the call within two (2) seconds of the greeting of the person who answers the call.
8. Initiate any telemarketing call that delivers a prerecorded message.

C. Telephonic Agreement – Signing up a customer over the Phone. If the customer agrees to become a Columbia customer, the sales representative must advise the customer that he or she will next need to participate in a recorded telephone customer sign-up and

verification process (Columbia's TPV). Columbia **sales representatives shall not participate in the TPV except to address logistical requirements or to respond if the customer requests assistance.**

Within three days of entering into a telephonic agreement, the customer will be sent a copy of the sales agreement, which includes the Consumer Disclosure Statement, setting forth the customer's rights and responsibilities and describing the offer in detail, including specific prices, terms, and conditions of the service.

III. **DOOR-TO-DOOR**

- A. **Marketing Standards – Soliciting a Customer in Person (Door-to-Door Sales).** When a Columbia sales representative is meeting in person with a prospective customer via a door-to-door transaction, the sales representative shall:
1. Adhere to all local, state and federal guidelines related to Covid-19 and social distancing rules and regulations where applicable.
 2. Always be polite and courteous.
 3. Adhere to the door-to-door sales script provided by Columbia.
 4. Prominently display his or her identification badge provided by Columbia that includes (a) the sales representative's full name in readable type; (b) a photo of the sales representative; (c) Columbia's legitimate trade name and logo; and (d) Columbia's telephone number for inquires, verifications, and complaints. A sample identification badge is attached as Appendix A.
 5. Keep his or her identification badge visible at all times.
 6. Wear clothing that identifies him or her as a Columbia representative. The clothing cannot in any way resemble clothing worn by a utility employee and may not contain any reference to a utility.
 7. State that he or she represents Columbia, an independent seller of power and energy, and explain that he or she does not represent the utility.
 8. Explain that if the customer purchases natural gas from Columbia, the customer's utility will continue to deliver the customer's gas and will respond to any calls concerning leaks or other emergencies.
 9. Confirm that the person with whom the sales representative is speaking is (a) the Customer of Record, (b) the spouse of the Customer of Record, or (c) over 18 and an authorized person to change the energy provider for a customer's account. If the person to whom sales representative is speaking is not the Customer of Record, the spouse of the Customer of Record, or over 18 and authorized to change the energy provider for a customer's account, sales representative must ask to speak with the Customer of Record, the spouse of the Customer of Record, or someone who is over 18 and authorized to change the energy provider for a customer's account. If none of those persons are available, sales representative must politely end the conversation with the person.
 10. Provide each prospective residential customer with a copy of the ESCO CUSTOMER BILL OF RIGHTS **before** he or she begins the sales pitch.

11. Provide the customer with written information regarding Columbia's products and services immediately upon a request; all such information shall include Columbia's name and telephone number. Any written materials, including Sales Agreements, marketing materials, and the ESCO CONSUMER BILL OF RIGHTS, must be provided in the same language used to solicit the customer.
12. If it is apparent that the prospective customer's English language skills are not good enough to understand the oral or written information provided, politely terminate the in-person contact with the customer.
13. Leave the customer's premises as soon as asked to do so, or if the customer expresses no interest in enrolling with Columbia for gas service.
14. If the customer requests to be exempted from door-to-door marketing and/or sales contacts, immediately notify Columbia so that Columbia can update its marketing and sales databases to reflect this request.

B. Sales Agreement – Signing up a customer in person (Door-to-Door Sales).

1. If the customer agrees to become a Columbia gas customer, he or she must sign Columbia's Sales Agreement. (See section V below for a list of information that should be included in the Sales Agreement.)
2. The sales representative must provide the customer with a copy of Columbia's Sales Agreement and two copies of the Notice of Cancellation.
3. The sales representative must advise the customer of his or her right to rescind the agreement within three business days.

IV. SIGNING UP A CUSTOMER ELECTRONICALLY

- A. The website solicitation and materials will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with Columbia or to continue or modify the service they receive from Columbia.
- B. The ESCO Consumer Bill of Rights will be provided as a non-avoidable screen which residential customer must affirmatively click to verify they have seen the document prior to enrollment.
- C. The website will incorporate the matters listed in the Customer Disclosure Statement.
- D. The website will include the latest product offers available from Columbia.
- E. The website will incorporate all the requirements and standards set forth in UBP Section 5 Attachment 2 A-E, as amended and Section 10
- F. Within 3 business days of final agreement to initiate service, Columbia will send an electronic confirmation notice to the customer at the customer's e-mail address.
- G. Columbia will on a random and regular basis review a meaningful sample of electronic sales to ensure that the website is following the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.

V. IN PERSON MARKETING (OTHER THAN DOOR-TO-DOOR SALES)

- A. Columbia will design and review the marketing script to be used for all sales solicitations.

- B. The sales representative will be provided with current accurate data concerning the products and services offered by Columbia.
- C. Sales representatives will have timely access to a manager or supervisor to address questions arising during the solicitation.
- D. Columbia will, on a random and regular basis, review the agreements obtained through In-person solicitations to help ensure that best practices and the standards set forth in this program are being implemented. In the event problems are discerned, the sales representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. Columbia will work with the sales representative to address any identified deficiency. Columbia reserves the right to immediately terminate the sales representative if it determines that his or her behavior or attitude is incompatible with Columbia's quality control standards.
- E. Copies of all sales agreements will be provided to each customer that is enrolled by Columbia as required under the UBP.
- F. Columbia will on a regular basis meet with sales representatives to obtain feedback on on-going operations and provide any needed updates or other relevant information.
- G. Sales representatives are required to wear in a conspicuous location a Columbia identification badge that complies with the sample badge attached as Appendix A.
- H. The training of the sales representatives will cover the items listed in Section III.A above.

VI. DIRECT MAIL MARKETING

- A. Columbia will review and prepare all materials used in a direct mail solicitation.
- B. Customers will be provided with complete copy of the sales agreement including the Customer Disclosure Statement.
- C. Columbia will employ direct mail solicitations that are consistent with the UBP and applicable law.

VII. EXTERNAL MARKETING

This section outlines the procedures applied by Columbia where it retains the services of outside vendors on a contractual basis to provide marketing services on behalf of Columbia.

- A. Columbia will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of Columbia.
- B. Columbia will require the provision of at least two references.
- C. Columbia will require the vendor to conduct marketing activities consistent with the provisions of this program.
- D. Columbia will provide the vendor Columbia's written training materials.
- E. Columbia will prepare all sales and verification scripts used by the vendor.
- F. The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by Columbia.

- G. Vendors retained by Columbia must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.
- H. Columbia will issue a charge back on any commission related to door-to-door or telemarketing if the account is terminated prior to the completion of two billing cycles.

VIII. COLUMBIA'S SALES AGREEMENT

Columbia's Sales Agreement will include the following information:

- A. The terms and conditions of gas service applicable to the customer, which include:
 - 1. The manner in which the customer can rescind the agreement or cancel Columbia's service at any time. Residential customers can cancel or rescind Columbia service a within three business days after receipt of the sales agreement. All Columbia customers may cancel their agreement by calling Columbia and asking to cancel at any time. Customers enrolled through door-to-door sales also may rescind within three business days of the door-to-door sale.
 - 2. An explanation of how the customer's variable rate is determined.
 - 3. An explanation of how the agreement is renewed. Columbia's contracts automatically renew monthly unless the customer or Columbia terminates the agreement.
 - 4. A clear description of the conditions that must be present for any savings promised to customers. **Columbia do not guarantee savings.**
 - 5. Procedures for resolving disputes between Columbia and the customer.
 - 6. Customer protections Columbia gives to each customer.
 - 7. The method for applying payments and the consequence of non-payment.
 - 8. All charges and fees, services, options or products Columbia offers.
 - 9. The PSC's contact information and ESCO hotline phone number, which is: 1-888-697-7728.
 - 10. Columbia's contact information, including local or toll-free numbers and procedures for after-hours contacts and emergency contacts, including transfer of emergency calls directly to a distribution utility and/or answering machine message that includes an emergency number for direct contact with the distribution utility.
 - 11. A statement that Columbia will provide at least 15 calendar days' notice prior to any cancellation of service to a customer.
- B. A Customer Disclosure Statement that states in plain language the terms and conditions described in section V.A.1-4 above.

IX. MONITORING AND DISPUTE RESOLUTION

A. **Monitoring Practices**

Columbia monitors a random sampling of sales calls to ensure that its sales representatives

are complying with the policies and procedures described in this training manual.

1. If a customer contacts Columbia to cancel his or her service, Columbia's customer service representatives must ask the customer his or her reasons for cancelling and record the reasons in the customer service log. Columbia will review its customer service log to determine whether the reasons provided suggest that any Columbia sales representatives have engaged in improper conduct.
2. Each month, Columbia reviews a sampling of the recorded sales calls to evaluate the sales practices of each sales representative.
3. Each month, Columbia conducts follow-up phone calls of a random sample of customers who were signed up via door-to-door solicitations to review the sales practices used by the sales representative during the door-to-door enrollment process.

B. Dispute Resolution

1. Columbia will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and will respond promptly to complaints forwarded by the PSC.
2. If Columbia receives a customer complaint of misconduct by a sales representative, Columbia will:
 - a. Identify the sales representative responsible for the alleged misconduct;
 - b. If the complaint involves a telemarketing sales call, review the recording of the sales call.
 - c. If the complaint involves a door-to-door sales call, review other available evidence.
 - d. Determine whether the sale was made using improper methods. **THE CUSTOMER WILL BE GIVEN THE BENEFIT OF THE DOUBT.**
 - e. Provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry to a supervisor, who will review the matter and respond to the customer within five (5) business days.
 - f. Upon receipt of a complaint forwarded by the PSC or other governmental agency, Columbia will respond within ten (10) days and in accordance with the direction provided by the PSC or other agency.
 - g. Columbia will cooperate with the PSC regarding marketing practices proscribed by the UBP and with local law enforcement in investigations concerning deceptive marketing practices.
 - h. In the event of any dispute involving a sales agreement and/or authorization, Columbia will provide a copy of the customer's acceptance of the sales agreement and/or authorization for release of information or provide on-line

access to the acceptance and/or authorization within five (5) calendar days after a request from the Department.

X. CONSEQUENCES FOR VIOLATING ANY PROVISIONS

VIOLATIONS OF THESE RULES AND PROCEDURES WILL NOT BE TOLERATED

- A. If it is found that any sale resulted from improper practices or any other violation of any of these rules or the PSC rules, the sales representative responsible for that sale will be subject to the following penalties and consequences:
1. All sales commissions will be subject to forfeiture.
 2. For a sales representative's first violation, additional sales training will be provided and a warning will be administered to the sales representative.
 3. For a second violation within any twelve-month period, the sales representative will be suspended for at least three months.
 4. If there are any subsequent violations in the same twelve-month period, that sales representative will be terminated and may be subject to civil liability for the damages caused.
- B. If it is found that any sales representative is guilty of cramming (i.e., adding unauthorized charges to a customer's bill), Columbia may, to the extent permitted by law, deduct the amount of the additional charges imposed upon any Columbia customers from the compensation paid to the sales representative.

Acknowledgement Page

I, _____, affirm that I have read and understood the material in this Sales Practices and Conduct Training Manual and agree that I am bound by it.

By: _____ (signature)

Dated: _____