NOVA SCOTIA ENERGY BOARD

IN THE MATTER OF:	The More Access to Energy Act, SNS 2024, c.2, Sch. B, (the "Act")
	-and-
IN THE MATTER OF:	An application by the Nova Scotia Independent Energy System Operator for an Order or Orders made pursuant to Section 29 of the Act for the review of its proposed expenditure and revenue requirements and the fees it proposes to charge for the fiscal year between April 1, 2027 and March 31, 2028

CONFIDENTIAL 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 _____, 2026

Signed: _____

Print Name: _____

Email Address: _____

_____

Initials

Schedule "A"

1. IESO Nova Scotia 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 IESO Nova Scotia as confidential information, including proprietary information received from consultants of IESO Nova Scotia, 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, subject to confirmation by the Board, and any further material that may be filed with the Board in confidence whether printed or electronic. Without limiting the foregoing, and subject to confirmation by the Board, the following categories of information contained within the 2027/2028 Revenue Requirement and Fees Application are deemed to be Designated Confidential information:
    a. Commercially sensitive cost information which has been identified by IESO Nova Scotia to be confidential and confirmed to be confidential by the NSEB.
    b. Personal compensation information of employees of IESO Nova Scotia to be confirmed by the NSEB.

    Designated Confidential Information shall also include any explanation or other information provided by IESO Nova Scotia to a

Designated Recipient concerning the foregoing and which has been identified by IESO Nova Scotia 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 IESO Nova Scotia 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. 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 IESO Nova Scotia. 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.

7. 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 IESO Nova Scotia.
8. 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.
9.
    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 IESO Nova Scotia 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 IESO Nova Scotia respecting same.

b. Notwithstanding paragraph 9(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 IESO Nova Scotia regulatory proceeding.
c. The use of Designated Confidential Information from any proceeding will be solely in relation to regulatory proceedings involving IESO Nova Scotia, before the Board