

NOVA SCOTIA ENERGY BOARD

IN THE MATTER OF: *The Public Utilities Act*, R.S.N.S. 1989, c.380 as amended

- and -

IN THE MATTER OF: An Application by Nova Scotia Power Inc. for Approval of Certain Revisions to its Rates, Charges and Regulations, filed September 18, 2025.

UNDERTAKING

I, _____,
of _____,
representing _____

_____ (the “Designated Recipient”), hereby undertake and agree to abide by all the terms attached in Schedule “A” hereto.

DATED at _____, this ____ day of _____, 2025.

Signed: _____

Print Name: _____

Email Address: _____

Schedule "A"

1. NS Power will provide Designated Confidential Information, as defined herein, to the Designated Recipient as defined in the undertaking to which this schedule is attached.
2. Designated Confidential Information shall consist of material, whether printed or electronic, which has been designated by NS Power as confidential information, including proprietary information received from consultants of NS Power, and other commercially sensitive information. This includes information which has been filed with the Nova Scotia Energy Board ("the Board") in confidence on the date of filing the Application, subject to confirmation by the Board, and any further material that may be filed with the Board in confidence whether in response to future Information Requests or otherwise, and whether printed or electronic. Without limiting the foregoing, and subject to confirmation by the Board the redacted portions of the documents listed in Schedule "B" following are deemed to be Designated Confidential Information.

Designated Confidential Information shall also include any explanation or other information provided by NS Power to a Designated Recipient concerning the foregoing and which has been identified by NS Power as confidential at the time it is initially provided, whether printed or electronic. Designated Confidential Information shall also include any password or other information necessary to access electronic copies of Designated Confidential Information.

3. Unless disclosure is required by law, access to Designated Confidential Information shall be restricted to the individual who has signed the undertaking to which this schedule is attached.
4. As a condition precedent to receiving Designated Confidential Information, the Designated Recipients shall sign the undertaking to which this schedule is attached.

5. No Designated Confidential Information furnished by NS Power shall be given or communicated to persons other than the Designated Recipients. For greater certainty, no Designated Confidential Information shall be provided to the clients of the Designated Recipient, to other Intervenors or to employees, officers or members of Intervenors.
6. NS Power shall make the Designated Confidential Information (including copies if necessary) available to the Designated Recipient for review at its head office. No documentation shall be removed from NS Power's premises without the consent of NS Power. The Designated Recipient may take such notes as may be necessary solely for the purposes of this proceeding. Such notes shall be treated as Designated Confidential Information.
7. Where a reference to Designated Confidential Information is required in pre-filed testimony, briefs, other legal documents or arguments, such reference shall be by citation of title or exhibit number only or by some other non-confidential description which protects the confidentiality of the information. In such circumstances, counsel and other designated persons shall make every reasonable effort to preserve the confidentiality of the information provided by NS Power. It is expected the Board may draw upon all Designated Confidential Information in the record in the deliberation of any decision or order it may issue, but the Board will avoid the reproduction in its decision of any Designated Confidential Information, unless it has otherwise ruled that the Designated Confidential Information is not to remain confidential.
8. Where an Intervenor files any testimony or submission which contains Designated Confidential Information, the testimony must be filed on a confidential basis and the Designated Confidential Information must be specifically identified as such. In addition, the Designated Recipient will not object to the Board sitting *in Camera* to hear such evidence if requested by NS Power.
9. Should any appeal or challenge to the Board's decision in this proceeding be taken, any portions of the record which have been designated or agreed to be confidential shall be forwarded to the court in accordance with applicable laws and procedures but under seal and designated confidential.
10. (a) Unless otherwise precluded by law, within 30 days after the Board has reached a final decision in this proceeding, each person to whom Designated Confidential Information has been provided shall return to NS Power such Designated Confidential Information and shall destroy all documents, notes and other materials containing or reflecting, directly or indirectly, Designated Confidential

Information, whether printed or electronic, and shall provide an affidavit of compliance to NS Power respecting same.

- (b) Notwithstanding paragraph 10(a), all members in good standing of the Nova Scotia Barrister's Society ("Counsel") who sign this Undertaking will be relieved from the requirement to destroy Designated Confidential Information. Counsel may maintain possession of all personal documents, notes or other material containing or reflecting Designated Confidential Information that belong to clients of Counsel or to advisors or consultants to Counsel. Counsel may return all such information and documentation to the client, advisor or consultant once a new Undertaking has been signed by the client, advisor or consultant in any new NS Power regulatory proceeding.
- (c) The use of Designated Confidential Information from any rate case or other proceeding will be solely in relation to regulatory proceedings involving NS Power, before the Board.

Schedule “B”

Direct Evidence

1)	Partially Confidential Appendix 05A
2)	Confidential Appendix 05B
3)	Partially Confidential Appendix 07A
4)	Partially Confidential Appendix 07C
5)	Partially Confidential Appendix 07D
6)	Board Partially Confidential Appendix 07E
7)	Partially Confidential Appendix 8C
8)	Partially Confidential Appendix 12A
9)	Partially Confidential Appendix 12C

Studies and Reports

1)	Partially Confidential SR-01 Attachment 2
2)	Partially Confidential SR-01 Attachment 3
3)	Partially Confidential SR-01 Attachment 6
4)	Partially Confidential SR-02 Attachment 1

Organization Profile

1)	Partially Confidential OP-01 Attachment 5
2)	Confidential OP-05 Attachment 1
3)	Confidential OP-05 Attachment 2
4)	Partially Confidential OP-06 Attachment 1
5)	Partially Confidential OP-06 Attachment 2
6)	Confidential OP-08 Attachment 1
7)	Confidential OP-12 Attachment 3

Financial Outlook

1)	Partially Confidential FOR-01 Attachment 1
2)	Partially Confidential FOR-02 Attachment 1
3)	Partially Confidential FOR-03 Attachment 1
4)	Partially Confidential FOR-04 Attachment 1
5)	Partially Confidential FOR-05 Attachment 1
6)	Partially Confidential FOR-06 Attachment 1

7)	Partially Confidential FOR-07 Attachment 1
8)	Partially Confidential FOR-08 Attachment 1
9)	Partially Confidential FOR-11 Attachment 1
10)	Partially Confidential FOR-12 Attachment 1
11)	Partially Confidential FOR-13 Attachment 1
12)	Partially Confidential FOR-14 Attachment 1

Rate Base

1)	Partially Confidential RB-01 Attachment 1
2)	Partially Confidential RB-02-RB-16 Attachment 1
3)	Confidential RB-02-RB-16 Attachment 2

Depreciation and Amortization Expense and accumulated reserves

1)	Partially Confidential DA-02 Attachment 1
2)	Partially Confidential DA-03 Attachment 1
3)	Partially Confidential DA-04 Attachment 1

Operating Revenues

1)	Partially Confidential OR-05
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Operating Expenses

1)	Confidential OE-01A Attachment 1
2)	Confidential OE-01A Attachment 2
3)	Confidential OE-01A Attachment 3
4)	Confidential OE-01C Attachment 1
5)	Confidential OE-01C Attachment 2
6)	Confidential OE-01D Attachment 1
7)	Confidential OE-01E Attachment 1
8)	Confidential OE-01F Attachment 1
9)	Confidential OE-01H Attachment 1
10)	Confidential OE-01I Attachment 1

11)	Confidential OE-01J Attachment 1
12)	Confidential OE-01K Attachment 1
13)	Confidential OE-01L Attachment 1
14)	Partially Confidential OE-01M
15)	Confidential OE-01N Attachment 1
16)	Confidential OE-01Q Attachment 1
17)	Partially Confidential OE-01R Attachment 1
18)	Partially Confidential OE-02-OE-09 Attachment 1
19)	Partially Confidential OE-10 - OE-11 Attachment 1
20)	Confidential OE-12 Attachment 1

Capital Structure

1)	Partially Confidential CS-01-CS-03 Attachment 1
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