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: NS Power's Application for 2027 Annually Adjusted Rates (AAR)

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 _____, 202__.

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 following is Designated Confidential information for this proceeding:

   (a) Application;
   (b) Appendices A2, A3, A5, A6, and A7;
   (c) Appendix D; and
   (d) Appendix E3.

   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. 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.

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 NS Power.

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 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 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 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.

_____
Initials