

THIS AGREEMENT made this 23<sup>rd</sup> day of July, 2015

**BETWEEN:**

**CENTRA GAS MANITOBA INC.,**  
(called "Centra")  
of the first part,

- and -

Gloria Desorcy  
(called the "Confidant")  
of the second part.

**WHEREAS** on May 25 and June 12, 2015, Centra filed a Cost of Gas Application ("**Application**") with the Public Utilities Board of Manitoba ("**Board**"), which Application was filed partially in confidence pursuant to Rule 13 of the Board's Rules of Practice and Procedure;

**AND WHEREAS** the Board has approved registered Interveners for the review of the Application (the "**Proceeding**"), legal counsel for which Interveners are entitled to obtain access to information filed in confidence upon the execution of an Undertaking of Confidentiality to the Board in a form approved by the Board.

**NOW THEREFORE IN CONSIDERATION OF** the sum of Ten (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **ARTICLE 1 DEFINITIONS**

In this Agreement:

"**Confidential Information**" means any information relating to the Application that has been filed with the Board in confidence pursuant to Rule 13 of the Board's Rules of Practice and Procedure, save and except information filed pursuant to Rule 13 for which the Board has rejected Centra's claim for confidentiality and which has been placed on the public record.

"**Permitted Uses**" has the meaning set forth in Article 2 below.

"**Person**" shall be broadly interpreted to include, without limitation, any corporation, partnership, other entity, or individual.

**“Reverse Engineer”** means to discover, synthesize or otherwise recreate the Confidential Information following a detailed examination.

**“Third Party”** means any Person other than Centra, the Confidant, other Confidants who have signed Non-Disclosure Agreements, the Panel, the Board’s Executive Director and Board Staff, any legal counsel of record for the Board or for registered interveners that has signed an Undertaking of Confidentiality in respect of the Application, and any non-staff advisors to the Panel who have signed a non-disclosure agreement.

#### **ARTICLE 2 PERMITTED USES**

The Confidant may use Confidential Information for the following purposes (called **“Permitted Uses”**):

- (a) To carry out critical analysis, form conclusions, and advise Intervener legal counsel who have signed an Undertaking of Confidentiality regarding the subject matter of the Application.
- (b) To prepare a report suitable for filing on the public record of the proceeding and testify on the public record of the proceeding. Without the consent of the Board obtained in advance, the Confidant shall not include in the report or testimony any Confidential Information or any information that would enable a Third Party to Reverse-Engineer Confidential Information. To the extent that the Confidant relies upon Confidential Information to arrive at a conclusion, the Confidant may include in the Report or testimony information at a level of summary and aggregation which will not disclose Confidential Information or enable a Third Party to reverse-engineer Confidential Information, subject always to the Confidant providing a redacted Report on the public record and a complete report in confidence to the Board and/or testifying in camera where Confidential Information is discussed.

#### **ARTICLE 3 CONFIDENTIALITY**

Except as specifically provided in Article 2 above (Permitted Uses), the Confidant shall:

- (a) Keep the Confidential Information in the strictest confidence;
- (b) Not disclose Confidential Information to any Third Party without the prior written consent of Centra;
- (c) In the case of a disclosure to a Third Party with the prior written consent of Centra, obtain from the Third Party an undertaking or confidentiality agreement satisfactory in form to the Board and Centra on terms no less restrictive than those in this Agreement;
- (d) Take prudent, reasonable steps to protect Confidential Information in its possession from inadvertent disclosure; and
- (e) At the conclusion of the Proceeding and following a request from the Board to do so, destroy, or return to Centra under the direction of the Board, all copies in all formats of Confidential Information in the Confidant’s possession. For purposes

of this paragraph the conclusion of the Proceeding is the date on which the period for filing a motion to review and vary or motion for leave to appeal of the Board's final order in respect of this Proceeding expires or, if a motion to review and vary or motion for leave to appeal is filed, upon issuance of a final decision by the Board or the court of competent jurisdiction from which no further review or appeal can or has been taken.

If the Confidant so chooses, they may solicit Centra's comments on particular documents that are in the process of being prepared in the interests of avoiding inadvertent disclosures.

#### **ARTICLE 4 COMPELLED DISCLOSURE**

In the event that the Confidant, or a Third Party referred to in Article 3(c) above, receives notice indicating that they may or shall be legally compelled to disclose any of the Confidential Information, the Confidant shall provide Centra with prompt notice so that Centra may at Centra's sole discretion seek a protective order or other appropriate remedy.

The Confidant and any such Third Party shall cooperate fully with Centra protecting the confidential and proprietary nature of the Confidential Information sought to be compelled to be disclosed, including providing assistance to Centra in the prosecution and defense of any action(s) or proceeding(s) brought or made in respect of such matters.

In the event that such protective order or other remedy is not obtained, or that Centra waives compliance with the provisions of this Agreement, the Confidant or Third Party shall furnish only that portion of the Confidential Information in respect of which it shall be legally required to disclose.

#### **ARTICLE 5 FURTHER COVENANTS**

The Confidant shall:

- (a) use the Confidential Information only for the Permitted Uses and for no other purpose whatsoever; and
- (b) not use or reverse engineer Confidential Information for personal gain in any fashion, other than for the receipt of compensation for his or her participation in this proceeding.

#### **ARTICLE 6 NO LICENCE**

The Confidant agrees that the Confidential Information is the property of Centra, its contractual counterparties and domestic customers, and the Confidant shall not contest or challenge any of their rights in or to any Confidential Information. The Confidant does not receive any right, title or interest of any nature whatsoever in or to any Confidential Information.

#### **ARTICLE 7 CONTINUING OBLIGATION**

This Agreement is effective upon execution by both parties, and the obligations of Confidant under this Agreement shall not terminate but shall continue without limitation of time.

#### **ARTICLE 8 EQUITABLE REMEDIES**

In the event of a breach, or threatened breach, of this Agreement by the Confidant, the parties agree that the harm suffered by Centra may not be compensable by monetary damages alone

and, accordingly, that Centra shall, in addition to any other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach.

#### ARTICLE 9 NOTICES

Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be delivered to:

a) **Centra:**

Manitoba Hydro  
360 Portage Avenue (22)  
Winnipeg, Manitoba R3C 0G8  
Attn: VP General Counsel and  
Corporate Secretary  
Fax: (204) 360-6147

b) **Confidant:**

Go Darcy and Deacon LLP  
2200 - One Lombard Place  
Winnipeg MB R3B 0X7

or such other addresses as either party may notify the other of in writing. Notices may be given by personal service or fax transmission. Any notice given by personal service shall be deemed to have been effectually given and received at the date and time of actual delivery. Any notice sent by fax transmission shall be deemed to have been effectually given and received on the next business day following transmission.

#### ARTICLE 10 INTERPRETATION AND ENFORCEMENT

This Agreement shall be subject to, interpreted, performed and enforced in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement is resident of or domiciled in any other province, state, or country. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Court of Queen's Bench of Manitoba, Winnipeg Centre. The recitals hereof form an integral part of this Agreement. Section headings in this Agreement are for the convenience of the parties only, and shall not affect the interpretation of this Agreement.

#### ARTICLE 11 SEVERABILITY

If any provision in this Agreement is illegal, invalid or unenforceable at law, it shall be deemed to be severed from this Agreement and the remaining provisions shall continue in full force and effect. The parties agree that they shall endeavor to replace any such severed provision with a new provision which achieves substantially the same practical effect and which is valid and enforceable.

#### ARTICLE 12 WAIVER

No failure or delay by Centra in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any provision of this Agreement, or a breach thereof, shall be effective unless it is in writing and signed by the party waiving the provision or the breach thereof.

**ARTICLE 13 ASSIGNMENT**

Confidant shall not assign this Agreement without the prior written consent of Centra. No assignment of this Agreement shall operate so as to relieve Confidant from any obligation of this Agreement.

**ARTICLE 14 FURTHER ACTS AND ASSURANCES**

Each of the parties shall, from time to time, do all acts and things and execute from time to time all such further documents and assurances as may be necessary to carry out and give effect to the terms and conditions of this Agreement.

**ARTICLE 15 FAX EXECUTION**

This Agreement may be executed in any number of counterparts, including counterparts signed by fax, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied and/or fax copy of this Agreement bearing the signature of each party, in a single document or counterparts thereof as provided herein, shall be deemed an original execution version of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement on the date first above written.

**CENTRA GAS MANITOBA INC.**

Per: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[CONFIDANT]**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**[INDIVIDUAL NAME]**