

INTERCORPORATE SERVICES AGREEMENT

ENBRIDGE GAS INC.

– and –

GAZIFÈRE INC.

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SCHEDULES

Schedule 1 SERVICES

INTERCORPORATE SERVICES AGREEMENT

THIS AGREEMENT made as of the 1st day of January 2020 (the “**Effective Date**”)

B E T W E E N:

ENBRIDGE GAS INC., a corporation incorporated under the laws of the Province of Ontario (the “**Service Provider**”)

- and -

GAZIFÈRE INC., a corporation incorporated under the laws of the Province of Québec (the “**Service Recipient**”)

WHEREAS the Service Provider Enbridge Gas Distribution Inc. and the Service Recipient entered into a prior intercorporate services agreement made as of January 1, 2015 (the “**Prior Agreement**”);

AND WHEREAS Enbridge Gas Distribution Inc. and Union Gas Limited amalgamated, effective January 1, 2019, to form the Service Provider;

AND WHEREAS the Service Provider and the Service Recipient intend to terminate the Prior Agreement and replace it, effective as of 12:00 a.m. Eastern time on the Effective Date (pursuant to Section 2), with this Agreement;

AND WHEREAS the Service Provider and Enbridge Inc. (“**EI**”) entered into an intercorporate services agreement made as of January 1, 2019, whereby EGI may provide to EI and its Affiliates and EGI may receive from EI and its Affiliates certain shared services, resources and products (“**Shared Services**”), the costs of which are allocated in accordance with EI’s central services cost allocation methodology;

AND WHEREAS, pursuant to Section 4, the Service Provider wishes to provide and the Service Recipient wish to receive certain services, resources and products set forth in Schedule 1, each of which is not a Shared Service (the “**Services**”);

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and mutual covenants hereinafter contained, the Parties agree:

1. Definitions

“Accounting for Intercompany Transactions Policy” means Enbridge’s Accounting for Intercompany Transaction Policy, version 1.0, as may be amended from time to time.

“Affiliate” has the meaning set forth in the Code, provided however that:

- (a) in respect of the Service Recipient, “Affiliate” shall not include the Service Provider in respect of the applicable Services; and

(b) in respect of the Service Provider, “Affiliate” shall not include the Service Recipient in respect of the applicable Services.

“Agreement” means this Intercorporate Services Agreement, including its recitals and schedules annexed hereto or otherwise incorporated herein, as may be amended from time to time.

“Business Day” means a day on which banks are open for normal commercial business and which is not a Saturday or a Sunday or statutory holiday.

“Change” has the meaning set forth in Section 7.1.

“Change Order” has the meaning set forth in Section 7.2.

“Change Order Request” has the meaning set forth in Section 7.3.

“Code” means the OEB’s *Affiliate Relationships Code for Gas Utilities*, as amended from time to time.

“Confidential Customer Information” has the meaning set forth in Section 13.4.

“Disclosing Party” has the meaning set forth in Section 13.1.

“Effective Date” has the meaning set forth in the Preamble.

“EI” has the meaning set forth in the Recitals.

“Fees” has the meaning set forth in Section 5.1.

“Indemnified Party” has the meaning set forth in Section 12.3(a).

“Indemnifying Party” has the meaning set forth in Section 12.3(a).

“Insolvency Event” means, in the case of a person, that it: (a) files a voluntary application in or for liquidation, receivership or bankruptcy; (b) is subject to the filing of an involuntary petition for bankruptcy if such petition is not discharged or dismissed within sixty (60) days after such petition was filed; (c) is finally and validly declared and adjudged to be liquidated, bankrupt or insolvent; (d) is subject to a resolution passed by its members for the purposes of placing it in voluntary administration; (e) is subject to an order by any court of competent jurisdiction for its winding up; (f) is the subject of an appointment of a receiver or receiver and manager or like officer of all or substantially all of its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied or enforced on it or against all or substantially all of its assets; and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen (15) Business Days thereafter; (h) is the subject of an appointment of an administrator, official manager or like officer in circumstances where it is or is likely to become insolvent; or (i) enters into a scheme or plan of arrangement with its creditors or any of them or declares a moratorium on the payment of its creditors, but does not include any voluntary

proceeding for the purpose of amalgamation, reconstruction or reorganization not taken at the request of or to meet the requirements of the creditors of such person.

“OEB” means the Ontario Energy Board, including any successors or permitted assigns.

“Parties” means the Service Recipient and the Service Provider, and “Party” means any one of them.

“Personal Information” has the meaning set forth in Section 13.3.

“Prior Agreement” has the meaning set forth in the Recitals.

“Receiving Party” has the meaning set forth in Section 13.1.

“Representative” means any Service Provider Representative and any Service Recipient Representative.

“Senior Supervisory Personnel” means, with respect to a Party, any director or officer of such Party, and any individual who functions for such Party (or one of its Affiliates with responsibility for such Party or any of its business or operating functions) at a management level equivalent or superior to any individual functioning as Vice-President.

“Services” has the meaning set forth in the Recitals.

“Service Provider” has the meaning set forth in the Recitals.

“Service Provider Representatives” means the Service Provider and its directors, officers, employees, agents and contractors.

“Service Recipient” has the meaning set forth in the Preamble.

“Service Recipient Representatives” means the Service Recipient, and its directors, officers, employees, agents and contractors.

“Shared Services” has the meaning set forth in the Recitals.

“Taxes” has the meaning set forth in Section 17.1.

“Term” has the meaning set forth in Section 9.1.

“Third Party Claim” has the meaning set forth in Section 12.3.

2. Other Agreements

Effective as of 11:59 pm EST on December 31, 2019, the Prior Agreement is terminated. Effective as of 12:00 am EST on the Effective Date, this Agreement shall be in full force and effect.

3. Regulatory Considerations

The Parties acknowledge that this Agreement is subject to any rule or order applicable to the Service Provider made by the OEB pursuant to the *Ontario Energy Board Act*, S.O. 1998, c. 15, Sch. B., including without limitation, the Code. The Service Recipient agrees to do such things as are reasonably necessary to assist the Service Provider in complying with these rules, including without limitation, promptly complying with all requests either made or authorized by the OEB for information with respect to: (a) the Services; and (b) the cost of providing the Services.

4. Services

- 4.1 The Service Provider shall, and shall cause its Service Provider Representatives to, perform the Services set out in Schedule 1 exercising the care, diligence and skill of an experienced and prudent service provider performing similar services in similar circumstances and in accordance with the highest generally accepted industry standards. The Service Provider shall, and shall cause its Service Provider Representatives to, use commercially reasonable efforts to perform the Services in accordance with any additional instructions received from the Service Recipient; provided, however, that the Service Provider and its Service Provider Representatives shall not be required to incur any additional costs related to such request.
- 4.2 Schedule 1 will set out the term and expiry date of each Service. In the event Schedule 1 does not set out the term or expiry date of a Service, the term or expiry date of such Service shall be governed by Section 9.
- 4.3 The Service Provider must advise the Service Recipient in writing of the expiry date of any Service not less than sixty (60) days prior to such expiry date.
- 4.4 The Service Recipient shall notify the Service Provider in writing of its intention to renew or not to renew any Service not less than thirty (30) days prior to the end of the term of such Service. In the absence of any such notice, the Services will automatically be renewed for an additional one (1) year period under the existing terms and conditions set forth in Schedule 1, subject to any service fees adjustments set forth therein.

5. Pricing

- 5.1 The fees for the Services provided by the Service Provider shall be as set forth in Schedule 1 (the “**Fees**”). The Service Provider shall be entitled to adjust the fees as of January 1 in each year of the Term in accordance with the terms set out in Schedule 1.
- 5.2 For greater certainty, the Parties acknowledge and agree that the Fees shall at all times comply with the Code, including the requirements that:
- (a) where there is a competitive market for any portion of the Services, the Fee for such Services shall be no less than the market price; and

- (b) where there is no competitive market for any portion of the Services, the Fee for such Services shall be the fully-allocated cost for the Service Provider to provide such Services and the fully allocated cost shall include a return on invested capital that is not more or less than the Service Provider's approved weighted average cost of capital.

5.3 The Service Recipient will be required to reimburse the Service Provider for reasonable out-of-pocket expenses incurred by the Service Provider that are directly related to the provision of the Services, including (but not limited to) the following:

- (a) travel charges such as mileage, parking, airfare, out-of-town accommodation and meal expenses;
- (b) overnight courier charges;
- (c) costs of services provided by third-party contractors; and
- (d) court or government filing and administration fees.

5.4 Each Party shall maintain appropriate records to substantiate the provision of Services to the Service Recipient and the Fees paid in respect thereof and such records shall be made available for review by either Party upon request of the other Party.

6. Payment Procedures

The Parties agree that all Fees and expenses payable by the Service Recipient pursuant to Sections 5.1 and 5.3 shall be documented and paid in accordance with the Accounting for Intercompany Transaction Policy, as may be amended from time to time.

7. Service Changes

7.1 During the Term, the Parties may identify the need to modify elements of individual Services, add new Services or discontinue existing Services (each, a "**Change**"). Each request for a Change will be made and implemented in accordance with this Section 7. Unless otherwise expressly provided in this Agreement, all other amendments to this Agreement will be made in accordance with Section 8.

7.2 Changes can only be made through a change order approved in writing by both Parties (a "**Change Order**"). The Service Recipient will not be liable for Fees or other charges associated with any Change unless such Change has been agreed to by the Parties in a Change Order.

7.3 Either Party may request a Change by delivering a written request (a "**Change Order Request**") to the other Party specifying: (i) the proposed Change; (ii) the purpose or objective sought with the proposed Change; (iii) the Fees adjustment, if any, that would result from such Change; and (iv) any such other information as may be relevant to the proposed Change. The Party receiving the Change Order Request shall respond in writing within ten (10) days.

7.4 Upon approval of a Change Order, the Service Provider will perform the Services covered by the Change Order within the agreed to schedule and in accordance with the applicable specifications.

- 7.5 Either Party may reject a Change Order Request unless such Change is necessary to comply with applicable law or is required by a regulatory authority. In the event that the Parties have agreed to a Change and are unable to agree upon the Fees or other amounts payable in respect of such Change, the Service Provider will implement such Change in accordance with the other agreed upon provisions of the Change Order. In such event, the Service Recipient agrees to pay the Fees or amounts that it does not reasonably and in good faith dispute. The Parties agree that the remaining dispute or disagreement will be resolved pursuant to the procedures set forth in Section 16.
- 7.6 The Service Provider will maintain an accurate and complete record of all Changes, in accordance with its record retention policy and Section 14. Each Party will cooperate to make corrections to such records to ensure that the record of all Changes is accurate and complete in all material respects at all times during the Term.
- 7.7 Any dispute arising in relation to a Change, a Change Order or a Change Order Request shall be resolved pursuant to the procedures set forth in Section 16.

8. Amendments

This Agreement may be amended from time to time upon the approval in writing of the Parties. Version control and archival storage of all amendments shall be the responsibility of the Service Provider.

9. Term and Termination

- 9.1 This Agreement shall be effective on the Effective Date, and, subject to Section 9.4, shall remain in effect until December 31, 2023, (the “**Term**”). The Term shall be automatically renewed for a successive **one (1) year** period unless either Party delivers written notice of its intention to terminate this Agreement to the other Party no later than six (6) months prior to the expiration of the then applicable Term. Notwithstanding the foregoing, the Term shall not extend beyond December 31, 2024, unless otherwise approved by the OEB.
- 9.2 Upon the occurrence of any of the following events, either Party may terminate this Agreement by giving notice of such termination to the other Party:
- (a) the other Party becomes subject to an Insolvency Event;
 - (b) the other Party becomes subject to proceedings for the dissolution, liquidation or winding-up of such Party; or
 - (c) the other Party materially breaches any provision of this Agreement (other than the failure to pay) or any Senior Supervisory Personnel of the other Party engages in fraud or gross negligence in the performance of its obligations pursuant to this Agreement and, within sixty (60) days after the giving of notice by the Party wishing to terminate this Agreement specifying the nature of such event or default, the Party responsible for such event or default fails to cure such event or default if such event or default is reasonably remediable within such cure period, or if such event or default is not reasonably remediable within such cure period, the Party responsible for such event or default fails to commence to take,

within the sixty (60) day cure period, steps to remedy such event or default and to thereafter proceed diligently and as expeditiously as reasonably possible to cure or remedy such default.

- 9.3 Any termination under Section 9.2 shall become effective upon the date specified in the notice first described in Section 9.2, which date shall not be earlier than: (a) in the case of any of the termination events in subsection 9.2(a) or 9.2(b), the date of delivery of such notice; or (b) in the case of the termination event in subsection 9.2(c), six (6) months after the date of delivery of such notice, unless otherwise agreed to by the Parties; provided, however, that in the event a Party in good faith disputes the occurrence of the event giving rise to the termination right hereunder, such termination shall not become effective until such dispute is finally determined in accordance with Article 16.
- 9.4 The Service Provider may terminate this Agreement in its entirety or any portion of the Services for convenience upon six (6) months prior written notice. The Service Recipient may terminate this Agreement for convenience immediately in the event that it ceases to be an affiliate (as defined in the Code) of the Service Provider.
- 9.5 Upon termination or expiration of this Agreement:
- (a) all rights and obligations under this Agreement shall cease except for:
 - (i) liabilities and obligations that have accrued prior to such termination, including the obligation to pay any amounts that have become due and payable prior to such termination; and
 - (ii) those rights and obligations described in Section 18.3; and
 - (b) upon written request, the Parties shall comply with the obligation to return or destroy Confidential Information and Personal Information in accordance with Section 13.6.
- 9.6 During the period between delivery of a termination notice and the date of termination, the Service Provider shall use commercially reasonable efforts to effect an orderly and seamless transition of the Services to the Service Recipient or a new service provider selected by the Service Recipient. Such commercially reasonable efforts shall include but not be limited to the Service Provider: (a) transferring of all books, logs, documents, reports, records, manuals, policies, programs, data or other records related to the Services, whether in written or electronic form, that may be reasonably required by the Service Recipient or a new service provider to perform the Services; and (b) attending meetings with the Service Recipient and/or a new service provider regarding the transition of the Services.

10. Representations and Warranties

Each Party represents and warrants, as to itself, to the other Party that:

- (a) it is duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation. It has all requisite power and authority to

enter into and perform its obligations under this Agreement and to carry out the transactions contemplated herein. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein and the performance of its obligations hereunder have been duly and validly authorized by all necessary action by such Party, and this Agreement has been duly executed and delivered;

- (b) this Agreement constitutes a valid and binding obligation, enforceable against in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditor's rights generally and general principles of equity;
- (c) the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby, and the compliance with the provisions hereof, will not, with or without the passage of time or the giving of notice or both:
 - (i) conflict with, constitute a breach, violation or termination of, give rise to any right of termination, cancellation or acceleration of or result in the loss of any right or benefit under, any agreement to which it is a party that would have a material adverse effect on the transactions contemplated hereby or on its ability to perform its material obligations contemplated hereunder;
 - (ii) conflict with or violate its organizational documents; or
 - (iii) violate any laws applicable to it or its properties or assets that would have a material adverse effect on the transactions contemplated hereby or on its ability to perform its material obligations contemplated hereunder.
- (d) there is no injunction or restraining order, arbitration or claim pending against it which restrains or prohibits the consummation of the transactions and the performance of its obligations contemplated by this Agreement.

11. Limits of Liability

11.1 Liability of the Service Provider

Notwithstanding anything contained in this Agreement, neither the Service Provider nor any Service Provider Representative shall, either directly or indirectly, be liable, answerable or accountable to the Service Recipient or any Service Recipient Representative to which it provides Services, under this Agreement or otherwise at law or in equity, for any loss resulting from, incidental to or relating to a breach by any Service Provider Representative of any of the terms of this Agreement, the performance or non-performance of the Services by any Service Provider Representative (irrespective of whether such Services have been provided before the Effective Date):

- (a) including any exercise or refusal to exercise a discretion, any mistake or error of judgement or any act or omission believed by the Service Provider Representative to be within the

scope of authority conferred thereon by this Agreement, unless the proximate cause of such loss is the result of the fraud or gross negligence of any Senior Supervisory Personnel of the Service Provider;

- (b) where the proximate cause of such loss is attributable to: (i) a Service Provider Representative acting in accordance with the instructions of the Service Recipient; (ii) any action or omission that occurred with the Service Recipient's advance consent; or (iii) if applicable, the Service Recipient's failure to approve an item in any budget that was proposed by the Service Provider where the omission of the Service, activity or operation proposed was the cause of the claim asserted against or loss suffered by the Service Recipient; or
- (c) where such act or omission is based upon the Service Provider Representative's reliance on: (i) statements of fact of other persons (excluding any Service Provider Affiliates) who are considered by the Service Provider to be knowledgeable of such facts; or (ii) the opinion or advice of or information obtained from any expert.

Each Party acknowledges and agrees that the limits of liability provided for in this Section 11.1 shall not only be enforceable by the Service Provider, but shall also be enforceable directly by each of the Service Provider Representatives.

11.2 No Liability for Certain Losses

Notwithstanding anything to the contrary in this Agreement, in no event shall the Service Provider (or any Service Provider Representative) or the Service Recipient (or any Service Recipient Representative) be liable to the other for any exemplary, punitive, remote, speculative, consequential, indirect, special or incidental damages or loss of profits; provided that, if any Service Recipient Representative or Service Provider Representative is subject to a Third Party Claim for any such damages and the Indemnifying Party is obligated to indemnify such Service Recipient Representative or Service Provider Representative, as applicable, for the matter that gave rise to such damages, the Indemnifying Party shall be liable for, and obligated to reimburse such Service Recipient Representative or Service Provider Representative, as applicable, for, such damages.

11.3 Exclusive Remedy

As between the Service Provider Representatives and the Service Recipient Representatives pursuant to this Agreement, the indemnification provisions set forth in Article 12 and the termination provisions set forth in Article 5 will be the sole and exclusive remedies of the Parties. Neither Party nor any of its respective successors or assigns shall have any rights against the other Party or its Affiliates with respect to the subject matter of this Agreement other than as expressly contemplated. The remedies contained in Article 5 and Article 12 are given and accepted in lieu of (a) any express or implied warranties by the Service Provider, including warranties of merchantability, fitness for a particular purpose, or good and workmanlike performance, and (b) any obligation, liability, right, claim or remedy at law or in equity arising out of any defect in the Services whether such claim arises under contract, negligence, intentional misconduct, other

tort, breach of warranty, deceptive trade practice, other statutory cause of action, strict liability, product liability, or other theory of liability. Except as expressly set forth herein, the Service Provider makes no representations or warranties (expressed, implied, oral or otherwise) regarding any aspect of its performance of (or failure to perform) the Services including warranties of merchantability, fitness for a particular purpose, or good and workmanlike performance or its other duties and obligations under this Agreement.

12. Indemnification

12.1 Indemnification by the Service Recipient

Subject to Section 11.2, the Service Recipient shall be liable to and, as a separate covenant, shall indemnify, protect, defend, release and hold harmless each Service Provider Representative from and against any claims asserted by or on behalf of any person, and for any losses, incurred by, borne by or asserted against any Service Provider Representative and which in any way arise from or relate in any manner to this Agreement or the performance or non-performance of Services (irrespective of whether such Services have been provided before the Effective Date), except to the extent the proximate cause of such claim or loss resulted from the fraud or gross negligence of any Senior Supervisory Personnel of the Service Recipient.

12.2 Indemnification by the Service Provider

Subject to the limits and restrictions on the liability of the Service Provider set forth in Sections 11.1 and 11.2, the Service Provider shall be liable to and, as a separate covenant, shall indemnify, protect, defend, release and hold harmless each Service Recipient Representative from and against any claims asserted by or on behalf of any person, and for any losses, incurred by, borne by or asserted against any Service Recipient Representative to the extent the proximate cause of such claim or loss resulted from the fraud or gross negligence of any Senior Supervisory Personnel of the Service Provider.

12.3 Method of Asserting Claims

- (a) If a Party entitled to indemnification (the “**Indemnified Party**”) intends to seek indemnification under this Article 12 from the other Party (the “**Indemnifying Party**”) for any claim by a third party (including a governmental authority) (a “**Third Party Claim**”), the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim for indemnification promptly following the receipt or determination by the Indemnified Party of actual knowledge or information as to the factual and legal basis of any Third Party Claim which is subject to indemnification and, promptly following receipt of notice of such Third Party Claim. The failure of or delay by an Indemnified Party to so notify the Indemnifying Party (as set forth above) shall not relieve the Indemnifying Party of its indemnification obligations to the Indemnified Party, however the liability which the Indemnifying Party has to the Indemnified Party pursuant to the terms of this Article 12 (and for which the Indemnifying Party will be obligated to indemnify the Indemnified Party in respect of) shall be reduced to the extent that any such delay in or failure to give notice

as required in this Agreement prejudices the defence of any such Third Party Claim, or otherwise results in any increase in the liability which the Indemnifying Party has under its indemnity provided for therein.

- (b) The Indemnifying Party, at its sole cost and expense, shall have the right to assume the defense of any Third Party Claim brought against the Indemnified Party with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided that the Indemnifying Party will not, without the Indemnified Party's prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed), settle, compromise, consent to the entry of any judgement in or otherwise seek to terminate any Third Party Claim in respect of which indemnification may be sought unless such settlement, compromise, consent or termination includes a release of the Indemnified Party from all liabilities arising out of such Third Party Claim. The Indemnified Party will give to the Indemnifying Party and its counsel reasonable access to all business records and other documents relevant to such defence or settlement and shall permit them to consult with the employees and counsel (if any) of the Indemnified Party.
- (c) Notwithstanding the foregoing:
 - (i) If the defendants in any Third Party Claim include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party is advised by counsel that there are legal defences available to the Indemnified Party that are additional to those available to the Indemnifying Party and that in such circumstances representation by the same counsel would be inappropriate; or
 - (ii) If the Indemnified Party shall have reasonably concluded that the Indemnifying Party is not taking or has not taken, all necessary steps to diligently defend such Third Party Claim, the Indemnified Party has provided written notice of same to the Indemnifying Party, and the Indemnifying Party has not rectified the situation within a reasonable time,

then the Indemnified Party shall have the right to retain separate counsel, the reasonable costs of which shall be at the Indemnifying Party's expense, to represent the Indemnified Party and to otherwise participate in the defense of such claim on behalf of such Indemnified Party. For further certainty, only one legal firm for all indemnified parties may be engaged at the expense of the Indemnifying Party.

- (d) Notwithstanding anything contained in this Agreement, an Indemnified Party shall have the right, at its sole cost and expense, to retain counsel to separately represent it in connection with the negotiation, settlement or defence of any Third Party Claim provided, for further certainty, that such counsel shall not, unless agreed by the Indemnifying Party, assume control of the negotiation, settlement or defence on behalf of the Indemnifying Party.

- (e) Except to the extent expressly provided in this Agreement, no Indemnified Party shall settle any Third Party Claim with respect to which it has sought or intends to seek indemnification pursuant to this Article 12 without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned, or delayed.
- (f) If the Indemnifying Party does not assume the defence of any Third Party Claim brought against the Indemnified Party, then the Indemnified Party shall have the right to do so on its own behalf and all such expense in so doing shall be added to the amount of the claim for indemnification by such Indemnified Party as against the Indemnifying Party.

12.4 Net Amount

If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 12, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's out-of-pocket losses (whether paid or payable), net of any such out-of-pocket losses recovered by the Indemnified Party from any other person; provided that the foregoing shall not be construed so as to obligate an Indemnified Party to pursue or seek recovery of any of its out-of-pocket losses from any other person whomsoever, including insurers.

12.5 Third Party Beneficiaries

Each Party acknowledges and agrees that the rights of indemnification provided for in this Article 12 shall not only be enforceable by the Parties but shall be enforceable directly by each of the Service Provider Representatives and the Service Recipient Representatives, and in this respect:

- (a) the Service Recipient appoints the Service Provider to act as agent and trustee for the Service Provider Representatives as regards the covenants of indemnification by the Service Recipient given in favour of the Service Provider Representatives pursuant to Section 12.1, and the Service Provider accepts such appointment; and
- (b) the Service Provider appoints the Service Recipient to act as agent and trustee for the Service Recipient Representatives as regards the covenants of indemnification by the Service Provider given in favour of the Service Recipient Representatives pursuant to Section 12.2, and the Service Recipient accepts such appointment.

12.6 Subrogation Rights

If an Indemnified Party has a right against a person (other than as against the other Party to be indemnified by the Indemnifying Party) with respect to any damages or other amounts paid by the Indemnifying Party, then the Indemnifying Party shall, to the extent of such payment and to the extent permitted by applicable law, be subrogated to the rights of such Indemnified Party as against such person. Notwithstanding the foregoing, no Indemnifying Party shall be subrogated to any insurance rights of any Indemnified Party.

13. Confidential Information and Personal Information

- 13.1 Each of the Parties hereto agrees to keep all information provided by the other Party (the “**Disclosing Party**”) to it (the “**Receiving Party**”) that the Disclosing Party designates as confidential or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure (“**Confidential Information**”) confidential, and a Receiving Party shall not, without the prior consent of an authorized senior officer of the Disclosing Party, disclose any part of such Confidential Information which is not available in the public domain from public or published information or sources except:
- (a) to those of its employees who require access to the Confidential Information in connection with performance of Services hereunder;
 - (b) as in the Receiving Party’s judgement may be appropriate to be disclosed in connection with the provision by the Receiving Party of Services hereunder;
 - (c) as the Receiving Party may be required to disclose in connection with the preparation by the Receiving Party or any of its direct or indirect holding companies, Affiliates or subsidiaries of reporting documents including, but not limited to, annual financial statements, annual reports and any filings or disclosure required by statute, regulation or order of a regulatory authority; and
 - (d) to such legal and accounting advisors, valuers and other experts as in the Receiving Party’s judgement may be appropriate or necessary in order to permit the Receiving Party to rely on the services of such persons in carrying out the Receiving Party’s duties under this Agreement.
- 13.2 The covenants and agreements of the Parties relating to Confidential Information shall not apply to any information:
- (a) which is lawfully in the Receiving Party’s possession or the possession of its professional advisors or its personnel, as the case may be, at the time of disclosure and which was not acquired directly or indirectly from the Disclosing Party;
 - (b) which is at the time of disclosure in, or after disclosure falls into, the public domain through no fault of the Receiving Party or its personnel;
 - (c) which, subsequent to disclosure by the Disclosing Party, is received by the Receiving Party from a third party who, insofar as is known to the Receiving Party, is lawfully in possession of such information and not in breach of any contractual, legal or fiduciary obligation to the Disclosing Party and who has not required the Receiving Party to refrain from disclosing such information to others; or
 - (d) disclosure of which the Receiving Party reasonably deems necessary to comply with any legal or regulatory obligation which the Receiving Party believes in good faith it has.

- 13.3 If in the course of performing the Services, the Receiving Party obtains or accesses personal information about an individual, including without limitation, a customer, potential customer or employee or contractor of the Disclosing Party (“**Personal Information**”), the Receiving Party agrees to treat such Personal Information in compliance with all applicable federal or provincial privacy or protection of personal information laws and to use such Personal Information only for purposes of providing the Services. Furthermore, the Receiving Party acknowledges and agrees that it will:
- (a) not otherwise copy, retain, use, modify, manipulate, disclose or make available any Personal Information, except as permitted by applicable law;
 - (b) establish or maintain in place appropriate policies and procedures to protect Personal Information from unauthorized collection, use or disclosure; and
 - (c) implement such policies and procedures thoroughly and effectively.
- 13.4 The Service Recipient acknowledges that the Service Provider may not release to the Service Recipient or its Affiliates, and the Service Recipient and its Affiliates shall not have access to, any confidential information relating to a consumer, marketer or other service customer of the Service Provider (“**Confidential Customer Information**”), unless aggregated such that individual Confidential Customer Information cannot be reasonably identified, without consent in writing from the applicable consumer, marketer or other service customer of the Service Provider, except where required for purposes of billing or market operation, law enforcement, complying with legal requirements or processing past due accounts of the consumer that have been passed to a debt collection agency. The Service Recipient acknowledges and shall ensure that its employees and its Service Recipient Representatives and the Service Provider Representatives that are involved in providing or receiving Services will, upon request of the Service Provider, receive Code training and, in the event they inadvertently receive or gain unauthorized access to any Confidential Customer Information, will (a) promptly advise the Service Provider and (b) at the Service Provider’s request, immediately destroy all copies of such Confidential Customer Information.
- 13.5 Each Party shall be entitled to periodically conduct reviews of the procedures implemented by the other Party in relation to the obligations described in this Article 13.
- 13.6 Upon the termination of this Agreement and written request by a Party, the other Party shall immediately return all Confidential Information and Personal Information provided by such Party, and all copies thereof in its possession or control (other than such Confidential Information or Personal Information which continues to be used or relevant to the provision of the Services), or destroy such information and copies and certify in writing to such Party that such destruction has been carried out; provided that, to the extent Confidential Information is electronically stored, the other Party shall destroy such electronically stored Confidential Information only to the extent that it is reasonably practical to do so and that doing so is consistent with applicable law. The confidentiality of any copies retained by any Party pursuant to this paragraph shall be maintained in accordance with the terms of this agreement and access to any such copies shall be restricted to persons whose primary functions are legal, compliance or information technology services.

14. Audit Rights

- 14.1 Each Party shall have the right, at its own cost and by notice to the other Party at reasonable hours to, or to direct a third party to, examine and make copies of the books, records and charts of the other Party to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any of the provisions of this Agreement and to comply with any government filing requirements. Such books, records and charts shall be preserved in accordance with the records retention policies of such Party, provided the books, records or charts related to any matter disputed between the Parties or which is the subject of an outstanding application or proceeding before a governmental authority shall be preserved until such dispute is settled or such application or proceeding has been finally resolved, whichever is later. The Parties' rights under this Article 14 to view books, records and charts to make copies:
- (a) for internal purposes, shall subsist for a period of two (2) years from the end of the calendar year to which such books, records and charts relate, during the Term and for a period of two (2) years after expiration or termination of this Agreement, and
 - (b) for the purposes of complying with the requirements of governmental authorities, including tax authorities, shall subsist for a period of seven (7) years from the end of the calendar year to which such books, records and charts relate, during the Term and for a period of two (2) years after expiration or termination of this Agreement.
- 14.2 If this Agreement has been terminated or has expired, each Party's obligations to preserve such books, records and charts in accordance with its records retention policy shall continue. A Party may fulfill such obligations by continuing to preserve such books, records, and charts or by delivering them to the Service Recipient.
- 14.3 Upon thirty (30) days prior written request, the Service Recipient may initiate a performance review, the terms and conditions of which shall be negotiated between the Parties. Such a review may not be initiated more than once per calendar year. All Services will be reviewed with reference to the performance standards set out in this Agreement, including but not limited to Section 4.1.

15. Force Majeure

If either Party is rendered unable by force majeure to carry out its obligations under this Agreement, other than a Party's obligation to make payments to the other Party, that Party shall give the other Party prompt written notice of the event giving rise to force majeure with reasonably full particulars concerning it. Thereupon, the obligations of the Party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than the continuance of, the force majeure. The affected Party shall use all reasonable diligence to remove or remedy the force majeure situation as quickly as practicable.

16. Dispute Resolution Process

- 16.1 In the event that the applicable managers of the Parties cannot resolve an issue related to the nature or performance of the Services, the amount of the fees, costs or expenses in respect of the Services, or the interpretation of this Agreement within ten (10) Business Days of the date that written notice

of the disputed issue is received by the non-disputing Party from the disputing Party, then either Party may send a written notice of the dispute to the responsible executives to be escalated upward through the respective organizations of the Parties, to Director, Vice-President and/or President, for resolution within twenty-one (21) Business Days after the receipt by the applicable executive of the notice. If required, the President of the Service Provider shall make a final determination which shall be binding on the Parties. The Director of each of the Parties' Accounting Operations groups, or equivalent level of Finance personnel, shall facilitate this dispute resolution process.

- 16.2 Upon mutual agreement of the Parties, any dispute or issue of interpretation arising hereunder may be jointly referred for non-binding guidance or arbitration to an external facilitator with recognized expertise in the subject matter of the dispute or issue of interpretation.

17. Taxes and Tax Representations

- 17.1 Each of the Parties shall be responsible for the payment of all taxes, duties, levies, charges and contributions ("Taxes") for which the respective Party is liable as imposed by any appropriate government authority in connection with this Agreement. All fees paid or payable to the Service Provider are exclusive of any applicable value added or goods and service Taxes, or sales Taxes imposed on the sale of goods or the performance of services. Taxes imposed on the Service Recipient shall be separately stated and identified on each invoice issued by the Service Provider in compliance with appropriate tax laws or regulations. The Service Recipient shall provide the Service Provider with exemption documentation as required by the applicable governmental authority where exemption from Taxes is claimed.
- 17.2 If the Service Provider is assessed for any Taxes by any taxing jurisdiction attributable to the Services that was not previously charged by the Service Provider to the Service Recipient, the Service Recipient agrees to forthwith reimburse the Service Provider for such amount together with applicable interest and penalties, if any.
- 17.3 The Service Recipient shall withhold income and other Taxes from payments owing to the Service Provider to the extent that such withholding is required by applicable tax laws or regulations in the jurisdiction where the Services are performed.
- 17.4 In the event the Service Recipient is assessed for any non-resident withholding taxes payable, the Service Provider agrees to forthwith reimburse the Service Recipient for such amount together with applicable interest and penalties, if any.
- 17.5 The Service Provider will remit all amounts received by it from or on account of the Service Recipient for the payment of applicable Taxes to the appropriate governmental authorities in accordance with applicable laws.
- 17.6 The Service Provider represents and warrants that:
- (a) it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada); and

- (b) it is duly registered for the purposes of the *Excise Tax Act* (Canada) and will remain so registered during the term of this Statement for Services.

18. General

- 18.1 This Agreement is an agreement made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, without regard to principles of conflicts of laws that, if applied, might require the application of the laws of another jurisdiction. Subject to the terms of this Agreement and of applicable laws, the Parties agree to attorn to the jurisdiction of the Ontario Superior Court for the purpose of resolving any disputes that may arise out of this Agreement that are not to be dealt with in accordance with Article 16.
- 18.2 Without limiting Section 18.1, each Party hereby waives any and all rights to demand a trial by jury in any legal proceeding arising out of or related to this Agreement.
- 18.3 The provisions of this Agreement requiring performance or fulfilment after the termination of this Agreement, including Sections 3, 6, 10, 11, 12, 13, 14, 16, 18.1, 18.2, 18.3 and 18.6, and such other provisions as are necessary for the interpretation thereof and any other provisions hereof, the nature and intent of which is to survive termination of this Agreement, will survive the termination of this Agreement.
- 18.4 Each Party shall, from time to time, and at all times, do such further acts and execute and deliver all such further deeds and documents as shall be reasonably requested by each other Party in order to fully perform and carry out the terms of this Agreement.
- 18.5 The relationship among the Parties under this Agreement is limited to the purpose herein. Nothing in this Agreement shall be deemed to constitute, create or give effect to or otherwise recognize any partnership, joint venture, or formal business entity among the Parties under this Agreement.
- 18.6 Any notice, request, demand, direction or other communication required or permitted to be given or made under this Agreement to a Party shall be in writing and may be given by hand delivery to the Party to whom it is addressed or sent by electronic mail to such party at its address noted below or at such other address of which notice may have been given by such Party.

(a) **Service Provider:**

Enbridge Gas Inc.

Address: 500 Consumers Road
North York, ON
M2J 1P8
Attention: Law Department
Email: EGILawContracts@enbridge.com

(b) **Service Recipient:**

Gazifère Inc.

Address: 706 boul., Greber
Gatineau, Québec
J8V 3P8
Attention: Directeur Général / General Manager
Email: Jean-Benout.Trahan@gazifere.com

Any such electronic mail shall be deemed to have been received at the opening of business at the premises of such addressee on the first Business Day following the transmission of such notice.

- 18.7 This Agreement may be executed in counterparts, no one of which needs to be executed by the Parties. Each counterpart, including an electronic transmission of this Agreement, shall be deemed to be an original and shall have the same force and effect as an original. All counterparts together shall constitute one and the same instrument.
- 18.8 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors. This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 18.9 The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder”, and similar expressions refer to this Agreement and not to any particular section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles and sections are to articles and sections of this Agreement. Words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- 18.10 In the event that one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby. Each of the provisions of this Agreement is hereby declared to be separate and distinct.
- 18.11 No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
- 18.12 This Agreement constitutes the whole and entire agreement between the Parties respecting the subject matter of the Agreement and supersedes any prior agreement, undertaking, declarations, commitments, representations, verbal or oral, in respect thereof.

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Dated as of the date first written.

ENBRIDGE GAS INC.

Per: 

Malini Giridhar

Vice President, Business Development
& Regulatory

GAZIFÈRE INC.

Per: 
James E Sanders (Mar 10, 2021 08:02 EST)

James E. Sanders

President

SCHEDULE 1

SERVICES SCHEDULE dated January 1, 2020 to the INTERCORPORATE SERVICES AGREEMENT (the "Agreement") dated as of January 1, 2020 between ENBRIDGE GAS INC. ("Service Provider") and GAZIFÈRE INC. ("Service Recipient")

1.0 PREFACE

This Schedule identifies the services ("Services") to be provided to the **Service Recipient** by the **Service Provider**. This Schedule terminates and replaces any prior schedule for Services entered into by the parties.

The Services defined in this Schedule are to be provided to the Service Recipient for a period of four (4) years, commencing January 1, 2020 and ending December 31, 2023. The term of this Schedule may be extended for a period of one (1) year in accordance with Section 9.1 of the Agreement.

2.0 DEFINITION OF SERVICES

The Service Provider agrees to provide the Service Recipient with Services as may be required or advisable, from time to time, in order to operate and administer the business of the Service Recipient. Without limiting the generality of the foregoing, the Services may include Large Volume Customer, Business Development, Energy, Engineering, Executive, Fleet, Measurement, Operations, and Regulatory Services.

I. LARGE VOLUME CUSTOMER SERVICES

The Service Provider may provide the following, as required by the Service Recipient:

- Ongoing support to train the Service Recipient's personnel to manage large volume distribution customers and contracts;
- Downstream large volume advisory services which may include account managers for third parties;
- In relation to the Service Recipient's Large Volume Daily accounts, which are currently in the Metretek system, the Service Provider will field consumption inquiries and provide full investigation when necessary; and
- Provide the Service Recipient with all findings and assistance, when there are potential problems with the verifications process in the review of volumes in the verification process for large volume monthly accounts.

II. BUSINESS DEVELOPMENT SERVICES

The Service Provider may deliver the following, as required by the Service Recipient:

- Facilitate initial scoping of new projects including engineering, regulatory and legal aspects for strategic project development;
- Development and execution of commercial contracts and joint venture agreements;
- Facilitate financial model development and due diligence for projects and future development;
- Drive the approval process for strategic projects;
- Manage the development of project plans, coordinate schedules and report on investment; and
- Prepare input for capital and operational budgets for strategic projects.

III. ENGINEERING SERVICES

The Service Provider may provide the following, as required by the Service Recipient:

- Policy and Procedure development pertaining to Engineering Design, Planning, Construction, Pressure Regulation, Operations and Maintenance, Service, Quality Acceptance and Safety; and Module Development;
- Asset Management related services;
- Provision of specialized Engineering Services including Incident Investigation and follow up;
- Laboratory Services;
- Quality Assurance Activities;
- Project Management, System and Facility Design, Records Services;
- Training module development pertaining to Engineering Design, Planning, Construction, Pressure Regulation, Operations and Maintenance, Service, Quality Acceptance and Safety;
- Service, Construction, Operations and Maintenance Training;
- General Engineering, Design, Cost Estimating and Operations consulting;
- New Product Approvals;
- The Integrated Management System will support the Service Recipient in identifying alignment opportunities for the affiliate against the corporate Management System Framework (“MSF”) and supporting implementation and sustainment of IMS common processes by providing the following supports and / or services:
 - Supporting development of Operational Processes that incorporate the Service Recipient;
 - Project planning and reporting for the Service Recipient alignment project for MSF;
 - Documentation Updates to ensure the Service Recipient is captured in scope;
 - Gap Assessments to capture the Service Recipient alignment to the MSF;
 - Requirements Updates through the Requirements Management common process; and
 - Gas Distribution & Storage Top Management Committee meeting content.

Technical Engineering Policies & Procedures Services are provided to the Service Recipient at the 2019 rate increased by the Service Provider’s approved inflation rate on a yearly basis. The Service Provider will provide the Service Recipient with the approved inflation rate for 2022 and 2023 as soon as practicable after such rates are determined through the annual budgeting process.

- 2% inflation rate for 2020 = \$77,505
- 2% inflation rate for 2021 = \$79,055

Integrated Management System Services are provided to the Service Recipient at the 2019 rate, increased by the Service Provider’s approved inflation rate on a yearly basis. The Service Provider will provide the Service Recipient with the approved inflation rate for 2022 and 2023 as soon as practicable after such rates are determine through the annual budgeting process.

- 2% inflation rate for 2020 = \$7,756
- 2% inflation rate for 2021 = \$7,911

IV. EXECUTIVE SERVICES

Executives of the Service Provider will upon appointment, act as directors, officers, and/or advisors to the Service Recipient from time to time and will require administrative support to perform these duties. These services will be provided in compliance with all applicable laws and regulations governing the duties of directors and officers to business corporations.

V. FLEET SERVICES

The Service Provider may provide the following, as required by the Service Recipient:

- Management consulting services, policy recommendations and day-to-day management of fleet vehicles;
- Fleet fuel procurement management;
- Fleet administration management;
- Assist the Service Recipient in their compliance with the International Fuel Tax Agreement (“IFTA”) in the jurisdiction of the Province of Québec. On a quarterly basis:
 - Use Geotab to obtain kilometers travelled in the pertinent provinces for each vehicle in the IFTA program;
 - Use xcelerate to obtain the fuel quantity utilized in the pertinent provinces for each vehicle in the IFTA program;
 - Complete and submit the Revenu Québec fuel tax form; and
 - Provide copies of the submission to the Service Recipient and maintain documentation for seven (7) years; and
- Automobile insurance administration and accident repair management.

Fees and costs associated with the Fleet Services shall be charged to the Service Recipient at a rate of \$30.00 per month for each vehicle including all those active in service, on order or in process of being decommissioned, as shown on the approved fleet list. The Service Recipient is responsible for payment of monthly lease charges with no additional markup. Vehicle fuel, natural gas, diesel and gasoline, provided from the Service Provider facilities shall be priced at the prevailing market rate. The costs of goods or services from third parties will be included in the charges to the Service Recipient.

Invoices for Fleet Services provided under this Schedule shall be submitted to the Service Recipient once each calendar month and are payable in accordance with the schedule set out in Section 5 of the Agreement.

VI. MEASUREMENT SERVICES

The Service Provider may provide the following, as required by the Service Recipient:

- Meter History – The management of all active meter records as required by federal legislation contained in the *Electricity and Gas Inspection Act*. This would include the management of functions such as the sample and government inspection (GI) programs; and
- Meter Repair/Accreditation Meter Services – Which would include the management of the meter records, providing the meter company number for purchasing and new product introduction and processing in Maximo, along with any sealing activities required.

Additionally, the following Measurement Services may also be included:

- Handling meter readings for Metrotek accounts;
- Instrument Accreditation inspection temperature only;
- Instrument Accreditation inspection temperature and pressure;
- Rotary meter repair and Accreditation inspection;
- Doubtful meter test for 200/400 series meter;
- Doubtful meter test for 800 series meter;
- Doubtful meter test for Rotary meter;
- Turbine meter repair and inspection;
- Sample meter process; and
- GI meter process.

In addition to the Pricing and Conditions set out below, where it is difficult to determine the time spent providing meter history sampling, meter repairs and accreditation due to number of meters and employees providing the service, the Service Provider has completed a time study to determine the time spent by the Service Providers' employees performing a task on each service item.

Measurement costs will be provided to the Service Recipient as soon as practicable after such rates are determined through the annual budgeting process. Measurement Services' 2021 FAC Rates per service item are provided as Attachment 1.

VII. OPERATIONS SERVICES

The Service Provider may provide the following, as required by the Service Recipient:

- Project Management and Drafting Services;
- Cost estimating and operations consulting;
- Construction Maintenance Support;
- Inspection services (non 3rd party);
- Leak Survey, Corrosion Survey;
- Investigation Services (i.e. incidents, damages, & crossbores);
- Welding services;
- Stations Operations Inspection and Maintenance Services;
- Tapping and Stopping services;
- Electronic Recorders Monitoring and Maintenance;
- Right of Way services and Maintenance;
- Emergency Call services – including back up support and training;
- Sharing of qualified operations personnel for supervisory and performance standards inspection rotations;
- Business Process and Procedure development, support and implementation;
- Performance and Compliance, that consists of company industry reporting, dashboard and scorecard development, data mining and extraction, industry benchmark data, performance metrics, reporting and analytics, reporting software user support and teamsite configuration and workflow;
- Business System Support for CIS, GIS, and other systems;
- Work with Technical Training and Engineering to ensure Operational input and direction on technical procedures, training requirements, training material and implementation; and
- Evaluation and Implementation of new technology.

In addition to the above, Service Recipient and Service Provider will provide emergency on-call services to each other through an equal sharing of qualified Operations personnel for supervisor and performance standards inspections rotations. Neither party shall charge the other party for these services, provided that the shared personnel from each of the parties are providing the services for a substantially equivalent amount of time, as reasonably determined by the parties. If either party determines that its personnel are performing a larger proportion of the services than the other party, they may issue a charge to the other party for that additional proportion of work being performed. Such charge shall be consistent with the rates set out in Section 6 – Pricing and Conditions.

VIII. REGULATORY SERVICES

The Service Provider may provide regulatory policy/strategy advice and regulatory research, business and rate analysis, case management support and legislative/regulatory issues tracking, as required by the Service Recipient. The Service Provider will maintain current knowledge with respect to the legislation, regulations, regulatory decisions and other industry information relevant to the Service Recipient.

The Service Provider will supply quality, cost-effective regulatory services using internal resources and, with the approval of the Service Recipient, external legal counsel and consultants as required. The Service Provider will be responsible to supervise the quality and cost of outside services to support and assist the Service Recipient in attaining its regulatory objectives.

The Service Recipient shall provide the Service Provider with all requested supporting documentation required for the Services, without limitation to conduct the Working Cash Allowance, Fully Allocated Cost of Service Study and Rate Design proposal.

3.0 ROLES AND RESPONSIBILITIES

As required the Service Provider will make reasonable efforts to:

- Deliver all Services and documentation within agreed timeframes and provide the quality and completeness specified by the Service Recipient;
- Attend, conduct, and/or lead meetings or hearings for the Service Recipient;
- Track and advise on business and governance matters as they relate to the Service; and
- Support the goals and requirements of the Service Recipient.

As required the Service Recipient will:

- Be responsible for designating the nature of the required Services and verifying that the results achieved by the Service Provider are satisfactory;
- Provide direction, supporting documentation, communicate desired timeframes, and budgets;
- Communicate, in a timely manner, changes to scope and timing; and
- Provide feedback as required to the Service Provider on the need for any changes or enhancements to the Services.

4.0 PERFORMANCE MEASURES

The Service Recipient and Service Provider will review and agree to performance measures as appropriate to the Services. The performance measures may include but are not limited to:

- Annual scorecard metrics;
- Monthly or quarterly reviews and/or update meetings;
- On-going progress communications including any changes to scope and timing of the service;
- Meet all agreed timeframes, performance thresholds, and deliverable quality;
- Project completion quality reviews which include measurement against agreed upon quality expectations as well as costs and time required for delivery;
- Track progress against schedule, budget, scope and quality using the statement of work as the baseline for measurement; and
- Discuss remedies for when performance measures are unable to be met.

5.0 PROBLEM RESOLUTION PROCEDURES

Any concerns with respect to the performance of the Services should be brought to the attention of the Service Provider VP responsible for those Services if they cannot be resolved with the staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures set forth in the Agreement will be followed.

6.0 PRICING AND CONDITIONS

Unless otherwise indicated, these Services will be charged on an hourly basis at the fully allocated cost rate of the Service Provider personnel performing the services to be updated annually by the Service Provider upon written notice to the Service Recipient as soon as practicable after such rate is determined through the annual budgeting process. The 2021 fully allocated cost rate table is provided as Attachment 2.

This amount excludes any reasonable out of pocket expenses, which will be charged at cost. The costs of goods or services from third parties obtained to address special technical requirements or fulfill a special request of the Service Recipient will be borne separately by and agreed upon in advance with the Service Recipient. Non-labour related costs such as materials and supplies, transportation and travel will be billed to the Service Recipient.

If the Service Provider will need to incur overtime to complete a service for the Service Recipient, the Service Provider must have approval from the Service Recipient prior to performing the service. The applicable Enbridge overtime policy will be followed.

Services provided hereunder shall be charged, and payment notices sent, as services are rendered. Payments for services rendered are due in accordance with the schedule set out in Section 5 of the Agreement.

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Dated as of the date first written above.

ENBRIDGE GAS INC.

Per: 

Malini Giridhar

Vice President, Business Development &
Regulatory

GAZIFÈRE INC.

Per: 
[James E Sanders \(Mar 10, 2021 08:02 EST\)](#)

James E. Sanders

President

Gazifère Inc.
2021 System Measurement Costs

	<u>Service Provided</u>	<u>Cost</u> (hourly or unit)
1	Product audit 200/400 without AMR	747.92
2	Product audit 200/400 with AMR	800.42
3	Product audit for AMR Instruments	52.50
4	Instrument Accreditation Inspection Temperature Only	175.00
5	Instrument Accreditation Inspection Temperature & Pressure	218.75
6	Rotary Meter Repair and Accreditation Inspection	215.88
7	Doubtful Meter Test For 200/400 Series Meter	170.26
8	Doubtful Meter Test For 800 Series Meter	178.51
9	Doubtful Meter Test For Rotary Meter	406.01
10	Removing AMR Instrument From Meter	38.50
11	Records Upload /Stock Set Up / Transfer	262.50
12	Turbine Meter Repair and Inspection	\$2,200 avg. cost
13	Sample Meter Process	33.67
14	GI Meter Process	0.09



Enbridge Gas Inc.
2021 Fully Allocated Cost Hourly Rates for Intercorporate Services Agreements

Salary Grade	2021 Hourly Rate
Union	\$111
E310	\$98
E320	\$101
E400	\$106
E410	\$114
E420	\$123
E500	\$136
E510	\$150
E600	\$191
E700	\$312
E800	\$488
E810	\$888

ICMOtherContract_227

Final Audit Report

2021-03-10

Created:	2021-03-09
By:	Enbridge Contracts (Contract_Admin_ESig@enbridge.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK41MG5p2I_msV9O9i76FANQy8CfW2VO7

"ICMOtherContract_227" History

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-  Document emailed to James E Sanders (jim.sanders@enbridge.com) for signature
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-  Email viewed by James E Sanders (jim.sanders@enbridge.com)
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-  Document e-signed by James E Sanders (jim.sanders@enbridge.com)
Signature Date: 2021-03-10 - 1:02:59 PM GMT - Time Source: server- IP address: 198.162.78.5
-  Document emailed to Malini Giridhar (malini.giridhar@enbridge.com) for signature
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Signature Date: 2021-03-10 - 2:15:08 PM GMT - Time Source: server- IP address: 184.147.22.91
-  Agreement completed.
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