

Agreement Concerning the Use of Account Information

And

Release of Atmos Energy Corporation

**Sharing the Warmth Program**

You have requested financial assistance from an agency (an "Agency") that participates in the Sharing the Warmth program (the "Program") sponsored by Atmos Energy Corporation ("Atmos Energy"). Your eligibility to obtain financial assistance from the Program ("the Sharing the Warmth Funds") is conditioned upon your acceptance of the terms and conditions contained or referenced in this agreement (the "Agreement"). Please read this Agreement carefully.

**Sharing of Customer Information**

By accepting the terms of this Agreement, you are authorizing Atmos Energy to share your customer information with an Agency to facilitate the pledge of Sharing the Warmth Funds to your Atmos Energy account. The customer information that Atmos Energy will share with an Agency may include your current and former name(s), account number, payment history, street address, gas usage, and any other information Atmos Energy may have in its possession. This may include information that you consider confidential or private. All Customer information referred to in the preceding sentence is defined as the "Customer Information."

**Release and Indemnity**

YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD ATMOS ENERGY, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES HARMLESS FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, FROM CLAIMS RELATING TO ARISING UNDER THE PROGRAM OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE DISCLOSURE OF YOUR CUSTOMER INFORMATION TO AN AGENCY, OR AN AGENCY'S SUBSEQUENT USE AND/OR DISCLOSURE OF YOUR CUSTOMER INFORMATION. THIS RELEASE AND INDEMNIFICATION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE SHARE THE WARMTH AGREEMENT.

**Limitation of Liability**

ATMOS ENERGY SHALL NOT BE LIABLE TO YOU IN ANY WAY FOR DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION, ACTUAL, DIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, LOST PROFITS, LOSS OF REVENUE, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE DISCLOSURE OF YOUR CUSTOMER INFORMATION TO AN AGENCY, OR AN AGENCY'S SUBSEQUENT USE AND/OR DISCLOSURE OF YOUR CUSTOMER INFORMATION.

**Reservation of Rights**

Atmos Energy reserves the right to modify in part or in whole, or temporarily or permanently discontinue the Program for any reason and at any time without notice.

**Jurisdiction**

This Agreement shall be construed in accordance with the laws of the state of Texas. All disputes arising from your use of this Website or under this Agreement shall be resolved in a court located in Dallas County, Texas without reference to conflict of laws or choice of laws statute.

Beneficiary Signature: \_\_\_\_\_

Date: \_\_\_\_\_