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February 8, 2019

VIA RESS, EMAIL and COURIER

Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street, Suite 2700
Toronto, Ontario, M4P 1E4

Dear Ms Walli:

**Re: Enbridge Gas Distribution Inc. ("Enbridge")
EB-2018-0319 – Open Bill Access Services
Interrogatory Responses**

In accordance with the Ontario Energy Board's (the "Board") Procedural Order No. 1 for the above noted proceeding, enclosed please find Enbridge's interrogatory responses.

The submission has been filed through the Board's RESS and will be available on the Enbridge website at: www.enbridgegas.com/ratecase.

Please contact the undersigned if you have any questions.

Yours truly,

(original signed)

Stephanie Allman
Regulatory Coordinator

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff ("Staff")

Interrogatory

Billing Fees Increase

Ref: Exhibit B – Tab 1 – Schedule 1, p. 2

Enbridge stated that the Billing Fees for 2019 and 2020 will be based on the Billing Fees applicable at the end of 2018, subject to annual increases equal to the annual percentage change in the Canadian Consumer Price Index (CPI).

- a) Please provide the following: the proposed CPI for 2019; the method used to calculate the CPI; and the source of the data for the CPI.
- b) Please provide the CPI used from 2014 to 2018.
- c) Please provide a table of all the Billing Fees over the last five years.

Response

- a) The proposed CPI for 2019 is 1.7%. This value was calculated pursuant to the methodology set out at Appendix B of the updated OBA Contract. Appendix B of the updated OBA Contract can be found at Exhibit B, Tab 1, Schedule 1, Attachment 2, page 57 of 80. Specifically, the proposed CPI for 2019 was determined utilizing the methodology set out under the heading "Billing Fee Adjustment" of Appendix B of the updated OBA contract. That provision permits EGI to increase the Billing Fee by an amount equal to the change in CPI, All Items (as published by Statistics Canada), with a maximum increase of 2.5% per year.
- b) Please see the table below for the CPI used from 2014 to 2018.

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
CPI	0.90%	2.00%	1.40%	1.20%	2.10%

- c) Please see the table below for the Billing Fees applicable to the last five years.

	<u>Actual</u> <u>2014</u>	<u>Actual</u> <u>2015</u>	<u>Actual</u> <u>2016</u>	<u>Actual</u> <u>2017</u>	<u>Actual</u> <u>2018</u>
Fee per Shared Bill	\$0.9490	\$0.9680	\$0.9820	\$0.9940	\$1.0150
Fee per Standalone Bill	\$2.1760	\$2.2200	\$2.2510	\$2.2780	\$2.3260
Fee per Bill Insert	\$0.0600	\$0.0600	\$0.0600	\$0.0600	\$0.0600

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff ("Staff")

Interrogatory

Ongoing Operation of Open Bill Access

Ref: Exhibit B – Tab 1 – Schedule 1- Attachment 1, p. 7-8

The settlement agreement stated the following:

"Enbridge should be evaluated for each year from 2016 to 2018 on the level of market participation within the Bill Insert program. In the event that any one Bill Insert customer provides more than 75% of the Bill Insert revenues during any of those years, then Enbridge will either discontinue the Bill Insert program, or make application to continue the Bill Insert program in a manner that will allow it to obtain greater market participation."

- a) Please provide the percentage of Bill Insert revenues from the largest customer within the Bill Insert program for 2016 to 2018.
- b) If the largest customer's Bill Insert revenue is more than 75% of the Bill Insert revenues does Enbridge plan to continue the Bill Insert program?
- c) Has there been any changes to the rules and procedures related to the Bill Inserts since the 2014 OBA settlement agreement?

Response

- a) The percentage of Bill Insert revenues from the largest customer utilizing the Bill Insert program for 2016 to 2018 is set out in the table below. As can be seen, 2018 is the first year when the largest customer contributed more than 75% of Bill Insert revenues.

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Bill Insert Largest Customer %	61%	49%	96%

- b) The Company has no plans to discontinue the Bill Insert program. The Company believes that the Bill Insert program provides opportunity to any party to

communicate with customers, on a system-wide or more narrow basis. Enbridge recognizes that the Bill Insert program has been underused in recent years, and is open to discussions about how to expand participation in the program.

- c) There has been no change in the rules and procedures related to the Bill Insert programs since the 2014 OBA Settlement Agreement was developed and approved by the Board.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff ("Staff")

Interrogatory

Financial Consequences of the OBA Program

Ref: Exhibit B – Tab 1 – Schedule 1- Attachment 1, p. 8

Ref: Exhibit B – Tab 1 – Schedule 1- Attachment 1, p. 11

The settlement agreement stated the following:

"All parties have agreed that the base credit amount of \$5.389 million each year for ratepayers from the net revenues from the OBA program will continue for the years from 2014 to 2018, subject to adjustment through the Open Bill Revenue Variance Account. There will, however, be an update to the contractual mechanism by which Billing Fees to be charged for billing services each year are determined, and updates to the costs to be included for the purpose of determining OBA program net revenues. The terms of the Open Bill Revenue Variance Account will remain unchanged. The agreement in relation to the financial consequences of the OBA program runs until the end of 2018. It will be incumbent on Enbridge to seek approval of financial consequences for future years as part of a future rate or other proceeding."

- a) Please provide a table of the yearly actual revenue, costs, net revenues, and Enbridge's earnings share for the Billing Services from 2014 to 2018.
- b) Please compare the actual costs of providing the Billing Services to the costs set out in attachment 1 p. 11 for Billing Services from 2014 to 2018 and comment on the variances.
- c) Please provide the methodology for calculating the "cost per shared bill", "cost per standalone bill", and "bill insert cost per bill" shown in attachment 1 p.11.
- d) Has Enbridge achieved any cost efficiencies in operating the program since 2007.
- e) Please provide a forecast of the revenue, costs, and net revenues for the Billing Services in 2019 and 2020.
- f) Please provide the closing balances of the Open Bill Revenue Variance Account for 2014 to 2018.

Response

- a) and b) Tables 1 to 4 attached to this response (Attachment 1) set out the results of the OBA program.

Table 1 sets out the OBA program results from 2007 to 2012, using the actual expenses for each year.

Table 2 sets out the results from 2013 to 2018, using the approved expenses pursuant to the Open Bill Settlement Agreements in effect in the relevant year.

Table 3 sets out the OBA program results from 2013 to 2018, using the actual expenses for each year. Actual costs reflect direct expenses such as contact center, back-office, collections (through Accenture), program staff and bad debt. Under this approach, certain overhead costs that are already reflected in the Company's operations are not included in the OBA program expenses. An example of these costs is CIS costs, which are included in Table 1, but not in Table 2. Note that there are no direct costs associated with the Bill Insert program.

Table 4 sets out the difference between approved and actual OBA program expenses for each year from 2013 to 2018.

- c) An independent consultant, InQvis, was hired to perform a comprehensive analysis to determine the fully allocated cost of the OBA Program. The methodology used to determine the unit costs for Billing Services and Bill Inserts (which are set out in the 2014 Settlement Agreement, at Exhibit B, Tab 1, Schedule 1, Attachment 1, page 11 of 147) was taken from the InQvis study filed with the 2014 OBA Settlement (EB-2013-0099, Exhibit B, Tab 1, Schedule 1, Appendix D). A copy of the InQvis study is attached to this response (Attachment 2) for ease of reference.
- d) The main efficiency has been the program staff required to operate the OBA program. It was originally envisioned that the staff required to operate the program would increase as Billers were added. The program has operated with a small team of staff even as the program has grown to well over 100 Billers.
- e) The table below provides a forecast of the revenues, costs and net revenues for the OBA program for 2019 and 2020. Please note that the Billing Services projections are derived assuming the same number of bills for 2018 to 2020, with the billing fees and cost per bill each increased by 1.7% each year (which is the actual increase in CPI for 2019, as explained in the response to Staff Interrogatory #1, found at Exhibit I.B.EGI.STAFF.1).

	<u>2019</u>	<u>2020</u>
Total Revenues Open Bill	\$ 21,286,300	\$ 21,648,168
Total Revenues Bill Insert	\$ 120,000	\$ 120,000
	<u>\$ 21,406,300</u>	<u>\$ 21,768,168</u>
 Total Expenses Open Bill	 16,154,402	 16,429,027
Total Expenses Bill Insert	30,307	30,822
	<u>16,184,708</u>	<u>16,459,848</u>
 Net Revenues	 <u>\$ 5,221,592</u>	 <u>\$ 5,308,319</u>

- f) Balances in the Open Bill Revenue Variance Account were zero for each year from 2014 up to and including 2018. This is because the net revenues from the OBA program were never beyond the “deadband” thresholds (less than \$4.389 million, or more than \$7.389 million).

Table 1 - Open Bill results for 2007 to 2012

	Actuals					
	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Revenues						
Open Bill						
Operating						
Shared Bills	\$ 13,175,844	\$ 13,381,143	\$ 13,833,665	\$ 14,929,416	\$ 15,110,196	\$ 15,446,658
Standalone Bills	\$ 709,411	\$ 860,285	\$ 916,805	\$ 985,731	\$ 976,596	\$ 930,602
Other Rev-Trust	\$ -	\$ -	\$ -	\$ 275,000	\$ 300,000	\$ 306,593
Ex-Franchise	\$ -	\$ -	\$ 230,482	\$ 915,612	\$ 983,087	\$ 608,017
	<u>\$ 13,885,255</u>	<u>\$ 14,241,428</u>	<u>\$ 14,980,953</u>	<u>\$ 17,105,759</u>	<u>\$ 17,369,879</u>	<u>\$ 17,291,869</u>
- Bad Debt Recovery	\$ 1,979,176	\$ 2,119,294	\$ 2,189,573	\$ 2,686,892	\$ 2,692,884	\$ 3,081,057
- Ex-franchise Postage Recovery	\$ -	\$ -	\$ 90,313	\$ 252,943	\$ 302,228	\$ 182,009
Total OBA Revenues	<u>\$ 15,864,431</u>	<u>\$ 16,360,722</u>	<u>\$ 17,260,839</u>	<u>\$ 20,045,594</u>	<u>\$ 20,364,991</u>	<u>\$ 20,554,935</u>
Bill Insert						
Operating	\$ 668,185	\$ 484,158	\$ 327,227	\$ 218,378	\$ 184,498	\$ 129,417
Total OBA & Bill Insert Revenues	<u>\$ 16,532,616</u>	<u>\$ 16,844,880</u>	<u>\$ 17,588,066</u>	<u>\$ 20,263,972</u>	<u>\$ 20,549,489</u>	<u>\$ 20,684,352</u>
Expenses						
Open Bill						
Postage (Standalone Bills)	\$ 255,368	\$ 309,984	\$ 291,579	\$ 279,170	\$ 263,088	\$ 261,305
Postage (Ex-franchise Bills)	\$ -	\$ -	\$ 90,313	\$ 252,943	\$ 302,858	\$ 182,009
Accenture Charges	\$ 6,861,441	\$ 7,200,722	\$ 7,909,691	\$ 8,684,741	\$ 9,403,843	\$ 9,624,830
Accenture CIS Charges	\$ 344,492	\$ 351,986	\$ 267,271	\$ -	\$ -	\$ -
Bad Debt (Allocation)	\$ 1,979,176	\$ 2,119,294	\$ 2,183,271	\$ 2,686,892	\$ 2,691,760	\$ 3,081,229
Support	\$ 196,853	\$ 201,128	\$ 214,091	\$ 406,170	\$ 405,656	\$ 326,613
Other	\$ -	\$ 245,649	\$ 6,765	\$ 253,840	\$ 294,791	\$ 217,047
Total OBA Expenses	<u>\$ 9,637,330</u>	<u>\$ 10,428,763</u>	<u>\$ 10,962,981</u>	<u>\$ 12,563,756</u>	<u>\$ 13,361,996</u>	<u>\$ 13,693,034</u>
Bill Insert						
Support	50,295	30,967	20,566	-	-	25,927
Total OBA & Bill Insert Expenses	<u>\$ 9,687,625</u>	<u>\$ 10,459,730</u>	<u>\$ 10,983,547</u>	<u>\$ 12,563,756</u>	<u>\$ 13,361,996</u>	<u>\$ 13,718,961</u>
Net Revenues	\$ 6,844,991	\$ 6,385,150	\$ 6,604,518	\$ 7,700,216	\$ 7,187,493	\$ 6,965,391
Start-up Cost Recovery	656,174	670,420				
Enbridge Earnings Share	328,088	348,602	880,356	1,840,306	1,378,948	1,432,830
Ratepayer Benefit	5,389,604	5,389,604	5,417,502	5,641,532	5,624,047	5,532,561
Variance Account	(146,765)	(476,667)				
OBA Deferral Account			526,150			

Table 2 - Open Bill results using approved costs

	Approved Cost					
	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Revenues						
Open Bill						
Operating						
Shared Bills	\$ 16,091,014	\$ 15,970,489	\$ 16,297,171	\$ 16,406,196	\$ 16,495,589	\$ 16,735,077
Standalone Bills	\$ 918,648	\$ 889,773	\$ 854,388	\$ 824,073	\$ 804,070	\$ 811,794
Other Rev-Trust	\$ 316,980	\$ 308,208	\$ 311,284	\$ 309,592	\$ 304,460	\$ 301,808
Ex-Franchise	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>\$ 17,326,642</u>	<u>\$ 17,168,470</u>	<u>\$ 17,462,842</u>	<u>\$ 17,539,860</u>	<u>\$ 17,604,119</u>	<u>\$ 17,848,678</u>
- Bad Debt Recovery	\$ 2,962,330	\$ 2,512,777	\$ 3,089,237	\$ 3,130,242	\$ 3,266,447	\$ 3,389,928
- Ex-franchise Postage Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total OBA Revenues	<u>\$ 20,288,972</u>	<u>\$ 19,681,246</u>	<u>\$ 20,552,079</u>	<u>\$ 20,670,102</u>	<u>\$ 20,870,567</u>	<u>\$ 21,238,606</u>
Bill Insert						
Operating	\$ 113,059	\$ 376,815	\$ 345,540	\$ 352,352	\$ 250,394	\$ 128,766
Total OBA & Bill Insert Revenues	<u>\$ 20,402,031</u>	<u>\$ 20,058,061</u>	<u>\$ 20,897,620</u>	<u>\$ 21,022,454</u>	<u>\$ 21,120,960</u>	<u>\$ 21,367,372</u>
Expenses						
Open Bill						
Postage (Standalone Bills)	\$ 259,106	\$ 257,563	\$ 253,975	\$ 252,575	\$ 254,094	\$ 261,719
Postage (Ex-franchise Bills)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accenture Charges	\$ 9,237,291	\$ 8,972,131	\$ 9,017,919	\$ 9,181,021	\$ 9,395,804	\$ 10,293,243
Accenture CIS Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bad Debt (Allocation)	\$ 2,464,896	\$ 2,512,777	\$ 3,089,237	\$ 3,130,242	\$ 2,455,503	\$ 3,230,615
Support	\$ 1,383,676	\$ 1,458,084	\$ 1,551,414	\$ 1,638,852	\$ 1,730,120	\$ 1,824,863
Other	\$ 108,592	\$ 110,304	\$ 111,922	\$ 112,671	\$ 113,534	\$ 116,158
Total OBA Expenses	<u>\$ 13,453,561</u>	<u>\$ 13,310,858</u>	<u>\$ 14,024,467</u>	<u>\$ 14,315,360</u>	<u>\$ 13,949,055</u>	<u>\$ 15,726,598</u>
Bill Insert						
Support	26,192	88,551	82,354	85,152	61,346	31,977
Total OBA & Bill Insert Expenses	<u>\$ 13,479,754</u>	<u>\$ 13,399,410</u>	<u>\$ 14,106,821</u>	<u>\$ 14,400,511</u>	<u>\$ 14,010,402</u>	<u>\$ 15,758,575</u>
Net Revenues	\$ 6,922,277	\$ 6,658,652	\$ 6,790,799	\$ 6,621,942	\$ 7,110,559	\$ 5,608,798
Start-up Cost Recovery						
Enbridge Earnings Share	1,532,673	1,269,048	1,401,195	1,232,338	1,720,955	219,194
Ratepayer Benefit	5,389,604	5,389,604	5,389,604	5,389,604	5,389,604	5,389,604

Table 3 - Open Bill results using actual costs

	Actual					
	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Revenues						
Open Bill						
Operating						
Shared Bills	\$ 16,091,014	\$ 15,970,489	\$ 16,297,171	\$ 16,406,196	\$ 16,495,589	\$ 16,735,077
Standalone Bills	\$ 918,648	\$ 889,773	\$ 854,388	\$ 824,073	\$ 804,070	\$ 811,794
Other Rev-Trust	\$ 316,980	\$ 308,208	\$ 311,284	\$ 309,592	\$ 304,460	\$ 301,808
Ex-Franchise	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>\$ 17,326,642</u>	<u>\$ 17,168,470</u>	<u>\$ 17,462,842</u>	<u>\$ 17,539,860</u>	<u>\$ 17,604,119</u>	<u>\$ 17,848,678</u>
- Bad Debt Recovery	\$ 2,962,330	\$ 2,512,777	\$ 3,089,237	\$ 3,130,242	\$ 3,266,447	\$ 3,389,928
- Ex-franchise Postage Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total OBA Revenues	<u>\$ 20,288,972</u>	<u>\$ 19,681,246</u>	<u>\$ 20,552,079</u>	<u>\$ 20,670,102</u>	<u>\$ 20,870,567</u>	<u>\$ 21,238,606</u>
Bill Insert						
Operating	\$ 113,059	\$ 376,815	\$ 345,540	\$ 352,352	\$ 250,394	\$ 128,766
Total OBA & Bill Insert Revenues	<u>\$ 20,402,031</u>	<u>\$ 20,058,061</u>	<u>\$ 20,897,620</u>	<u>\$ 21,022,454</u>	<u>\$ 21,120,960</u>	<u>\$ 21,367,372</u>
Expenses						
Open Bill						
Postage (Standalone Bills)	\$ 255,509	\$ 275,736	\$ 273,214	\$ 267,213	\$ 268,210	\$ 272,183
Postage (Ex-franchise Bills)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accenture Charges	\$ 9,305,574	\$ 8,835,175	\$ 9,017,910	\$ 9,181,009	\$ 9,395,801	\$ 9,591,849
Accenture CIS Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bad Debt (Allocation)	\$ 2,464,896	\$ 2,512,777	\$ 3,089,237	\$ 3,130,242	\$ 2,455,503	\$ 3,230,615
Support	\$ 493,720	\$ 563,283	\$ 544,995	\$ 667,661	\$ 606,563	\$ 657,561
Other	\$ 133,422	\$ 149,485	\$ 599,391	\$ 16,532	\$ 238,852	\$ 176,640
Total OBA Expenses	<u>\$ 12,653,121</u>	<u>\$ 12,336,455</u>	<u>\$ 13,524,747</u>	<u>\$ 13,262,657</u>	<u>\$ 12,964,928</u>	<u>\$ 13,928,848</u>
Bill Insert						
Support	-	-	-	-	-	-
Total OBA & Bill Insert Expenses	<u>\$ 12,653,121</u>	<u>\$ 12,336,455</u>	<u>\$ 13,524,747</u>	<u>\$ 13,262,657</u>	<u>\$ 12,964,928</u>	<u>\$ 13,928,848</u>
Net Revenues	<u>\$ 7,748,910</u>	<u>\$ 7,721,606</u>	<u>\$ 7,372,873</u>	<u>\$ 7,759,796</u>	<u>\$ 8,156,032</u>	<u>\$ 7,438,524</u>
Start-up Cost Recovery						
Enbridge Earnings Share	2,359,306	2,332,002	1,983,269	2,370,192	2,766,428	2,048,920
Ratepayer Benefit	5,389,604	5,389,604	5,389,604	5,389,604	5,389,604	5,389,604
Variance Account						
OBA Deferral Account						

Table 4: Difference between approved and actual Open Bill program costs

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Approved cost	\$ 13,479,754	\$ 13,399,410	\$ 14,106,821	\$ 14,400,511	\$ 14,010,402	\$ 15,758,575
Actual cost	\$ 12,653,121	\$ 12,336,455	\$ 13,524,747	\$ 13,262,657	\$ 12,964,928	\$ 13,928,848
Variance	<u>\$ 826,632</u>	<u>\$ 1,062,954</u>	<u>\$ 582,074</u>	<u>\$ 1,137,854</u>	<u>\$ 1,045,474</u>	<u>\$ 1,829,727</u>

Filed: 2013-05-09
EB-2013-0099
Exhibit B
Tab 1
Schedule 1
Appendix D
Page 1 of 17



Open Bill Project

- Billing and Bill Insert Services Costing Study Update

Date Distributed: October 27, 2011

Version: Final

Open Bill Project

- Billing and Bill Insert Services Costing Study Update



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8.3	Appendix C - Cost Model for Bill Insert Process Maps and Activity Tables	<i>Error! Bookmark not defined.</i>

Open Bill Project

- Billing and Bill Insert Services Costing Study Update



1 Purpose

The purpose of this document is to update the cost study originally developed in 2008 by TMG Consulting (“TMG”) for both Billing Services (Open Bill) and Bill Insert Services for the time period from 2012 through 2018. Where applicable, it identifies any key differences with the initial study.

Open Bill Project

- Billing and Bill Insert Services Costing Study Update



2 Introduction

Enbridge Gas Distribution (“EGD”) is currently in the process of re-examining the pricing model for the Open Bill Access and Bill Insert service which was approved by the OEB in 2009. The original exercise was conducted by TMG Consulting who had been engaged to develop a cost model, conduct Market Analysis and propose pricing model recommendations by the Consultative in 2008.

The purpose of this study is to re-examine the cost models with the hindsight of three years of operational experiences and the benefit of doing so with a fully implemented new Customer Information System (the “nCIS”). This study does not re-produce the Market Analysis produced by TMG Consulting nor does it propose pricing recommendations. This report clarifies where applicable, any major differences between it and the previous costing models developed.

Open Bill Project

- Billing and Bill Insert Services Costing Study Update



3 Project Approach

This section outlines the approach taken by InQvis and the work plan used to achieve the purpose/goal of this project.

3.1 Project Process Steps

The project was a two month engagement, September to October 2011 which included the following major process steps:

- Project Kickoff Session with representatives from EGD's Customer Care, Finance, IT, Legal, Marketing and Communications and Public and Government Affairs.
- Detailed review of the existing cost model approach
- Consultation with EGD Departments to review and validate each of the initially established processes
- Clarification of the appropriate resource, level of effort required and the determining variable associated to that effort (i.e. per biller vs per bill)
- Development of a revised cost model
- Data gathering of the forecasts for the time period in question (2012-2018) with the teams managing Open Bill and Bill Insert Services
- Review of the cost model with each management team
- Preparation of the corresponding narrative report

Bi-weekly meetings were scheduled as part of the project plan. These meetings were conducted to provide project status updates and used as a forum to discuss any project issues and receive directions for this project.

3.2 Deliverables

The identified deliverables attached to this project include this narrative report and cost models for each of the two services containing:

- A list of the processes which combine to form the full life-cycle of the service as per the revised knowledge gained over the past three years of service.
- The activities/steps in the processes along with an identified resource, effort and appropriate effort determining variable.
- A forecast and other current inputs. For Open Bill the additional inputs are expected CPI, postage rates, expected biller and bill volumes for both shared and standalone, ABSU service costs, as well as the number of Billers per Customer Care Full Time Equivalent assumption. For Bill Insert Services, the additional inputs are expected CPI, postage rates, number of interested parties, and number of distinct inserts and volume of inserts as well as the number of Third Parties demonstrating interest and eventually following-through with a bill insert submission per year.
- A summary of each cost model as an annual and per unit break down of costs per component

Open Bill Project

- Billing and Bill Insert Services Costing Study Update



InQvis was successful in providing a comprehensive cost model and final cost values for both the Billing Services and Bill Insert Services which reflect the last three years of operational experience within EGD.

Open Bill Project

- Billing and Bill Insert Services Costing Study Update



4 Open Bill Service Cost Model

This section describes the cost model of the Open Bill service only. For details on this model see Appendix A.

4.1 Model Period

The cost model is designed to cover a six year period equating to six annual periods from January 2013 to December 2018. The annual periods are in line with each calendar year. However, given that the previous study ended in March 2012, this study begins by determining costs for the nine month period from April to December 2012. Therefore, year 1 referred to in this report is 2012. Unless stated otherwise, a CPA rate of 2% has been applied to establish the values beyond year 1.

4.2 Cost Components

The cost model includes the following cost components:

- *Customer Care Costs:* These are the costs associated with the internal management of Billing services by EGD Customer Care which includes biller relationship, Accenture Business Services for Utilities (“ABSU”) contract management etc.
- *CIS Functional and IT Costs:* These costs are associated with the functional and technical management of the nCIS by EGD Customer Care and IT departments.
- *OBA Enhancements Cost:* These costs are associated with the improvements to the overall service which have proven important in maintaining the value of the offering to the Open Bill Service clients. This includes ensuring bi-annual feedback sessions with clients and more active engagement and training to ensure the service can be optimized.
- *EGD Support Costs:* These costs are associated with the management of administrative services provided by other groups within EGD such as Legal, Finance and Corporate Communications.
- *Allocated IT:* This cost is associated with specific IT activities necessary to assist with Biller Setup and Changes in nCIS which were not identifiable at the time of the initial study. It is determined by the number of new billers added to the service.
- *Postage:* This is the cost associated with the mailing of shared and standalone bills.
- *ABSU:* This cost is associated with the management of the customer care services by ABSU. It includes services for Account Management, Billing, Payment Processing and Collections Operations.

Additional key differences from the original cost model include the elimination of the following:

- *OBA Tool:* These costs were associated with the management and security of biller charge files to the EGD server by IT. This included the development and maintenance of an application that enable the biller to easily transfer/receive files more effectively to and from the EGD server. This costs associated to this tool have been accounted for during the initial three year time period covered during the TMG study.

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- *Contingency*: This cost component allowed for a measure of flexibility surrounding the uncertainty related to the future nCIS processes whose design was not completed at the time of the study. The experience of the last three years provides a measure of certainty which makes this cost component unnecessary at this time.

4.2.1 Customer Care Costs

As established by TMG, there is fixed effort required to manage/provide biller relationship management regardless of the number of customer each biller may have. Based on work effort estimation, TMG calculated a total of six open billers can be managed with one full time equivalent (FTE). Given this assumption, the current volume of billers signed up for service is equal to 46. While not all currently active, this would imply the need for 7.6 FTEs to manage and support the daily operations of this service. Similar to the model used by TMG, the cost for these function were calculated by applying a yearly full loaded cost for the 7.6 FTEs. This value would be approximately \$1,036M or \$0.0576 per shared bill.

4.2.2 CIS Functional and CIS IT

Initially, this value was established by allocating a 20% portion of the \$2M split equally between CIS Functional and CIS IT groups as the best estimate. However, the experience of the past three years suggests that going forward, utilizing the value of one FTE from each group as being more representative of the effort used to support the program. At an average fully loaded rate of \$144.8K this equates to a combined total of \$0.0162 per shared bill.

4.2.3 OBA Enhancement Costs

This cost did not appear in the initial study. Going forward, it was determined by using an estimate that it would require approximately \$110,000 annually to specifically target improvements in the Open Bill service. This would be achieved through increased training and formal engagement of clients to gather feedback and exchange ideas on possible improvements. This value applies approximately \$0.0061 per shared bill.

4.2.4 EGD Support Costs

The cost for these support functions were calculated by applying an hourly rate to the time spent to complete each activity within the support function. The hourly rate was based on the EGD fully loaded hourly rates in the table below:

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EGD Staff Position	Full Loaded Hourly Rate (\$)
Senior Council	127.38 \$
Senior Manager (Range 10)	118.76 \$
Senior Manager (Range 9)	105.72 \$
Middle Manager	98.70 \$
Program Manager/Supervisor	87.98 \$
Senior Analyst	83.93 \$
Analyst	78.34 \$
Junior Analyst	73.73 \$
Administrative	67.82 \$

These rates are inclusive of administration, facilities, short term incentive pay and general overhead costs. The cost for Year 1 is approximately \$39K or approximately \$0.0023 per shared bill.

4.2.5 Allocated IT

This cost was not separated in the initial study as it was not visible at the time of the completion of the exercise. Focusing primarily on efforts associated to nCIS configuration activities for new billers, this value is established by multiplying the effort in hours by the fully allocated hourly rate of the involved resource multiplied by the number of new billers added in a given year. The total cost for year 1 is approximately \$25k or \$0.0014 per shared bill.

4.2.6 Postage

This is the cost associated with mailing a shared bill. The postage cost is based on the total percentage of the Open Bill revenue amount as a percentage of total revenue billed. This was determined to be approximately 9% in the TMG study.

The cost for Year 1 is approximately \$916K or approximately \$0.0522 per shared bill. Pre-established Canada Post increases have been estimated for subsequent years (\$0.02 per year for years 1-2 and \$0.03 per year for years 3-6). A standalone bill will incorporate the full cost of postage (\$0.58).

It should be noted, as discussed in the initial study, the standard postage rate is based upon bills maintaining a weight beneath 30 grams. Through a random sampling method, Canada Post

measures the bills on a daily basis. If they are found to exceed this weight; a surcharge of \$0.09 per unit applies to all of the mailing during that cycle.

4.2.7 ABSU

The ABSU Customer Care operational rates are included as per EGD's current Customer Care Services Agreement (the "CCSA") and are in place until at least December 31, 2017.

The cost for Year 1 is approximately \$9,069K or \$0.5167 per shared bill, rates for subsequent years will change based on the approved agreement.

4.2.8 Open Bill Service Cost¹

The total annual costs and cost per bill for a shared customer is presented below.

¹ It should be noted that the Open Bill and Bill Insert Settlement Proposal approved by the Ontario Energy Board in EB-2009-0043 recognized that internal costs related to billing services already being notionally recovered in EGD rates would not be included for the purpose of determining the costs of these services (EB-2009-0043, Settlement Proposal, Page 12)

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Total Cost/Year – Shared

Cost item	Cost type	Apr - Dec '12	2,013	2,014	2,015	2,016	2,017	2,018
Customer Care	Incremental	\$758,689	\$1,099,113	\$1,189,738	\$1,283,549	\$1,380,636	\$1,481,094	\$1,585,019
CIS Functional	Allocated	\$106,049	\$144,227	\$147,112	\$150,055	\$153,056	\$156,118	\$159,241
CIS IT	Allocated	\$106,049	\$144,227	\$147,112	\$150,055	\$153,056	\$156,118	\$159,241
OBA Service Enhancements	Incremental	\$80,527	\$109,517	\$111,708	\$113,942	\$116,221	\$118,546	\$120,918
EGD Support Cost	Allocated	\$29,652	\$42,737	\$46,035	\$49,432	\$52,927	\$56,520	\$60,210
Allocated IT	Allocated	\$18,412	\$25,382	\$26,225	\$27,078	\$27,941	\$28,815	\$29,698
Postage	Allocated	\$687,158	\$934,669	\$953,498	\$972,706	\$992,302	\$1,012,292	\$1,032,685
ABSU	Incremental	\$6,801,816	\$9,128,309	\$9,012,563	\$9,072,378	\$9,322,464	\$9,616,532	\$10,613,360
Total		\$8,588,352	\$11,628,180	\$11,633,991	\$11,819,194	\$12,198,604	\$12,626,034	\$13,760,372

Cost/Bill - Shared

Cost item	Cost type	Apr - Dec '12	2013	2014	2015	2016	2017	2018
Customer Care	Incremental	\$0.0576	\$0.0626	\$0.0678	\$0.0731	\$0.0786	\$0.0843	\$0.0902
CIS Functional	Allocated	\$0.0081	\$0.0082	\$0.0084	\$0.0085	\$0.0087	\$0.0089	\$0.0091
CIS IT	Allocated	\$0.0081	\$0.0082	\$0.0084	\$0.0085	\$0.0087	\$0.0089	\$0.0091
OBA Service Enhancements	Incremental	\$0.0061	\$0.0062	\$0.0064	\$0.0065	\$0.0066	\$0.0067	\$0.0069
EGD Support Cost	Allocated	\$0.0023	\$0.0024	\$0.0026	\$0.0028	\$0.0030	\$0.0032	\$0.0034
Allocated IT	Allocated	\$0.0014	\$0.0014	\$0.0015	\$0.0015	\$0.0016	\$0.0016	\$0.0017
Postage	Allocated	\$0.0522	\$0.0532	\$0.0543	\$0.0554	\$0.0565	\$0.0576	\$0.0588
ABSU	Incremental	\$0.5167	\$0.5200	\$0.5133	\$0.5167	\$0.5308	\$0.5475	\$0.6042
Total		\$0.6524	\$0.6624	\$0.6626	\$0.6731	\$0.6946	\$0.7188	\$0.7833

As in the initial study, standalone costs are calculated by adding the additional ABSU and postage charges to the administration cost to manage the Billing service. Administration cost is comprised of the following cost items; Customer Care Costs, CIS Functional, CIS IT, OBA Enhancement Costs, EGD Support Costs, and Allocated IT. These costs are identified below.

Open Bill Project

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Total Cost/Year - Standalone

Cost item	Cost type	Apr - Dec '12	2013	2014	2015	2016	2017	2018
Customer Care	Incremental	\$18,590	\$26,928	\$29,144	\$31,438	\$33,811	\$36,266	\$38,805
CIS Functional	Allocated	\$2,599	\$3,534	\$3,604	\$3,675	\$3,748	\$3,823	\$3,899
CIS IT	Allocated	\$2,599	\$3,534	\$3,604	\$3,675	\$3,748	\$3,823	\$3,899
OBA Service Enhancements	Incremental	\$1,973	\$2,683	\$2,736	\$2,791	\$2,846	\$2,903	\$2,960
EGD Support Cost	Allocated	\$727	\$1,047	\$1,128	\$1,211	\$1,296	\$1,384	\$1,474
Allocated IT	Allocated	\$451	\$622	\$642	\$663	\$684	\$706	\$727
Postage	Allocated	\$187,084	\$258,047	\$270,950	\$283,852	\$296,755	\$309,657	\$322,559
ABSU	Incremental	\$263,423	\$352,665	\$352,665	\$358,041	\$368,076	\$379,545	\$410,009
Total		\$477,446	\$649,059	\$664,473	\$685,346	\$710,964	\$738,105	\$784,331

Cost/Bill - Standalone

Cost item	Cost type	Apr - Dec '12	2013	2014	2015	2016	2017	2018
Customer Care	Incremental	\$0.0576	\$0.0626	\$0.0678	\$0.0731	\$0.0786	\$0.0843	\$0.0902
CIS Functional	Allocated	\$0.0081	\$0.0082	\$0.0084	\$0.0085	\$0.0087	\$0.0089	\$0.0091
CIS IT	Allocated	\$0.0081	\$0.0082	\$0.0084	\$0.0085	\$0.0087	\$0.0089	\$0.0091
OBA Service Enhancements	Incremental	\$0.0061	\$0.0062	\$0.0064	\$0.0065	\$0.0066	\$0.0067	\$0.0069
EGD Support Cost	Allocated	\$0.0023	\$0.0024	\$0.0026	\$0.0028	\$0.0030	\$0.0032	\$0.0034
Allocated IT	Allocated	\$0.0014	\$0.0014	\$0.0015	\$0.0015	\$0.0016	\$0.0016	\$0.0017
Postage	Incremental	\$0.5800	\$0.6000	\$0.6300	\$0.6600	\$0.6900	\$0.7200	\$0.7500
ABSU	Incremental	\$0.8167	\$0.8200	\$0.8200	\$0.8325	\$0.8558	\$0.8825	\$0.9533
Total		\$1.4802	\$1.5092	\$1.5450	\$1.5935	\$1.6531	\$1.7162	\$1.8237

4.3 Cost Model Assumptions

The following are the assumptions used in the development of the Open Bill service cost model.

- Unlike the original study, costs associated with contract termination and off-set processes are included here. In the case of contract termination all efforts are only multiplied by the number of terminated billers per year and the off-set processes are factored in using a probability in proportion to the number of billers using an off-set payment process. Both of these factors were not well enough understood in the original study but the experiences of the past three years have clarified these to a better degree.
- Current cost based on the CCSA.
- EGD Customer Care staffing to manage biller relations, pursuit and setup will amount to approximately one full time employee for every 6 billers. All activities are predominantly fixed costs and it does not matter how many customers that the new biller may have
- It is forecasted that the number of billers will be 46 with a total of 17,982,020 bills as of the launch date of the identified time period. All cost model calculations are based on this number. Any increase/decrease in billers/bills will impact overall costing
- CIS implementation costs and SAP licensing costs associated with OBA are included as part of the Billing Services cost model. However, these costs are not included in the programs margin and earning sharing calculations.
- The cost model does not include the revenue billed for bad debt
- Unlike the initial study, there is no contingency built into this cost model.

5 Bill Insert Service Cost Model

This section discusses cost model of Bill Insert services only. For more details on this model please see Appendix B.

5.1 Model Period

The cost model is designed to cover a six year period equating to six annual periods from January 2013 to December 2018. The annual periods are in line with each calendar year. However, given that the previous study ended in March 2012, this study begins by determining costs for the nine month period from April to December 2012. Therefore, year 1 referred to in this report is 2012.

5.2 Cost Components

The cost model includes the following cost items:

- *EGD Support Costs:* These are the costs associated with the management of Bill Insert Services by EGD staff which includes Marketing Communications, Business Development Research, Customer Care and Legal
- *Postage:* This is the cost associated with the mailing of a bill with 3rd party inserts

5.2.1 EGD Support Costs

The cost for these support functions were calculated by applying an hourly rate to the time spent to complete each activity within the support function. The hourly rate was based on the EGD fully loaded hourly rates.

Unlike the initial study, support costs are calculated here as contingent on either the number of interested third parties, the number of actual third parties who pursue the process up to committing to include an insert and the number of distinct inserts which are submitted for inclusion with EGD invoices. They are not contingent on the number of panels an insert may have. As suggested by the initial study, the time spent to review, approve and sign a contract for an insert is the same regardless of the number of panels used.

5.2.2 Postage

As identified in the TMG study, applying the postage rate to the Bill Insert service would have a dramatic impact on the overall viability of the program. As such, postage costs that could potentially be associated with bill inserts have not been added in this model.

The bill insert total annual and per insert costs on contained in the tables below.

Total Cost/Year

Cost Item	Cost type	Apr-Dec'12	2013	2014	2015	2016	2017	2018
EGD Support Costs	Allocated	\$19,446	\$26,338	\$26,748	\$27,158	\$27,568	\$27,979	\$28,389
Postage	Incremental	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Total		\$19,446	\$26,338	\$26,748	\$27,158	\$27,568	\$27,979	\$28,389

Cost/Insert

Cost Item	Cost type	Apr-Dec'12	2013	2014	2015	2016	2017	2018
EGD Support Costs	Allocated	\$0.0136	\$0.0139	\$0.0141	\$0.0143	\$0.0145	\$0.0147	\$0.0149
Postage	Incremental	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Total		\$0.0136	\$0.0139	\$0.0141	\$0.0143	\$0.0145	\$0.0147	\$0.0149

5.3 Cost Model Assumptions

The following are the assumptions used in the Bill Insert service cost model:

- Inserts will be mailed seven times a year and will not be included when EGD safety and rate notices are mailed
- EGD's bill printing and insertion service provider does not charge EGD any fee for including inserts as part of the bill
- Current cost based on the CCSA.
- All calculations in the cost model are limited to a maximum of seven inserts per bill
- It is assumed if the weight is beyond the Canada Post threshold even for one FSA, the postal rate for all bills for that month will increase accordingly. This would lead to a surcharge of \$0.09 per unit. Currently, EGD distributes mail to all FSAs/Regions evenly across each bill cycle
- Currently up to three pages are used for bills which can be accommodated in two sheets with an additional page available to accommodate a few more biller charges. It is assumed that no more than two sheets of paper will be required for bills
- If more than two sheets are used, there will be no room for any inserts without increasing the postal rate

6 Fully Allocated Cost Model

This section reviews additional cost components which may be allocated to the Open Bill and Bill Insert service.

6.1 Fully Allocated Cost Components for Open Bill

The previous study identified several IR items and nCIS implementation costs which could have been considered for allocations to the Open Bill service based upon the percentage of total revenue billed which equated to approximately 9%. In particular, the total implementation cost attributable to the Open Bill service at the time of the original study was approximately \$3.4M. However, given the final costs associated to the nCIS implementation, the actual cost was approximately \$3.7M or 2.93% of the total cost. Applying this percentage to the annual nCIS OEB Approved Revenue Requirement results in the following:

Allocation of nCIS Annual Revenue Requirement	2012	2013	2014	2015	2016	2017	2018
Annual nCIS OEB Approved Revenue Requirement (000's)	\$24,910	\$25,420	\$24,380	\$23,320	\$22,320	\$21,310	\$20,260
Open Bill Specific (2.93%) (000's)	\$729	\$744	\$714	\$683	\$654	\$624	\$594
Additional cost per bill	\$0.0406	\$0.0414	\$0.0397	\$0.0380	\$0.0363	\$0.0347	\$0.0330

By including this allocation, the revised cost per unit for shared services for Year 1 would be \$0.6930 and standalone would be \$1.5208.

6.2 Fully Allocated Cost Components – Bill Insert Services

As identified in the TMG study, the main costs not accounted for in the Bill Insert service is postage. The method suggested allocating these charges in proportion to the weight of the insert versus the remaining contents. Given the price sensitivity of this service, the fully allocated cost for this service has not been repeated. However, for completeness, the initial study identified an additional charge \$0.137 would be required above and beyond the existing charges to accommodate a full allocation.

7 Conclusion

This study has been performed on the Open Bill and Bill Insert services with the benefit of three years of operational experience and a fully implemented nCIS. Despite the additional information available, the costs for these services determined by this review are quite similar to those originally identified in 2008. In fact, with respect to Open Bill, despite the cost components which have been completely removed (OBA Tool and Contingency) or net new components not available at the time of the original study (Allocated IT, OBA Enhancement Costs) there is only an incremental difference between the overall values calculated.

The originally proposed value for the year ending March 2012 was \$0.6045 per shared bill and the value for the year beginning April 2012 calculated by this study is \$0.6524 per shared bill. This represents a net difference of \$0.0479 per shared bill or 7.34%. However, this difference must also be considered in the light of the expected annual increase of costs expected from year to year suggested in the original report of 2%. As such, the net difference for the time period of April-Dec 2012 using the original model and this current model is 5.34%.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff ("Staff")

Interrogatory

OBA Contracts

Ref: Exhibit B – Tab 1 – Schedule 1, p. 6

Enbridge stated that it is currently processing and executing new OBA contracts, which will be effective as of January 1, 2019.

- a) Please confirm the number of executed contracts for the OBA program and the forecasted contracts for the OBA program for 2019.
- b) Please provide the number of executed contracts from 2014 to 2018.

Response

- a) Number of executed contracts as of January 1, 2019 are 108. The number of executed contacts for 2019 may increase if more billers choose to utilize the OBA program.
- b) The number of executed contracts (i.e., the number of billers) for the years 2014 to 2018 is provided in the response to BOMA #3 at Exhibit I.A.EGI.BOMA.3.

ENBRIDGE GAS INC

Answer to Interrogatory from
Building Owners and Managers Association (BOMA)

Interrogatory

Reference: Exhibit A, Tab 2, Schedule 1, Page 2 of 5

“Among other things, the 2014 OBA Settlement set out the pricing and costing for OBA services for 2014 to 2018 and continued the approach to sharing of net revenues with ratepayers (which includes an embedded \$5.389 million credit to ratepayers each year).”

- (a) Please explain why the credit to ratepayers is the same each year. How was this amount determined?
- (b) Please provide the annual costs and revenues for the Open Bill Access Program since its inception.

Response

- a) The \$5.389 million credit to ratepayers formed part of the original settlement agreement related to the provision of OBA services (2007 rates, EB-2006-0034, Exhibit N1, Tab 1, Schedule 1, Appendix C, page 3, item 5). That amount represented the agreed upon base benefit credited to ratepayers for the 2007 year. This same ratepayer credit amount was also part of the Board approved 2013 OBA Settlement and the Board approved 2014 OBA Settlement. This amount continues as a credit to ratepayers (offset to revenue requirement) during the current deferred rebasing term (2019 to 2023).
- b) Please see response to Board Staff Interrogatory #3(a, found at Exhibit I.B.EGI.STAFF.3

ENBRIDGE GAS INC

Answer to Interrogatory from
Building Owners and Managers Association (BOMA)

Interrogatory

Reference: Exhibit A, Tab 2, Schedule 1, Page 3 of 5

“Enbridge is not yet in a position to propose a longer extension of the OBA program, because there are several unknown items at this time. These include the impacts of integration of Enbridge and Union Gas (including the potential integration or updating of customer billing services), as well as the impacts of the OEB’s proposed changes to customer service rules for gas distribution companies (EB-2017-0183). Enbridge expects to file a proposal related to the continuation of OBA services beyond December 2021 after some of these unknown items are more clear.”

Are any of the options under consideration with respect to the integration of Enbridge and Union Gas to abandon the Open Bill Access Service?

Response

No.

ENBRIDGE GAS INC

Answer to Interrogatory from
Building Owners and Managers Association (BOMA)

Interrogatory

Reference: Exhibit A, Tab 2, Schedule 1, Page 3 of 5

"The persons affected by this Application are Billers under the OBA program and Enbridge's customers. It is impractical to set out the names and addresses of these persons because they are too numerous."

How many Billers participated in the program for each year from the program's inception? Who are the Billers for 2018?

Response

The table below sets out the number of Billers who have participated in the program each year from the program's inception:

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Total billers	13	25	40	42	56	82	98	124	137	137

The Billers as of December 2018 are provided in the attachment to this response. To see the list of current Billers, please go to the following website:

- Go to: <https://www.enbridgegas.com/FAQ>.
- Go down to the question: "What are charges from other companies on my bill?".
- A current list of Billers participating in the OBA program is attached to this response.

Enbridge Billing Service - List of Participating Companies

Enbridge provides a billing service to companies that are not owned by or affiliated with Enbridge. If you decide to buy a product or service from a participating company, their charges will appear in the "Charges From Other Companies" section of your Enbridge bill. This can help make paying bills more convenient, get one bill and make one monthly payment to Enbridge. Enbridge does not recommend, endorse or guarantee the products or services offered by such companies.

The following companies are participating in the Enbridge Billing Service.

<u>Ace Eco Home Energy Services</u> Billing, Sales and Service: 613-795-7574	<u>Advanced HVAC Inc.</u> Billing, Sales and Service: 613-833-9963	<u>Air Makers Inc.</u> Billing, Sales and Service: 416-332-2493
<u>Airtron Canada</u> Billing, Sales, Service: 1-888-393-5553	<u>Air Quality Dunrite</u> Billing, Sales and Service: 416-674-8184	<u>Alfa Aire Inc.</u> Billing, Sales and Service: 905-997-4800 or 1-888-997-4801
<u>All Best Mechanical</u> Billing: 613-759-9999 Sales and Service: 819-776-3848 or 613-759-9999	<u>Alliance Power Corp.</u> Billing, Sales and Service: 1-800-844-9936	<u>Applewood Air Conditioning</u> Billing, Sales and Service: 905-275-4500 or 1-800-672-9163
<u>AtlasCare</u> Billing, Sales and Service: 905-829-1296 or 416-626-1785	<u>Avalon</u> Billing, Sales and Service: 416-269-7444	
<u>Belyea Bros., Limited</u> Billing, Sales and Service: 416-425-1200	<u>Button's Heating Inc.</u> Billing, Sales and Service: 416-287-7863 or 905-432-1929	
<u>Cana-Air Cooling and Heating Ltd.</u> Billing, Sales and Service: 416-298-3788 or 1-855-226-2247	Canada Energy Services Corp. Billing, Sales and Service: 1-800-760-0608	<u>Canadian Energy Savings Corp.</u> Billing, Sales and Service: 855-237-2669
<u>Canadian Home Improvement</u> Billing, Sales and Service: 1-888-501-4666 Central Energy Billing, Sales and Service: 1-866-310-7743	<u>Canadian Sustainable Group</u> Billing, Sales and Service: 1-844-344-4955 <u>Citeon Insulation Services</u> Billing, Sales and Service: 1-877-999-3661 or 905-652-0141	<u>CBR Energy and Home Services</u> Billing, Sales and Service: 416-880-7620 <u>Comfort Rental Systems</u> Billing, Sales and Service: 905-341-7773
<u>Constant Home Comfort</u> Billing, Sales and Service: 1-888-829-1875	<u>Consumers Choice</u> Billing, Sales and Service: 416-477-8197 or 1-855-508-7503	<u>Cricket Energy Inc.</u> Billing: 1-855-353-2576 Sales: 1-855-353-2579 Service: 1-855-663-2577
<u>Crown Crest Capital</u> Billing, Sales and Service: 1-888-667-5945	<u>Cricket Home Comfort Inc.</u> Billing: 1-855-353-2576 Sales: 1-855-353-2579 Service: 1-855-663-2577	
<u>Direct Energy Business</u> Billing, Sales and Service: 1-866-867-8167	<u>Direct Home Ontario Inc.</u> Billing, Sales and Service: 647- 847-2998 or 855-998-2998	



Eco Canada Home Services Billing: 1-866-ECO-0094 or 1-866-326-0094 Sales and Service: 416-900-6097	Eco Energy Home Services Inc. Billing, Sales and Service: 905-475-6888 or 1-877-475-6888	Eco Energy Services Billing, Sales and Services: 1-800-ECO-4233
Eco Green Home Comfort Inc. Billing: 416-229-2767 Sales and Service: 905-554-4243	EcoHome Financial Billing, Sales and Service: 1-866-382-7468	Eco Star Home Services Co. Billing, Sales and Service: 1-855-321-8666
EcoSmart Billing, Sales and Service: 416-497-5500 or 1-877-497-4902	Eddy Home Inc. Billing, Sales and Service: 1-877-388-3399	Eko Energy Billing, Sales and Service: 416-477-5509
EFS Financial Services Billing, Sales and Service: 1-866-333-6460	EN Saving Inc. Billing: 416-289-8880 or 416-900-2808 Sales and Service: 647-889-9638 or 416-289-8880	Enable Financial Billing, Sales and Service: 1-800-220-1751
Encomfort Inc. Billing: 416-531-9191 Sales and Service: 416-243-9191	Ener Comfort Billing, Sales, Service: 1-888-583-8830	Enercare Home Services Billing, Sales and Service: 1-800-266-3939
Enercare Solutions Inc. Billing, Sales and Service: 905-695-1981 or 1-866-421-9025	Energy Care Canada Billing, Sales, and Service: 647-205-9938 or 1-800-217-7803	Energy Canada Home Comfort Billing, Sales and Service: 905-678-5111 or 1-800-351-3614
Energy Canada Home Service Billing, Sales and Service: 1-800-351-3614	Energy Ecosystems Billing, Sales and Service: 1-866-207-5507	Energy Management Group Inc. Billing, Sales and Service: 1-866-229-4797
Enerstar C.H.S. Billing, Sales and Service: 905-688-4328 or 1-855-534-4953	Enpureal Home Comfort Billing, Sales and Service: 416-855-9636	Enpure Home Comfort Billing: 416-510-2055 Sales and Service: 1-888-305-3168
For Saving Home Service Billing, Sales and Service: 416-335-0881	FrancisFuels-Comfort24/7Exptrs Billing, Sales and Service: 613-723-4567 or 1-888-723-4567	
Gasco Energy Billing, Sales and Service: 1-888-966-0797	Global Eco Energy Group Billing, Sales and Service: 647-503-1013	Global Home Comfort Inc. Billing, Sales and Service: 416-890-3012
Green Authority Billing, Sales and Service: 416-477-8905 or 1-855-285-0626	Green Box Solutions Inc. Billing, Sales and Service: 416-856-6006	Green By Design Billing, Sales and Service: 1-855-351-0086
Green Planet Home Services Billing, Sales and Service: 647-789-5777 or 1-855-328-9099	Greensavings Home Services Billing, Sales and Service: 416-613-9518 or 1-844-857-4822	
Harding Heating & A/C Billing, Sales and Service:	High Efficiency AC & Heating Billing, Sales and Service:	Home Comfort Services Billing, Sales and Service:



<p>613-831-2257</p> <p>Home Saving Billing: 905-604-4328 Sales and Service: 1-877-720-4837</p> <p>Homestar Heating & A/C Inc. Billing: 416-491-4049 Sales and Service: 416-291-3001 or 416-291-3023</p>	<p>905-307 2988 or 1-877- 307-2988</p> <p>Home Service Energy Billing, Sales and Service: 647-494-4204 or 1-800-324-2305</p> <p>Home Water/Greenlife Water Billing, Sales and Service: 1-800-408-5314 or 1-416-410-8001</p>	<p>416-913-6840</p> <p>Home Trust Retail Credit Services Billing, Sales and Service: 416-933-6200 or 1-877-863-9973</p> <p>HVAC Home Comfort Services Billing, Sales and Service: 905-883-5889</p>
<p>Imperial Energy Billing, Sales and Service: 1-800-925-7868</p>	<p>Inhome Comfort Inc. Billing: 905-554-5070 Sales and Service: 1-877-557-5070</p>	
<p>Just Energy Ontario Billing, Sales and Service: 1-866-587-8674</p>	<p>Just Green Home Services Ltd. Billing, Sales and Service: 1-888-846-9994</p>	
<p>LivClean Corp. Billing, Sales and Service: 289-360-3017 or 1-866-755-9553</p> <p>Lumenshare Inc. Billing: 416-979-6757 ext. 226 Sales and Service: 905-612-9161 or 1-800-673-0916</p>	<p>Livegreen Home Comfort Billing, Sales and Service: 1-800-706-3842</p>	<p>Lloyd HVAC Services Inc. Billing, Sales, and Service: 647-344-4822</p>
<p>Maple Home Services Ltd. Billing, Sales and Service: 905-856-5454</p> <p>Municipal Water Savings Corp. Billing, Sales and Service: 1-800-854-1877</p>	<p>Mega City Home Services Billing: 416-466-9733</p>	<p>MEGACITY Heating & Air Conditioning Ltd. Billing, Sales and Service: 416-286-5665</p>
<p>National Air Systems Billing, Sales and Service: 416-532-0654</p> <p>Northwest Gas Ltd. Billing, Sales and Service: 905-458-1021</p>	<p>Nationwide Home Comfort Billing, Sales and Service: 1-888-352-0058</p> <p>Novel Care Billing: 905-737-5016 Sales and Service: 416-921-0000</p>	<p>Nimbus Direct Inc. Billing: 416-398-2550 or 1-800-979-1082 Sales and Service: 416-398-2560 or 1-800-979-1168</p> <p>NT Home Service Inc. Billing, Sales and Service: 416-282-2958 or 1-855-282-2958</p>
<p>ONEnergy Billing, Sales and Service: 1-855-544-9141</p> <p>Ontario Consumers Home Services</p>	<p>One Dealer Financial Services Inc. Billing, Sales and Service: 1-800-859-0206</p> <p>Ontario Energy Group</p>	<p>OntarioEco Home Services Billing, Sales and Service: 1-888-295-6326</p> <p>Ontario Energy Savings</p>

<p>Billing: 1-877-780-5558 Sales and Service: 1-866-883-9121</p> <p>Ontario Go Green Billing, Sales and Service: 1-855-777-7715</p> <p>Ontario Home Trust Billing, Sales and Service: 905-597-8638 or 1-888-958-4788</p>	<p>Billing, Sales and Service: 1-800-510-4047</p> <p>Ontario Home Protection Billing, Sales and Service: 1-888-204-4206 or 416-430-9629</p> <p>Ontario Standby Power Billing, Sales and Service: 1-855-677-4383</p>	<p>Billing, Sales and Service: 1-855-525-3999 or 647-258-0999</p> <p>Ontario Home Services Billing, Sales and Service: 1-888-998-9929</p> <p>Ottawa Home Services Billing, Sales and Service: 613-29-9700</p>
<p>Pinnacle Environment Billing, Sales and Service: 416-422-4663</p>	<p>Polaron Solartech Corp. Billing: 647-557-1207 ext. 790 Sales and Service: 647-557-1207 ext. 774</p>	<p>Premier Comfort Billing, Sales and Service: 613-880-2754</p>
<p>Reliance Home Comfort Billing, Sales and Service: 1-866-735-4262</p>		
<p>Sandpiper Energy Solutions Billing, Sales and Service: 905-825-4458 or 1-888-668-8117</p> <p>Simply Comfort Billing, Sales and Service: 1-877-363-9588</p> <p>Simply Green Home Services Inc. Billing, Sales and Service: 1-800-764-5138</p> <p>Star Energy Home Comfort Ltd. Billing, Sales and Service: 416-297-8295 or 1-888-283-1228</p> <p>Supreme Energy Home Services Billing, Sales and Service: 613-740-9999 or 1-800-810-0019</p>	<p>SaveOnHotWater Billing, Sales and Service: 1-888-476-8948</p> <p>Simply Billing Services Billing, Sales and Service: 1-800-764-5138</p> <p>Simply Smart Billing, Sales and Service: 1-855-227-7234 or 416-398-7097</p> <p>Summitt Energy Billing, Sales and Service: 905-366-7059 or 1-877-222-9520</p> <p>Sustainable Growth Solutions Billing: 1-844-444-2933 Sales and Service: 1-905-827-6222 or 1-844-444-2933</p>	<p>Services Plus Billing, Sales and Service: 705-792-7628 or 705-431-2822</p> <p>Simply Energy Billing, Sales and Service: 416-477-2026 or 1-822-227-7333</p> <p>Skymark Financial Corp Billing, Sales and Service: 1-866-380-9979</p> <p>Sunwave Home Comfort Billing, Sales and Service: 1-855-478-6928</p>
<p>TAG Energy Billing, Sales and Service: 1-866-981-7779</p>	<p>True Alliance Financial Billing, Sales and Service: 416-613-9588</p>	
<p>Utilebill Billing, Sales and Service: 416-479-0617 or 1-866-225-7204</p>	<p>UtileCredit Corp Billing: 1-866-382-7468 Sales and Service 1-866-225-7204 or 416-479-0617</p>	<p>Utility Savings Billing, Sales and Service: 1-800-508-1211</p>
<p>Verttag Billing, Sales and Service: 647-848-1513 or 1-866-515-1162</p> <p>Vista Credit Corp. Billing, Sales and Service:</p>	<p>Viva Billing, Sales and Service: 1-877-666-8582</p>	<p>VIVA Funding Group Billing, Sales and Service: 416-477-2132 or 1-866-516-6904</p>



1-877-31VISTA or 1-877-318-4782

Watershed Technologies Inc. Billing, Sales and Service: 416-538-7940	Will's Brothers Home Service Billing, Sales and Service: 416-464-2010 or 1-800-525-5126	Window and Door Gallery Billing: 705-999-0023 or 1-866-381-3397 Sales and Service: 705-999-0008 or 1-866-381-3397
Zenith Eco Energy Inc. Billing Sales and Service: 613-800-9022		

ENBRIDGE GAS INC

Answer to Interrogatory from
Building Owners and Managers Association (BOMA)

Interrogatory

Reference: Exhibit B, Tab 1, Schedule 1, Page 6 of 6

“With close to 1.4 million customers still having charges on their bill, there is a clear indication that customers appreciate the OBA program.”

Please provide the number of customers having charges on their bills for each year since the program’s inception. Does the use of the term in the evidence “still” imply that there has been a reduction since its inception?

Response

Please see the table below for the number of customers having charges on their bill for each year since OBA services started.

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Number of customers	1,407,450	1,447,563	1,449,266	1,458,303	1,459,573	1,436,253	1,434,901	1,422,615	1,412,113	1,402,877

The use of the word “still” does not imply, nor was it used to imply, that there has been a reduction in the number of customers using the service since its inception.

ENBRIDGE GAS INC

Answer to Interrogatory from
Building Owners and Managers Association (BOMA)

Interrogatory

Reference: EB-2013-0099; Exhibit N1, Tab 1, Schedule 1, Page 6 of 10

"If that proportion is greater than 75% for the prior year, then Enbridge will take one of the following steps by June 30th of the following year (for example, by June 30, 2017 if the threshold is exceeded for 2016):

- i. Discontinue the Bill Insert program; or*
- ii. Make application (within the deferral and variance account proceeding or as a separate application) to continue the Bill Insert program in a manner that will allow it to obtain greater market participation."*

What was the outcome of this provision?

Response

Please see the response to Board Staff interrogatory #2 at Exhibit I.B.EGI.STAFF.2.

ENBRIDGE GAS INC

Answer to Interrogatory from
Building Owners and Managers Association (BOMA)

Interrogatory

Reference: EB-2013-0099; Exhibit N1, Tab 1, Schedule 1, Page 7 of 10; Financial consequences of the OBA program for 2014 to 2018

- (a) The total costs of the program for each of the years 2014 to 2018, and the forecast cost for 2019 and 2020. Please provide a detailed itemized calculation of the program costs which make use of, among other things, how the amounts in the lines labelled "Cost per Shared Bill", "Cost per Standalone Bill", and "Bill Insert Cost per Bill" contributed to the total cost for each year.
- (b) Please confirm that the annual revenues from the OBA include all of the revenue items included in the Open Bill Agreement between Enbridge and each Biller, including transition plan charges, late payment charges, and arbitration awards.
- (c) Please confirm that ratepayers will have no liability for Biller's failure to pay any of their obligations under any of the provisions of the Open Bill Agreement.
- (d) Please provide the yearend balance in the Open Bill Revenue Variance Account for each year, and the amounts claimed for those amounts in the subsequent year.
- (e) Please provide a link to the Open Bill Access Manual.

Response

- a) Please see response to Board Staff Interrogatory #3(a) and (b), found at Exhibit I.B.EGI.STAFF.3. Confirmed that annual revenues include all the revenues relating to OBA program except late payment charges.
- b) Confirmed that ratepayers will have no liability for Biller's failure to pay any of their obligations under any of the provisions of the Open Bill Agreement.
- c) Please see response to Board Staff Interrogatory #3(f), found at Exhibit I.B.EGI.STAFF.3.
- d) The OBA Manual is attached.



CIS Open Bill Access Biller User Manual

Version: 6.2

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Chapter 1 Introduction

Section 1.1 Overview

The Open Bill Access service (“OBA Service”) provided by Enbridge Gas Distribution Inc. (“EGD”) allows billers (“Billers”) who have entered into an Open Bill Access Billing and Collection Services Agreement (an “OBA Agreement”) with EGD to invoice the Biller’s Customers for non-commodity charges on Mass Market, Monthly Statement and Large Volume Service Bills produced by EGD’s Customer Information System (“CIS”).

The purpose of this CIS Open Bill Access Biller User Manual (the “Manual”) is to provide Billers with the rules, technical specifications and requirements, policies and procedures established by EGD and applicable to the Billers. This Manual is subject to the terms of the OBA Agreement. Capitalized terms not otherwise defined in this Manual have the meaning ascribed to them in the OBA Agreement.

Examples of Billers that can use the OBA Service include companies offering energy-related products and services such as:

- the sale, service or rental of natural gas appliances
- energy efficiency or environmental initiatives
- household improvements that result in improved energy efficiency
- financing contracts for natural gas appliances, home improvements or energy efficiency initiatives.

Chapter 2 OBA Overview

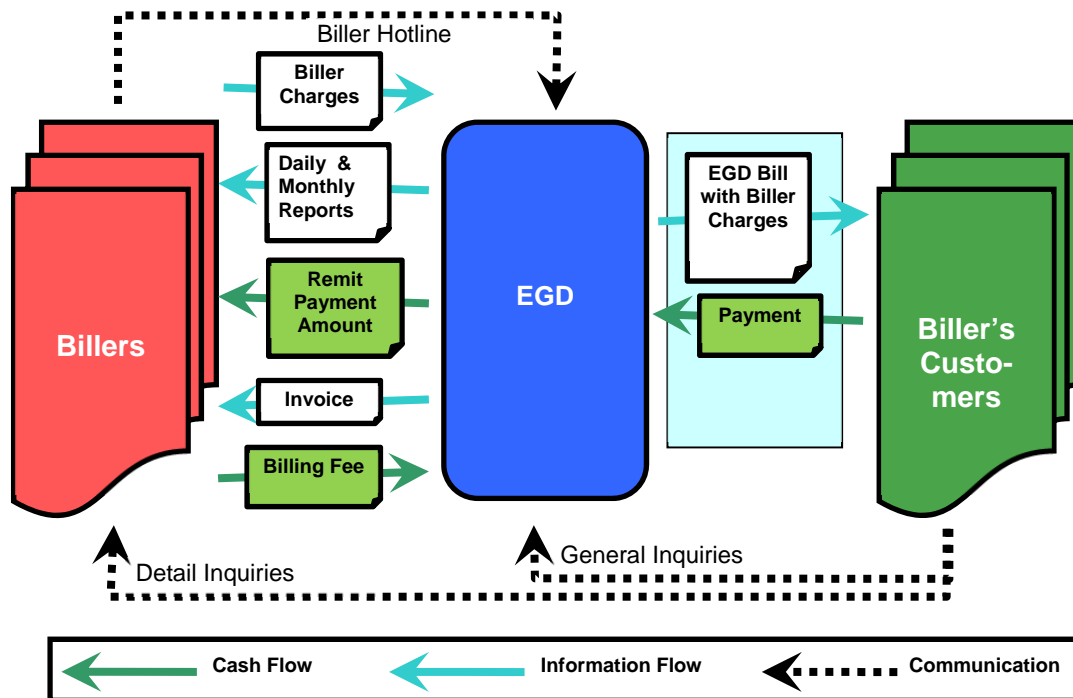
Section 2.1 OBA Workflow

In the OBA Service context, EGD’s CIS supports the billing of non-commodity charges on behalf of Billers. These charges include items such as, without limitation, water heater rentals, protection plans and merchandise contracts. Each eligible non-commodity charge has an associated “Bill Type Code”. For more information on Bill Type Codes please see Section 2.6 below and **Appendix B** to this Manual.

Non-commodity charges billed on behalf of the Biller are either Bill Ready charges or Rate Ready charges. Bill Ready charges are one-time charges that are invoiced on the next Service Bill generated for the Customer by CIS. Rate Ready charges are repeating charges that are included on the Customer’s monthly Service Bill until the

Biller amends its instructions to EGD. More information on Bill Ready charges and Rate Ready charges can be found in each of Section 3.2 and Section 3.3, respectively.

The figure below illustrates the relationship between the Billers, EGD and the Customers of the Biller.



Billers provide their customer registration, Bill Ready & Rate Ready transactions to EGD in a "Transaction File", which can be submitted one or more times per day using EGD's secure file transfer (SFTP) server. Each record and field within the Transaction File is validated by the CIS to ensure they meet the business requirements and technical standards of the OBA Service. EGD will return an "Acknowledgement File" to the Biller, including a status code (either "accept" or "reject") for each transaction that was sent to EGD by the Biller in a Transaction File.

The Transaction File will be processed by EGD, and accepted transactions will be billed on the Customer's Service Bill issued on the Customer's next Cycle Day. EGD will remit the Payment Amount to the Biller 21 calendar days after the date of the Service Bill on which the Biller's charge was billed. EGD will also supply the Biller with various daily and monthly reports. EGD will invoice the Biller and receive payment for these services.

EGD has established the Biller Hotline for Biller inquiries. Customer inquiries will be handled by either EGD or the Biller, depending on the nature of the inquiry.

Section 2.2 OBA Service Coverage

EGD provides the OBA Service on EGD Mass Market (residential and small commercial), Monthly Statement (convenience billing) and Large Volume Billing bills

for Biller Customers located within EGD's gas distribution franchise area on both gas and non-gas accounts. See **Appendix A** for a map showing the coverage area. For more information regarding the coverage area, contact the **Biller Hotline** at **1-866-501-8586**, or by email at Biller_Inquiry@accenture.com.

Section 2.3 *Marketing the OBA Service*

In marketing the OBA Service or referencing a Biller's relationship with EGD, the Biller shall comply with each of the requirements set out in Appendix F – Company Name Restrictions and Appendix G – Real-Time Marketing Requirements.

Section 2.4 *Financial Assurances Policy for the OBA Service*

As contemplated by Article IX of the OBA Agreement, EGD's Financial Assurances Policy for the OBA Service is attached as Appendix I.

Section 2.5 *Compliance with the Consumer Protection Act*

It is a requirement of the Biller's OBA Agreement that it complies with all Applicable Laws, including the Consumer Protection Act (as defined in the OBA Agreement). Failure to comply with Applicable Laws is an Event of Default under the OBA Agreement, entitling EGD to exercise the rights and remedies available to it under the OBA Agreement and at law.

Billers are required to itemize all charges (including charges for late payment and the amount of those charges) to the Customer. To comply with this requirement, if a charge that is covered by the Consumer Protection Act will be billed on the Enbridge Service Bill, the following Late Payment Charge language must be included in the Biller's customer contracts:

“Late Payment Charges for [Biller Company Name] Charges on your Enbridge Gas Distribution Bill: A late payment charge will apply to all overdue amounts on your Enbridge Gas Distribution bill, including applicable federal and provincial taxes. The late payment charge will be calculated and applied as approved by the Ontario Energy Board (OEB). The current OEB-approved late payment rate is 1.5% per month or 18% per year (compounded monthly for an effective rate of 19.56% per year). Your Enbridge bill is due when you receive it, which is considered to be three days after the bill date. If you do not pay your bill in full by the late payment effective date on the first page of your Enbridge Gas Distribution bill, a late payment charge equal to the late payment rate multiplied by a total of all unpaid charges will be added to your Enbridge Gas Distribution bill.”

Provisions relating to verification calls are discussed in more detail in **Appendix K – Verification Calls**.

Section 2.6 **Bill Type Codes**

Billers must use the Bill Type Code that accurately describes the Customer Services being provided to the Customer. The list of eligible Bill Type Codes is set out in **Appendix B** to this Manual. If a Biller wishes to bill a non-commodity charge that does not have a Bill Type Code, Section 4.4 of this Manual sets out the process to request a new Bill Type Code.

EGD must approve the specific Bill Type Code(s) that may be used by each Biller. If a Biller wishes to use additional Bill Type Code(s), the Biller must submit a request to EGD for approval. EGD and the Biller will review the Bill Type Codes used by the Biller from time to time. Billers will not be able to use generic Bill Type Codes such as “Miscellaneous” or “Merchandise” without specific approval from EGD.

Chapter 3 **OBA Functionality**

The OBA Service offers Billers many convenient features to facilitate Customer invoicing and payment collection. These features include:

- Customer Registration
- Billing – Bill Ready Charges
- Billing – Rate Ready Charges
- Reporting
- Customer and Biller Support
- Dispute Handling
- Remittance and Invoicing

These features are outlined in the following sections.

Section 3.1 **Customer Registration**

Prior to providing any transactional data for billing to EGD, the Biller must first obtain EGD’s acknowledgement that the Customer account has been set up. To obtain EGD’s acknowledgement that the Customer account has been set up, the Biller must submit the list of customer records that need to be verified to EGD via a Transaction File. CIS will attempt to identify a corresponding EGD contract account by matching the service address, name, and other key information provided in the Transaction File. Billers should implement and follow “know your customer” processes to facilitate the matching process. The matching logic is described in **Section 5.1.3** of this Manual. CIS will then generate an Acknowledgement File which is sent to the Biller, which includes a status code (either “accept” or “reject”) for each customer record sent to EGD by the Biller.

In the case of a “match” between a Biller customer record and an EGD contract account, a unique OBA reference number will be sent to the Biller in the Acknowledgement File from EGD. The OBA reference number uniquely identifies the Customer account in CIS. To address privacy and confidentiality concerns, this reference number is not the Customer’s EGD account number, but is a system

generated number that is always “one-to-one” with the Customer’s EGD account. This OBA reference number will be required for all CIS-inbound Transaction Files and will be the primary key in exchanging data between the Biller and EGD.

In the case of no “match” being made by the CIS matching program, where the action code provided by the Biller is ‘A’ (Add), the customer file will be passed to the EGD back-office for review. The EGD back-office will make a manual “match” to an existing EGD contract account, create a “non-gas” account or return the customer file with the appropriate “reject” error message. If the customer file is accepted, the Acknowledgement File will contain the OBA reference number.

The OBA Agreement requires Billers to have in place at all times a Customer Service Agreement with each Customer in respect of whom the Biller requests EGD to provide any Billing Services; Billers may only bill active customers of the Biller that are receiving Customer Services at a Service Address. (Please refer to the OBA Agreement for the meanings of the capitalized terms.)

EGD will not add a non-gas account in any of the following circumstances:

- if a gas account exists in the same name at that address;
- if the Biller provides an account with a generic name (e.g. “Owner/Occupant”);
- if the Biller does not provide EGD with sufficient valid and accurate information to set up an account;
- for a customer that is redlocked for non-payment of their existing account;
- for customers that have had their gas distribution service terminated for non-payment on more than one previous occasion; or
- to allow a Biller to charge a customer that has moved-out.

Billers are reminded of the Minimum Credit Rating requirement for potential customers or Customers as set out in subsection 2.6(m) of the OBA Agreement; proof of each credit check must be retained for audit purposes.

Listed below are typical OBA Service customer types:

- The Customer is being billed for a merchandise contract.
- The Customer is an existing gas customer of EGD with Biller charges.
- The Customer is being billed for a rental contract such as a water heater rental.
- The Customer is being billed for a recurring non-gas contract such as a Biller maintenance plan.

Collective invoicing accounts (a single Service Bill for a single customer with multiple service addresses) can be created. Typically such collective invoicing accounts may be applicable for home builder or corporate customers. Transactions cannot be accepted against the “parent” collective account and will be rejected.

Service Bills can be printed in either English or French depending on the language indicator on the Customer’s account in CIS.

Section 3.2 *Bill Ready Charges*

Bill Ready transactions are charges (debit or credit) managed by the Biller and sent to EGD on a daily or monthly basis. Bill Ready transactions will be created after confirming that the customer has not had its gas distribution service terminated for non-payment on more than one previous occasion.

Taxes for Bill Ready charges will be assessed from the tax indicators for GST, HST or None in the Transaction File from the Biller.

The Biller has the option to provide the customer contract end date. If provided, the customer contract end date must be greater than or equal to the current date and occur within the next 10 years.

The Transaction ID associated with each Bill Ready charge will be identified in the Acknowledgement File.

Reversal of Bill Ready Charges:

Bill Ready charges can only be adjusted by the Biller. The Biller will be required to send the adjustment via a Bill Ready transaction that either debits or credits the Customer's account by the adjustment amount.

For example, the Biller charges a Customer \$100 and later determines that the charge should have been for \$50. The Biller would send:

- a credit for \$50, or
- a credit for \$100 and a debit for the correct charge of \$50.

Bill Ready Acknowledgement Files will be returned to the Biller. These will include a status code ("accept" or "reject") for each Bill Ready transaction sent to EGD.

See **Section 3.7 – Customer and Biller Dispute Handling** for dispute handling information.

Section 3.3 *Rate Ready Charges*

Rate Ready transactions are recurring charges (e.g. a rental water heater) that can be added, deleted or updated. Rate Ready transactions will be created after confirming that the customer has not had its gas distribution service terminated for non-payment on more than one previous occasion.

There are three types of Rate Ready Charges:

- Standing Requests;
- Loans; and
- Rentals.

The Transaction ID associated with each Rate Ready charge will be identified in the Acknowledgement File; the Transaction ID will remain constant for the duration of the Rate Ready transaction.

Note: For all Rate Ready transactions the Billers will need to send in the charge amount exclusive of taxes with an indicator advising which tax(es) apply to the charge (GST, HST or None). This is due to potential tax percentage changes. Taxes for Rate Ready charges will be assessed from the tax indicators (GST, HST or None) in the Transaction File from the Biller. Effective as of July 1st, 2010 the only tax indicators that will be valid on Rate Ready transactions are HST or None.

Section 3.3.1 “Move Out” Procedures

The move out procedures for each type of Rate Ready Transaction File are discussed in detail in the sections below. The purpose of this section is to provide some context for how EGD describes and processes “moves” and related transactions.

If a customer’s gas service is disconnected or terminated (either at the customer’s request or by EGD), EGD refers to the activity as a “move out”. On a daily basis, the CIS generates the “Moves Report”. The Moves Report classifies each move out in accordance with the list of Termination of Service codes (sometimes referred to as “**TOS**” codes) described in the following section. A Biller may receive the Moves Report depending on the “move in / move out” activity in its Rate Ready Customer base.

Unless otherwise provided below, when a Customer is moved out:

- (i) Standing Requests and Loans for the move out customer will be finalized as described in Section 3.3.2 below; and
- (ii) Rental products will be moved from the move out customer to the move in customer and charges will be prorated based on the move out and move in dates that were provided to EGD. The Biller is responsible for ensuring that it has a valid Customer Services Agreement with a move in customer that is being billed through the OBA Service.

The move out customer’s account is finalized and EGD ceases to bill the move out customer for both gas and non-gas charges.

Please note that when a Rental, Standing Request or Loan contract is deleted by a Biller, this will not be treated by EGD as a move out and will not be reported on the Moves Report.

Non-Gas Customers

The move out procedures for non-gas Customers are:

Customer Driven:

- Non-gas move outs for Standing Requests and Loans are handled the same as gas account move outs above, however a Rental installation on a non-gas move out is deleted at move out time as further described in Section 3.3.5 below.

Biller Driven:

- Move out through a Transaction File as a delete transaction (Action Type of “D”).

- Bill Ready transaction must be sent by the Biller for any adjustment/bill out required.

Move Out arising out of Non-Payment

For both gas and non-gas accounts, if a customer does not pay its Service Bill in full, EGD will move out the customer in accordance with its customary billing procedures. For the 30 day period immediately after a customer's meter is disconnected for non-payment, no information on the disconnection will be sent to the Biller. If no payment or arrangements to pay have been made by the customer with EGD within the 30 day period, the EGD contract account will be red locked/customer moved out and the account will be finalized. The finalizing of the account will be reported to the Biller on the CIS-generated Moves Report with a TOS code RC02. (TOS codes are discussed in more detail in the section below.) The remaining balance on Loans and Standing Requests will not be billed out on the final Service Bill presented under the OBA Service. The Biller is responsible for determining the unbilled amount and invoicing its Customer through another means. Rental charges on the final Service Bill will be prorated based on the move out date. The account is finalized and EGD ceases to bill the customer for gas and non-gas charges. A move in will be performed once payment arrangements have been made or when a new customer moves in. If the original customer moves back in then the rental(s) will be back billed to the move out date.

Temporary Lock at Customer's Request

If an EGD meter is temporarily locked at the customer's request (for example, at a seasonal residence), all non-gas charges will continue to be billed. The Biller will not be provided with notification of a temporary lock on the Moves Report as there is no change to the customer name on the EGD contract account.

Section 3.3.2 TOS Codes: Bill Out TOS Codes and No Bill Out TOS Codes

Subject to the terms set out below for each type of Rate Ready charge, the following TOS codes will result in CIS automatically billing out the remaining balance of Standing Requests where the 'Bill Out Option = "Y"' and Loans (the "**Bill Out TOS Codes**"):

- RC01 – Move Undisclosed Location (Customer request-no forwarding info)
- RC03 – Change of Account Ownership (Customer provides lock information)
- RC04 – Move Out of Territory (Customer request-move out of franchise area)
- RC05 – Deceased (Customer died – estate to be settled)
- RC06 – Move Force Out
- RC07 – Consumer Disconnect (Gas Meter has been removed)
- RC11 – Change in account number, no physical move
- RC99 – Manual move out performed

The following TOS codes will result in no bill out on final invoice for the remaining balance of Loans and/or Standing Requests (the "**No Bill Out TOS Codes**"):

- RC02 – Credit Final (Red Locked Customer)
- RC08 – Bankruptcy (Trustee has requested a bill up to bankruptcy period)

- RC09 – Power of Sale (Bank takes over service address)
- RC10 – Receivership (Receiver requests account while commercial assets sold)
- RC12 – CCAA (Trustee has filed for a proposal)

The Biller will be informed of the TOS code on the CIS-generated Moves Report.

Those move outs that are the result of TOS code 'RC07' – Consumer Disconnect (Gas Meter has been removed) will result in deletion of the Rental from the moved out account. The Biller will be notified of the TOS code in the Moves Report, and the Biller should take the appropriate action to ensure physical removal of the rental equipment or bill the product or service through another means.

Section 3.3.3 Rate Ready Standing Requests

A Standing Request is a recurring charge that can be either a debit or credit (credits can be used to reflect a repeating discount). The maximum term of a Standing Request is 60 months. A Standing Request of greater than 60 months will be rejected. Standing Request charges will not be prorated.

A Standing Request will be created in CIS and will automatically bill according to the billing frequency requested by the Biller. The Biller must provide the installment amount (no calculation of the installment amount will occur within CIS).

The Biller has the option to provide the end date of the contract between the Biller and the Customer for Standing Requests. The end date of the contract must be within 3 months (before or after) of the end of the Standing Request term provided to EGD by the Biller.

The installments will stop billing when the term is complete (based on the number of installments) or the end date established by the Biller is reached. Standing Requests will not automatically renew.

Billers will have the option to "bill out" Standing Requests that have a term of less than or equal to 12 months. Standing Requests with this option will automatically be billed out to the Customer when a Customer moves out if a Bill Out TOS Code applies to the move out. A Standing Request detail record with a "bill out" option selected for greater than a 12 month term will be rejected.

A Standing Request can be deferred by future-dating the Rate Ready transaction to a maximum of 18 months, once the account has already been set up.

When a Customer moves and the account is disconnected, a Standing Request with 'Bill Out Option = "Y"' will (if a Bill Out TOS Code applies) automatically bill out the remaining eligible installments, calculate the taxes based on the tax election made by the Biller and post the charges to the Customer's final Service Bill. If a No Bill Out TOS Code applies, no bill out will occur and the Biller is responsible for invoicing the Customer through another means.

When the Biller sends a delete transaction (Action Type of "D") in the Rate Ready Interface file to delete a transaction from billing, all billing of the Standing Request will

cease as of the date the delete transaction was accepted by EGD. If a delete is performed after a Standing Request was posted to the Customer's account then the Customer's next Service Bill will contain the posted charge; however, no further charges will be posted to the Customer's account. The Biller is responsible for determining the remaining amount and, if required, sending a Bill Ready debit adjustment to bill the Customer for any remaining installments.

Discounts:

Billers can send a Rate Ready transaction with information such as: installment amount, billing frequency (monthly, quarterly etc.), the term (number of months), and start date and tax indicator to set up a recurring discount. A Standing Request will be created in CIS and bill according to the billing frequency, number of installments and start date provided by the Biller.

A Standing Request can be deferred by future dating the Rate Ready transaction once the account has been set up. If the Customer moves out and there are remaining installments left on an actively billing Standing Request then those installments will be billed out if the Bill Out Option = "Y" and if the Bill Out TOS Codes apply. Standing Requests will not automatically renew and will end when all the installments have billed or the end date is reached.

Section 3.3.4 Rate Ready Loans

The Loan functionality available to the Biller allows new loan creation, loan billing, loan finalization, loan reinstatement (if finalized in error), and prepayment.

The Biller will send all the required loan data such as total principal, total interest, first payment, terms, interest rate etc. through the Rate Ready Loan interface as a Transaction File. Billers are reminded of the Minimum Credit Rating requirement for Customers as set out in the OBA Agreement and must retain proof of each credit check for audit purposes.

Loans cannot be transferred from one account to another. If a Customer moves and the Biller wishes to reinstate the loan at another premise the new loan details will have to be sent through the Loan interface file with an add transaction (Action Type of "A") to add the loan to the new account and a Bill Ready credit adjustment will have to be sent by the Biller to credit the billed out loan installments on the moved out account. The Biller would be responsible for determining the loan details.

The Biller must have the Customer contact Enbridge to process loan prepayments. The EGD Customer Service Representative will provide the buyout information directly to the Customer and can apply a Customer's credit balance as a pre-payment. This will cause recalculation of the loan and principal and interest will be decremented.

Section 3.3.5 Rate Ready Rentals

A Rental is a recurring charge associated with an asset owned by the Biller that is considered a fixture in the home. The rental charge must be a debit and has no end date.

For Rental charges the Billers send the rental amount (excluding taxes and with an indicator advising which tax to apply), to EGD via a Transaction File.

For each Rental transaction sent by the Biller, a Transaction ID will be assigned allowing early identification by the Biller when processing updates, removals and exchanges. This Transaction ID will remain with the Rental until the Rental is removed.

Rental charges on a gas account will be moved automatically from a moved out Customer to a moved in Customer. The Biller will be advised of the move through the Moves Report. When a Customer moves into a premise with a rental fixture, the Biller will be informed of the new customer details (i.e. name, phone number etc.) and the new OBA reference number. The new customer information such as customer name, address, and start date, OBA reference number, Bill Type Code and new Transaction ID will be sent to the Biller in a daily file. The Transaction ID for that Rental remains the same. It is the obligation of the Biller to ensure that it has a valid Customer Services Agreement with a moved in Customer that is being billed through the OBA Service.

Rentals on a non-gas account will be moved out for Customer-requested moves, the Rental installation will be deleted in CIS and the Biller will be advised of the move through the Moves Report. In the case of a non-gas account, it is the Biller's responsibility to identify the moved in Customer and create the required Customer add transaction (Action Type of "A") and rental add transaction (Action Type of "A") via a Transaction File. Note that if the move in customer contacts EGD in advance of the move out, and identifies the Rental to EGD, EGD will transfer the Rental to the move in customer and provide the information to the Biller. The Biller is responsible for ensuring that it has a valid Customer Services Agreement with a move in customer that is being billed through the OBA Service.

Rental charges will be pro-rated in accordance with EGD's customary billing procedures (e.g. if the billing period is under 24 days or over 36 days the charge will be pro-rated). If the price charged to the Customer by the Biller changes:

- EGD will pro-rate by date slice if the Biller is utilizing a rental table; and
- EGD will not pro-rate for Customer-specific priced rentals.

There is an option for each Biller to create a rental table to define fixed rates for multiple customers who are using the same product. Rental price changes can be done *en masse* or by individual contract account using the revised rental type code linked to the rental table. If a mass price change is initiated, *all* rental contracts will be updated with the price increase as of the price start date - irrespective of whether or not the specific Customer contract provides for the price change. It is the Biller's responsibility to ensure that each Customer is charged in accordance with the terms of the Customer's contract with the Biller. If a rental table is not submitted, all rental prices will have to be provided by the Biller on each rental transaction on an individual contract account basis. See Section 5.1.9 for information on submitting a rental table..

Note: The Biller can increase or decrease their prices in the rental table not more than once per calendar quarter with 60 days' notice to EGD.

Individual contract price changes will be handled through a Transaction File. The Biller will send the Transaction File with the Bill Type Code and the rental price field will specify the installment price to be billed. Once a rental contract price has been

updated individually, mass price changes will not affect these accounts. To update the rental price for these accounts, a Rate Ready Rental update transaction for each of the customer-specific price Customers must be sent through the rental Transaction File with the new rental amount.

Large Volume rental water heaters will be handled the same way as Mass Market rentals.

To handle rental deferrals, the Rental transaction will be sent with a future date for the number of months the Biller wants to defer the rental. If a Customer moves in before the future date is reached, the rental will begin billing immediately for the moved in Customer. The Biller will be informed of the move through the daily Moves Report.

Any adjustments to the Rental transaction will be calculated by the Biller and submitted as Bill Ready credit or debit transactions.

Rate Ready Rental transactions are displayed on the Enbridge Service Bill with the word "Rental" preceding the product description. Example – Rental Water Heater.

Removals & Exchanges:

For a rental removal, the Biller will send a Rate Ready transaction through the rental interface file with a delete transaction (Action Type of "D") which will stop billing of the rental. The rental charge will automatically be prorated from the last billing date to the removal date. If any credit/debit adjustments are required the Biller will send a Bill Ready transaction for the adjustment amount.

Exchanges need only be processed in CIS if there is a change in the Bill Type Code or rental type code. To process an exchange, the Biller will send a Rate Ready transaction with an Action Type of "D" (delete) to stop billing of the rental. A second Rate Ready add transaction (Action Type of "A") will be sent to set up the new rental. If any credit/debit adjustments are required the Biller will calculate the charges and send a Bill Ready transaction for the adjustment amount.

If the Bill Type Code and rental type code stay the same, and only the price is affected, Billers will send an update transaction with the new amount (Action Type of "U").

CIS will not accept back-dated transactions.

Section 3.4 *Billing - Exceptions*

If there is an exception with the gas contracts, no invoicing will occur and therefore no Biller charges will bill until the exception is fixed. If the exception is with a Biller charge, the Service Bill will be produced (excluding the Biller charge that caused the exception) and, once corrected, the Biller charge will be billed and invoiced on the Customer's next monthly Service Bill.

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Section 3.5 Daily and Month End Reporting

EGD provides detailed daily and monthly financial and operational reports. Reports will be made available on EGD's secure SFTP server for downloading, and can be opened with Microsoft Excel. See **Chapter 8** for sample reports and how to read them.

Section 3.6 Customer General Inquiries

The EGD Call Center handles general inquiries related to Biller charges. Customers with detailed inquiries will be advised to contact the relevant Biller directly. **The Biller must notify the EGD Biller Hotline if their call centre or customer service department will be unavailable for a significant amount of time (for example, due to technical or resource issues) so EGD can prepare for increased customer calls.** The following table lists examples of general inquiries which EGD would handle:

Question	Answer
<i>"There is a charge under Biller XXX. What is this for? Why is it on my EGD bill?"</i>	EGD will describe the OBA Service and provide the Customer with Biller contact information if further details are required.
<i>"My rental unit is not working - can you send someone to fix it?"</i>	EGD will direct the Customer to call the Biller.
<i>"I want to buy out my merchandise from the Biller. What should I pay?"</i>	If the Biller used the Loan functionality described above, the EGD Customer Service Representative will be able to provide the buyout information directly to the Customer. If the Biller did not use the Loan functionality described above to bill these charges, the Customer will be referred back to the Biller for the buyout information.
<i>"I don't agree with the charge from the Biller."</i>	EGD will initiate a Customer Billing Dispute and notify the Biller of the dispute and the date that it must be resolved by. If left unresolved after the due date then the Customer will get a credit and the Biller's charges will be removed from the Customer's Service Bill and new transactions sent by the Biller for this Customer with the same Bill Type Code will be blocked.

Section 3.7 Customer and Biller Dispute Handling

EGD provides a tracking service for disputes between Billers and Customers, but it is the Billers' responsibility to manage customer relations and resolve conflicts. In the case of Customer inquiries regarding the Biller charges, the EGD Call Centre will provide details on the billed items including the amounts billed, balances on account, billing schedule etc., and any specifics about EGD charges. For any queries pertaining to Biller services, their charges, and the specifics of Biller Customer Services, the EGD Call Centre will provide the Customer with the Biller's contact information.

If a Customer calls EGD to dispute a Biller's charge then EGD will inform the Biller via the daily Disputes Report and begin tracking the case. The Disputes Report identifies the "Date Dispute must be solved" for each Customer Billing Dispute.

Customer Billing Disputes are deemed "closed" in the disputes tracking system if either of the following occurs:

- the Customer Billing Dispute is closed in the tracking system by Biller (status updated to "cancelled"). The Biller may close the Customer Billing Dispute in the tracking system if it has resolved the dispute with the Customer (for example, the Customer agrees to pay for the Customer Services, agrees to a credit to settle the Customer Billing Dispute, agrees to delete the related charges from the Service Bill, etc.), or the Biller has advised the Customer that the Biller will remove the charge from the OBA Service; or
- the Customer Billing Dispute is closed in the tracking system by EGD (status updated to "completed"). EGD will close the Customer Billing Dispute if it is not closed in the tracking system by the Biller by the "Date Dispute must be solved" identified in the Disputes Report.

Billers have the responsibility to communicate the status of each Customer Billing Dispute to the Biller Hotline by email. If no information is provided by the "Date Dispute must be solved", EGD will close the Customer Billing Dispute in the tracking system.

With respect to Customer resolutions, Enbridge will only accept resolutions from the Biller that specifically state that the Customer agrees with the resolution of the Customer Billing Dispute. If the Biller does not state in its resolution submission that the Customer agrees with the resolution the Customer Billing Dispute will be deemed to be unresolved. (Please see below with respect to reinstated Customer Billing Disputes.)

If the resolution of the Customer Billing Dispute requires the Biller to delete a transaction or provide a credit to the Customer, the Biller must perform such activity prior to the Customer's next billing date immediately following the resolution of the dispute. If the Customer calls EGD in respect of a credit or deletion that was not performed by the Biller prior to the Customer's billing date, the Customer Billing Dispute may be reinstated.

If EGD closes the Customer Billing Dispute then the Customer will be credited the amount in dispute and future transactions sent through the CIS OBA Service interface for that Customer will be blocked at the Bill Type Code level until the dispute is resolved with the Customer. When the Customer Billing Dispute is resolved with the Customer the block is removed.

Special Considerations for Rate Ready Transactions

If Rate Ready related Customer Services like Loans, Standing Requests and Rentals are the subject of a Customer Billing Dispute, and the Biller determines it does not wish to continue billing the disputed Customer Services, the Biller must send a Rate Ready delete transaction (Action Type of "D") to ensure that the charges in dispute do not continue to bill. Billers will be able to confirm that the delete transaction has been

successful by checking the following day's Dispute Report and their outbound Acknowledgement Files. Note that in conjunction with a Rate Ready delete transaction, the Biller should ensure that a credit is submitted if a refund is required, otherwise the Customer may reinstate the dispute.

If the Biller resolves the Customer Billing Dispute with the Customer after the Rate Ready Standing Request, Loan or Rental has been removed then it will be the Biller's responsibility to contact the Biller Hotline to notify EGD that the Customer Billing Dispute has been resolved with the Customer and then re-add the Standing Request, Loan or Rental using a Rate Ready add transaction (Action Type of "A").

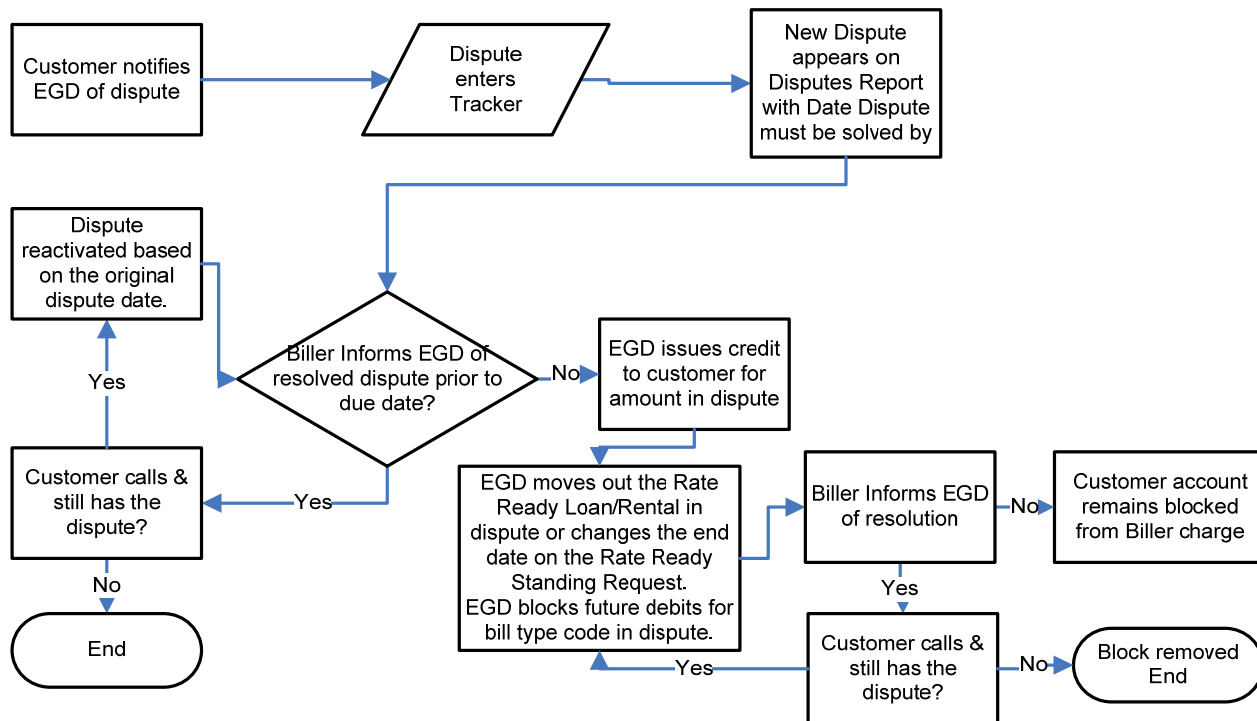
If EGD closes the Customer Billing Dispute then the following activities will take place:

- If the Customer Billing Dispute is related to a **Rate Ready Standing Request**, the end date of the Standing Request will be changed by EGD to the "Date Dispute must be solved" plus one day thus stopping this charge.
- If the Customer Billing Dispute is related to a **Rate Ready Rental** – EGD will move out the contract selecting 2 (Open Bill - Biller Initiated). This move out will not appear on the move report.
- If the Customer Billing Dispute is related to a **Rate Ready Loan** – EGD will move out the contract selecting 2 (Open Bill - Biller Initiated). This move out will not appear on the move report.

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Flow Diagram of Customer Billing Dispute Process

The Biller Disputes process flow diagram below illustrates the dispute process.



Reinstated Disputes

A reinstated dispute is one where:

- (a) the Customer did not agree with the Biller's original dispute resolution and requests that Enbridge reinstate the dispute; or
- (b) the Biller did not perform the activities required by the dispute resolution (e.g. deleting a transaction or providing a credit) within the time period discussed above.

Reinstated disputes can be identified on the Disputes Report by looking at the Reinstatement Indicator field (the 2nd last field on the dispute detail record). If this indicator is greater than zero (>0) then this is a reinstated dispute.

Previously Disputed Charges

Billers shall not bill charges that were the subject of, associated with, related to or arose out of, a Customer Billing Dispute unless the Customer has agreed to the resolution. This responsibility applies to all Billers that seek to bill such charges, regardless of whether the Biller originally submitted the charge that resulted in the Customer Billing Dispute, or whether a new Biller is requesting EGD to bill such a charge. EGD reserves the right to delete Rate Ready transactions, block Bill Ready transactions, and to credit and reverse all billings of charges associated with, relating to or arising out of Customer Billing Disputes unless the Customer has agreed to the resolution and rebilling of such charges.

Dispute Messages displayed on Customer's Service Bills:

There are three dispute bill messages:

- **Active Dispute:** The Customer is advised that there is an active dispute on their account against a specific Biller. The message identifies the Biller and the dispute reference number.
- **Resolved by Biller:** The Customer is advised that their dispute has been resolved by the Biller. The message refers the Customer back to the Biller if more information is required.
- **Resolved by Enbridge:** The Customer is advised that their dispute has been resolved by Enbridge. The message advises the Customer that the Biller may pursue these charges outside of the Enbridge OBA Service.
- **Note:** Where multiple disputes are active /resolved, all applicable dispute numbers will be referenced in the bill message.
- This is an example of the bill message for an active dispute.

	Charges From Other Companies		Messages From Other Companies
Hawaiian Comfort	Rental Water Heater \$17.64 +HST Jan 15, 2014 - Feb 11, 2014 HST (Registration - 866631906) 2.29	Hawaiian Comfort Billing 416-123-4567 Sales & Service 416-234-5678 To learn more about our product line call us at 1-800-555-5556	<div> There is a dispute on your account regarding charges from Hawaiian Comfort. Your dispute reference number(s): 0123456789 </div>

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- This is an example of the bill message for a dispute resolved by a Biller.

	Charges From Other Companies		Messages From Other Companies
	<div data-bbox="284 367 630 430" style="background-color: #f0f0f0; padding: 5px; margin-bottom: 10px;">Hawaiian Comfort</div> <div> <div>Rental Water Heater</div> <div>Jan 15, 2014 - Feb 11, 2014</div> <div>HST (Registration - 866631906)</div> </div> <div> <div>\$17.64 +HST</div> <div>2.29</div> </div>		<div> <div>Hawaiian Comfort</div> <div>Billing 416-123-4567</div> <div>Sales & Service 416-234-5678</div> </div> <div> To learn more about our product line call us at 1-800-555-5556 </div> <div style="border: 2px solid red; padding: 10px; margin-top: 10px;"> Hawaiian Comfort has resolved the following Disputes(s): 0123456789. For more information please Contact Hawaiian Comfort </div>

[Remainder of page intentionally left blank.]

- This is an example of the bill message for a dispute resolved by Enbridge.

	Charges From Other Companies		Messages From Other Companies
Hawaiian Comfort	Rental Water Heater \$17.64 +HST Jan 15, 2014 - Feb 11, 2014 HST (Registration - 866631906) 2.29	Hawaiian Comfort Billing 416-123-4567 Sales & Service 416-234-5678	To learn more about our product line call us at 1-800-555-5556
		Enbridge has resolved the following Hawaiian Comfort Dispute(s): 0123456789. If Hawaiian Comfort determines that these charges are valid, they may pursue them outside of the Enbridge Billing Process	

Section 3.8 *Biller Inquiries & Support*

The Transaction File interface will be run daily (every calendar day); however, support to the Billers will only be offered during Business Days. Billers with OBA transactions, account, and customer information related questions or concerns may contact EGD at the **Biller Hotline** at **1-866-501-8586**, or by email to:

Biller_Inquiry@accenture.com Hours of operation are Monday to Friday, 8am to 6pm (excluding statutory and civic holidays).

Note: System availability may be limited from time to time due to planned or unplanned outages due to maintenance.

The following are examples of inquiries which the Biller Hotline would handle:

- Dispute resolutions and questions - "Can you provide more information about a Customer's dispute?"
- Manual enrollment cases - "Can you provide me with an update on Emma case number #####",
- Customer Loan balances and prepayments,
- Creation of Collective accounts (this allows the Customer to get 1 invoice for multiple child accounts),
- If the Biller needs help to perform a Product/Service removal or manual adjustment that the Biller is having problems with,
- If the Biller needs help to understand the Customer's invoiced amounts related to the Biller's charges,
- If the Biller needs help with the Miscellaneous address information if the address is being used for a Customer match,
- "Is this customer within EGD's franchise area?" EGD will determine if the customer is within or outside of EGD's franchise area.

Billers that are experiencing technical difficulties with the EGD SFTP server or their Transaction Files should contact the EGD HelpDesk at 1-877-274-7323. The Biller should identify themselves as a Biller receiving the OBA Service and should provide their company name and Biller ID at the start of the call.

The following are examples of technical interface-related questions:

- “I forgot my password.”
- “Server is not responding.”
- “My file was rejected.”
- “My file was not processed.”

Billers that need to be educated on the OBA Service process, would like to have changes made to their information on the bill or have contract related questions may contact EGD by email at EGDOpenBillAdmin@enbridge.com or call 416-495-7205 Toll free 1-855-229-6760. Hours of operation are Monday to Friday (excluding statutory and civic holidays), 8am – 4pm

Section 3.9 Daily Remittance

Daily remittance amounts will be based on the Daily Billed Summary report. Payments of the Payment Amount are payable 21 calendar days after the Billing Date for the associated charges.

Section 3.10 Invoicing and Method of Payment

EGD will utilize the month end reports to create a monthly invoice for the Services provided to the Biller by EGD. Payments to each Biller are made by bank transfer (by electronic or other means) to an account designated from time to time by the Biller to EGD pursuant to Section 4.7.1 of the OBA. To facilitate the prompt receipt of all payments, Billers must establish and maintain a bank account at the financial institution designated by EGD from time to time. As of the January 1, 2019, the financial institution designated by EGD is TD Canada Trust.

Section 3.11 Consumer Proposal

Consumer Proposal received by Biller for products appearing on Enbridge invoice.

"A consumer proposal is a formal process that is carried out through a trustee in bankruptcy. The trustee puts together an offer to pay creditors a percentage of what is owed to them over a specific period of time, or extend the time the debtor has to pay off the debt, or a combination of both. Payments are made through the trustee, and the trustee uses that money to pay each of the creditors. The debt must be paid off within five years."

Biller must:

- Notify Enbridge within 7 days of receiving a Consumer Proposal by sending an email to Biller_Inquiry@accenture.com with a copy of the proposal.
- Enbridge will use this information to determine:

- #1 Total Amount of the related Biller's charges up to the date outlined in the Consumer Proposal.
- #2 Amount paid to the Biller by Enbridge to date.
- Biller will be responsible for the following:
 - A. If #2 is higher than #1 – Biller to send a Bill Ready credit for the difference and send in a delete for the Rate Ready product or stop sending recurring Bill Ready charges.
 - B. If #2 is lower than #1 – Biller to send a Bill Ready debit for the difference and send in a delete for the Rate Ready product or stop sending recurring Bill ready charges.

If the above-noted process is not followed Enbridge will:

- Raise a dispute for the Biller including the Consumer Proposal.
- If left unresolved Enbridge will resolve the Biller's account charges based on the criteria above.

Chapter 4 Biller Setup

Before the Billers can utilize the OBA Service they have to register themselves and their customers with EGD. Once the Biller and their customers are registered, the Biller can begin to submit transactions. EGD will return Acknowledgement Files and reports to the Biller to complete the process. This section describes the Biller registration process.

Section 4.1 Setting up a Biller Account with EGD

To register for the OBA Service, Billers enter into an OBA Agreement with Enbridge. To populate the OBA Agreement and to set up a Biller account, Billers will need to provide the following information (use the form provided in **Appendix D**):

- Legal Name of the Biller (to be displayed on the Service Bill)
- Billing Telephone Numbers (local & 1-800, to be displayed on the Bill)
- Sales and Service Telephone Numbers (local & 1-800, to be displayed on the Service Bill)
- Biller Contact Name & Telephone Number (for internal use)
- Biller Contact email Address (for notifications & access to EGD's SFTP server – for internal use only)
- Initial Password – for all email addresses provided (for EGD server access)
- HST Number (to be displayed on the Service Bill)
- Company Logo (to be displayed on the Service Bill)
- Billing Message (to be displayed on the Service Bill)
- Customer Services that the Biller proposes to bill through the OBA Service and associated Bill Type Codes (see Section 2.6 for more information on Bill Type Codes)

- Rental Types & Prices - required if the Biller wants a rental table to be defined, otherwise all rental prices will have to be provided by the Biller on each rental transaction.

Submit the required information to EGD Manager of Billing Relationships at EGDOpenBillAdmin@enbridge.com.

The lead time required by EGD to set up a Biller varies depending on the number of accounts and their nature. The initial administrative process including system setup, logo management and testing will take at least four months.

Section 4.2 *Biller Message*

Billers are allowed one bill message (English & French) per month with line items presented on the current cycle billing month Service Bill. The message specifications must meet the following specifications:

- limit of four lines including spaces and punctuation
- each line of a message can have a maximum of:
 - 38 characters if all upper case
 - 45 characters if mixed case
 - 54 characters if all lower case

See **Appendix E** for a sample EGD Service Bill showing the display of the Biller's message and charges.

Note: EGD will review all submitted Biller's messages, and may reject or request modifications to any message.

Billers can update their Biller message at any time by submitting a request to EGD. Requests must be submitted prior to the 10th calendar day of each month in order for the new message to be displayed during the next billing month. Billers must provide the message in English and French if required. Each message is limited to four lines with a maximum of 38 (all upper case), 45 (mixed case) or 54 (all lower case) characters on each line including spaces and punctuation. Send requests directly to: EGDOpenBillAdmin@enbridge.com.

Section 4.3 *Biller Logo*

Biller logos are presented on the Service Bill beside the Biller's charges. The logo will be used on both printed bills and eBills. Logos must meet the following specifications:

- File Format: 'png' with transparent background
- Colors: Grey - 8 bits/channel
- Resolution: 72 x 72 dpi
- Dimensions: 354 x 73 pixels /4.917 x 1.014 inches
- The Biller's name must be included as part of the Biller Logo so the Customer can easily identify the name of the company that submitted the charges.

Section 4.4 Requesting a New Bill Type Code

The Bill Type Code identifies the category and the product or service description of each transaction (see **Appendix B** for the current Bill Type Codes available). Billers can request new Bill Type Codes by submitting a request to EGD. The request should include the Bill Type Code title which should not exceed 30 characters. EGD will review the request and determine if the addition is in keeping with the approved products and services. After EGD approves the new Bill Type Code lead time of 4 months will be required for the new Bill Type Code to be set up. Send requests directly to EGDOpenBillAdmin@enbridge.com.

Chapter 5 Building the Transaction File

This section describes the customer registration and billing process which is achieved using a Transaction File. The communication of customer and billing transaction details between Billers and EGD is made via the Transaction File, which is used by the Biller to submit customer registration, Bill Ready and Rate Ready transactions. The Transaction File can be submitted to EGD on a daily basis. The Transaction File interface will be run daily (every calendar day), however support will only be offered during Business Days. The interface is also used by EGD to provide Acknowledgement Files to return transaction confirmation to Billers.

Once a Biller is registered with EGD, it can begin to submit customer registration and billing transactions. Prior to any billing transactional data being passed to EGD to bill, the Biller must first get an acknowledgement from EGD that the customer account is setup. Once this is done, the Biller can begin to submit billing transactions. Note that there is a limit of six items per invoice per Biller. The earliest start date for a Rate Ready transaction is the current date + three calendar days.

The Customer Registration, Bill Ready and Rate Ready Transaction File that the Biller submits is a variable-length record, pipe-delimited field, ASCII (or text) file using only upper case for all alpha characters. The interface file can be prepared in one of two ways:

- **Biller Generated** – the Biller uses their own software to generate the Transaction File
- **EGD OBA Tool Generated** – the Biller uses the EGD Open Bill Transaction Entry Tool (the “OBA Tool”) to generate the Transaction File. The Biller’s use of the OBA Tool is subject to the terms set out in the User Agreement attached as Appendix H.

See **Section 5.1** for record layout specifications for Biller-Generated Transaction Files.

See **Section 5.2** for instructions on how to use the OBA Tool.

Section 5.1 Biller-Generated Transaction File

For Billers who are not using the OBA Tool to generate their interface file, a layout of the data that must exist in the Transaction File is outlined below. There are mandatory

and optional fields which are detailed in the following sections. The file format must be ASCII (or text). Each column in the file must be separated by a Pipe (|) delimiter. One or more of these files can be posted by the Biller to the EGD SFTP server on a daily basis.

Each Transaction File must contain a single Header record and a single Trailer record, along with the following five different types of transaction records layouts:

- Customer Record (required to obtain the OBA reference number for an existing EGD customer or to add a new customer)
- Bill Ready Record (The OBA reference number is required to submit a Bill Ready charge)
- Rate Ready Standing Request Record (The OBA reference number is required to submit a Standing Request)
- Rate Ready Loan Record (The OBA reference number is required to submit a loan)
- Rate Ready Rental Record (The OBA reference number is required to submit a Rental)

Each type of record will provide information at customer and billing levels, as well as providing for balances and controls. All validation rules must be adhered to, to avoid rejects. Also not all dependencies will be enforced, but rather assumed. For example the CUSTOMER-SURNAME will assume only one value is passed as input. If the customer's first and surname is passed the field may pass field edit checks but may get rejected during later processing.

The naming convention of the submitted file must be either:

{Timestamp}_OBA_{BillerID}_IN.dat – Regular file that can be submitted daily **OR**
{Timestamp}_OBM_{BillerID}_IN.dat – File that will be processed at month end

Where:

- {Timestamp} = YYYYMMDDhhmmss and hh is in 24 hour format
- {BillerID} = 99999

for example, 20080930143000_OBA_00100_IN.dat or
20080930143000_OBM_00100_IN.dat

Section 5.1.1 General Data Validations

The following general validations will be applied for each field where additional validations are not explicitly specified in the field description section:

Data type	Description	Validation	Example
A	Alphanumeric	Any character accepted; all alpha characters must be in uppercase	"YONGE ST" "ABC-123"
N	Numeric	Only digits 1234567890 and decimals allowed where applicable.	"12345"
C	Currency	Amounts with up to two decimal places. Indicate negative amounts with leading negative sign. Do not use commas. Where negative amounts are not allowed, this will be explicitly specified.	"-12345.99" "55555.52"
D	Date	Use YYYYMMDD format; date must be a valid calendar date	"20081231"

Section 5.1.2 Header Record Layout

Following is the required layout of the header record. Note that errors that are identified as "Header" or "Trailer" level errors will be checked first before any records are processed. If a header or trailer level error is discovered, the entire file will be rejected, and every detail record will be echoed back with the same error status code. This will indicate to the Biller that no records were successfully processed.

Header record layout				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "001" for header record
Biller-Id	Identification number for Biller	N5	R	
Biller-Datetime-	This field is used to control the file contents to ensure that the	A14	R	In the response file to the Biller, the datetime

Header record layout				
Field	Description	Data	Req'd/ Opt	Comment
Stamp	<p>file is the most recent and not a previous file. This will ensure that duplicate files (old) are not processed again.</p> <p>YYYYMMDDhhmmss</p>			stamp will reflect the Biller's original datetime stamp to allow the Biller to match files to one another. If the response file contains the manually processed records, this field will be blank.

Section 5.1.3 Customer Record Layout

This Section sets out the required layout of the customer record. All fields marked with an asterisk (*) in the "Req'd/Opt" column in the field description section are considered customer identification fields. The field requirements depend upon the action type and are listed at the end of this section.

Please ensure that addresses provided to CIS meet Canada Post standards.

If a field is optional, it need not be provided but may be used by the program or the EGD back office in processing the record.

The matching logic is described below (following the table). If an account is unmatched (when using the "M" (match) Action Type) in CIS (i.e. there is not an existing EGD contract account with the customer), the transaction will be rejected in the Acknowledgement File. If an account is unmatched when using the 'A' (add) Action Type and the customer premises is located within the EGD franchise area then a customer record will be manually added by EGD, subject to the Biller's election:

- If the Biller does not want a customer record to be manually added by EGD, then the Biller should use a match transaction (Action Type of "M") on the customer registration. If a match transaction (Action Type of "M") has been selected by the Biller, and CIS does not find a match then the record will be rejected (and the applicable "reject" code will be identified in the Acknowledgement File to the Biller).
- If the Biller wants the addition of a non-gas account within EGD's franchise area when no match is found (which will result in the production of a standalone monthly Service Bill which does not include Distribution Charges), then the Action Type should be sent as 'A' (add). When no match is found for this Action Type, the customer information in the Transaction File will be used by the EGD back office to attempt the set up of a standalone customer record.

- If the Biller wants to force the addition of a non-gas account within EGD's franchise area (which will result in the production of a standalone monthly Service Bill which does not include Distribution Charges), then the Action Type should be sent as 'F'. The 'F' (forced add) functionality will bypass the matching process and will directly attempt to create a non-gas account.

See **Section 3.1** for more information on the creation and processing of this record. Please refer to Section 5.1.1 for general data validations. Please reference the matching logic found after this table.

Customer Information record layout				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "002" for detail record
Record-Id	Determines transaction type for detail record. "C" – Customer "B" – Bill ready "R" – Rate ready "L" – Loan "E" – Rental	A1	R	Provide "C" for customer record
Action-Type	Action to be performed for this record "A" – Add "M" – Match "U" – Update "F"- Forced Add	A1	R	Action Types "A", "M" "U" and "F" only are supported for the customer transaction
Biller-Customer-Id	Biller provided identifier for customer	A20	O	Not used in program; echoed back in response file to aid

Customer Information record layout				
Field	Description	Data	Req'd/ Opt	Comment
				Biller processing
Open-Bill-Ref-Num	EGD determined unique identifier for OBA Service transactions for customers;	A32	*	Required only for "U" transaction and may be used for "M" transactions; not applicable for "A" or "F" transactions
EGD-Customer-Acct-Num	EGD provided gas account number for customer	N12	*	The most effective way to perform a Customer match is to provide the Customer Account number. See the matching passes below for more information.
Person-Org	Identifies whether this customer is a person or organization. "P" – Person "O" – Organization	A1	R	Not used as search criteria; may be optionally used by EGD if manual account creation is required
Org-Name	Name of organization, if Person-Org field set to "O"	A40	*	Used if EGD-Customer-Acct-Num not provided
Cust-Last-Name	Last Name of person, if Person-Org field set to "P"	A24	*	
Cust-First-Name	First name of person, if Person-Org field set to "P"	A24	*	Use if EGD-Customer-Acct-Num not provided
Street-Number	This field is used to pass the house/location number of the customer premise only.	A10	*	Use if EGD-Customer-Acct-Num not provided
Suffix	This field is used to pass an extension of the customer premise house/location number only. This would be an apartment or basement. E.g. "A", "B", "1/2")	A10	*	Use if EGD-Customer-Acct-Num not provided. May be blank.

Customer Information record layout				
Field	Description	Data	Req'd/ Opt	Comment
Street-Name	This field is used to pass the street name only as it pertains to the house/location number of the customer premise.	A60	*	Use if EGD-Customer-Acct-Num not provided
Misc-Addr	This field is used to pass the miscellaneous address of the customer premise. It could be apartment no, suite no, lot number, unit no. or floor etc.	A40	*	Use if EGD-Customer-Acct-Num not provided. May be blank.
City	This field is used to pass the city in which the premise physically resides.	A40	*	Use if EGD-Customer-Acct-Num not provided
Province	Province. "ON"	A2	*	Use if EGD-Customer-Acct-Num not provided
Country	Country. "CA"	A2	*	Use if EGD-Customer-Acct-Num not provided
Postal-Code	Postal code. Format "ANANAN"	A6	*	
Phone-Number	Value should be positional where first three characters are area code and last seven are subscriber number.	N10	*	May be used for matching if no customer account number is provided.
Meter-Number	Silver tag on meter – For new builder homes address is not standardized and there's no postal code. The meter number on a silver plate on the meter could be used in this case.	N10	*	May be used for matching if no customer account number is provided.
Mail-Street-Number	This field is used to pass the house/location number of the customer's mailing address.	A10	*	Not used for matching logic; only used to maintain customer information.
Mail-Suffix	This field is used to pass an extension of the customer's mailing house number only. This would be an apartment or	A10	*	Not used for matching logic; only used to maintain customer

Customer Information record layout				
Field	Description	Data	Req'd/ Opt	Comment
	basement. E.g. "A", "B", "1/2")			information.
Mail-Street-Name	This field is used to pass the street name only as it pertains to the house/location number of the customer's mailing address.	A60	*	Not used for matching logic; only used to maintain customer information.
Mail-Misc-Addr	This field is used to pass the miscellaneous address of the customer's mailing address. It could be apartment no, suite no, lot number, unit no. or floor etc.	A40	*	Not used for matching logic; only used to maintain customer information.
Mail-City	This field is used to pass the city in which the mailing address physically resides.	A40	*	Not used for matching logic; only used to maintain customer information.
Mail-Province	Province. "ON"	A2	*	Not used for matching logic; only used to maintain customer information.
Mail-Country	Country. "CA"	A2	*	Not used for matching logic; only used to maintain customer information.
Mail-Postal-Code	Postal code. Format "ANANAN"	A6	*	Not used for matching logic; only used to maintain customer information.

Required customer identification fields are as follows.

Scenario	Required fields	Optional fields	Ignored fields
Action Type = "A" or "F"	The majority of the fields are required since we need enough info to add the new account		
Action Type = "M" and Open-Bill-Ref-	Open-Bill-Ref-Num	All remaining fields	All remaining fields

Scenario	Required fields	Optional fields	Ignored fields
Num is provided			
Action Type = "M" and EGD-Customer-Acct-Num is provided	EGD-Customer-Acct-Num	All remaining fields	All remaining fields
Action Type = "M" and Meter-Number is provided	Meter-Number (One of Cust-Surname or Org-Name)	All remaining fields	Open-Bill-Ref-Num
Action Type is "A" or "M" without Open-Bill-Ref-Num, EGD-Customer-Acct-Num or Meter-Number	(One of Cust-Surname or Org-Name) Street-Number Postal Code (Phone-Number will be used for customer type = P (person))	All remaining fields	Open-Bill-Ref-Num
Action Type is "U"	Open-Bill-Ref-Num	All remaining fields	EGD-Customer-Acct-Num

Customer Matching Logic used:

If action code = "F" (Force the addition of Stand Alone Account), return manual add (code 27)

Pass 0

- If Biller provides OBA number, match OBA number
- If OBA number matches, register customer (i.e. status code 000. Charges can now be sent for this OBA number)
- If OBA number does not match, return status code 134 "OBA Number does not match"
- If OBA number is linked to an inactive account, return status code 28 "Account not active" and OBA number
- If no OBA number is provided, proceed to pass 1.

Pass 1

- If customer account number is provided, match customer account number
- If matched and account is active, return OBA ref number
- If matched and account is not active, return status code 28 "Account inactive" and OBA number
- If not matched, return status code 001 "Account does not exist"

- If customer account number not provided, proceed to pass 2.

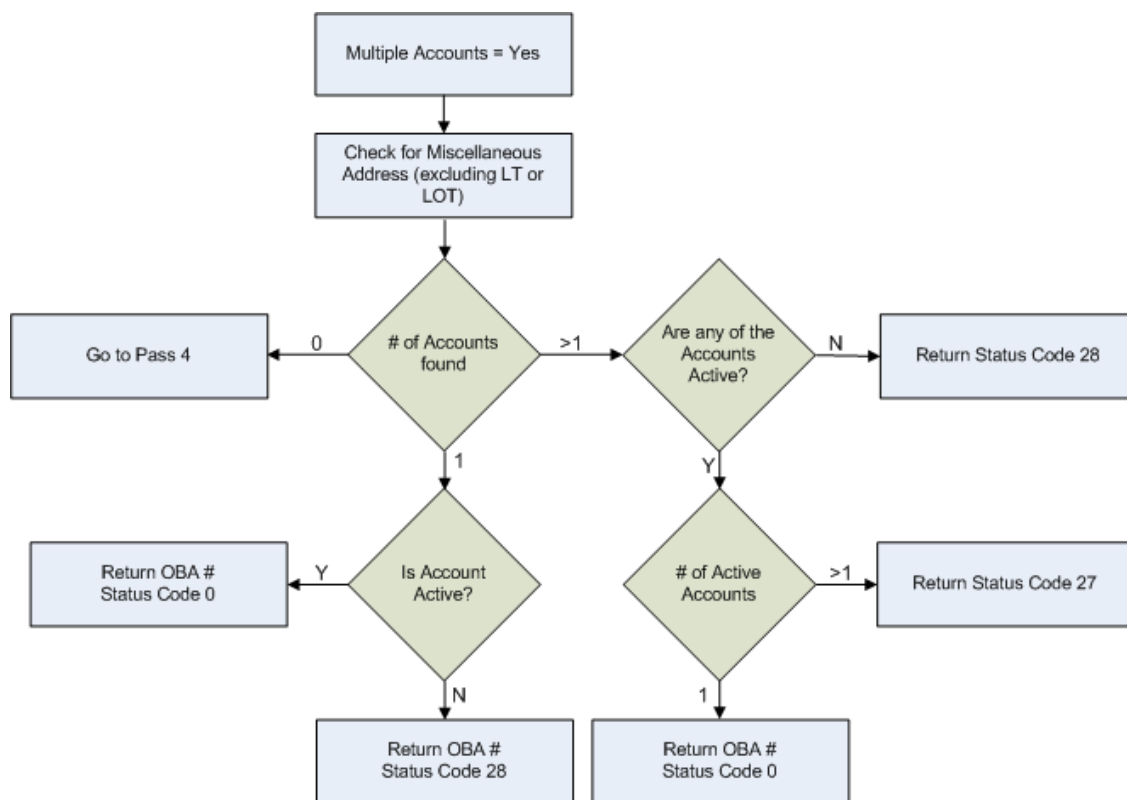
Pass 2

- If meter number is provided, match to device serial number and first four characters of surname in Transaction File to four characters anywhere in SAP name field.
- If one account is matched and account is active, return OBA ref number
- If matched and name matches but account is not active, return status code 028 "Account inactive" and OBA number
- If matched but name does not match, return status code 131 "Meter number exists but name is incorrect"
- If not matched, return status code 130 "Meter number does not exist"
- If customer meter number not provided, proceed to pass 3.

Pass 3

- If phone number is provided, and customer type –“P” for a person then proceed with pass 3, else move to pass 4
Match phone number, suffix and house number provided in file to phone number from business partner and suffix and house number for the premise.
Note that all assigned phone numbers for the given business partner should be checked. Also match full postal code
 - If exactly one account is matched
 - If the account is active, send OBA number
 - If the account is inactive, pass error code 28 and return OBA number
 - If multiple accounts are matched, check for miscellaneous address (excluding LT or LOT). Check to see if the matched accounts **are active**.

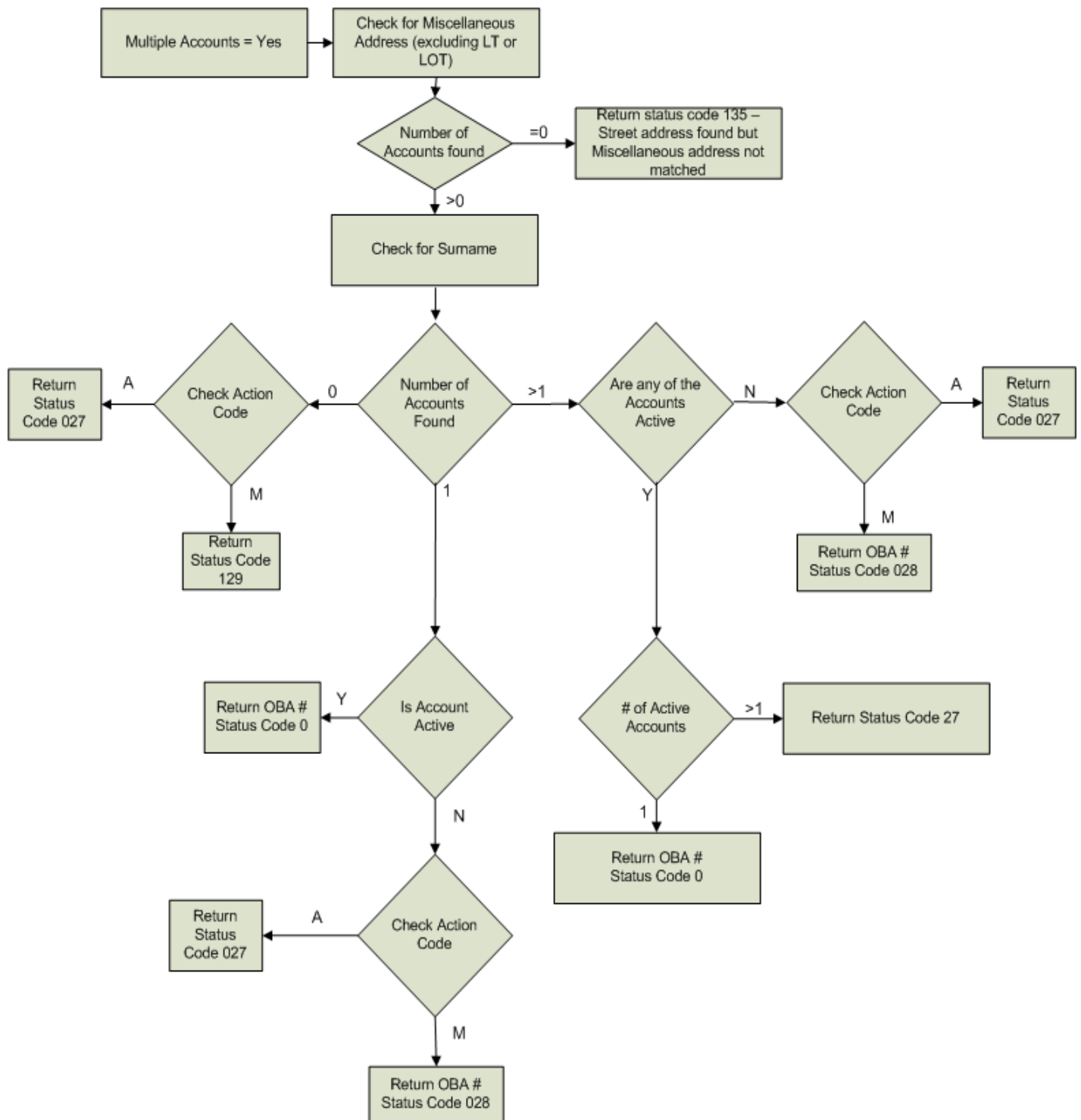
[Remainder of page intentionally left blank.]



Pass 4

- Proceed with pass 4 if not eligible for pass 0 to pass 3, or in case of a rollover from pass 3
- Match the house number and suffix provided in the file with the house number and suffix for the premise. Also full postal code should be matched.

[Remainder of page intentionally left blank.]



The following are the eligibility criteria for each pass. A record must match one of the criteria below or it will be rejected:

- Pass 0 : OBA number must be provided
- Pass 1: Account number must be provided
- Pass 2: Meter number and Surname (or Org. name) must be provided
- Pass 3: House number, Suffix, Miscellaneous Address, Phone number and Postal code. Rollover to pass 4 possible

- Pass 4: House number, Suffix, Miscellaneous Address, Postal code and Surname (or Org. Name)

Billers should use the following standard format for creating miscellaneous address information when they are registering a customer using the customer's address. Note that UPPER CASE is to be used. The chart below identifies the common miscellaneous addresses and their short forms.

<u>Name</u>	<u>Standard Short Form</u>
▪ Apartment	APT
▪ Block	BLK
▪ Building	BLD
▪ Floor	FLOOR
▪ Lot	LT
▪ Lower	LOWER
▪ PENTHOUSE	PENT
▪ Phase	PH
▪ Suite	STE
▪ Unit	U
▪ Upper	UPPER

Section 5.1.4 Bill Ready Record Layout

The Biller passes a record to CIS identifying the desired Customer using the OBA reference number, and provides information regarding the Bill Ready charge amount and type to be posted. For each record in the Transaction File which is identified as a Bill Ready transaction (record ID set to "B"), CIS will

- Locate the contract account associated to the OBA reference number specified by the Biller
- Validate whether customer has a poor credit score; if so, transaction will be rejected
- Validate whether the Customer has had a previous charge in dispute that has not be resolved by the due date for the same Bill Type Code; if so, reject transaction
- Create record in Acknowledgement File for each record in Transaction File with a success status code or error status code as appropriate

For Bill Ready Requests, the Biller will need to send in the charge amount, excluding taxes with an indicator advising which tax to apply. This is due to potential tax percentage changes. The Biller has the option to provide the Customer contract end date.

When provided, the contract end date must be greater than or equal to the current date and within the next 10 years.

Following is the required layout of the Bill Ready record. See **Section 3.2** for more information on the creation and processing of this record.

Bill Ready Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "002" for detail record
Record-Id	Determines transaction type for detail record. "C" – Customer "B" – Bill ready "R" – Rate ready "L" – Loan "E" – Rental	A1	R	Provide "B" for bill-ready record
Action-Type	Action to be performed for this record "A" – Add	A1	R	Action Type "A" only is supported for this transaction.
Biller-Transaction-Id	Biller provided identifier for transaction	A20	O	Not used in program; echoed back in response file to aid Biller processing
Biller-Customer-Id	Biller provided identifier for customer	A20	O	Not used in program; echoed back in response file to aid

Bill Ready Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
				Biller processing
Open-Bill-Ref-Num	EGD determined unique identifier for OBA Service transactions for customers	A32	R	
EGD-Transaction-ID	Unique identifier for transaction as generated by EGD. Must be provided by Biller for future updates/deletes to transactions that have already been processed.	A20		Leave blank for Bill Ready transactions
Bill-Ready-Amount	Charge amount excluding taxes. Bill ready amount will be added to the next available Service Bill for the customer. Negative signs and decimals accepted; do not send commas.	C9	R	Maximum amount per transaction is \$99999.99as debit or - \$99999.99as credit
Tax-Indicator	Identifies which taxes to apply to this transaction. "G" – GST only "B" – HST "N" – Neither	A1	R	Tax will be calculated and applied in addition to Bill Ready amount based on this flag. Biller must pass "N" if customer is tax-exempt; otherwise record will be rejected.
Bill-Type-Code	Code to determine the type of charge to apply to the customer. Refer to Appendix B for details.	N4	R	Used to determine how this amount should be tracked in G/L for accounting purposes, and the print item on the invoice. Also, security as well as validation of charges due to disputes is determined by this code.
Contract End Date	Customer Contract end date with Biller. Use format: YYYYMMDD	N8	O	End date must be greater than or equal to current date and within the next 10 years.

Section 5.1.5 Rate Ready Standing Request Record Layout

For each record in the Transaction File identified as Rate Ready (e.g. “R”, “L” or “E”), CIS will:

- Locate the contract account associated to the OBA reference number specified by the Biller
- Validate whether customer has a poor credit score; if so, any “Add” transactions will be rejected
- Validate whether the Customer has had a previous charge in dispute that has not be resolved by the due date for the same Bill Type Code; if so, reject transaction
- Validate whether amounts are negative for Rentals or Loans; if so reject transaction (all negative amounts; i.e. credits to the Customer should be sent as Bill Ready transactions. Also note that Standing Requests can be used for repeating discounts)
- Create or remove (based on action code provided in the Transaction file by Biller) a Standing Request; note that amounts may be either credits or debits depending on the action code supplied by the Biller
- Create record in Acknowledgement File for each record in Transaction File with a success status code or error status code as appropriate

For Rate Ready Standing Requests, the Biller will need to send in the charge amount, excluding taxes with an indicator advising which tax to apply. This is due to potential tax percentage changes.

Following is the required layout of the Rate Ready record. See **Section 3.3** for more information on the creation and processing of this record.

Rate Ready Standing Request Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. “001” – Header “002” – Detail “003” – Trailer	N3	R	Provide “002” for detail record
Record-Id	Determines transaction type for detail record. “C” – Customer “B” – Bill ready	A1	R	Provide “R” for Rate Ready record

Rate Ready Standing Request Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
	"R" – Rate ready "L" – Loan "E" – Rental			
Action-Type	Action to be performed for this record "A" – Add "D" – Delete	A1	R	Action Type "A" and "D" only are supported for this transaction.
Biller-Transaction-Id	Biller provided identifier for transaction	A20	O	Not used in program; echoed back in response file to aid Biller processing
Biller-Customer-Id	Biller provided identifier for customer	A20	O	Not used in program; echoed back in response file to aid Biller processing
Open-Bill-Ref-Num	EGD determined unique identifier for OBA Service transactions for customers	A32	R	
EGD-Transaction-ID	Unique identifier for transaction as generated by EGD. Must be provided by Biller for future updates/deletes to transactions that have already been processed.	A20	R	Mandatory if action code is "U" or "D". Use the transaction ID provided by EGD in response when "A" transaction was acknowledged
Rate-Ready-Amount	Charge amount excluding taxes. Rate ready amount will be added to the next available Service Bill for the customer after the provided start date. Decimals and negative amounts accepted; do not send commas.	C9	R	Only applicable for "A" and "U" action code. Maximum amount per transaction is \$99999.99as debit or - \$99999.99as credit.
Tax-Indicator	Identifies which taxes to apply to this transaction. "G" – GST only	A1	R	Only applicable for "A" and "U" action code. Tax will be calculated and applied in addition to Rate Ready amount

Rate Ready Standing Request Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
	<p>"B" – HST</p> <p>"N" – Neither</p> <p>After July 1st, 2010 only B - HST and N - None will be valid.</p>			based on this flag. Biller must pass "N" if customer is tax-exempt; otherwise record will be rejected.
Bill-Type-Code	<p>Code to determine the type of charge to apply to the customer.</p> <p>Refer to Appendix B for details.</p>	N4	R	<p>Only applicable for "A" action code.</p> <p>Used to determine how this amount should be tracked in G/L for accounting purposes and the print item on invoice. Also, security as well as validation of charges due to disputes is determined by this code.</p>
Start-Date	<p>Date the Rate Ready transactions will start. First charge will be applied on the first Service Bill on or after the start date. Note that if the next scheduled bill is within ten days of the current date, and the start date is requested before this scheduled bill date, the charge will be created for the subsequent billing month. Use format: YYYYMMDD</p>	D8	R	<p>Only applicable for "A" action code.</p> <p>The earliest start date is today + 3 calendar days.</p>
Frequency	<p>Frequency for the Bill Ready charge to be applied.</p> <p>"M" – Monthly</p> <p>"Q" – Quarterly</p> <p>"Y" – Yearly</p>	A1	R	<p>Only applicable for "A" action code.</p> <p>If not provided, will default to monthly.</p>
Num-Installments	<p>Number of installments to bill this charge.</p>	N4	R	<p>Only applicable for "A" and "U" action code.</p> <ul style="list-style-type: none"> If Frequency = M then Num

Rate Ready Standing Request Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
				installments must be >0 & <= 60 • If Frequency = Q then Num installments must be > 0 & <=20 • If Frequency = Y then Num installments must be > 0 & <=5
Contract End Date	Customer Contract end date with Biller. Use Format: YYYYMMDD	N8	O	Contract end date must be plus or minus 3 months of the Standing Request Execution Period End date.
Bill Out Option	Bill out option at time of move out if account in good standing. "Y" – Yes "N" – No	A1	R	Bill out option must be 'N' if greater than 1 year term.

Section 5.1.6 Rate Ready Loan Record Layout

For each record in the Transaction File identified as Rate Ready (e.g. "R", "L" or "E"), CIS will:

- Locate the contract account associated to the OBA reference number specified by the Biller
- Validate whether customer has a poor credit score; if so, any "Add" transactions will be rejected
- Validate whether the Customer has had a previous charge in dispute that has not been resolved by the due date for the same Bill Type Code; if so, reject transaction.
- Validate whether amounts are negative; if so reject transaction
- If the transaction is a rental or loan, create/update/remove (based on action code provided in file by Biller) a contract with the appropriate attributes as specified in the Transaction File
- Create record in Acknowledgement File for each record in Transaction File with a success status code or error status code as appropriate

Following is the required layout of the Loan record.

Rate Ready Loan Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "002" for detail record
Record-Id	Determines transaction type for detail record. "C" – Customer "B" – Bill ready "R" – Rate ready "L" – Loan "E" – Rental	A1	R	Provide "L" for loan record
Action-Type	Action to be performed for this record "A" – Add "D" – Delete	A1	R	Action Type "A" and "D" only are supported for this transaction.
Biller-Transaction-Id	Biller provided identifier for transaction	A20	O	Not used in program; echoed back in response file to aid Biller processing
Biller-Customer-Id	Biller provided identifier for customer	A20	O	Not used in program; echoed back in response file to aid Biller processing
Open-Bill-Ref-Num	EGD determined unique identifier for OBA Service transactions for customers	A32	R	
EGD-Transaction-ID	Unique identifier for transaction as generated by EGD. Must be provided by Biller for future updates/deletes to transactions	A20	R	Mandatory if action code is "D". Use the transaction ID provided by EGD in

Rate Ready Loan Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
	that have already been processed.			response when "A" transaction was acknowledged
Principal-Amount	Total amount of principal on loan. Decimals accepted; do not send negative amounts or commas.	C9	R	Only applicable for "A" action code. Maximum amount per transaction is \$99999.99
Interest-Amount	Total amount of interest on loan. Decimals accepted; do not send negative amounts or commas.	C9	O	Only applicable for "A" action code. Maximum amount per transaction is \$99999.99
Interest-Rate-Monthly	Percentage of interest per month for loan. Allow up to three decimal places. E.g. to send a rate of 12.345% send: 12.345	N6	R	Only applicable for "A" action code.
Payment-Amount-Monthly	Monthly amount to be paid by customer on loan. Decimals accepted; do not send negative amounts or commas.	C9	R	Only applicable for "A" action code.
First-Payment-Amount	Amount to be paid by customer on loan for first payment period. Decimals accepted; do not send negative amounts or commas.	C9	O	Only applicable for "A" action code. If value is left blank (i.e. no value, do not send zero), will default to Payment-Amount-Monthly.
Last-Payment-Amount	Amount to be paid by customer on loan for last payment period. Decimals accepted; do not send negative amounts or commas.	C9	O	Only applicable for "A" action code. If value is left blank (i.e. no value, do not send zero), will default to Payment-Amount-

Rate Ready Loan Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
				Monthly.
Bill-Type-Code	Code to determine the type of charge to apply to the customer. Refer to Appendix B for details.	N4	R	Only applicable for "A" action code. Used to determine how this amount should be tracked in G/L for accounting purposes and the bill print item on the invoice. Also, security as well as validation of charges due to disputes is determined by this code.
Start-Date	Date the loan transactions will start. First charge will be applied on the first Service Bill on or after the start date. Use format: YYYYMMDD	D8	R	Only applicable for "A" action code. The earliest start date is today + 3 calendar days.
Num-Installments	Number of installments to bill this charge.	N4	R	Only applicable for "A" action code.

Section 5.1.7 Rate Ready Rental Record Layout

For each record in the Transaction File identified as Rate Ready (e.g. "R", "L" or "E"), CIS will:

- Locate the contract account associated to the OBA reference number specified by the Biller
- Validate whether customer has a poor credit score; if so, any "Add" transactions will be rejected
- Validate whether the Customer has had a previous charge in dispute that has not been resolved by the due date for the same Bill Type Code; if so, reject transaction.
- Validate whether amounts are negative for Rentals or Loans; if so reject transaction
- If the transaction is a rental or loan, create/update/remove (based on action code provided in file by Biller) a contract with the appropriate attributes as specified in the Transaction File

- Create record in Acknowledgement File for each record in Transaction File with a success status code or error status code as appropriate

For Rental Contracts the Billers will need to send in rental amount, excluding taxes with an indicator advising which tax to apply. This is due to potential tax percentage changes.

Following is the required layout of the rental record.

Rate Ready Rental Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "002" for detail record
Record-Id	Determines transaction type for detail record. "C" – Customer "B" – Bill ready "R" – Rate ready "L" – Loan "E" – Rental	A1	R	Provide "E" for rental record
Action-Type	Action to be performed for this record "A" – Add "U" – Update "D" – Delete	A1	R	Action Type "A", "U" and "D" only are supported for this transaction.
Biller-Transaction-Id	Biller provided identifier for transaction	A20	O	Not used in program; echoed back in response file to aid Biller processing
Biller-Customer-Id	Biller provided identifier for customer	A20	O	Not used in program; echoed back in response file to aid

Rate Ready Rental Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
				Biller processing
Open-Bill-Ref-Num	EGD determined unique identifier for OBA Service transactions for customers	A32	R	
EGD-Transaction-ID	Unique identifier for transaction as generated by EGD. Must be provided by Biller for future updates/deletes to transactions that have already been processed.	A20	R*	Mandatory if action code is "U" or "D". Use the transaction ID provided by EGD in response when "A" transaction was acknowledged
Rental-Amount	Rental amount excluding taxes. Rental amount will be added to the next available Service Bill for the customer after the provided start date. Decimals accepted; do not send negative amounts or commas.	C9	O*	Only applicable for "A" and "U" action code. Maximum amount per transaction is \$99999.99. If value is zero, will default to predetermined price as defined for the Bill Type Code. Changes to default prices by Bill Type Code communicated to EGD manually. To revert from an override price to default price, send a "U" transaction with zero for rental amount.
Tax-Indicator	Identifies which taxes to apply to this transaction. "B" – HST "N" – Neither	A1	R*	Only applicable for "A" action code. Tax will be calculated and applied in addition to Bill Ready amount based on this flag. Biller must pass "N" if customer is tax-exempt; otherwise record will be rejected.
Bill-Type-Code	Code to determine the type of charge to apply to the	N4	R	Only applicable for "A" action code.

Rate Ready Rental Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
	customer. Refer to Appendix B for details.			Used to determine how this amount should be tracked in G/L for accounting purposes, and bill print item on invoice. Also, security as well as validation of charges due to disputes is determined by this code.
Rental-Type	Billers use an additional field to determine the rental type being used. This will be used to determine the price per month for the rental if the rental price is not explicitly provided on this record. The default rental code of 510001 must be entered into this field if a rental table has not been setup for the Biller.	N6	R	Only applicable for "A" action code.
Start-Date	Date the Rate Ready transactions will start. First charge will be applied on the first Service Bill on or after the start date. Use format: YYYYMMDD	D8	R*	Only applicable for "A" and "U" action code. If provided for "U" action code, this will determine the date that the changes will be effective as-of. The earliest start date is today + 3 calendar days.

Section 5.1.8 Trailer Record

Following is the required layout of the Trailer record.

Trailer record layout				
Field	Description	Data	Req'd/ Opt	Comment

Trailer record layout				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "003" for trailer record
Customer-Record-Count	Count of records sent in file with record ID "C"	N5	R	
Bill-Ready-Record-Count	Count of records sent in file with record ID "B"	N5	R	
Bill-Ready-Total-Amount	Sum of all amounts sent with record ID "B" in "Bill-Ready-Amount" field. Add all debit amounts and subtract all credit amounts.	N12	R	Negative signs and decimals accepted; do not send commas.
Rate-Ready-Record-Count	Count of records sent in file with record ID "R"	N5	R	
Rate-Ready-Total-Amount	Sum of all amounts sent with record ID "R" in "Rate-Ready-Amount" field	N12	R	Negative signs and decimals accepted; do not send commas.
Loan-Record-Count	Count of records sent in file with record ID "L"	N5	R	
Loan-Total-Amount	Sum of all amounts sent with record ID "L" in "Principal-Amount" field	N12	R	Decimals accepted; do not send negative signs or commas.
Rental -Record-Count	Count of records sent in file with record ID "E"	N5	R	
Rental-Total-Amount	Sum of all amounts sent with record ID "E" in "Rental-Amount" field	N12	R	Decimals accepted; do not send negative signs or commas.

[Remainder of page intentionally left blank.]

Section 5.1.9 Rate Ready Rental Update Record Layout (for Billers Using the Rental Table)

Rental Table Price Update Transaction Files

Only Billers that are using a Rental Table can use this process. The new rental price update process allows Billers to send in updated/new rental prices at any time. The Biller can submit one or more rental price update files on any day. Similar to the current OBA Transaction Files, the Rental Price Update files will be processed and an acknowledgement file will be provided for each file. Only future dated inserts/updates will be allowed through the interface. The rental price update file that the Biller can submit is a variable-length record, pipe-delimited field, ASCII (or text) file using only upper case for all alpha characters.

Each file must contain a single header and a single trailer with at least 1 detail transaction record in the format detailed below.

File naming convention:

The naming convention of the submitted file must be as below:

{Timestamp}_OBA_RPU_{BillerID}_IN.dat – Regular file that can be submitted daily

Where:

- {Timestamp} = YYYYMMDDhhmmss and hh is in 24 hour format
- {BillerID} = 99999

File field delimiter: Pipe (|)

For example, 20170801140000_OBA_RPU_00100_IN.dat.

Note: General Data Validations similar to the existing input files apply to this file as well.

Section 1 Header Record Layout

This is the required layout of the header record. Note that errors that are identified as “Header” or “Trailer” level errors will be checked first before any records are processed. If a header or trailer level error is discovered, the entire file will be rejected, and every detail record will be echoed back with the same error status code. This will indicate to the Biller that no records were successfully processed. *All validation rules and error codes are explained in Section 4*

Header record layout

Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. “001” – Header “002” – Detail “003” – Trailer	N3	R	Provide “001” for header record
Biller-Id	Identification number for Biller	N5	R	
Biller-Datetime-Stamp	This field is used to control the file contents to ensure that the file is the most recent and not a previous file.	A14	R	In the acknowledgement file to the Biller, the datetime stamp will reflect the Biller's

Header record layout				
Field	Description	Data	Req'd/ Opt	Comment
	YYYYMMDDhhmmss			original datetime stamp to allow the Biller to match files to one another.

Section 2 Rental Price Update Record File Layout

This is the required layout of the rental price update record. Where **R*** appears in the Req'd/Opt field, this indicates that this field is a **rental price identifying** field. If a field is optional, it need not be provided but may be used by the program or the CSR in processing the record.

Rental Price Update Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "002" for detail record
Record-Id	Determines transaction type for detail record. "P" – Rental Price	A1	R	Provide "P" for rental Prices
Action-Type	Action to be performed for this record "U" – Update "C" - Create	A1	R	
Rental-Type	Biller uses an additional field to determine the rental type being used.	N6	R*	6 digit rental type as defined by biller. Can be either an existing rental type or a new rental type
Rental Price	Rental price. Decimals accepted; do not send negative	C9	R	Mention price with two decimal places

Rental Price Update Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
	amounts or commas.			Eg: 17.99, 9.50 etc. Value cannot be zero.
Start-Date	Date the new price will be applicable from Use format: YYYYMMDD	D8	R*	Start date can be either current date or later. Back-dated start dates will not be allowed.
End-date	Date until which this specific price is applicable. Use format: YYYYMMDD	D8	Opt.	The date will be defaulted to 9999/12/31 if not provided.
Rental Price Description	Description for the rental price	C40	Opt.	Allows both text and numerals.

The steps below outline how the rental prices will be updated through the interface:

- 1) The interface will process the files one-by-one and the records one after the other. This means that the records must have the Start dates in ascending order to update all prices in order. This is irrelevant if only one particular time slice/price is being updated through the file.
- 2) The record passes through initial validations such as valid dates, prices, Biller ID etc. Any record that fails at the initial validation will be errored out and not considered for further processing.
- 3) The rental price cannot be back-dated and has to be future-dated.
- 4) Duplicate entries will be discarded and duplicates will be errored out in the acknowledgment file.

- 5) Upon successful update of the prices, the earlier prices will be time-sliced accordingly. For example: The rental type 510001 has the latest time slice as below:
510001 2017/01/01 9999/12/31 20.00

If the update file contains the below record –

510001 2018/02/01 2018/12/31 21.00

The latest entry will be time-sliced to 2018/01/31 upon the successful update of the record.

- 6) There cannot be any gaps in the prices – i.e. the start and to dates must be consistent as below

Start Date	To Date	Price
2018/01/01	2018/12/31	26.00
2019/01/01	9999/12/31	27.00

An example of an incorrect file is as below:

Start Date	To Date	Price
2018/01/01	2018/10/31	26.00
2019/01/01	9999/12/31	27.00

- 7) If the Biller does not provide a to-date, it will automatically be considered as 9999/12/31. Billers are advised to always use 9999/12/31 as the end date, unless a rental price is to be used only for a particular time frame. It is important to note that if the price is updated to a specific end date, then the Biller must submit the new price for the next time frame without any gaps and before the end date is reached.

For example: If a price is updated from 2017/07/01 to 2017/09/30, it is the responsibility of the Biller to submit the new price starting 2017/10/01 prior to Oct 1st 2017.

- 8) If there are two records exactly the same in the file, then one will be accepted and updated. The other will be rejected with an error message.
- 9) If there are two records exactly the same with respect to Rental type, start and end date but the price is different, then both the records will be rejected from the file.

Section 3 Trailer Record Layout

If a header or trailer level error is discovered, the entire file will be rejected, and every detail record will be echoed back with the same error status code. This will indicate to the Biller that no records were successfully processed.

The record layout of the returned Trailer record is as follows:

Trailer record layout				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "003" for trailer record
Total-Record-Count	Count of records sent in file with record ID "P"	N5	R	
Rental-Total-Price	Sum of all amounts sent with record ID "P" in "Rental-Price" field	N12	R	2 Decimals accepted; do not send negative signs or commas.

[Remainder of page intentionally left blank.]

Section 4 Acknowledgment File for Rental Price Updates

For every rental price update file submitted by the Biller, there will be an acknowledgement file created which will inform the biller of the status of the submitted file. The file will be a replica of the input file with the additional status code and text against each detail record.

File Name format:

{Timestamp}_OBA_RPU_{BillerID}_OUT.dat

{Timestamp} – the date time stamp will match the input file submitted and can be used to match the same.

File field delimiter: Pipe (|)

Each detail record can be either accepted or rejected. The rejection reason and code will be provided in the file and can be cross-checked with the Biller to see if any action is required. For example a duplicate entry requires action from the Biller to check which one is valid, and an existing start date error requires the Biller to resubmit with a later date.

Section 5 explains the error codes, the reason and the necessary action required.

Rental Price Update Transaction record

Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "002" for detail record
Record-Id	Determines transaction type for detail record. "P" – Rental Price	A1	R	Provide "P" for rental Prices
Action-Type	Action to be performed for this record "U" – Update "C" - Create	A1	R	
Rental-Type	Biller uses an additional field to determine the rental type being used.	N6	R*	6 digit rental type as defined by biller. Can be either an existing rental type or a new rental type
Rental Price	Rental price. Decimals accepted; do not send negative	C9	R	Mention price with two decimal places

Rental Price Update Transaction record				
Field	Description	Data	Req'd/ Opt	Comment
	amounts or commas.			Eg: 17.99, 9.50 etc. Value cannot be zero.
Start-Date	Date the new price will be applicable from Use format: YYYYMMDD	D8	R*	Start date can be either current date or later. Back-dated start dates will not be allowed.
End-date	Date until which this specific price is applicable. Use format: YYYYMMDD	D8	Opt.	The date will be defaulted to 9999/12/31 if not provided.
Rental Price Description	Description for the rental price	C40	Opt.	Allows both text and numerals.
Status-Code	Status code indicating success or errors encountered if any. Refer to Section 5 for detailed status codes	N4	R	
Status-Text	Supplementary status information if required	A100	O	

Section 5 Detailed Validation Rules and Error codes

There will be two levels of validations on the submitted files:

- **File level** validation will be performed on the Biller's flat file when it is submitted to ensure that the header and trailer information matches the records in the file. In addition, the Biller ID of the file must also be validated against the associated Biller. Errors are logged in the returned transaction file which will be posted onto the EDG SFTP Server. The Biller may correct this file and resubmit it.
- **Field level** validation will be performed on the Biller's flat file during the daily processing run. Errors are logged in the returned transaction file which will be posted onto the EDG File Transfer Server. Some examples of Field Level validation errors are, incorrect start date, to-date lesser than from-date, Start date already exists etc.

NOTE: Files will be validated/checked for 'Header' or 'Trailer' level errors first, before any records are processed.

If a header or trailer level error is discovered, the entire file will be rejected, and every detail record will be echoed back with the same error status code. This will indicate to the Biller that no records were successfully processed.

Status Code	Record Impacted	Level	Error Message	Explanation	Biller Interface Action	Recommended Biller Action
000	Detail	Record	Price Updated successfully	Passed all edit checks.	Successful transaction	Successful transaction
017	Header	Field	Invalid Date-time	Incorrect format.	Entire file is rejected.	Ensure date is formatted using YYYYMMDD.
017	Header	Field	Invalid Date-time	Incorrect format.	Entire file is rejected.	Ensure time is formatted using HHMMSS.
017	Header	Field	Invalid Date-time	Value is blank.	Entire file is rejected.	The Date/Time is a required field. Provide a non-zero value.
017	Header	Field	Invalid Date-time	Invalid characters found.	Entire file is rejected.	Ensure the Date/Time contains only numbers. Remove any special characters or letters.
018	Header	Field	No Header Record found	Record Type '001' was not found or not the first record.	Entire file is rejected.	Ensure there is one and only one '001' Record Type and that it is the very first record in the file.
019	Any	Field	Invalid Record Type	Record type is not '001', '002' or '003'	Entire file is rejected.	Ensure any Record Type is only '001', '002' or '003'.
020	Trailer	Field	No Trailer Record found	Record Type '003' was not found or not the last record.	Entire file is rejected.	Ensure there is one and only one '003' and that it is the very last record in the file.
021	Trailer	File	Detail Record Count mismatch	The number of Detail Records in the file does not equal the Detail Record Count value.	Entire file is rejected.	Ensure all the Detail Records in the file, including are accounted for in the Detail Record Count value.
025	Trailer	Field	Invalid Total Record Count	Value is zero.	Entire file is rejected.	The Total Record Count is a required field. Provide a non-blank value.
025	Trailer	Field	Invalid Total Record Count	Invalid characters found.	Entire file is rejected.	Ensure only numbers are present. Remove any special characters or

Status Code	Record Impacted	Level	Error Message	Explanation	Biller Interface Action	Recommended Biller Action
						letters.
032	Header	Record	Input File is Empty	Input file is empty; no header, detail or trailer records present.	Entire file is rejected.	obtain valid file
033	Header	Record	Multiple Header Records Found	The number of header records is more than one.	Entire file is rejected.	obtain valid file
034	Trailer	Record	Multiple Trailer Records Found	The number of trailer records is more than one.	Entire file is rejected.	obtain valid file
067	Detail	Field	Invalid Record ID	Record ID is not 'P'	Record was rejected.	Record ID must be 'R' for Rate Ready transactions.
069	Detail	Field	Unknown Biller ID	Value is not defined.	Record was rejected.	Contact EGD to setup a Biller Identification Number in advance of sending transactions to ABSU.
076	Detail	Record	Invalid Start Date	Start Date is invalid	Record was rejected.	
077	Detail	Record	Invalid Action Code	Action Code is "U"	Record was rejected.	The Action Code has to be "U"
098	Detail	Field	Invalid Record	Invalid value.	Record was rejected.	Obtain valid record.
099	All	Field	Unknown Error	Error is unknown.	Record was rejected.	Contact EGD
101	Trailer	File	Total Rental Price mismatch	The value for the Detailed Rental Price does not equal the Total Rental Price value.	Entire file is rejected.	Ensure all Rental prices are included in the trailer value
110	Detail	Field	Invalid Amount	The amount entered is blank or contains invalid characters	Record was rejected.	Check the amount and correct it
115	Header	Field	Invalid Biller ID	Biller ID on header is blank or Invalid	Entire file is rejected.	Correct the biller ID on the header
116	Header	Field	File Open Error	File could not be read	Entire file is rejected.	Check the file is in ASCII

Status Code	Record Impacted	Level	Error Message	Explanation	Biller Interface Action	Recommended Biller Action
118	Trailer	Record	Trailer contains invalid value	Trailer contains invalid character	Entire file is rejected.	Check that trailer doesn't contain illegal characters (Only numeric , without comma)
120	Detail	Field	Invalid Rental Type	Rental Type is not numeric	Record is rejected	Correct the rental type and resubmit
121	Trailer	Field	Invalid Total Rental Amount	The total rental amount is not valid.	Entire File is rejected	Correct the amount and resubmit
122	Detail	Field	Invalid End-Date	End date is not a valid date format	Record is rejected	Correct the end date and resubmit
145	Detail	Record	Rental Type should be future dated	The start date of the rental type should be in future	Record is rejected	Correct the date and resubmit
146	Detail	Record	Start Date cannot be greater than End date	The start date should be greater than end date	Record is rejected	Correct the date and resubmit
147	Detail	Record	Invalid numeric data for rental price	The rental price data is not numeric	Record is rejected	Correct the price and resubmit
148	Detail	Record	Rental Type does not exist	The rental type does not exist in CIS.	Record is rejected	Correct the entry or create the rental type.
149	Detail	Record	Duplicate Entry	Duplicate entries found in the file.	Record is rejected	Every record after the second record is rejected
150	Detail	Record	Rental Type already exists	Rental type already exists in the system. Can only update.	Record is rejected	Correct the entry by sending an update.

Note: Any changes to the error codes or addition of new ones will be communicated to the Biller as they occur.

[Remainder of page intentionally left blank.]

Section 5.2 EGD OBA Tool-Generated Transaction File

The instructions for using the OBA Tool to generate the Transaction File are outlined below. The mandatory and optional fields are detailed in the sections that follow. For further information on a field contents, refer to record layouts in Section 5.1 of this manual.

The OBA Tool will allow the creation of any of five different record types:

- Customer record
- Bill Ready record
- Rate Ready Standing Requests record
- Rate Ready Loan record
- Rate Ready Rental record

Each record type will provide information at the customer or transaction level, as well as providing for balances and controls. All validation rules must be adhered to, to avoid rejections. The OBA Tool provides some basic edit checks, but some field's values may be assumed. For example the CUSTOMER-SURNAME will assume only one value is passed as input. If the customer's first and surname is entered, the field may pass field edit checks but may get rejected during later processing.

General data input guidelines:

- Required fields in the Transaction File are identified on the screen in red
- Clicking on an input field will trigger field description to display at the bottom left corner of the screen above the task bar.
- Non-required fields are grayed out
- Mouse over the field titles for field descriptions
- The following general validations will be applied for each field where additional validations are not explicitly specified in the field description section:

Data type	Description	Validation	Example
A	Alphanumeric	Any character accepted; all alpha characters must be in uppercase	"YONGE ST" "ABC-123"
N	Numeric	Only digits 1234567890	"12345"
C	Currency	Amounts with up to two decimal places. Indicate negative amounts with leading negative sign. Do not use commas. Where negative amounts are not allowed, this	"-12345.99" "55555.52"

Data type	Description	Validation	Example
		will be explicitly specified.	
D	Date	Use YYYYMMDD format; date must be a valid calendar date	"20081231"

The OBA Tool will create the required header and trailer records when the Transaction File input is completed by the Biller, and the Transaction File is generated. The generated Transaction File can be posted by the Biller to the EGD server on a daily basis

Section 5.2.1 Getting Started with the OBA Transaction Entry Tool

The OBA Transaction creation will be made available via FTP download to all Billers. The OBA Tool is written in Microsoft Access, and is about three megabytes in size,

System Requirements:

- Windows XP Professional or Windows 2003 R2
- MS Office 2003 with MS Access 2003 options
- Required MS Access libraries:
 - Visual Basic for Applications
 - Microsoft Access 11.0 Object Library
 - OLE Automation
 - Microsoft DAO 3.6 Object Library
 - Microsoft ActiveX Data Objects 2.1 Library
 - Microsoft Office 11.0 Object Library

Most of these libraries are installed by default. If a pop-up message requesting a missing library appears, navigate to the Visual Basic Editor in Access, select Tools>References, and select the required library.

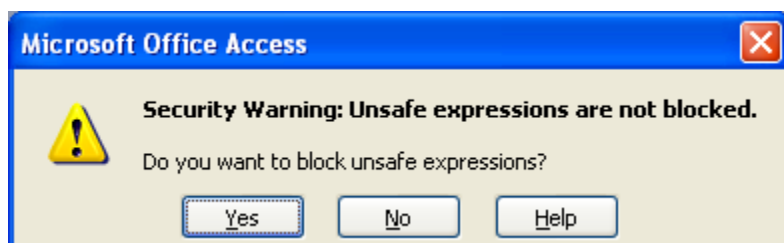
- Enough free disk space to accommodate the OBA Tool and its generated Transaction Files

To download and configure the OBA Tool, follow these instructions:

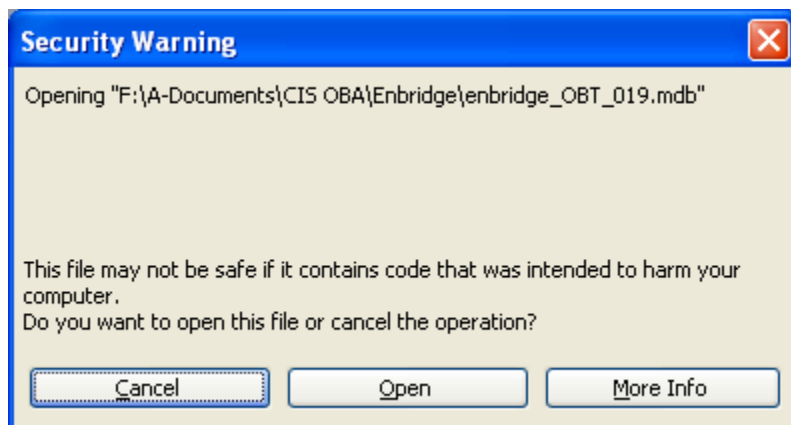
1. Create a folder called **Enbridge**. This folder will store the OBA Tool and the temporary MS Access data files that it generates.
2. Create a folder called **Transaction Files** under the folder called **Enbridge**. This folder will store the final transaction text file, which will be uploaded to the SFTP server for processing by EGD.
3. Download the OBA Tool from the Biller Output folder on the EGD SFTP server. See **Section 6.1** for more information on accessing the EGD SFTP server. The

OBA Tool file name is **Enbridge_OBT_nnn.mdb** (where nnn is the latest version number) and it should be saved into the **Enbridge** folder created in Step 1 above.

4. Double-click on the **Enbridge_OBT_nnn.mdb** to launch MS Access.
5. If prompted, reply **Yes** to the following security warning:



6. If prompted, restart MS Access by double-clicking on **Enbridge_OBT_nnn.mdb**.
7. If prompted, reply **Open** to the following Security warning:



[Remainder of page intentionally left blank.]

8. Reply **Agree** to the following User Agreement:

Legal Agreement

User Agreement

USER AGREEMENT

Subject to this User Agreement, Enbridge Gas Distribution Inc. ("Enbridge") hereby grants to the Biller a non-exclusive, personal, royalty-free, non-transferable license to use the Open Bill Transaction Tool (the "Tool") for internal business purposes solely for the purpose of preparing data for submission to Enbridge pursuant to the Open Bill Access Billing and Collections Services Agreement in place between Enbridge and the Biller (the "OBA") in the manner specified in the Open Bill Manual (as such term is defined in the OBA) as the same may be revised from time to time. This User Agreement shall immediately terminate in the event of the termination of the OBA. Upon termination of this User Agreement, the Biller shall immediately discontinue use of the Tool. ENBRIDGE PROVIDES THE TOOL "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR THAT THE TOOL WILL MEET BILLER'S NEEDS OR WILL BE ERROR-FREE. ALL RISK OF QUALITY AND PERFORMANCE OF THE TOOL RESIDES WITH THE BILLER. IN NO EVENT SHALL ENBRIDGE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL OR PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION) ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE TOOL. EVEN IF ENBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Agree

Disagree

9. Select **Go to Settings** and click **Submit** on the **Home Page** panel.

Enbridge Open Bill Transaction Tool

Home Page V0.30

Select one:

☐ Continue working on the last billing file opened

☐ Open a previously saved billing file

☐ Start a new billing file

☒ Go to Settings

Submit

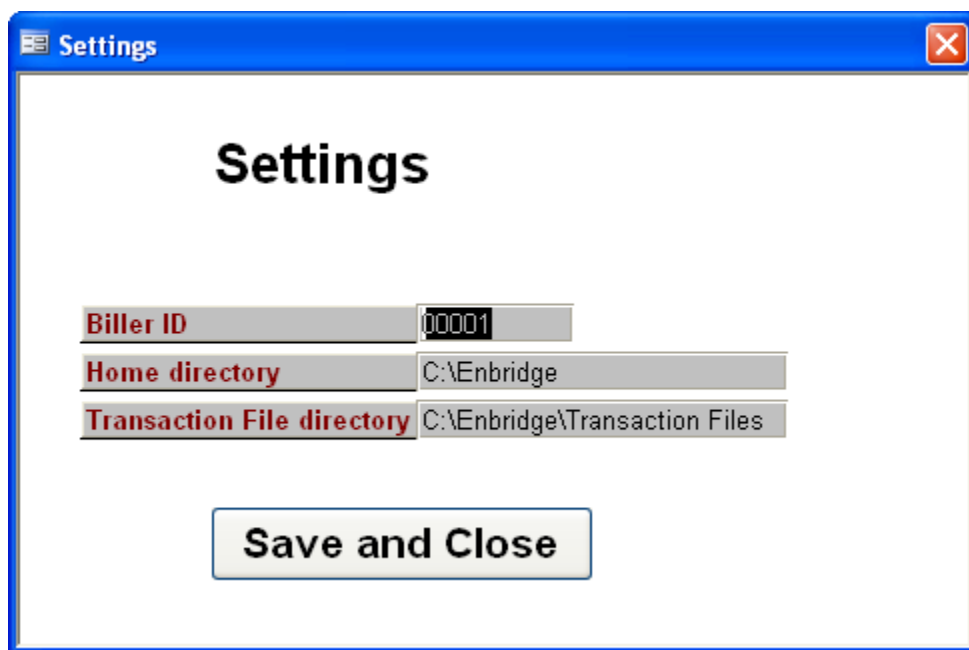
[Remainder of page intentionally left blank.]

10. Enter the required data into the **Settings** fields as follows:

- **Biller ID** (supplied by the EGD OBA administrator)
- **Home directory** (verify that this folder exists)
- **Transaction Files directory** (verify that this folder exists)

Click **Save and Close** to return to the **Home Page**.

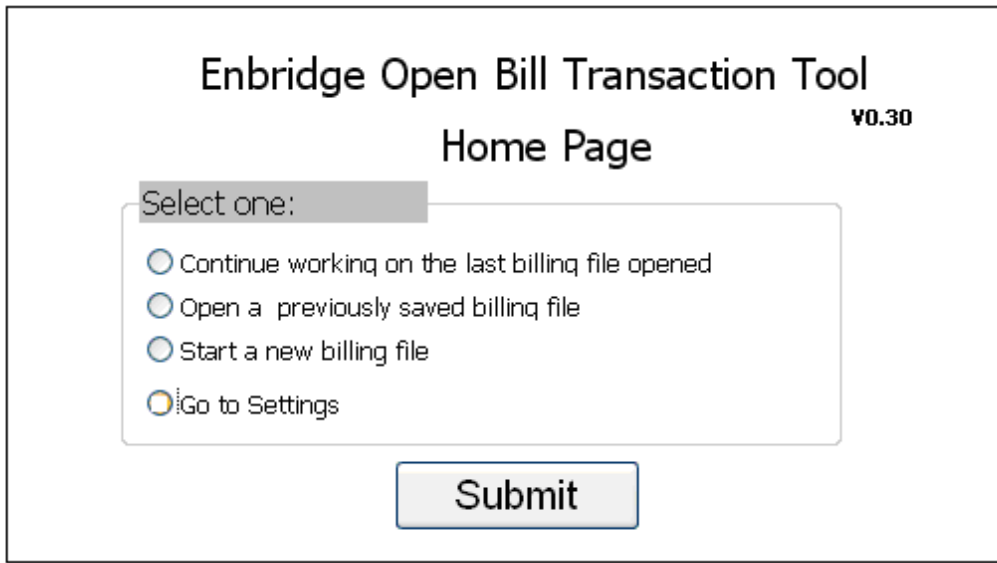
Note: This one-time step must be completed before using the OBA Tool, or the OBA Tool will not work correctly.



The screenshot shows a window titled "Settings" with a blue border and a close button in the top right corner. Inside the window, the word "Settings" is displayed in a large, bold, black font. Below it, there are three input fields with labels in red text: "Biller ID", "Home directory", and "Transaction File directory". The "Biller ID" field contains the text "00001". The "Home directory" field contains the text "C:\Enbridge". The "Transaction File directory" field contains the text "C:\Enbridge\Transaction Files". At the bottom of the window, there is a button labeled "Save and Close".

[Remainder of page intentionally left blank.]

11. From the **Home Page**, choose the desired option to continue.



Enbridge Open Bill Transaction Tool
Home Page **v0.30**

Select one:

- ☐ Continue working on the last billing file opened
- ☐ Open a previously saved billing file
- ☐ Start a new billing file
- ☐ Go to Settings

Submit

- Select **Start a new billing file** and click **Submit** on the **Home Page** panel. This option must be selected when first using the OBA Tool to create a new Transaction File, and will display the Main Page Configuration panel.
- Select **Continue working on the last billing file opened** and click **Submit** on the **Home Page** panel. This option allows the addition of new records to the last file that was worked on.
- Select **Open a previously saved billing file** and click **Submit** on the **Home Page** panel. This option will allow the Biller to browse to a specific file to add new records to.

12. Follow the steps in the next Sections to enter Customer and Transaction data.

Note: MS Access may open some panels in a new window. Check the Task Bar at the bottom of the screen to find the required window.

[Remainder of page intentionally left blank.]

Section 5.2.2 Main Page Configuration

The Main Page of the OBA Tool allows the Biller to select any of the five transaction types, generate the final Transaction File to be processed by EGD, or return to the Home Page.

Enbridge Open Bill Transaction Tool v0.30

Customer Bill Ready Standing Request Loan Rental

Generate Transaction File

Return to Home Page

- Select **Customer** to create a new customer record. See **Section 5.2.3** below.
- Select **Bill Ready** to create a new Bill Ready record. See **Section 5.2.4** below.
- Select **Standing Request** to create a new Rate Ready Standing Request record. See **Section 5.2.5** below.
- Select **Loan** to create a new Rate Ready Loan record. See **Section 5.2.6** below.
- Select **Rental** to create a new Rate Ready Rental record. See **Section 5.2.7** below.
- Select **Generate Transaction File** to generate the Transaction File when the Biller is ready to generate a file to transfer to EGD's SFTP server. The Transaction File will be placed in the **Enbridge\Transaction Files** folder, with the naming convention of **{Timestamp}_OBA_{BillerID}_IN.dat** where:
 {Timestamp} = YYYYMMDDhhmmss and hh is in 24 hour format and
 {BillerID} = 99999.
- If you want to create a file that will be run after our billing month end then you must rename the created file by changing the OBA to OBM.
{Timestamp}_OBM_{BillerID}_IN.dat
- Select **Return to Home Page** to return to the **Home Page**.

Section 5.2.3 Customer Record Input

The Customer panel is used to **Add** a new customer, **Match** an existing customer (identical to an **Add** except a customer record will not be created if a match is not found), or **Update** information on an existing customer.

Customer

Customer

Record Type 002
Record ID C

Action type

M

Billers Customer ID

EGD Cust. Acct. #

Person/Org

P

Organization Name

Customer surname

Customer first name

Open Bill Ref #

Service Address:

Street number

Suffix

Street Name

Misc addr

City

Province

ON

Country

CA

Postal Code

Phone number

Meter number

Mailing Address:

Mail street number

Mail suffix

Mail street name

Mail misc addr

Mail city

Province

ON

Country

CA

Mail postal code

Delete

Save and Close

Record: 1 of 1

Customer data panel notes:

Field	Description	Data	Comment
Action Type	Action to be performed for this record "A" – Add "F" – Forced Add "M" – Match "U" – Update	A1	Action Types "A", "F", "M" and "U" only are supported for the Customer Record
Billers Customer ID	Billers provided identifier for customer	A20	Not required.
Open Bill Ref #	EGD-determined unique identifier for OBA Service transactions for customers; referred to in this manual as the "OBA reference number"	A32	Required only for "U" transaction type Not required for "A", "F" or "M"
EGD Cust Acct. #	EGD provided gas account number for customer	N12	Either this field must be provided (to attempt an account number match), otherwise address and name fields below must be provided (to attempt a name and address match)

Field	Description	Data	Comment
Person/Org	Identifies whether this customer is a person or organization. "P" – Person "O" – Organization	A1	Required - Not used as search criteria; may be optionally used by EGD if manual account creation is required
Organization Name	Name of organization, if Person-Org field set to "O"	A40	Use if EGD-Customer-Acct-Num not provided
Customer Surname	Surname of person, if Person-Org field set to "P"	A24	
Customer First Name	First name of person, if Person-Org field set to "P"	A24	Use if EGD-Customer-Acct-Num not provided
Street Number	This field is used to pass the house/location number of the customer premise only.	A10	Use if EGD-Customer-Acct-Num not provided
Suffix	This field is used to pass an extension of the customer premise house/location number only. This would be an apartment or basement. E.g. "A", "B", "1/2")	A10	Use if EGD-Customer-Acct-Num not provided. May be blank.
Street Name	This field is used to pass the street name only as it pertains to the house/location number of the customer premise.	A60	Use if EGD-Customer-Acct-Num not provided
Misc. Addr	This field is used to pass the miscellaneous address of the customer premise. It could be apartment no, suite no, lot number, unit no. or floor etc.	A40	Use if EGD-Customer-Acct-Num not provided. May be blank.
City	This field is used to pass the city in which the premise physically resides.	A40	Use if EGD-Customer-Acct-Num not provided
Postal Code	Postal code. Format "ANANAN"	A6	
Phone number	Value should be positional where first three characters are area code and last seven are subscriber number.	N10	May be used for matching if no customer account number is provided.
Meter number	Silver tag on meter – For new builder homes address is not standardized and there's no postal code. The meter	N10	May be used for matching if no customer account number is provided.

Field	Description	Data	Comment
	number on a silver plate on the meter could be used in this case.		
Mail street number	This field is used to pass the house/location number of the customer's mailing address.	A10	Not used for matching logic; only used to maintain customer information.
Mail suffix	This field is used to pass an extension of the customer's mailing house number only. This would be an apartment or basement. E.g. "A", "B", "1/2")	A10	Not used for matching logic; only used to maintain customer information.
Mail street name	This field is used to pass the street name only as it pertains to the house/location number of the customer's mailing address.	A60	Not used for matching logic; only used to maintain customer information.
Mail misc Addr	This field is used to pass the miscellaneous address of the customer's mailing address. It could be apartment no, suite no, lot number, unit no. or floor etc.	A40	Not used for matching logic; only used to maintain customer information.
Mail city	This field is used to pass the city in which the mailing address physically resides.	A40	Not used for matching logic; only used to maintain customer information.
Mail postal code	Postal code. Format "ANANAN"	A6	Not used for matching logic; only used to maintain customer information.

Section 5.2.4 Bill Ready Record Input

For all Bill Ready Requests, the Billers will need to send their Requests with the net amount, without taxes included.

Bill Ready data panel notes:

Field	Description	Data	Comment
Biller Transaction ID	Biller provided identifier for transaction	A20	Not used in program; echoed back in response file to aid Biller processing
Biller customer ID	Biller provided identifier for customer	A20	Not used in program; echoed back in response file to aid

Field	Description	Data	Comment
			Biller processing
Open Bill Ref #	EGD determined unique identifier for OBA Service transactions for customers, referred to in this Manual as the "OBA reference number"	A32	
Bill Ready amount	Charge before taxes. Bill ready amount will be added to the next available Service Bill for the customer. Negative signs and decimals accepted; do not send commas.	C9	Maximum amount per transaction is \$99,999.99 as debit or -\$99,999.99 as credit
Tax indicator	Identifies which taxes to apply to this transaction. <ul style="list-style-type: none"> • "G" – GST only • "B" – HST • "N" – Neither 	A1	Tax will be calculated and applied in addition to Bill Ready amount based on this flag. Biller must pass "N" if customer is tax-exempt; otherwise record will be rejected.
Bill type code	Code to determine the type of charge to apply to the customer. Refer to Appendix B for details.	N4	Used to determine how this amount should be tracked in G/L for accounting purposes and bill print item on invoice. Also, security as well as validation of charges due to disputes is determined by this code.
Contract End Date	Customer Contract end date with Biller. Use format: YYYYMMDD	N8	Optional field: End date must be greater than or equal to current date and within the next 10 years.

[Remainder of page intentionally left blank.]

Section 5.2.5 Rate Ready Standing Request Record Input

For all Rate Ready & Bill Ready Standing Requests, the Billers will need to send their Requests and Standing Requests with the net amount, without taxes included.

Rate Ready Standing Request
Record Type 002
Record ID R

Action type A
Biller transaction ID
Biller customer ID
Open Bill Ref #
EGD transaction ID
Rate Ready amount \$1.00
Tax indicator B
Bill type code 1
Start date (mm/dd/yyyy) 3/5/2015
Frequency M
Num installments 1
Contract End Date (mm/dd/yyyy)
Bill Out Option No

Delete Save and Close

Record: 1 of 1

Rate Ready Standing Request data panel notes:

Field	Description	Data	Comment
Action Type	Action to be performed for this record "A" – Add "D" – Delete	A1	Action Type "A" and "D" only are supported for this transaction.
Biller transaction ID	Biller provided identifier for transaction	A20	Not used in program; echoed back in response file to aid Biller processing
Biller customer ID	Biller provided identifier for customer	A20	Not used in program; echoed back in response file to aid Biller processing
Open Bill Ref-#	EGD determined unique identifier for OBA Service	A32	

Field	Description	Data	Comment
	transactions for customers; referred to in this manual as the “OBA reference number”		
EGD transaction ID	Unique identifier for transaction as generated by EGD. Must be provided by Biller for future updates/deletes to transactions that have already been processed.	A20	Mandatory if action code is “U” or “D”. Use the transaction ID provided by EGD in response when “A” transaction was acknowledged
Rate Ready amount	Charge before taxes. Rate ready amount will be added to the next available Service Bill for the customer after the provided start date. Decimals and negative amounts accepted; do not send commas.	C9	Only applicable for “A” and “U” action code. Maximum amount per transaction is \$99,999.99 as debit or -\$99,999.99 as credit.
Tax indicator	Identifies which taxes to apply to this transaction. “B” – HST “N” – None	A1	Only applicable for “A” and “U” action code. Tax will be calculated and applied in addition to Bill Ready amount based on this flag. Biller must pass “N” if customer is tax-exempt; otherwise record will be rejected.
Bill type code	Code to determine the type of charge to apply to the customer. Refer to Appendix B for details.	N4	Only applicable for “A” action code. Used to determine how this amount should be tracked in G/L for accounting purposes and bill print item on invoice. Also, security as well as validation of charges due to disputes is determined by this code.
Start date	Date the Rate Ready transactions will start. First charge will be applied on the first Service Bill on or after the start date. Note that the next scheduled bill is within ten days of the current date, and the start date is requested before this scheduled bill date, the charge will be created for the subsequent billing month. Use format: YYYYMMDD	D8	Only applicable for “A” action code. The earliest start date is today + 3 calendar days.

Field	Description	Data	Comment
Frequency	Frequency for the Bill Ready charge to be applied. “M” – Monthly “Q” – Quarterly “Y” – Yearly	A1	Only applicable for “A” action code. If not provided, will default to monthly.
Num installments	Number of installments to bill this charge.	N4	Only applicable for “A” and “U” action code. If Frequency = M then Num installments must be >0 & <= 60 If Frequency = Q then Num installments must be > 0 & <=20 If Frequency = Y then Num installments must be = 5
Contract End Date	Customer Contract end date with Biller. Use Format: YYYYMMDD	N8	Contract end date must be plus or minus 3 months of the Standing Request Execution Period End date.
Bill Out Option	Bill out option at time of move out if account in good standing. “Y” – Yes “N” – No	A1	Bill out option must be ‘N’ if greater than 1 year term.

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Section 5.2.6 Rate Ready Loan Record Input

Loan

Rate Ready Loan

Record Type 002
Record ID L

Action type A

Biller transaction ID **Biller Customer ID**

Open Bill Ref #

EGD transaction ID **First payment amount**

Principal amount \$1.00 **Last payment amount**

Interest amount **Bill type code** 1

Interest rate monthly 1% **Start date (mm/dd/yyyy)** 2/26/2011

Payment Amt monthly \$1.00 **Num installments** 1

Delete **Save and Close**

Record: 1 of 1

Rate Ready Loan transaction panel notes:

Field	Description	Data	Comment
Action-Type	Action to be performed for this record "A" – Add "D" – Delete	A1	Action Type "A" and "D" only are supported for this transaction.
Biller Transaction ID	Biller provided identifier for transaction	A20	Not used in program; echoed back in response file to aid Biller processing
Biller Customer ID	Biller provided identifier for customer	A20	Not used in program; echoed back in response file to aid Biller processing
Open Bill Ref #	EGD determined unique identifier for OBA Service transactions for customers; referred to in this manual as the "OBA reference number"	A32	
EGD transaction ID	Unique identifier for transaction as generated by EGD. Must be provided by Biller for future updates/deletes to transactions that have already been	A20	Mandatory if action code is "D". Use the transaction ID provided by EGD in response when "A" transaction was acknowledged

Field	Description	Data	Comment
	processed.		
Principal amount	Total amount of principal on loan. Decimals accepted; do not send negative amounts or commas.	C9	Only applicable for "A" action code. Maximum amount per transaction is \$99,999.99
Interest amount	Total amount of interest on loan. Decimals accepted; do not send negative amounts or commas.	C9	Only applicable for "A" action code. Maximum amount per transaction is \$99,999.99
Interest rate monthly	Percentage of interest per month for loan. Allow up to three decimal places. E.g. to send a rate of 1.2345% send: 1.2345	N6	Only applicable for "A" action code.
Payment Amt Monthly	Monthly amount to be paid by customer on loan. Decimals accepted; do not send negative amounts or commas.	C9	Only applicable for "A" action code.
First payment amount	Amount to be paid by customer on loan for first payment period. Decimals accepted; do not send negative amounts or commas.	C9	Only applicable for "A" action code. If value is left blank (i.e. no value, do not send zero), will default to Payment-Amount-Monthly.
Last payment amount	Amount to be paid by customer on loan for last payment period. Decimals accepted; do not send negative amounts or commas.	C9	Only applicable for "A" action code. If value is left blank (i.e. no value, do not send zero), will default to Payment-Amount-Monthly.
Bill type code	Code to determine the type of charge to apply to the customer. Refer to Appendix B for details.	N4	Only applicable for "A" action code. Used to determine how this amount should be tracked in G/L for accounting purposes and bill print item on invoice. Also, security as well as validation of charges due to disputes is determined by this code.

Field	Description	Data	Comment
Start date	Date the loan transactions will start. First charge will be applied on the first Service Bill on or after the start date. Use format: YYYYMMDD	D8	Only applicable for "A" action code. The earliest start date is today + 3 calendar days.
Num installments	Number of installments to bill this charge.	N4	Only applicable for "A" action code.

Section 5.2.7 Rate Ready Rental Record Input

For Rental Contracts the Billers will need to send in net amount, excluding taxes with an indicator advising which tax to apply. This is due to potential tax percentage changes.

Rental

Rate Ready Rental

Record Type 002
Record ID E

Action type

A

Bill transaction ID

Bill customer ID

Open Bill Ref #

EGD transaction ID

Rental amount

\$0.00

Tax indicator

B

Bill type code

1

Rental type

510001

Start date (mm/dd/yyyy)

6/8/2009

Delete

Save and Close

Record:

1

of 1

[Remainder of page intentionally left blank.]

Rate Ready Rental transaction panel notes:

Field	Description	Data	Comment
Action Type	Action to be performed for this record “A” – Add “U” – Update “D” – Delete	A1	Action Type “A”, “U” and “D” only are supported for this transaction.
Biller transaction ID	Biller provided identifier for transaction	A20	Not used in program; echoed back in response file to aid Biller processing
Biller customer ID	Biller provided identifier for customer	A20	Not used in program; echoed back in response file to aid Biller processing
Open –Bill –Ref #	EGD determined unique identifier for OBA Service transactions for customers	A32	
EGD transaction ID	Unique identifier for transaction as generated by EGD. Must be provided by Biller for future updates/deletes to transactions that have already been processed.	A20	Mandatory if action code is “U” or “D”. Use the transaction ID provided by EGD in response when “A” transaction was acknowledged
Rental amount	Rental amount before taxes. Rental amount will be added to the next available Service Bill for the customer after the provided start date. Decimals accepted; do not send negative amounts or commas.	C9	Only applicable for “A” and “U” action code. Maximum amount per transaction is \$99,999.99. If value is zero, will default to predetermined price as defined for the Bill Type Code. Changes to default prices by Bill Type Code communicated to EGD manually. To revert from an override price to default price, send a “U” transaction with zero for rental amount.
Tax indicator	Identifies which taxes to apply to this transaction. “B” – HST	A1	Only applicable for “A” action code. Tax will be calculated and applied in addition to rental

Field	Description	Data	Comment
	"N" – None		amount based on this flag. Biller must pass "N" if customer is tax-exempt; otherwise record will be rejected.
Bill type code	Code to determine the type of charge to apply to the customer. Refer to Appendix B for details.	N4	Only applicable for "A" action code. Used to determine how this amount should be tracked in G/L for accounting purposes and bill print item on invoice. Also, security as well as validation of charges due to disputes is determined by this code.
Rental type	Biller uses an additional field to determine the rental type being used. This will be used to determine the price per month for the rental if the rental price is not explicitly provided on this record. You must use the default of 510001 if you don't have a rental table.	N6	Only applicable for "A" action code.
Start date	Date the Rate Ready transactions will start. First charge will be applied on the first Service Bill on or after the start date. Use format: YYYYMMDD	D8	Only applicable for "A" and "U" action code. If provided for "U" action code, this will determine the date that the changes will be effective as-of. The earliest start date is today + 3 calendar days.

Chapter 6 Submitting the Transaction File

Once the Biller is registered, the Biller can submit a daily ASCII (or text) Transaction File to the EGD SFTP server, containing Customer Registration, Rate Ready and Bill Ready transactions. Each Biller has their own private directory structure on the SFTP service in which to upload and download the required files. These Transaction Files are submitted to EGD to obtain the OBA reference number for customers and/or submit charges to Customer Service Bills.

There are two methods available to Billers to transfer files to EGD, depending on the size of the Transaction File:

- For Transaction Files less than 10 megabytes, please use the direct log in method described in **Section 6.1** below.
- For Transaction Files greater than 10 megabytes, please use the SFTP method described in **Section 6.2** below.

The naming convention of the submitted file must be:

{Timestamp}_OBA_{BillerID}_IN.dat - Regular Open bill Transaction File OR

{Timestamp}_OBM_{BillerID}_IN.dat - Monthly file for repeating Bill Ready charges

Where:

- {Timestamp} = YYYYMMDDhhmmss and hh is in 24 hour format
- {BillerID} = 99999, as provided by EGD

for example, 20080930143000_OBA_00100_IN.dat OR
20080930143000_OBM_00100_IN.dat.

Section 6.1 Submitting the Transaction File Less than 10 meg

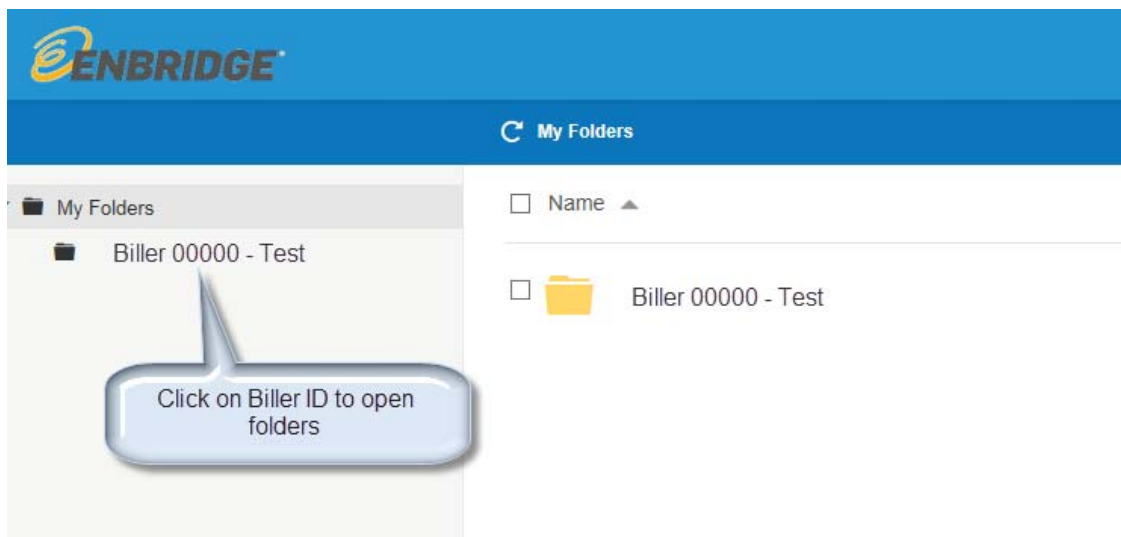
The Biller should post the Transaction File to EGD's File Transfer server using https by logging into <https://ishare.egd.enbridge.com>. Internet Explorer 5.5 or higher is recommended.

To post the file using this method:

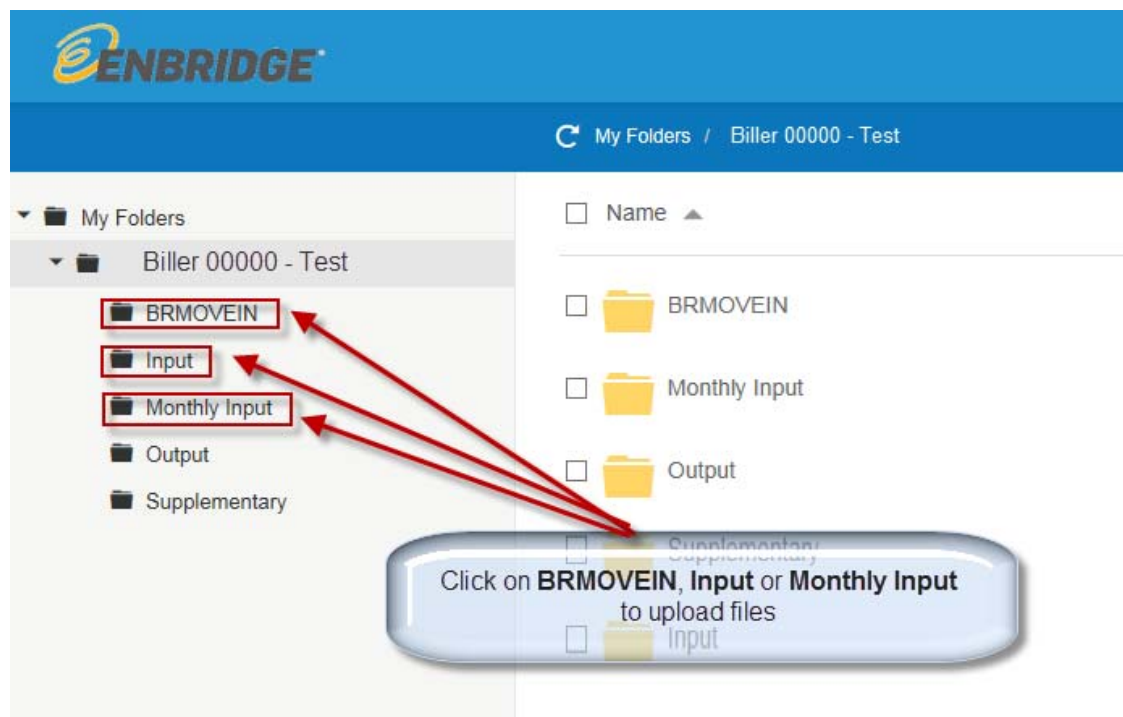
- Log on to the EGD file transfer server at <https://ishare.egd.enbridge.com> using the id and password provided by EGD.



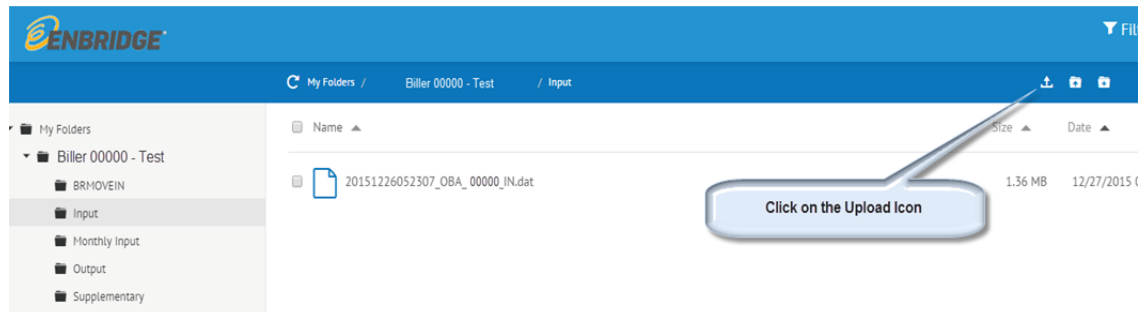
- Click on the Biller ID directory to access the Input and Output folders. The Input folder will contain files placed by the Biller that will be picked up and processed by EGD. The Output folder will contain Acknowledgement Files containing status codes for each received inbound transaction, and outbound reporting files that need to be sent to the Biller.



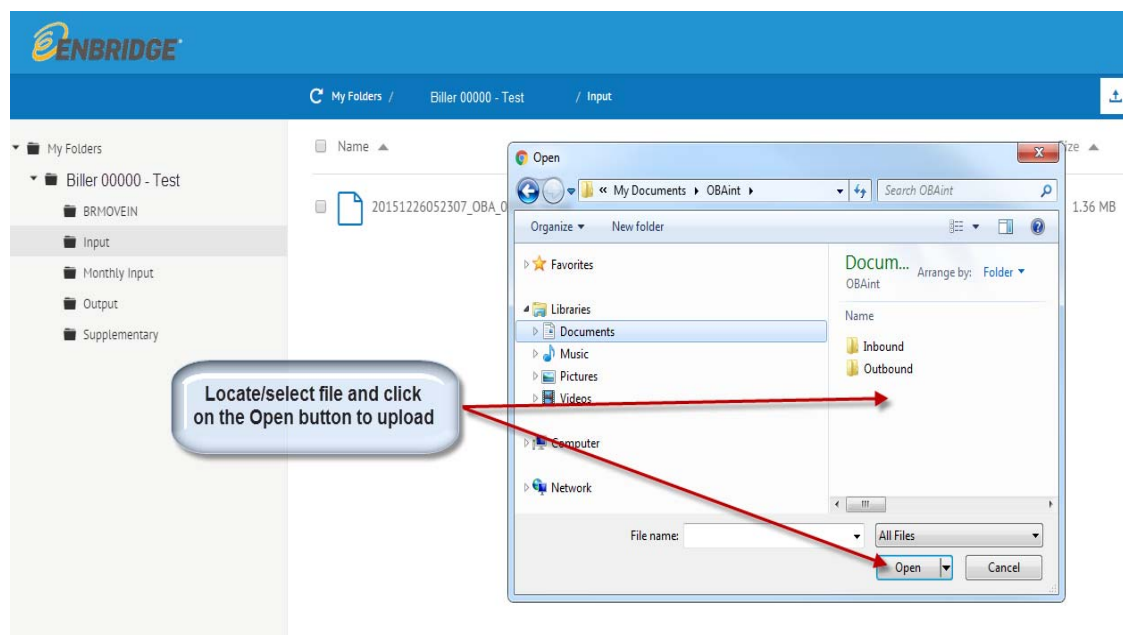
- Click on the **Input** directory to upload a regular file **OR** Click on the **Monthly Input** directory to upload a monthly file **OR** Click on the **BRMOVEIN** directory to upload builder/OBA update requests.



- Click on the **Upload** button



- Locate and select the file to be uploaded in the file explorer pop-up and Click on the **OPEN** button to upload.



- Note that files uploaded to the Input folder will immediately be taken by the system and will not appear in the Input folder.

NOTE: To download returned Transaction Files and reports click on the **Output** directory to select and download a file. When clicking on the file name, the system will prompt to Open or Save the file. Choose Save to copy the file to the computer. The file can also be opened first and then saved.

[Remainder of page intentionally left blank.]

Section 6.2 Submitting the Transaction File Greater than 10 meg

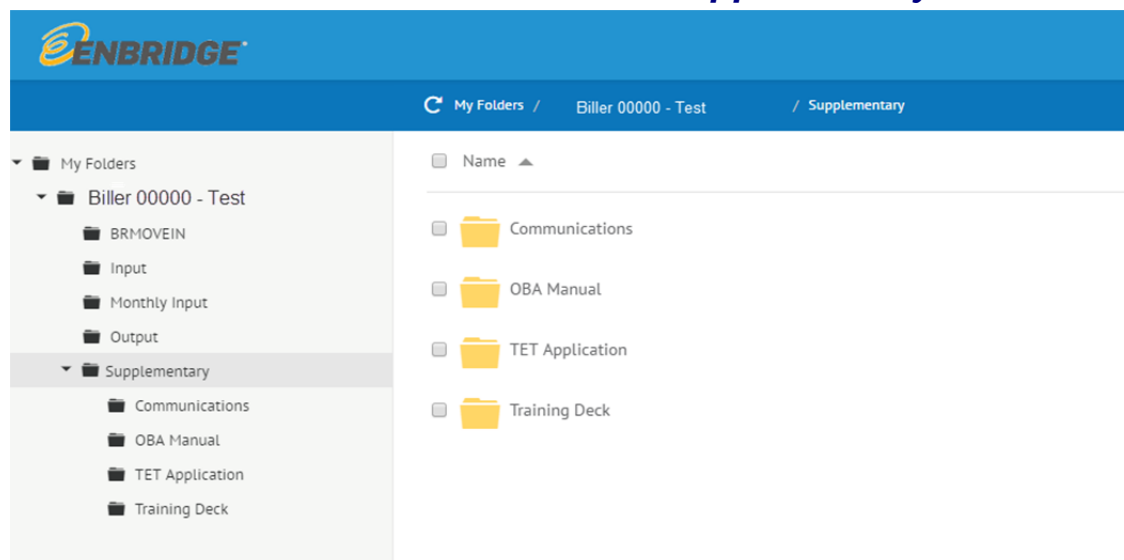
The Biller should use SFTP to post the file to EGD's File Transfer server (ishare.egd.enbridge.com) using an SFTP client, such as one of the following. Please refer to the websites listed below for SFTP software download and operation instructions.

- FileZilla. The instructions on how to download and use SFTP with FileZilla are available at <http://ca.huji.ac.il/services/internet/ssh/filezilla.shtml>.
- PuTTY: The instructions how to download and use SFTP with PuTTY are available at <http://www.chiark.greenend.org.uk/~sgtatham/putty/>

Section 6.3 Scheduling the Transaction File Submission

The regular Biller's Transaction File can be delivered to the EGD file transfer server by the end of each business day. The monthly Biller's Transaction File must be delivered to the EGD file transfer server in the Monthly Input folder by the end of Billing Cycle Day 21. The file submitted by the Biller will be deleted from the File Transfer server during EGD processing. The file will, however, be backed up from the EGD server. It is recommended that Billers keep a copy of each file they submit on their own server in case it is needed for future reference.

Section 6.4 Biller Information in Supplementary Folder



In the **Supplementary** Folder you will have access to the following information:

- **Communications:** Periodic Biller communications will be stored here.
- **OBA Manual** – Up to date copy of OBA Manual
- **TET Application** – Transaction Entry Tool
- **Training Deck** – Self Directed Training Material

Chapter 7 Acknowledging the Transaction File

After the Biller has submitted the Transaction file, three separate output files will be produced by CIS for the Biller's information:

- The **Acknowledgement File** contains the automatically generated responses to all records received from the Biller that night. The auto-generated files will correspond one-for-one with Biller uploaded files, and the date-time stamp in the header will match the Biller provided date-time stamp.
- The **Invoiced Transaction** file contains the information about the charges which have been billed for the current bill cycle on behalf of the Biller.
- The **Customer Match** file contains the results of all manually processed customer records processed during the previous day.

It is recommended that the Transaction File be viewed and edited with programs such as Notepad, Wordpad or Excel.

The three output files are described in the following sections.

Section 7.1 Acknowledgement File Layout

After the processing of the Transaction File, Billers will receive confirmation for each transaction in a single returned interface file. It will include all accepted and rejected transactions, which will be distinguished by the 'record type' field. This file structure will be identical to the file structure of the Biller's Transaction File described in Section 5, but with extra status fields added to the end of the records. The accepted or rejected status code and the OBA reference number fields will be populated by CIS. The accepted or rejected status of a transaction will be entered in the last two fields of each record.

Transactions can be rejected for various reasons including invalid entries, unmatched accounts, invalid characters in a field, or improperly formatted information. Refer to **Appendix C – Status Codes** for status code details. Billers are responsible for revising all incorrect entries and resubmitting them.

There are two levels of edit checking on the submitted Transaction File:

- **File level** validation will be performed on the Biller's flat file when it is submitted to ensure that the header and trailer information matches the records in the file. In addition, the Biller ID of the file must also be validated against the associated Biller. Errors are logged in the returned Transaction File which will be posted onto the EDG SFTP Server. The Biller may correct their file and resubmit it.

- **Field level** validation will be performed on the Biller's flat file during the daily processing run, and errors are logged in the returned Transaction File which will be posted onto the EDG File Transfer Server.

Note that errors that are identified as 'Header' or 'Trailer' level errors will be checked first before any records are processed.

If a header or trailer level error is discovered, the entire file will be rejected, and every detail record will be echoed back with the same error status code. This will indicate to the Biller that no records were successfully processed.

File format: Pipe Delimited (|)

File name format: yyyyymmddhhmmss_OBA_{BillerID}_OUT.dat or
yyyyymmddhhmmss_OBM_{BillerID}_OUT.dat

File name sample: 20080930143000_OBA_00100_OUT.dat or
0080930143000_OBM_00100_OUT.dat

Section 7.1.1 Header Record Layout

The record layout of the returned Header record is as follows:

Acknowledgement header record				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "001" for header record
Biller-Id	Identification number for Biller	N5	R	Will be determined by the Main number assigned to the invoice line item in CIS
EGD-Datetime-Stamp	This field is used to control the file contents to ensure that the file is the most recent and not a previous file. This will ensure that duplicate files (old) are not processed again. YYYYMMDDhhmiss	A14	R	Generated from system date/time in CIS

Section 7.1.2 Customer Record Layout

Customer accounts submitted by Billers are matched against the EGD database. If the EGD Customer Number and all required customer information (customer-surname, street number, street suffix, street name, miscellaneous, city, postal code and home number) are provided, only the EGD Customer Number will be used for matching.

Once the customer information records have been received and processed by CIS, the acknowledgment records will be generated with the customer specific OBA reference number if correct match found. If matches were not found or if the customer has a poor credit score, errors will be indicated to the Biller with an appropriate status code.

Revised transactions can be re-submitted in the following day's interface file.

The record layout of the returned Customer transaction record is as follows:

Customer Information Acknowledgement record layout				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "002" for detail record
Record-Id	Determines transaction type for detail record. "C" – Customer "B" – Bill ready "R" – Rate ready "L" – Loan "E" – Rental	A1	R	Provide "C" for customer record
Action-Type	Action to be performed for this record "A" – Add "M" – Match "U" – Update	A1	R	Action Types "A", "M" "U" and " F" only are supported for the customer transaction

Customer Information Acknowledgement record layout				
Field	Description	Data	Req'd/ Opt	Comment
	"F"- Forced Add			
Biller-Customer-Id	Biller provided identifier for customer	A20	O	Echoed back in response if provided by Biller
Open-Bill-Ref-Num	EGD determined unique identifier for OBA Service transactions for customers	A32	O	Provided to Biller if match was successfully determined
EGD-Customer-Acct-Num	EGD provided gas account number for customer	N12	O	Echoed back in response if provided by Biller
Person-Org	Identifies whether this customer is a person or organization. "P" – Person "O" – Organization	A1	O	Echoed back in response if provided by Biller. Not used in searching for customer; optionally used by CSR if account creation is necessary.
Org-Name	Name of organization, if Person-Org field set to "O"	A40	O	Echoed back in response if provided by Biller
Cust-Surname	Surname of person, if Person-Org field set to "P"	A24	O	Echoed back in response if provided by Biller
Cust-First-Name	First name of person, if Person-Org field set to "P"	A24	O	Echoed back in response if provided by Biller
Street-Number	This field is used to pass the house/location number of the customer premise only.	A10	O	Echoed back in response if provided by Biller
Suffix	This field is used to pass an extension of the customer premise house/location number only. This would be an apartment or basement. E.g. "A", "B", "1/2")	A10	O	Echoed back in response if provided by Biller
Street-Name	This field is used to pass the street name only as it pertains to the house/location number	A60	O	Echoed back in response if provided by Biller

Customer Information Acknowledgement record layout				
Field	Description	Data	Req'd/ Opt	Comment
	of the customer premise.			
Misc-Addr	This field is used to pass the miscellaneous address of the customer premise. It could be apartment no, suite no, lot number, unit no. or floor etc.	A40	O	Echoed back in response if provided by Biller
City	This field is used to pass the city in which the premise physically resides.	A40	O	Echoed back in response if provided by Biller
Province	Province. "ON"	A2	O	Echoed back in response if provided by Biller
Country	Country. "CA"	A2	O	Echoed back in response if provided by Biller
Postal-Code	Postal code. Format "ANANAN"	A6	O	Echoed back in response if provided by Biller
Phone-Number	Value should be positional where first three characters are area code and last seven are subscriber number.	N10	O	Echoed back in response if provided by Biller
Meter-Number	Silver tag on meter – For new builder homes address is not standardized and there's no postal code. The meter number on a silver plate on the meter could be used in this case.	N10	O	Echoed back in response if provided by Biller
Mail-Street-Number	This field is used to pass the house/location number of the customer's mailing address.	A10	O	Echoed back in response if provided by Biller
Mail-Suffix	This field is used to pass an extension of the customer's mailing house number only. This would be an apartment or basement. E.g. "A", "B", "1/2")	A10	O	Echoed back in response if provided by Biller

Customer Information Acknowledgement record layout				
Field	Description	Data	Req'd/ Opt	Comment
Mail-Street-Name	This field is used to pass the street name only as it pertains to the house/location number of the customer's mailing address.	A60	O	Echoed back in response if provided by Biller
Mail-Misc-Addr	This field is used to pass the miscellaneous address of the customer's mailing address. It could be apartment no, suite no, lot number, unit no. or floor etc.	A40	O	Echoed back in response if provided by Biller
Mail-City	This field is used to pass the city in which the mailing address physically resides.	A40	O	Echoed back in response if provided by Biller
Mail-Province	Province. "ON"	A2	O	Echoed back in response if provided by Biller
Mail-Country	Country. "CA"	A2	O	Echoed back in response if provided by Biller
Mail-Postal-Code	Postal code. Format "ANANAN"	A6	O	Echoed back in response if provided by Biller
Tax-Status	Tax status for contract account: "H" – HST applicable "N" – Neither tax applicable	A1	O	Provided by CIS from FKKVKP-KOFIZ_SD Will be returned only for Action Type "A" "M" and "F."
Occupancy-Code	Occupancy code for account: "B" – Builder "O" – Owner "T" – Tenant "U" or BLANK - Unknown	A1	O	Provided by CIS from FKKVKP-ZZOCUPANCY_CODE Will be returned only for Action Type "A" "M" and "F." Will be required field for gas accounts; optional field for non gas accounts

Customer Information Acknowledgement record layout				
Field	Description	Data	Req'd/ Opt	Comment
Ex-Franchise-Indicator	Indicator of whether customer is in or out of franchise area, and if in franchise whether they are non-gas: "I" – In franchise gas "E" – Ex-franchise "N" – Non-gas in franchise	A1	O	Provided by CIS based on contract account category. If category is "83", return "E". Else, check if any division '02' installations exist for contract account; if so return "I". Else return "N". Will be returned only for Action Type "A" "M" and "F."
Bill Cycle	Indicator of billing cycle (a.k.a. portion) for this customer.	N2	O	Provided by CIS from portion assigned to MRU on either gas distribution installation or open bill installation. Will be returned only for Action Type "A" "M" and "F."
Status-Code	Status code indicating success or errors encountered if any. Refer to Exceptions section for detailed status codes	N4	R	
Status-Text	Supplementary status information if required	A100	O	
Emma Case number	Emma case number that was created for manual processing	N9	O	Provided if status code returned is 27

Section 7.1.3 Bill Ready Record Layout

Transactions returned to the Biller with a non-zero status code require specific action from the Biller depending on the error code received. Simply enter the revised transaction information into next day's interface file and submit as usual.

The record layout of the returned Billing transaction record is as follows:

Bill Ready Transaction acknowledgement record				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "002" for detail record
Record-Id	Determines transaction type for detail record. "C" – Customer "B" – Bill ready "R" – Rate ready "L" – Loan "E" – Rental	A1	R	Provide "B" for bill-ready record
Action-Type	Action to be performed for this record "A" – Add	A1	R	Action Types "A", only are supported for the customer transaction
Biller-Transaction-Id	Biller provided identifier for transaction	A20	O	Not used in program; echoed back in response file to aid Biller processing
Biller-Customer-Id	Biller provided identifier for customer	A20	O	Not used in program; echoed back in response file to aid Biller processing
Open-Bill-Ref-Num	EGD determined unique identifier for OBA Service transactions for customers	A32	R	Echoed back to Biller
EGD-Transaction-ID	Unique identifier for transaction as generated by EGD. Must be provided by Biller for future	A20	R	Generated for Biller for "A" action-code; echoed back for other

Bill Ready Transaction acknowledgement record				
Field	Description	Data	Req'd/ Opt	Comment
	updates/deletes to transactions that have already been processed.			action-codes
Bill-Ready-Amount	Amount to bill to customer. Bill ready amount will be added to the next available Service Bill for the customer. Negative signs and decimals accepted; do not send commas.	C9	R	Echoed back to Biller
Tax-Indicator	Identifies which taxes to apply to this transaction. “G” – GST only “B” – HST “N” – Neither	A1	R	Tax will be calculated and applied in addition to Bill Ready amount based on this flag. Biller must pass “N” if customer is tax-exempt; otherwise record will be rejected.
Bill-Type-Code	Code to determine the type of charge to apply to the customer. Refer to Appendix B for details.	N4	R	Used to determine how this amount should be tracked in G/L for accounting purposes and bill print item on invoice. Also, security as well as validation of charges due to disputes is determined by this code.
Contract End Date	Customer Contract end date with Biller. Use format: YYYYMMDD	N8	O	Echoed back to Biller
Status-Code	Status code indicating success or errors encountered if any. Refer to Exceptions section for detailed status codes	N4	R	
Status-Text	Supplementary status information if required	A100	O	

Section 7.1.4 Rate Ready Standing Requests Record Layout

Transactions returned to the Biller with a non-zero status code require specific action from the Biller depending on the error code received. If transactions were missed because they were rejected (i.e. Contract begins in the current month), simply resubmit a Rate Ready Add transaction the next day with the corrected information and OBA reference number.

The record layout of the returned Rate Ready transaction record is as follows:

Rate Ready Transaction Acknowledgement record				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "002" for detail record
Record-Id	Determines transaction type for detail record. "C" – Customer "B" – Bill ready "R" – Rate ready "L" – Loan "E" – Rental	A1	R	Provide "R" for Rate Ready record
Action-Type	Action to be performed for this record "A" – Add "M" – Match "U" – Update "D" – Delete	A1	R	Action Type "A" and "D" only are supported for this transaction.
Biller-Transaction-Id	Biller provided identifier for transaction	A20	O	Not used in program; echoed back in response file to aid

Rate Ready Transaction Acknowledgement record				
Field	Description	Data	Req'd/ Opt	Comment
				Biller processing
Biller-Customer-Id	Biller provided identifier for customer	A20	O	Not used in program; echoed back in response file to aid Biller processing
Open-Bill-Ref-Num	EGD determined unique identifier for OBA Service transactions for customers	A32	R	Echoed back to Biller
EGD-Transaction-ID	Unique identifier for transaction as generated by EGD. Must be provided by Biller for future updates/deletes to transactions that have already been processed.	A20	R*	Generated for Biller for "A" action-code; echoed back for other action-codes
Rate-Ready-Amount	Amount to bill to customer. Rate ready amount will be added to the next available Service Bill for the customer after the provided start date. Decimals and negative amounts accepted; do not send commas.	C9	R*	Echoed back to Biller
Tax-Indicator	Identifies which taxes to apply to this transaction. "B" – HST "N" – None	A1	R*	Echoed back to Biller
Bill-Type-Code	Code to determine the type of charge to apply to the customer. Refer to Appendix B for details.	N4	R	Echoed back to Biller
Start-Date	Date the Rate Ready transactions will start. First charge will be applied on the first Service Bill on or after the start date. Use format:	D8	R*	Echoed back to Biller

Rate Ready Transaction Acknowledgement record				
Field	Description	Data	Req'd/ Opt	Comment
	YYYYMMDD			
Frequency	Frequency for the Bill Ready charge to be applied. "M" – Monthly "Q" – Quarterly "Y" – Yearly	A1	R	Echoed back to Biller
Num-Installments	Number of installments to bill this charge.	N4	R	Echoed back to Biller
Contract End Date	Customer Contract end date with Biller. Use Format: YYYYMMDD	N8	O	Echoed back to Biller
Bill Out Option	Bill out option at time of move out if account in good standing. "Y" – Yes "N" – No	A1	R	Echoed back to Biller
Actual-Start-Date	The actual start date that the Standing Request is scheduled for in order to account for fluctuation in scheduled billing dates and window billing in order to deter multiple charges from appearing on the same Service Bill. Charges will be generated on this date every month and will be presented on the following Service Bill. YYYYMMDD	D8	O	Only applicable for "A" action code.
Status-Code	Status code indicating success or errors encountered if any. Refer to Exceptions section for detailed status codes	N4	R	
Status-Text	Supplementary status information if required	A100	O	

Section 7.1.5 Rate Ready Loan Record Layout

Transactions returned to the Biller with a non-zero status code require specific action from the Biller depending on the error code received.

The record layout of the returned Loan transaction record is as follows:

Loan Transaction acknowledgement record				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "002" for detail record
Record-Id	Determines transaction type for detail record. "C" – Customer "B" – Bill ready "R" – Rate ready "L" – Loan "E" – Rental	A1	R	Provide "L" for loan record
Action-Type	Action to be performed for this record "A" – Add "M" – Match "U" – Update "D" – Delete	A1	R	Action Type "A" and "D" only are supported for this transaction.
Biller-Transaction-Id	Biller provided identifier for transaction	A20	O	Not used in program; echoed back in response file to aid Biller processing
Biller-Customer-	Biller provided identifier for	A20	O	Not used in program; echoed back in

Loan Transaction acknowledgement record				
Id	customer			response file to aid Biller processing
Open-Bill-Ref-Num	EGD determined unique identifier for OBA Service transactions for customers	A32	R	
EGD-Transaction-ID	Unique identifier for transaction as generated by EGD. Must be provided by Biller for future updates/deletes to transactions that have already been processed.	A20	R*	Generated for Biller for "A" action-code; echoed back for other action-codes
Principal-Amount	Total amount of principal on loan. Decimals accepted; do not send negative amounts or commas.	C9	R*	Echoed back to Biller
Interest-Amount	Total amount of interest on loan. Decimals accepted; do not send negative amounts or commas.	C9	R*	Echoed back to Biller
Interest-Rate-Monthly	Percentage of interest per month for loan. Allow up to three decimal places. E.g. to send a rate of 1.2345% send: 1.2345	N6	R*	Echoed back to Biller
Payment-Amount-Monthly	Monthly amount to be paid by customer on loan. Decimals accepted; do not send negative amounts or commas.	C9	R*	Echoed back to Biller
First-Payment-Amount	Amount to be paid by customer on loan for first payment period. Decimals accepted; do not send negative amounts or commas.	C9	O*	Echoed back to Biller
Last-Payment-Amount	Amount to be paid by customer on loan for last payment period. Decimals accepted; do not send negative amounts or commas.	C9	O*	Echoed back to Biller

Loan Transaction acknowledgement record				
Bill-Type-Code	Code to determine the type of charge to apply to the customer. Refer to Appendix B for details.	N4	R	Echoed back to Biller
Start-Date	Date the loan transactions will start. First charge will be applied on the first Service Bill on or after the start date. Use format: YYYYMMDD	D8	R*	Echoed back to Biller
Num-Installments	Number of installments to bill this charge.	N4	R	Echoed back to Biller
Status-Code	Status code indicating success or errors encountered if any. Refer to Exceptions section for detailed status codes	N4	R	
Status-Text	Supplementary status information if required	A100	O	

Section 7.1.6 Rate Ready Rental Record Layout

Transactions returned to the Biller with a non-zero status code require specific action from the Biller depending on the error code received.

The record layout of the returned Rental transaction record is as follows:

Rental Transaction acknowledgement record				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "002" for detail record

Rental Transaction acknowledgement record				
Field	Description	Data	Req'd/ Opt	Comment
Record-Id	Determines transaction type for detail record. "C" – Customer "B" – Bill ready "R" – Rate ready "L" – Loan "E" – Rental	A1	R	Provide "E" for rental record
Action-Type	Action to be performed for this record "A" – Add "M" – Match "U" – Update "D" – Delete	A1	R	Action Type "A", "U" and "D" only are supported for this transaction.
Biller-Transaction-Id	Biller provided identifier for transaction	A20	O	Not used in program; echoed back in response file to aid Biller processing
Biller-Customer-Id	Biller provided identifier for customer	A20	O	Not used in program; echoed back in response file to aid Biller processing
Open-Bill-Ref-Num	EGD determined unique identifier for OBA Service transactions for customers	A32	R	
EGD-Transaction-ID	Unique identifier for transaction as generated by EGD. Must be provided by Biller for future updates/deletes to transactions that have already been processed.	A20	R*	Generated for Biller for "A" action-code; echoed back for other action-codes
Rental-Amount	Amount to bill to customer. Rental amount will be added to the next available Service Bill for the customer after the	C9	O*	Echoed back to Biller

Rental Transaction acknowledgement record				
Field	Description	Data	Req'd/ Opt	Comment
	provided start date. Decimals accepted; do not send negative amounts or commas.			
Tax-Indicator	Identifies which taxes to apply to this transaction. "B" – HST "N" – None	A1	R*	Echoed back to Biller
Bill-Type-Code	Code to determine the type of charge to apply to the customer. Refer to Appendix B for details.	N4	R	Echoed back to Biller
Rental-Type	Biller uses an additional field to determine the rental type being used. This will be used to determine the price per month for the rental if the rental price is not explicitly provided on this record.	N6	R	Echoed back to Biller
Start-Date	Date the Rate Ready transactions will start. First charge will be applied on the first Service Bill on or after the start date. Use format: YYYYMMDD	D8	R*	Echoed back to Biller
Status-Code	Status code indicating success or errors encountered if any. Refer to Exceptions section for detailed status codes	N4	R	
Status-Text	Supplementary status information if required	A100	O	

Section 7.1.7 Trailer Record Layout

If a header or trailer level error is discovered, the entire file will be rejected, and every detail record will be echoed back with the same error status code. This will indicate to the Biller that no records were successfully processed.

The record layout of the returned Trailer record is as follows:

Trailer record layout				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "003" for trailer record
Customer-Record-Count	Count of records sent in file with record ID "C"	N5	R	
Bill-Ready-Record-Count	Count of records sent in file with record ID "B"	N5	R	
Bill-Ready-Total-Amount	Sum of all amounts sent with record ID "B" in "Bill-Ready-Amount" field. Add all debit amounts and subtract all credit amounts.	N12	R	Negative signs and decimals accepted; do not send commas.
Rate-Ready-Record-Count	Count of records sent in file with record ID "R"	N5	R	
Rate-Ready-Total-Amount	Sum of all amounts sent with record ID "R" in "Rate-Ready-Amount" field	N12	R	Negative signs and decimals accepted; do not send commas.
Loan-Record-Count	Count of records sent in file with record ID "L"	N5	R	
Loan-Total-Amount	Sum of all amounts sent with record ID "L" in "Principal-Amount" field	N12	R	Decimals accepted; do not send negative signs or commas.
Rental -Record-Count	Count of records sent in file with record ID "E"	N5	R	
Rental-Total-Amount	Sum of all amounts sent with record ID "E" in "Rental-Amount" field	N12	R	Decimals accepted; do not send negative signs or commas.

Section 7.2 Invoiced Transaction File Layout

The Invoiced Transactions daily file is used to send information about the charges which have been billed for the current portion on behalf of the Biller. This interface differs from all other Open Bill interfaces as there is no corresponding Acknowledgement File, because the information is outbound to Billers only, and EGD does not require any confirmation that the Biller has successfully received and processed this file.

File format: Pipe Delimited (|)

File name format: yyyyymmddhhmmss_Invoiced_Transactions_{BillerID}_OUT.dat

File name sample: 20090302165615_Invoiced_Transactions_00004.dat

Section 7.2.1 Header Record Layout

The record layout of the daily Invoiced Transactions header record is as follows:

Invoiced Transactions header record				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "001" for header record
Biller-Id	Identification number for Biller	N5	R	Will be determined by the Main assigned to the invoice line item in CIS
EGD-Datetime-Stamp	This field is used to control the file contents to ensure that the file is the most recent and not a previous file. This will ensure that duplicate files (old) are not processed again. YYYYMMDDhhmiss	A14	R	Generated from system date/time in CIS

Section 7.2.2 Invoiced Transactions Detail Record layout

The record layout of the daily Invoiced Transactions detail record is as follows:

Invoiced Transactions detail record				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "002" for detail record
Record-Id	Determines transaction type for detail record. "C" – Customer "B" – Bill ready "R" – Rate ready "L" – Loan "E" – Rental "I" – Invoice transaction	A1	R	Provide "I" for invoice transaction
Original-Txn-Record-Id	Record ID of the originating transaction: "B" – Bill ready "R" – Rate ready "L" – Loan "E" – Rental "M" – EGD Manual Transaction	A1	R	"M" indicates a manually generated transaction that was created by EGD. It will not have an EGD transaction id associated to an existing product.
Open-Bill-Ref-Num	EGD determined unique identifier for OBA Service transactions for customers	A32	R	
EGD-Transaction-ID	Unique identifier for transaction as generated by EGD. Must be provided by Biller for future updates/deletes to transactions that have already	A20	R	Will match the transaction-ID provided when the Biller submits initial transaction

Invoiced Transactions detail record				
Field	Description	Data	Req'd/ Opt	Comment
	been processed.			
EGD-Document-ID	Unique identifier for the invoice document that produced this line item.	A20	R	Will be determined by the invoice document ID in CIS
Bill-Cycle	Billing cycle number that the customer is regularly scheduled for based on their portion	N2	R	Derived from portion in CIS in table ERDK assigned to invoice
Bill-Date	Date the invoice was generated. Use format: YYYYMMDD	D8	R	Will be determined by the Document Date in CIS
Posted-Date	Date the transactions was originally received by CIS from the Biller. Use format: YYYYMMDD	D8	R	Will need to be retrieved from original Standing Request or rental/loan contract
Late-Payment-Penalty-Date	Date after which late payment charges apply if payment not received. Use format: YYYYMMDD	D8	R	Will be determined by the Net Due Date in CIS
Billed-Amount	Amount billed to customer. Negative signs and decimals will be sent; no commas.	C9	R	
PST Amount	Calculated by CIS	C9	R	
GST Amount	Calculated by CIS	C9	R	
HST Amount	Calculated by CIS	C9	R	
Total including Taxes		C9	R	
Payment Date	= Billing Date + 21 (if not a business day then it's the next business day) YYYYMMDD	D8	O	Only if EGD owns the receivable
Bill-Type-Code	Code to determine the type of charge to apply to the	N4	R	This will be derived from the Sub that the

Invoiced Transactions detail record				
Field	Description	Data	Req'd/ Opt	Comment
	customer.			invoice line item is assigned to.
Rental-Type	Biller uses an additional field to determine the rental type being used. This will be used to determine the price per month for the rental if the rental price is not explicitly provided on this record.	N6	R	
Finalized-Indicator	Indicates whether the contract account has been finalized at time of invoice. “F” – Account finalized Blank – Not finalized	A1	R	Retrieved from contract account field FKKVKP-ZZCA_IS_FINAL
Reversal Indicator	This is a flag that identifies an invoice being reversed to correct an invoice issue (Note that the Cancel flag will appear on the reversed invoice charge and the Rebill indicator will appear on the rebilled invoice charge). “ “C” – Cancel or Reversal “R” – Rebill Blank – No reversal	A1	O	
Receivable-Owner	Party who owns the receivable on this item. “E” – EGD Shared Bill “S” – EGD Standalone Bill “B” – Biller	A1	R	Determined by the Company Code
Billing period				
From date	YYYYMMDD	D8	R	Billing period start date

Invoiced Transactions detail record				
Field	Description	Data	Req'd/ Opt	Comment
Billing period To date	YYYYMMDD	D8	R	Billing period end date
Billing Period Source Doc. #	FICA Doc # / Billing Doc #	N12	R	
Manual Adjustment Comments	Free Form Text	A/N50	O	

Section 7.2.3 Trailer Record Layout

The record layout of the daily Invoiced Transactions trailer record is as follows:

Trailer record layout				
Field	Description	Data	Req'd/ Opt	Comment
Record-type	Determines whether record is header, detail or trailer record. "001" – Header "002" – Detail "003" – Trailer	N3	R	Provide "003" for trailer record
Detail-Record-Count	Count of detail records sent in file	N5	R	
Total-Including-Taxes-Amount	Sum of all amounts sent in the Total-Including-Taxes field	C12	R	Negative signs and decimals used; no commas.
Total-Unique-Invoice-Count	Count of the number of unique invoices that are present in this file.	N8	R	

Section 7.2.4 Reversal and Rebill Process

If a Customer identifies an issue with their Service Bill then Enbridge may decide to Reverse the customer's erroneous bills and then Rebill the customer to produce corrected Service Bills. The Biller will be informed of Reversals and Rebills via the Reversal Indicator field of the Invoice file (see section 7.2.2 above). The reversal and rebill process is managed by Enbridge, thus the Biller should not resubmit a charge associated with a Reversed charge.

For example a customer has an OBA charge of \$20.

- When it is billed it will be shown on the Invoiced Transaction File as \$20.
- If Enbridge reversed the bill, the charge of \$20 will be reversed and will show up on the Invoice file with a Reversal Indicator of "C" with an amount of negative \$20, this means that the charge has been reversed. This negative amount will also be reflected on the Customer's Bill.
- When Enbridge rebills the customer the charge will appear on the Invoice file with a Reversal Indicator of "R" for \$20.
- Note that the OBA Reference Number and EGD Transaction ID fields are the key fields that you can use to identify the original charge being reversed and rebilled.

Section 7.3 Customer Match File Layout

Customer acknowledgement records that result in an error code 27 (Record received; manual processing in progress) will be placed in a manual match queue and will be looked up manually by Enbridge. These records will be returned to the Biller in a separate file with the file name mentioned below. The file specifications can be found in Section 7.1.2. The Status-Text field at the end of the record can be utilized by Enbridge to provide the Biller with additional information on why a manually worked record was rejected.

File format: Pipe Delimited (|)

File name format: yyyyymmddhhmmss_Customer_Match_{BillerID}_OUT.dat

File name sample: 20090302134531_Customer_Match_1000.dat

See **Section 5.1.3** for the description and layout of this file.

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Chapter 8 Reports

The following reports can be found in the Biller's Output folder on the EGD SFTP server. See **Chapter 6** for information on how to access the SFTP server.

The table below is a list of reports that will be provided.

REPORT	FREQUENCY	REPORT DESCRIPTION
8.1.1 Monthly / Daily Billed Summary	Daily/Monthly	This report provides a summary of the Biller's transactions that were billed the previous day / month.
8.1.2 Customer Update Report	Daily	This report provides updated Customer information to the Biller. There will be one record for each change.
8.1.3 Disputes Report	Daily	This report provides information on Open Bill Disputes that have not yet been resolved.
8.1.4 Moves Report	Daily	This report provides Billers using the Rate Ready functionality with information regarding reported moves of their customers.
8.1.5 Moved Out Rental Installations (Inactive_Inst)	Monthly	This report provides a list of the Biller's Rate Ready Rental Installations that have no moved in customer.
8.1.6 Accepted not Invoiced (Non_Inv_Biller_Charges)	Monthly	This report provides the list of active charges that were accepted from the Biller which did not bill during the month.
8.1.7 Invoice Count Report	Daily/Monthly	This report provides a count of the number of bills that contained the Biller's charges during the month.
8.1.8 Biller Invoices Exceeding Item Limits	Monthly	This report provides the detail list and summary of the Biller invoices exceeding item limits greater than 6 for in-franchise (EGD owned) and greater than 12 for Biller owned (in franchise and ex-franchise.)

Section 8.1 Report Descriptions

Following are detailed record layouts of the reports that the Biller may receive. Each section includes a report description and header, detail, and trailer record layouts.

Section 8.1.1 Monthly / Daily Billed Summary

Report description: This report provides a summary of the Biller's transactions that were billed the previous day / month. The report shows the monthly or daily summary per Biller for the Invoicing Date. The output of the report captures the amount and count of gas (shared), non-gas (standalone), and debit and credit postings respectively for EGD owned and Biller owned ex-franchise and in-franchise accounts. A summation of amount of the break-up and a calculation of the Payment Amount is reflected on the output, with the payment date, billing date and current billing cycle (MRU) date.

File format: Pipe Delimited (|)

File name format: yyyyymmddhhmmss_OBA_(BillerID)_(Report Name)_OUT.dat

File name sample: 20081017090805_OBA_00004_ZBLR_BILL_SUMRY_OUT.DAT
(monthly report)
20081017090805_OBA_00004_ZBLR_BILL_DAILY_OUT.DAT
(daily report)

Sample report layout:

Header Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	An identifier that represents the type of records	CHAR3	R	Internal Identifier, default 001 for header record.
Biller ID	An internal key that represents the Biller id for that Biller	CHAR5	R	
Run Date	Date the report is Run	CHAR8	R	YYYYMMDD
Run Time	Time the report is Run	CHAR6	R	HHMMSS

Monthly / Daily Open Bill Report Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	An identifier that represents the type of records	CHAR3	R	Internal Identifier, default 002 for Detail record.
COUNT (Shared)	Total count of the Shared Transactions	CHAR10	O	Division 02, 99. Shared invoice is one which has gas and Biller charges.
COUNT (Standalone)	Total count of the Standalone Transactions	CHAR10	O	Division 99. Standalone invoice has only Biller charges.
COUNT (Exfranchise)	Total count of the Biller Owned Exfranchise Transactions	CHAR10	O	Company Code 8999
COUNT (Infranchise)	Total count of the Biller Owned Infranchise Transactions	CHAR10	O	Company Code 9999

Monthly / Daily Open Bill Report Layout				
Field	Description	Data	Req'd/ Opt	Comment
TOTAL COUNT	Total number of Count	CHAR10	R	Total number of transactions Shared, Standalone, Ex franchise, In Franchise
SHARED DEBIT AMOUNT	EGD Owned Shared debit invoiced amount	CHAR10	O	Amount field with 2 decimal fields
SHARED CREDIT AMOUNT	EGD Owned Shared credit invoiced amount	CHAR10	O	Amount field with 2 decimal fields
SHARED NET AMOUNT	Net total of the shared credit and debit	CHAR10	O	Amount field with 2 decimal fields
STANDALONE DEBIT AMOUNT	EGD Owned standalone debit invoiced amount	CHAR10	O	Amount field with 2 decimal fields
STANDALONE CREDIT AMOUNT	EGD Owned standalone credit invoiced amount	CHAR10	O	Amount field with 2 decimal fields
STANDALONE NET AMOUNT	Net total of the standalone credit and debit	CHAR10	O	Amount field with 2 decimal fields
TOTAL	Total of net EGD Owned shared and standalone	CHAR13	R	Amount field with 2 decimal fields
TOTAL Settlement Amount	Settlement Amount for EGD Owned shared and standalone to be paid to the Biller on the Payment date	CHAR13	R	Amount field with 2 decimal fields
PAYMENT DATE	Invoice document date + 21 days	CHAR8	R	YYYYMMDD
DOCUMENT DATE	Invoice document date	CHAR8	R	YYYYMMDD
BILLING CYCLE	Portion	CHAR8	R	Portion of the corresponding Invoice document date
DEBIT AMOUNT EX	Total of Biller Owned exfranchise debit invoiced amount	CHAR13	O	Amount field with 2 decimal fields. Company code 8999
CREDIT AMOUNT EX	Total of Biller Owned exfranchise credit invoiced amount	CHAR13	O	Amount field with 2 decimal fields. Company code 8999
TOTAL	Total of net debits and credits	CHAR13	O	Amount field with 2 decimal fields
DEBIT AMOUNT IN	Total of Biller Owned Infranchise debit invoiced amount	CHAR13	O	Amount field with 2 decimal fields. Company code 9999
CREDIT AMOUNT IN	Total of Biller Owned Infranchise credit invoiced amount	CHAR13	O	Amount field with 2 decimal fields. Company code 9999
TOTAL	Total of net debits and credits	CHAR13	O	Amount field with 2 decimal fields
GRAND TOTAL	Grand Total of all 100% amounts	CHAR13	R	Amount field with 2 decimal fields

Trailer Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	An identifier that represents the type of records	CHAR3	R	Internal Identifier, default 003 for trailer record.
Total count (Shared)	Total count of the Shared Transactions	CHAR10	O	Division 02, 99. Shared invoice is one which has gas and Biller charges.
Total count (Standalone)	Total count of the Standalone Transactions	CHAR10	O	Division 99. Standalone invoice has only Biller charges.
Total count (Exfranchise)	Total count of the Biller Owned Exfranchise Transactions	CHAR10	O	Company Code 8999
Total count (Infranchise)	Total count of the Biller Owned Infranchise Transactions	CHAR10	O	Company Code 9999
Grand total count	Total number of Count	CHAR10	R	Total number of transactions Shared, Standalone, Ex franchise, In Franchise
Total shared debit amount	Total EGD Owned Shared debit invoiced amount	CHAR10	O	Amount field with 2 decimal fields
Total shared credit amount	Total EGD Owned Shared credit invoiced amount	CHAR10	O	Amount field with 2 decimal fields
Total shared net amount	Total shared net amount	CHAR10	O	Amount field with 2 decimal fields
Total standalone debit amount	Total standalone debit amount	CHAR10	O	Amount field with 2 decimal fields
Total standalone credit amount	Total standalone credit amount	CHAR10	O	Amount field with 2 decimal fields
Total standalone net amount	Total standalone net amount	CHAR10	O	Amount field with 2 decimal fields
Total of net shared and standalone	Total net of shared and standalone 100% amount	CHAR13	R	Amount field with 2 decimal fields
Total Settlement Amount	Total of Settlement Amount for EGD Owned shared and standalone	CHAR13	R	Amount field with 2 decimal fields
Total debit amount Exfranchise	Total of Biller Owned Exfranchise debit invoiced amount	CHAR13	O	Amount field with 2 decimal fields. Company code 8999
Total credit amount Ex franchise	Total of Biller Owned Exfranchise credit amount	CHAR13	O	Amount field with 2 decimal fields. Company code 8999
Total of net debits and credits Exfranchise	Total of net debits and credits Biller Owned Exfranchise	CHAR13	O	Amount field with 2 decimal fields

Trailer Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Total debit amount Infranchise	Total of Biller Owned Infranchise debit amount	CHAR13	O	Amount field with 2 decimal fields. Company code 9999
Total credit amount Infranchise	Total of Biller Owned Infranchise credit amount	CHAR13	O	Amount field with 2 decimal fields. Company code 9999
Grand total	Total of net debits and credits Biller Owned Infranchise	CHAR13	O	Amount field with 2 decimal fields
Net Grand total	Grand Total of all 100% amounts	CHAR13	R	Amount field with 2 decimal fields
Record Count	No of records in the output of the report	CHAR5	R	

Section 8.1.2 Customer Update Report

Report description: This report is used to provide any customer data update on a daily basis for a specific Biller. This will only need to be communicated for customers who have Open Bill activity on their contract accounts within the past 13 months. This would include Loan Contracts and Rental Contracts, Bill Ready & Rate Ready Standing Requests.

File format: Pipe Delimited (|)

File name format: yyyyymmddhhmmss_OBA_(BillerID)_(Report Name)_OUT.dat

File name sample:

20081017090805_OBA_00004_ZCRMR_CUSTOMER_UPDATE_REPORT_OUT.DAT

Sample report layout:

Header Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	Type of record	C3	R	Default 001
Biller ID	An internal key that represents the Biller id for that Biller	C5	R	
Run Date	Date the report is Run	C8	R	YYYYMMDD
Run Time	Time the report is Run	C6	R	HHMMSS

Customer Update Report Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	Type of Record	N3	R	Default 002
OBA number	OBA Reference Number for the contract account	C32	R	
Field Name	Selected fields will be tracked for changes	C50	R	* See below for fields that will be tracked for changes
New value	New value of the field	C254	R	
Old value	Old Value of the field	C254	R	

* List of fields that will be tracked for changes:

- CUSTOMER_NAME_FIRST_NAME
- CUSTOMER_NAME_LAST_NAME
- CUSTOMER_NAME_TITLE
- CUSTOMER_NAME
- SERVICE_ADDRESS_HOUSE_NO
- SERVICE_ADDRESS_SUFFIX
- SERVICE_ADDRESS_STREET
- SERVICE_ADDRESS_MISC ADDRESS
- SERVICE_ADDRESS_CITY
- SERVICE_ADDRESS_PROVINCE
- SERVICE_ADDRESS_POSTAL
- MAILING_ADDRESS_HOUSE_NO
- MAILING_ADDRESS_SUFFIX
- MAILING_ADDRESS_STREET
- MAILING_ADDRESS_MISC ADDRESS
- MAILING_ADDRESS_CITY
- MAILING_ADDRESS_PROVINCE
- MAILING_ADDRESS_POSTAL
- MAILING_ADDRESS_CARE_OF
- MAILING_ADDRESS_HOME_PHONE
- MAILING_ADDRESS_BUSINESS_PHONE
- MAILING_ADDRESS_FAX
- MAILING_ADDRESS_MOBILE
- MAILING_ADDRESS_OTHER
- MAILING_ADDRESS_TEL_NUMBER
- MAILING_ADDRESS_BUSINESS_EXTENSION
- METER_READING_PORTION (= Customer's Billing Cycle)
- ACCT_DETERM_ID (= Customer Tax Determination)

Trailer Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	Type of record	C3	R	Default 003
Record Count	Number of Records in the File	C5	R	Number to show the count of records.

Section 8.1.3 Disputes Report

Report description: The OBA Open Disputes Report provides information on Open Bill Disputes that have not yet been resolved.

File format: Pipe Delimited (|)

File name format: yyyyymmddhhmmss_OBA_(BillerID)_(Report Name)_OUT.dat

File name sample:

20081017090805_OBA_00004_ZCCR_DISPUTE_REPORT_OUT.DAT

Sample report layout:

Header Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	Type of record	C3	R	Default 001
Biller ID	An internal key that represents the Biller id for that Biller	C5	R	
Run Date	Date the report is run	C8	R	YYYYMMDD
Run Time	Time the report is run	C6	R	HHMMSS

Report Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	Type of Record	C3	R	Default 002
Open Bill Ref #	Open Bill Ref No.	C32	R	
Case ID	Clarification Case	C10	R	
Customer Name	The Customer first name and last name	C80		
Customer Address Street Number	Street Number	C10	R	
Customer Address Suffix	Suffix	C10	O	
Customer Address Street Name	Street Name	C60	R	
Customer Address Misc	Miscellaneous	C40	O	
Customer Address City	City Name	C40	R	
Customer Address Province	Province	C3	R	
Customer Address Postal code	Postal code	C10	R	
Customer Address Country	Country	C3	R	
Dispute Initiation date	Original Date of Clarification Case	C8	R	
Bill Type Code	Third Party Bill Type Code	C4	R	
Bill Print Description	Description	C30	R	
Object Number	Installation number, or Contract Number or Standing Request Number	C12	R	

Report Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Charge amount	Currency	C13	R	This field contains the dollar amount of the dispute as provided by the customer on the dispute initiation date. This actual dispute amount may increase over time since a Rate Ready product will continue to bill during the resolution period.
Status	Processing Status of Clarification Case – In Progress	C12	R	Status: New, In Process, Completed or Cancelled
Date of last change	The date the status was last changed	C8	O	
Date Dispute must be solved	Original Date of the Dispute + a specified # of days	C8	R	
Reinstatement Indicator	Indicator for how many times the case is been reinstated.	C2	O	
Dispute Comments	Multiple lines for each EMMA_CASE	C132	O	Dispute comments will include the disputed period (e.g. 5 months or Feb – June 2015). The disputed amount will be the current charge as of the date the dispute originated. When calculating credit owed to customer Billers should review the pricing billed for the disputed period as well as any billing that occurred while the dispute was In Progress.

Trailer Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	Type of record	C3	R	Default 003
Record Count	Number of Records in the File	C5	R	Number to show the count of records.

Section 8.1.4 Moves Report

Report description: This report is used to provide Billers with information regarding reported moves of customers who have Rate ready charges. The move in report will only contain moves of customers who have rental agreements. The report of moves will include;

- Future date or planned moves
- Back dated moves
- Reversal of prior reported moves

The report will be supplied for customers moving in to or out of premises where the following services are provided by the Biller:

For Move In:

- Site based rentals (e.g. hot water heater rental)
- Reversal Scenarios with a new move in to provide additional information for loans that were reinstated. Note: Standing Requests are not included in any move in report in a reversal scenario. This could also provide indication of merge where a loan was moved from one contract account (example existing non-gas contract account) to a gas account.
- Indication of merge scenarios for rentals, or where the move in customer is the same as the previous move out customer. This is the case where a customer elects to move their rental and/or loan service to an existing gas contract account.

For Move Out:

- Site based rentals (e.g. hot water heater rental)
- Merchandise Loans
- Standing Requests (e.g. protection plan) associated with the contract account related to the move out

File format: Pipe Delimited (|)

File name format: yyyyymmddhhmmss_OBA_(BillerID)_(Report Name)_OUT.dat

File name sample:

20081017090805_OBA_00004_ZCRM_R_OPEN_BILL_MOVEIN_OUT.DAT

20081017090805_OBA_00004_ZCRM_R_OPEN_BILL_MOVEOUT_OUT.DAT

Sample report layout:

Header Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	Header record	N3	R	Default 001
Biller ID	An internal key that represents the Biller id for that Biller	C5	R	
Run Date	Date the report is run	C8	R	YYYYMMDD
Run Time	Time the report is run	C6	R	HHMMSS

Move In Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	Detail Record	N3	R	Default 002
Move In Document Number	An internal CIS number that represents the move in transaction and is used for tracking purposes	C12	R	
Rental Transaction ID	The installation is the EGD transaction ID that represents the rental	C10	R (if reporting rental)	CIS Installation Number
Merchandise Loan Transaction ID	The EGD transaction ID that represents the loan	C10	R- (if reporting loan)	Used in a reversal scenario only.

Move In Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Move in flag	Value X or space (where X=true) indicates that the same customer moved out and in to this Premise & Installation. Either <ul style="list-style-type: none"> this person was moved out in error and this customer is being "reinstated" at the location the customer merged services from non-gas to a gas contract account. 	C1	O	This is relevant to loans and rentals if the prior move out is the same customer as the move-in. This is the process at EGD where by a reversal of move out is backdated to get a new move-in with the same customer.
Move In Date	The move in date that the customer is moving in (not necessarily the date the transaction is created)	C8	R	YYYYMMDD
Open Bill Reference Number	OBA reference Number for the customer moving in.	C32	R	
Move in was Reversed flag	Value X or space (where X=true) indicates that the previous created move in document has been reversed.	C1	O	If the move in document is a reversal (cancellation).
Biller ID	Biller Identification Number	C5	R	CIS Biller identification number
Biller Name	Biller Name	C40	R	CIS Business Partner Organization Name1
Move In Business Partner Type	Person or Organization	C1	R	Type P=Person, O=Org
Move In BP Organization Name	Name if Organization	C40		Either Org or Person
Move In BP Last Name	Last Name if Person	C40		Either Org or Person
Move In BP First Name	First Name if Person	C40		Either Org or Person
Service Address Street Number	Service Address	C10		Address Data
Service Address Suffix	Service Address	C10		Address Data
Service Address Street Name	Service Address	C60		Address Data
Service Address Misc.	Service Address	C40		Address Data
Service Address City	Service Address	C40		Address Data
Service Address Province	Service Address	C3		Address Data
Service Address	Service Address	C10		Address Data

Move In Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Postal Code				
Service Address Country	Service Address	C3		Address Data
Mailing Address Care-Of	Mailing Address	C40		Address Data
Mailing Address Street Number	Mailing Address	C10		Address Data
Mailing Address Suffix	Mailing Address	C10		Address Data
Mailing Address Street Name	Mailing Address	C60		Address Data
Mailing Address Misc.	Mailing Address	C40		Address Data
Mailing Address City	Mailing Address	C40		Address Data
Mailing Address Province	Mailing Address	C3		Address Data
Mailing Address Postal Code	Mailing Address	C10		Address Data
Mailing Address Country	Mailing Address	C3		Address Data
Mailing Address Telephone Number	Mailing Address	C30		Address Data - typically 10 digits straight e.g. 4169671234
Mailing Address Telephone Number Extension	Mailing Address	C10		Address Data - extension field associated with the telephone number
Franchise Indicator	In Franchise or Out of Franchise	C1	R	I = In Franchise, E = out of franchise
Occupancy Code		C 1	R	B = Builder, O = Owner, T = Tenant, U = Unknown
Tax Status Customer is Exempt	Value X or space (where X= true) indicates exempt tax status.	C1	O	Flag if Exempt
Corresponding move out document for this move-in for a rental installation		C12	O	Last move out for this rental installation
Corresponding move out document for this move-in (in a reversal scenario only)		C12	O	Last move out for this installation only if the same BP as moving in (reversal)
Loan Principle(in a reversal scenario only)		C13	R if reporting Loan	Currency field, stored as DEC with 2 decimals

Move In Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Loan Interest(in a reversal scenario only)		C13	R if reporting Loan	Currency field, stored as DEC with 2 decimals

Move Out Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	Detail record	N3	R	Default 002
Move Out Document Number	An internal CIS number that represents the move in transaction and is used for tracking purposes	C12	R	
Rental Transaction ID	The installation is the EGD transaction ID that represents the rental	C10	R (if reporting rental)	CIS Installation Number
Merchandise Loan Transaction ID	The contract is the EGD transaction ID that represents the loan	C10	R (if reporting Loan)	CIS Contract Number
Rate Ready Transaction ID	CIS Standing Request Document Number Header (for the Contract Account moved out)	C12	R (if reporting Standing Request)	The Standing Request for the Rate Ready agreement – since the Standing Request is created at the Contract Account level the trigger for detection is from a distribution contract move out.
Move Out Date	The move out date that the customer is moving out (not necessarily the date the transaction is created)	C8	R	YYYYMMDD
Open Bill Reference Number	OBA reference Number for the customer moving out.	C32	R	
Move Out was Reversed	Value X or space (where X=true) indicates that the previous created move out document has been reversed.	C1	O	If the move out document is a reversal (cancellation).
Biller ID	Biller Identification Number	C5	R	
Biller Name	Biller Name	C40	R	CIS Business Partner Organization Name
Move Out Business Partner Type	Person or Organization	C1	R	Type P=Person, O=Org
Move Out BP Organization Name	Name if Organization	C40		Either Org or Person
Move Out BP Last Name	Last Name if Person	C40		Either Org or Person

Move Out Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Move Out BP First Name	First Name if Person	C40		Either Org or Person
Service Address Street Number	Service Address	C10		Address Data
Service Address Suffix	Service Address	C10		Address Data
Service Address Street Name	Service Address	C60		Address Data
Service Address Misc.	Service Address	C40		Address Data
Service Address City	Service Address	C40		Address Data
Service Address Province	Service Address	C3		Address Data
Service Address Postal Code	Service Address	C10		Address Data
Service Address Country	Service Address	C3		Address Data
Mailing Address Care-Of	Mailing Address	C40		Address Data
Mailing Address Street Number	Mailing Address	C10		Address Data
Mailing Address Suffix	Mailing Address	C10		Address Data
Mailing Address Street Name	Mailing Address	C60		Address Data
Mailing Address Misc.	Mailing Address	C40		Address Data
Mailing Address City	Mailing Address	C40		Address Data
Mailing Address Province	Mailing Address	C3		Address Data
Mailing Address Postal Code	Mailing Address	C10		Address Data
Mailing Address Country	Mailing Address	C3		Address Data
Mailing Address Telephone Number	Mailing Address	C30		Address Data
Mailing Address Telephone Number Extension	Mailing Address	C10		Address Data - extension field associated with the telephone number
Franchise Indicator	In Franchise or Out of Franchise	C1	R	I = In Franchise, E = out of franchise
Occupancy Code		C1	R	B = Builder, O = Owner, T = Tenant, U = Unknown
Tax Status Customer is Exempt	Value X or space (where X= true) indicates exempt tax status.	C1	O	Flag if Exempt

Move Out Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Termination of Service Reason	Values: RC01: Move Undisclosed Location (Customer request-no forwarding info.) RC02: Credit Final (Red Locked customer) RC03: Change of Account Ownership (Customer provides lock information) RC04: Move Out of Territory (Customer request-moved out of franchise area) RC05: Deceased (Customer died - estate to be settled) RC06: Move Force Out RC07: Consumer Disconnect (Gas Meter has been removed) RC08: Bankruptcy (Trustee has requested a bill up to bankruptcy period) RC09: Power of Sale (Bank takes over service address) RC10: Receivership (Receiver requests account while commercial assets sold) RC11: Change in account number, no physical move RC12: CCAA (Trustee has filed for a proposal) RC99: Manual requested moveout	C4	R	Entered during move out.
Loan Principal		C13	R if reporting Loan	Currency field, stored as DEC with 2 decimals
Loan Interest		C13	R if reporting Loan	Currency field, stored as DEC with 2 decimals
Corresponding move in document for this move out		C12	O	Next move in document (if known) for this move out

Trailer Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	Trailer record	N3	R	Default 003
Record Count	Number of Records in the File	N5	R	

Section 8.1.5 Not Moved In Rental Installations Report

Report description: This report displays a list of Rental Installations where customers have moved out and no new customers have moved in. This is a monthly detail report, with no dollar value displayed. Only the list of installations which are moved out and not moved in (installation type = RENT) will be captured on this report. All installations which have been bought out (marked for deletion) will be not taken into account.

File Format: Pipe Delimited (|)

File name format: yyyyymmddhhmmss_OBA_(BillerID)_(Report Name)_OUT.dat

File Name sample: 20081017090805_OBA_XXXXX_INACTIVE_INST_OUT.dat

Sample report layout:

Header Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	A number that uniquely identifies the type of record	C3	R	Default value '001'
Biller ID	An internal key that represents the Biller id for that Biller	C5	R	
Run Date	Date the report is Run	C8	R	YYYYMMDD
Run Time	Time the report is Run	C6	R	HHMMSS

Inactive Installation Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	A number that uniquely identifies the type of record	C3	R	Default value '002'
Installation	Installation	C10	R	
Rental Type	Rental Type	C6	R	
Biller Code	Biller Code	C5	R	
Third Party Bill Type Code	Third Party Bill Type Code	C4	R	
Move-Out Date	Move-Out Date	C8	O	YYYYMMDD
Type of premise	Type of premise	C40	R	
House number	House number	C10	R	
Suffix	Suffix	C10		
Street	Street	C60	R	
Misc.	Misc.	C40		
City	City	C40	R	
Prov.	Prov.	C3		
City postal code	City postal code	C10	R	
Country	Country	C3		
Regional structure grouping	Regional structure grouping	C8	R	
Regions	Regions	C40	R	

Trailer Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	A number that uniquely identifies the type of record	C3	R	Default value '003'
Record Count	Number of records downloaded in the file.	C5	R	

Section 8.1.6 Accepted not Invoiced

Report description: This detailed report provides the list of active accounts which did not Post or Invoice, segregated per Biller, in the period specified in the Report Run parameters. The report will include all the aging records, which are not posted or invoiced, based on the date range in the selection screen.

The report will not include any future rental and loan cases. This also means that any Loans and Rentals which are deferred should not be taken into account. This check will be done in the case of Loans and Rentals as Standing Request will not encounter any such situations.

File format: Pipe delimited.

File name: yyyyymmddhhmmss_OBA_(BillerID)_(Report Name)_OUT.dat

Example: 20081017090805_OBA_00004_NON_INV_BILLER_CHARGES_OUT.dat

Sample report layout:

Header Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	Type of record	N3	R	Default 001
Biller ID	An internal key that represents the Biller id for that Biller	N5	R	
Run Date	Date the report is Run	N8	R	YYYYMMDD
Run Time	Time the report is Run	N6	R	HHMMSS

Accepted not Invoiced Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	Type of Record	N3	R	Default 002
Biller	Biller ID	C5		
OBA reference number	Business Agreement GUID	C32		
Transaction Number	<ul style="list-style-type: none"> RENTAL LOAN STRQ 	C12		
Installation Type	RENT, LOAN or STRQ	C4		
Area	Region name	C40		
Bill Ready /	Bill Ready / Rate Ready	C2		

Accepted not Invoiced Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Rate Ready				
Bill type code	To determine which item was not posted	C4		
Bill type code description	Description of Bill Type code used above	C30		
Date it should have Billed	Cycle day for loan and rentals & due date for the Standing Request	C8		
Service Address Street Number	Service Address	C10		
Service Address Suffix	Service Address	C10		
Service Address Street Name	Service Address	C60		
Service Address Misc.	Service Address	C40		
Service Address City	Service Address	C40		
Service Address Province	Service Address	C3		
Service Address Postal Code	Service Address	C10		
Service Address Country	Service Address	C3		

Trailer Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	Type of record	N3	R	Default 003
Record Count	Number of Records in the File	N5	R	Number to show the number of count of records.

Section 8.1.7 Invoice Count Report

Report description: This detailed report provides the list of the Biller Invoice Count in CIS based on the Invoice document date. The output of the report captures the number of Invoices generated in CIS and classified under the following four headings.

- Invoices shared
- Invoices Standalone
- Invoices Biller owned In Franchise
- Invoices Biller owned Ex Franchise

File Format: Pipe Delimited (|)

File Name: *yyyymmddhhmmss_OBA_{BillerID}_{Report Name}_OUT.dat*

Example: 20081017090805_OBA_00004_INVOICE_COUNT_OUT.dat

Sample report layout:

Header Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	An identifier that represents the type of records	C3	R	Internal Identifier, default 001 for header record.
Biller ID	An internal key that represents the Biller id for that Biller	C5	R	
Run Date	Date the report is Run	C8	R	YYYYMMDD
Run Time	Time the report is Run	C8	R	YYYYMMDD

Invoice Count Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	An identifier that represents the type of records	C3	R	Internal Identifier, default 002 for detail record.
Count(Shared)	Total count of the shared Invoices	C10	R	Division 02, 99
Count (Standalone)	Count Number of standalone Invoices	C10	R	Division 99
Count (Ex franchise)	Count number of Biller owned ex-franchise Invoices	C10	R	Company Code 8999
Count (In franchise)	Count number of Biller owned in-franchise Invoices	C10	R	Company Code 9999
Total Count	Total of the counts	C10	R	Total counts (Shared, Standalone, Ex and Infranchise)
Billing Cycle	Portion	C8	R	Portion corresponding to the invoice date.
Document Date	Invoice document date	C8	R	YYYYMMDD

Trailer Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	An identifier that represents the type of records	CHAR3	R	Internal Identifier, default 003 for trailer record.
Total Count (Shared)	Total count of the Shared Invoices	CHAR10	O	Division 02, 99
Total count (standalone)	Total count Number of Standalone Invoices	CHAR10	O	Division 99
Total count (Ex franchise)	Total count number of Biller owned Ex franchise Invoices	CHAR10	O	Company Code 8999
Total count (In franchise)	Total count number of Biller owned In franchise Invoices	CHAR10	O	Company Code 9999
Grand total count	Grand Total of the counts	CHAR10	R	Total counts (Shared,

Trailer Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
				Standalone, Ex and Infranchise)
Record Count	No of records in the output of the report	CHAR5	R	

Section 8.1.8 Biller Invoices Exceeding Item Limits

Report description: This report provides the detail list and summary of the Biller invoices exceeding item limits greater than six for in-franchise (EGD owned) and greater than 12 for Biller owned (in-franchise and ex-franchise.) Re-billed invoices will be identified so they may be optionally excluded. Note: item limits of 6 and 12 should be configurable on the selection screen.

File Format: Pipe Delimited (|)

File Name: *yyyymmddhhmmss_OBA_{BillerID}_{Report Name}_OUT.dat*

Example: 20081017090805_OBA_00004_EXCEEDING_ITEM_LIMITS_OUT.dat

Sample report layout:

Header Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	An identifier that represents the type of records	C3	R	Internal Identifier, default 001 for header record.
Biller ID	An internal key that represents the Biller id for that Biller	C5	R	
Run Date	Date the report is run	C8	R	YYYYMMDD
Run Time	Time the report is run	C8	R	HHMMSS

Biller Invoices Exceeding Item Limits Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	An identifier that represents the type of records	C3	R	Internal Identifier, default 002 for Detail record.
OBA Reference Number	OBA Reference Number	C32	R	
Billed Date	Print Document Date	N8	R	
Bill Type	Indicator of whether customer is in or out of franchise area	C1	R	B = Biller owned in-franchise, E = Biller owned ex-franchise I = Shared
Count	Number of items on the Service Bill	N10	R	
Re-billed	Check box indicating a re-billed	C1	R	Check (X) = re-billed,

Biller Invoices Exceeding Item Limits Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
	invoice			blank = not re-billed
Business Partner Type	Person or Organization	C1	R	Type P=Person, O=Org
BP Organization Name	Name if Organization	C40		Either Org or Person
Customer Last Name	Last Name if Person	C40		Either Org or Person
Customer First Name	First Name if Person	C40		Either Org or Person
Service Address Street Number	Service Address	C10		Address Data
Service Address Suffix	Service Address	C10		Address Data
Service Address Street Name	Service Address	C60		Address Data
Service Address Misc.	Service Address	C40		Address Data
Service Address City	Service Address	C40		Address Data
Service Address Province	Service Address	C3		Address Data
Service Address Postal Code	Service Address	C10		Address Data
Service Address Country	Service Address	C3		Address Data

Trailer Record Layout				
Field	Description	Data	Req'd/ Opt	Comment
Record Type	An identifier that represents the type of records	C3	R	Internal Identifier, default 003 for trailer record.
Record Count	Number of records in the output of the report	C5	R	

Section 8.1.10 Spreadsheet Version of Reports & Selected Interface Files

OBA reports and selected OBA Interface files are available in a readable format including headings on the SFTP server with a ".csv" extension in addition to the pipe-delimited .dat reports. MS Excel reports will be a replica of pipe-delimited reports and will follow the same naming convention but will have a different extension i.e. ".csv" instated of ".dat." MS Excel reports will be placed in the Biller's output and/or report folders at the same time as .dat files and will have all the columns aligned with the relevant headings. Billers will be able to cut, paste, sort data and perform analysis as necessary.

Some tips for formatting the MS Excel reports.

There could be some characters in the cell or in entire column that may not look familiar for example see below

EGD_Transaction_ID	EGD_Document_ID
4E+09	6.47E+11
4E+09	6.88E+11
4E+09	6.4E+11
4E+09	6.47E+11

This formatting issue can be fixed in either of two ways:

1. By just expanding the column width and if that doesn't work then
2. By formatting the cells/columns from General to Number settings.

Here is the step by step process to format cells/columns

1. Highlight the cell or the entire column
2. Right click by mouse in the highlighted pane
3. Select "Format Cells" from the pop-up window
4. On the "Number" tab select the category as "Number"
5. Reduce the "Decimal places" setting to "0"
6. Press "OK"
7. If you see something like "#####" simply increase the column/cell width.

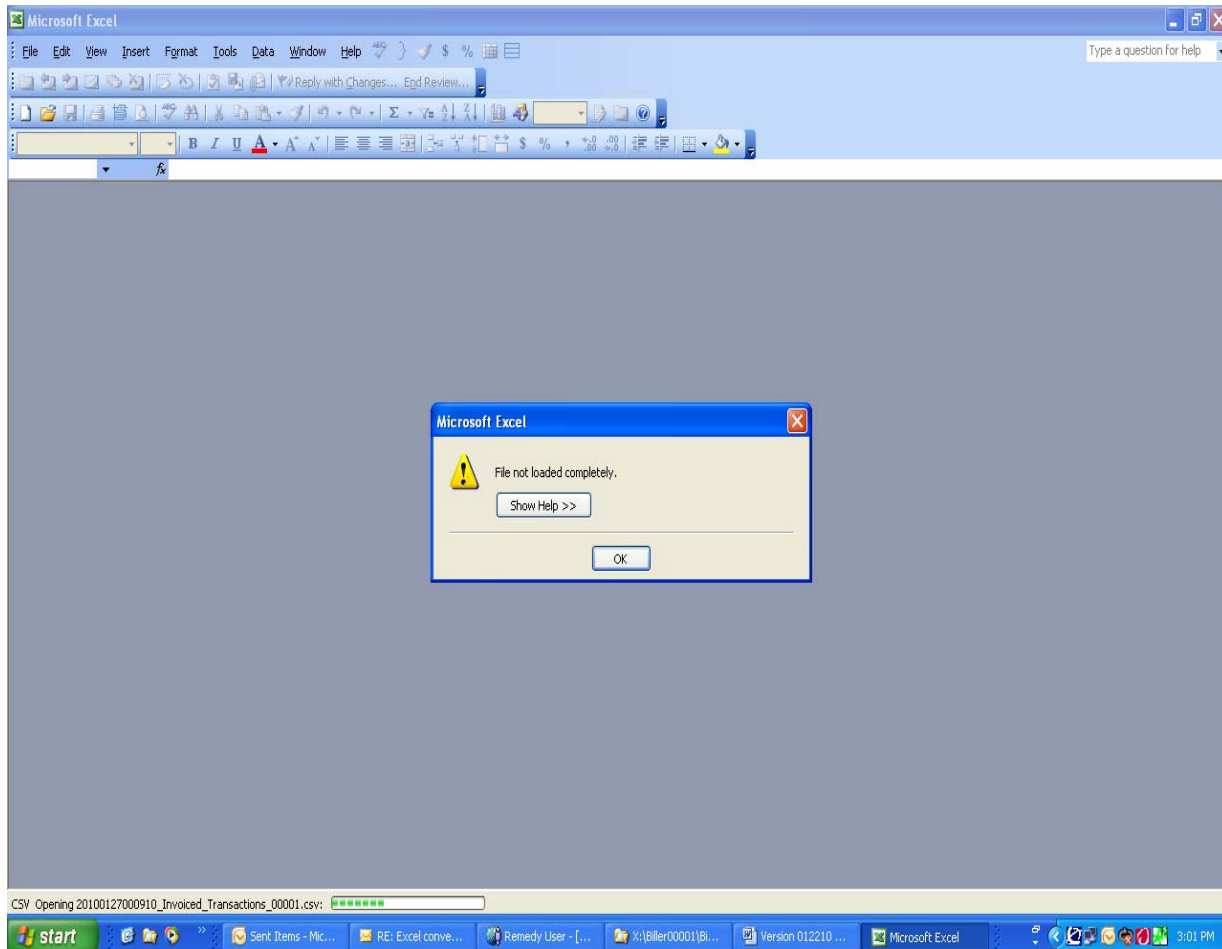
Files having more than 65,000 records

Files which have more than 65,000 records will be converted partially if you are using any version of MS Excel prior to MS Excel 2007. The following message will be displayed if an attempt is made to open the file.

"File not loaded completely"

Please see the screen shot below for sample.

[Remainder of page intentionally left blank.]



Here is a sample of a report in .dat format

```

001|BILLERID|20091204|052740
002|266|10||276|01|20091106
002|208|8||216|02|20091109
002|184|||184|03|20091110
002|242|2||244|04|20091111
002|152|7||159|05|20091112
002|288|3||291|06|20091113
002|324|2||326|07|20091116
002|105|||105|08|20091117
002|165|2||167|09|20091118
002|168|||168|10|20091119
002|124|||124|11|20091120
002|154|||154|12|20091123
002|119|||119|13|20091124
002|109|1||110|14|20091125
002|150|||150|15|20091126
002|213|3||216|16|20091127
002|103|||103|17|20091130
002|156|||156|18|20091201
002|115|||115|19|20091202
002|93|||93|20|20091203
002|6|||6|21|20091204
003|3444|38||3482|21
    
```

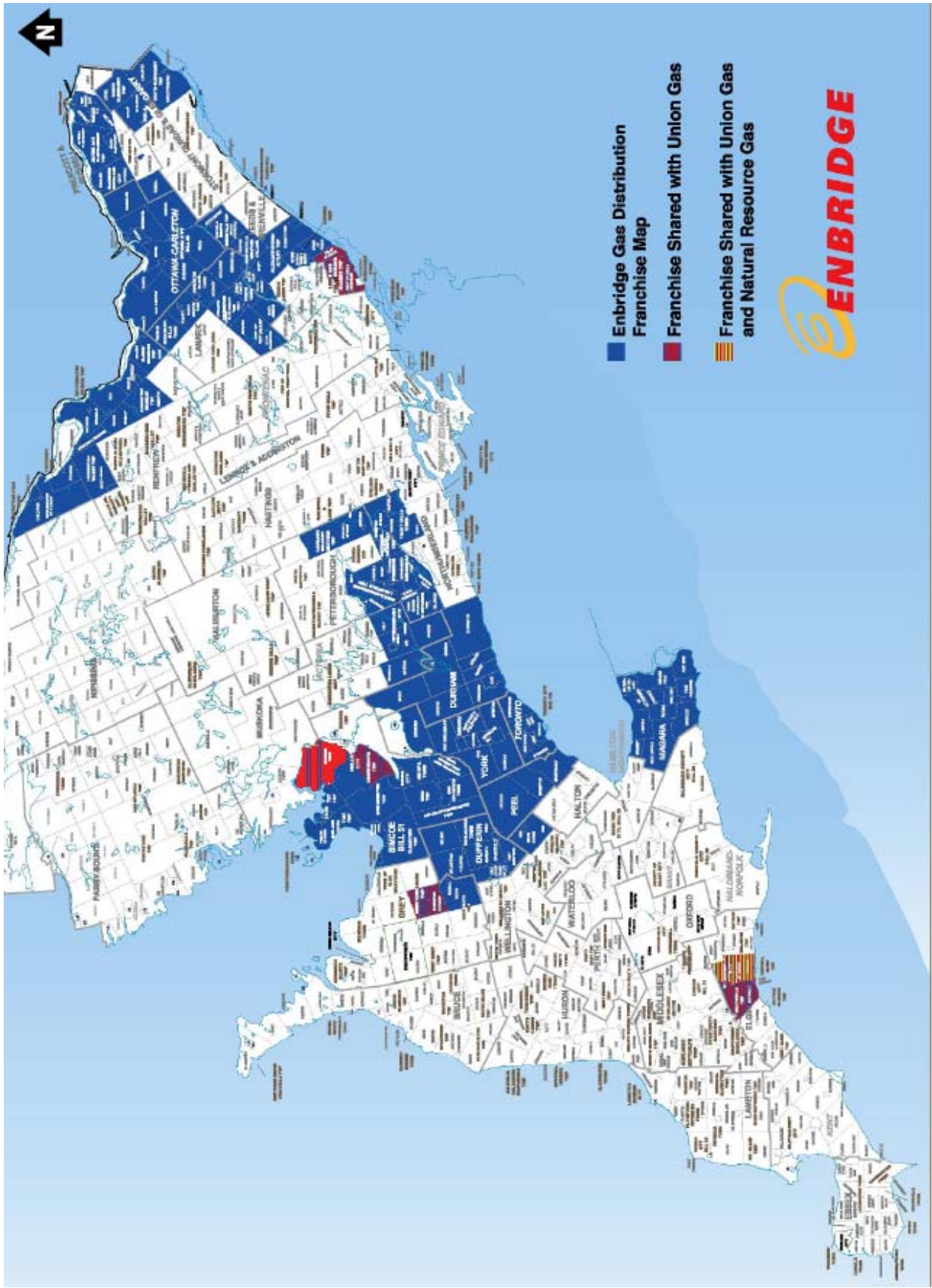

Here is an example of the same report in .csv format

1 BILLERID		20091204		52740				
Record_Type	Count_Shared	Count_Standalone	Count_Ex_Franchise	Count_In_Franchise	Total_Count	Billing_Cycle	Document_Date	
2	208	8	0	0	216	2	20091109	
2	184	0	0	0	184	3	20091110	
2	242	2	0	0	244	4	20091111	
2	152	7	0	0	159	5	20091112	
2	288	3	0	0	291	6	20091113	
2	324	2	0	0	326	7	20091116	
2	105	0	0	0	105	8	20091117	
2	165	2	0	0	167	9	20091118	
2	168	0	0	0	168	10	20091119	
2	124	0	0	0	124	11	20091120	
2	154	0	0	0	154	12	20091123	
2	119	0	0	0	119	13	20091124	
2	109	1	0	0	110	14	20091125	
2	150	0	0	0	150	15	20091126	
2	213	3	0	0	216	16	20091127	
2	103	0	0	0	103	17	20091130	
2	156	0	0	0	156	18	20091201	
2	115	0	0	0	115	19	20091202	
2	93	0	0	0	93	20	20091203	
2	6	0	0	0	6	21	20091204	
3	3444	38	0	0	3482	21	0	

Following is a list of the reports/files that will also be available in MS Excel format:

Common Name	Name as per Convention
Not Moved-In report	YYYYMMDDHHMMSS_OBA_BILLER ID_inactive_inst_out.dat
Invoice Count Report	YYYYMMDDHHMMSS_OBA_BILLER ID_invoice_count_out.dat
Daily Billed Summary	YYYYMMDDHHMMSS_OBA_BILLER ID_zblr_bill_daily_out.dat
Monthly Billed Summary	YYYYMMDDHHMMSS_OBA_BILLER ID_zblr_bill_sumry_out.dat
Non Invoiced Biller Charges	YYYYMMDDHHMMSS_OBA_BILLER id_non_inv_biller_charge_out.dat
Customer Update Report	YYYYMMDDHHMMSS_OBA_BILLER ID_zcrmr_customer_update_report_out.dat
Dispute Reports	YYYYMMDDHHMMSS_OBA_BILLER ID_zccr_dispute_out.dat
Move - Out Report	YYYYMMDDHHMMSS_OBA_BILLER IDzcrmr_open_bill_moveout_out.dat
Move - In Report	YYYYMMDDHHMMSS_OBA_BILLER ID_zcrmr_open_bill_movein_out.dat
Biller invoices exceeding item limits	YYYYMMDDHHMMSS_OBA_BILLER ID_exceeding_item_limits_OUT.dat
Invoiced Transactions file	YYYYMMDDHHMMSS_Invoiced_Transactions_BillerID.dat
Acknowledgement file	YYYYMMDDHHMMSS_OBA_BillerID_OUT.dat

Appendix A EGD Franchise Area



Appendix B Bill Type Codes

EGD Bill Type Code	English Bill Message	French Bill Message
1	Merchandise	Marchandise
2	Forced Air Furnace	Fourn. à air force
3	Space Heater	Chaufferette à gaz
4	Account Set-up	Ouverture de compte
5	Comm. / Ind. Equipment	Equipment com./ind.
6	Range	Cuisiniere
7	Dishwasher	Lave-vaisselle
8	Dryer	Secheuse
9	Clothes Washer	Lessiveuse
10	Air Conditioning	Climatisation
11	Energy Audit	L'energie auditer
12	Unpaid Chrgs Returnd to Biller	Frais renvoyés à facturier
13	Water Heater	Chauffe-eau
14	Humidifier	Humidificateur
15	Refrigerator	Refrigerateur
16	Swimming Pool Heater	Chauffe-piscine
17	*Spare*	*Spare*
18	Food Freezer	Congelateur
19	Barbeque	Barbecue
20	Back Up Generator	Gen de secours
21	Fireplace	Foyer
22	Air Cleaner	Eclairage ornemental
23	*Spare*	*Spare*
24	Patio / Spa Heater	Chauffeur de patio
25	Chimney Liner Charge	Frais de doublage de cheminée
26	Ducting / Piping Charge	Frais de conduites/tuyauterie
27	Duct Cleaning	Nettoyage des conduites
28	*Spare*	*Spare*
29	*Spare*	*Spare*
30	Energy Eff. Products	Produits energie
31	Smart Thermostat	Thermostat Intelligent
32	Roof Replacement	Remplacement du toit

EGD Bill Type Code	English Bill Message	French Bill Message
33	Kitchen Renovation	Reno - cuisine
34	Bathroom Renovation	Reno - salle de bain
35	*Spare*	*Spare*
36	Hydronic Htg. Equip.	Chauffage hydronique
37	*Spare*	*Spare*
38	*Spare*	*Spare*
39	Basement Renovation	Reno - sous sol
40	Water Conserv. Prod.	Prod-cons. de l'eau
41	Home Security System	Syst/Securite resid.
42	Home Improvements	Améliorations de résidence
43	Home Monitoring Program	Surveillance à domicile
44	Gas Boiler	Chaudiere à gaz
45	Window / Door	Fenetre/Porte
46	Attic Insulation	Isolation du grenier
47	Account Settlement Rental HVAC	Locations de solde de compte
48	Acct Settlement Rental Other	Locations de solde de compte
49	*Spare*	*Spare*
50	Kitchen Appliances	Appareils de cuisine
51	Water Heater	Chauffe-eau
52	Water Heater	Chauffe-eau
53	Space Heater	Radiateur
54	Conversion Burner	Brûleur de conversion
55	LED Lighting	Éclairage DEL
56	Space Conditioner	Climatisation
57	Make-Up Air	Air d'appoint
58	*Spare*	*Spare*
59	Heat Exchanger	Echangeur de chaleur
60	Furnace	Fournaise
61	Res. Hvac	Rés. cvc
62	Comm. Hvac	Comm. cvc
63	Fireplace	Foyer
64	Unit Heater	Radiateur
65	Air Conditioner	Climatisation
66	Balance Adjustment	Ajustement de la Balance
67	Commercial Water Heater	Chauffe-eau commercial
68	Commercial Conversion Burner	Brûleur de conv. commercial

EGD Bill Type Code	English Bill Message	French Bill Message
69	Commercial Space Heater	Radiateur commercial
70	Supplemental Equipment	Équipement supplémentaire
71	Comm. Supplemental Equipment	Équipement supp. comm.
72	Commercial Space Conditioner	Modificateur d'espace comm.
73	Home Services	Services à domicile
74	Water Softener	Adoucisseur d'eau
75	Drinking Water System	Système d'Eau potable
76	Heating Protection Plan	Plan de protection-chauffage
77	Water Heater Protection Plan	Plan de protection-chauffe-eau
78	Rooftop Protection Plan	Plan de protection du toit
79	Make-Up Air Protection Plan	Plan de prot.-air d'appoint
80	Unit Heater Protection Plan	Plan de prot.-radiateurs
81	Plumb / Drains Protection Plan	Plan de prot.-plomberies
82	Appliance Protection Plan	Plan de prot.-appareils
83	Laundry Protection Plan	Plan de prot.-buanderie
84	Total Home Protection Plan	Plan de protection rés. total
85	Bill Payment Insurance	Assurance paiement de factures
86	Fireplace Protection Plan	Plan de protection du foyer
87	Boiler Protection Plan	Plan de protection chaudière
88	Cooling Plan	Plan-climatisation
89	Duct Cleaning Plan	Plan de nettoyage-conduites
90	Filter Protection Plan	Plan de protection du filtre
91	Carbon Offset	Compensation carbone
92	Customer Service	Service aux clients
93	Carbon Credit	Crédit de carbone
94	Inspection	Service general
95	Misc Products / Serv.	Autres
96	Service Visit Adjustment	Ajustement-visites de service
97	Service Visit	Visite de service
98	Miscellaneous	Divers
99	Refunded	Remboursé
100	Payment Protection Plan Prem.	Prime-plan de prot.-paiements
101	Payment Prot. Plan Prem. Adj.	Aj.prime-plan prot.-paiements
102	Payment Protection Plan Claim	Réclam.-plan prot.-paiements
103	Payment Prot. Plan Claim Adj.	Aj.récl.-pan prot.-paiements
104	Plan Assistance Premium	Prime d'aide au plan

EGD Bill Type Code	English Bill Message	French Bill Message
105	Plan Assistance Premium Adj.	Ajust.-prime d'aide au plan
106	Heating Maintenance Plan	Plan d'entretien du chauffage
107	Cooling Maintenance Plan	Plan d'entretien-climatisation
108	Fireplace Maintenance Plan	Plan d'entretien du foyer
109	Total Home Plan	Plan résidentiel total
110	Protection Plan Adjustment	Ajust. au plan de protection
111	Warranty Parts Adjustment	Ajust.-pièces sous garantie
112	Extended Service Plan Adj.	Ajust.-plan de service étendu
113	Appliance Plan Adjustment	Ajust.-plan des appareils
114	Rental Warranty Adjustment	Ajust.-garantie de location
115	Customer Service Sales Adj.	Ajust.-ventes service-abonnés
116	Heating Protection Plan Adj.	Ajust.-plan de prot.-chauffage
117	Cooling Protection Plan Adj.	Ajust.-plan de prot.-clim.
118	Heating Maintenance Plan Adj.	Ajust.-plan d'entr.-chauffage
119	Cooling Maintenance Plan Adj.	Ajust. - plan d'entr.-clim.
120	Fireplace Maint. Plan Adj.	Ajust.-plan d'entretien foyer
121	Plumbing/Drain Plan Adj.	Ajust.-plan de prot.-plomb.
122	Total Home Plan	Plan résidentiel total
123	Account Settlement Merchandise	Marchandise de solde de compte
124	Acct Settlement Prot. Plan	Plan de prot.solde de compte
125	Account Settlement Rentals	Locations de solde de compte
126	Account Settlement Service	Service de solde de compte
127	Customer Relations Adjustment	Ajust.-relations abonnés
128	Rental Buyout	Achat d'appareil loué
129	Rental Removal	Retrait d'appareil loué
130	Rental Adjustment	Ajustement à la location
131	Comm. Heating Plan Adj.	Ajust.plan de prot.-chauf.com.
132	Comm. Water Heatr Plan Adj.	Ajust. plan prot.-ch-eau.com.
133	Comm. Rooftop Plan Adj.	Ajust. plan de prot.-toit.com.
134	Comm. Make-Up Air Plan Adj.	Ajust. plan de prot.-air.com.
135	Comm Unit Heater Air Plan Adj.	Ajust. plan prot.-aeroth.com.
136	Comm. Protection Plan Adj.	Ajust. plan de prot. com.
137	Comm. Protection Maint Adj.	Ajust. plan d'entretien. com.
138	Filter Protection Plan Adj.	Ajust. plan de prot.-filtres
139	Discount	Escompte

Appendix C Status Codes

Status Code	Record Impacted	Level	Error Message	Explanation	Biller Interface Action	Recommended Biller Action
000	Detail	Record	Record Accepted	Passed all edit checks.	Successful transaction	Successful transaction
001	Detail	Field	Account Not Found	Customer Account could not be found in CIS.	Record was rejected.	The Customer's account could not be found in CIS.
"	"	"	Manual Process Complete - Match Not Found	Returned in Match File as a result of Status 27 that was returned in the Acknowledgement File.	Review text for the next steps	After March 18 th , 2011, review text explanation for reject reason.
013	Detail	Field	Invalid Postal Code	Value is blank.	Record was rejected.	The Postal Code is a required field. Provide a non-blank value.
"	"	"	"	Incorrect format.	Record was rejected.	Ensure the postal code conforms to Canada Post format standards.
016	Header	File	File is old	The Date/time stamp on the current file was either the same or older than the last successfully processed file.	Entire file is rejected.	Ensure the file is actually the current file and not a previous file. If the transactions are new and have not been previously processed then modify the date/time value so that it is newer than the previous processed file.
017	Header	Field	Invalid Date-time	Incorrect format.	Entire file is rejected.	Ensure date is formatted using YYYYMMDD.
"	"	"	"	"	"	Ensure time is formatted using HHMMSS.

"	"	"	"	Value is blank.	Entire file is rejected.	The Date/Time is a required field. Provide a non-zero value.
"	"	"	"	Invalid characters found.	Entire file is rejected.	Ensure the Date/Time contains only numbers. Remove any special characters or letters.
018	Header	Field	No Header Record found	Record Type '001' was not found or not the first record.	Entire file is rejected.	Ensure there is one and only one '001' Record Type and that it is the very first record in the file.
019	Any	Field	Invalid Record Type	Record type is not '001', '002' or '003'	Entire file is rejected.	Ensure any Record Type is only '001', '002' or '003'.
020	Trailer	Field	No Trailer Record found	Record Type '003' was not found or not the last record.	Entire file is rejected.	Ensure there is one and only one '003' and that it is the very last record in the file.
021	Trailer	File	Detail Record Count mismatch	The number of Detail Records in the file does not equal the Detail Record Count value.	Entire file is rejected.	Ensure all the Detail Records in the file, including are accounted for in the Detail Record Count value.
022	Trailer	File	Total Bill Ready Amount mismatch	The value for the Detailed Bill Ready Amount does not equal the Total Bill Ready Amount value.	Entire file is rejected.	Ensure all Bill Ready amounts including positive and negative are included in the value
025	Trailer	Field	Invalid Total Record Count	Value is zero.	Entire file is rejected.	The Total Record Count is a required field. Provide a non-blank value.
"	"	"	"	Invalid characters found.	Entire file is rejected.	Ensure only numbers are present. Remove any special characters or letters.
026	Trailer	Field	Invalid Total Bill Ready Amount	Invalid characters found.	Entire file is rejected.	Ensure only numbers are present. Remove any special characters or letters.

027			Record received; manual processing in progress	If record type "A" or "M" indicates that customer fields matching process could not locate a customer in CIS; manual look-up in progress. Will also be returned for all "U" records.	Record accepted	If record type was "A" or "M", expect second response for this record to be sent after manual processing complete.
028	Detail	Field	Account not Active	EGD Customer Account number was found but inactive or locked.	Record was rejected.	Since this transaction cannot post in CIS, other methods will be required to bill the customer.
029	Detail	Field	Combined Consumption Monthly Statement	A collective parent account number was provided by the Biller. Billers can't put charges on a parent account.	Record was rejected.	Charges should be sent to the individual accounts (children) instead of the collective (Parent)
032	Header	Record	Transaction File is Empty	Transaction File is empty; no header, detail or trailer records present.	Entire file is rejected.	obtain valid file
033	Header	Record	Multiple Header Records Found	The number of header records is more than one.	Entire file is rejected.	obtain valid file
034	Trailer	Record	Multiple Trailer Records Found	The number of trailer records is more than one.	Entire file is rejected.	obtain valid file
040	Detail	Record	Transaction Blocked	The customer has raised a dispute for this charge. Transactions will be blocked until the customer dispute is resolved.	Record was rejected.	Resolve the dispute with the customer.
064	Detail	Field	Invalid Update Action On Key Fields	Update attempt on a field that cannot be updated.	Record was rejected.	Cannot make Updates to Biller Type Code, Biller ID, EGD Customer No or Sequence Number.

067	Detail	Field	Invalid Record ID	Record ID is not 'R'	Record was rejected.	Record ID must be 'R' for Rate Ready transactions.
069	Detail	Field	Unknown Biller ID	Value is not defined.	Record was rejected.	Contact EGD to setup a Biller Identification Number in advance of sending transactions to ABSU.
071	Detail	Field	Invalid Delete Action	No match or inactive.	Record was rejected.	Obtain valid data; transaction ref num match could not be found or record was already deleted or no longer active
072	Detail	Field	Invalid Update Action	No match or inactive.	Record was rejected.	Obtain valid data; transaction ref num match could not be found or record was already deleted or no longer active
074	Detail	Record	Invalid Misc Address	Invalid value.	Record was rejected.	Resend transaction next month with correct Misc Address (can be blank).
076	Detail	Record	Invalid Start Date	Start Date is invalid	Record was rejected.	Start date is either in the past, or is more than 18 months in the future. Resend with corrected start date
077	Detail	Record	Invalid Action Code	Action Code is not 'A', "M", "U" or "D"	Record was rejected.	The Action Code be an 'A' (ADD), "M" (MATCH), "U" (UPDATE) or "D" (DELETE)
098	Detail	Field	Invalid Record	Invalid value.	Record was rejected.	Obtain valid record.
099	All	Field	Unknown Error	Error is unknown.	Record was rejected.	Contact EGD
100	Trailer	File	Total Rate Ready Amount mismatch	The value for the Detailed Rate Ready Amount does not equal the Total Rate Ready Amount value.	Entire file is rejected.	Ensure all Rate Ready amounts including positive and negative are included in the value

101	Trailer	File	Total Rental Amount mismatch	The value for the Detailed Rental Amount does not equal the Total Rental Amount value.	Entire file is rejected.	Ensure all Rental amounts are included in the value
102	Trailer	File	Total Loan Principal Amount mismatch	The value for the Detailed Loan Principal Amount does not equal the Total Loan Principal Amount value.	Entire file is rejected.	Ensure all Loan Principal amounts are included in the value
103	Detail	Record	Customer does not meet credit criteria	Customer was redlocked more than once in past; adding customer or adding new charges is not permitted	Record is rejected	Advise your customer that they are not eligible to participate in the Open Bill Program . If they require further information, they should contact EGD's billing department at the number found on their Service Bill.
104	Detail	Record	Biller not authorized to perform specified transaction	The Biller has not been given access to the specified Bill Type Code. If Biller has access to no Bill Type Codes, customer requests are also rejected	Record is rejected	Contact EGD to request access to the specified Bill Type Code transaction
105	Detail	Record	Invalid numeric data	An non-numeric value was provided in a numeric field	Record is rejected	Correct Transaction File and resubmit
106	Detail	Record	Invalid alphanumeric data	Invalid data passed in alphanumeric field; ensure no lowercase characters used	Record is rejected	Correct Transaction File and resubmit
107	Detail	Record	Invalid currency data	Invalid data passed in currency field; ensure no commas used	Record is rejected	Correct Transaction File and resubmit

108	Detail	Record	Bill type code does not match franchise indicator	The Bill Type Code provided by the Biller has been configured for a company code that does not match the account's in/ex-franchise status	Record is rejected	Correct Transaction File and resubmit
109	Detail	Field	Invalid Ref number.	The reference number provided does not correspond to any contract account or to the supplied EGD Trans id. OR Ref # may not match the active product	Record was rejected.	Check OBA reference number or EGD Trans id is valid
110	Detail	Field	Invalid Amount	Amount exceeds limit, is blank, or contains an invalid character.	Record was rejected.	Check the amount and correct it
111	Detail	Field	Invalid Tax code	The tax code entered is not one of allowed values	Record was rejected.	Check the tax code and correct it
112	Detail	Field	Manual process complete, match found	Returned in Match File as a result of Status 27 that was returned in the Acknowledgement file.	Successful Match	Record OBA reference number for use in other transactions
113	Detail	Field	Manual process complete, account created		Successful Add	Record OBA reference number for use in other transactions
114	Detail	Field	Rate ready duration cannot exceed five years	Duration of Rate Ready charges cannot exceed five years. E.g. if monthly, maximum number of intervals is 60; if quarterly max is 20, if yearly max is 5	Record was rejected.	Correct the duration and/or frequency

115	Header	Field	Invalid Biller ID	Biller ID on header is blank or Invalid	Entire file is rejected.	Correct the Biller ID on the header
116	Header	Field	File Open Error	File could not be read	Entire file is rejected.	Check the file is in ASCII
118	Trailer	Record	Trailer contains invalid value	Trailer contains invalid character	Entire file is rejected.	Check that trailer doesn't contain illegal characters (Only numeric , without comma)
119	Trailer	Field	Invalid Total Rate Ready Amount	Invalid characters found.	Entire file is rejected.	Ensure only numbers are present. Remove any special characters or letters.
120	Trailer	Field	Invalid Total Loan A Principal amount	Invalid characters found.	Entire file is rejected.	Ensure only numbers are present. Remove any special characters or letters.
121	Trailer	Field	Invalid Total Rental Amount	Invalid characters found.	Entire file is rejected.	Ensure only numbers are present. Remove any special characters or letters.
122	Detail	Field	Tax does not match customer tax exemption status	The tax code entered is not permitted for this customer	Record was rejected	Ensure that tax code is valid for this customer
123	Detail	Field	Invalid account for Biller	Biller has not previously enrolled this customer	Record was rejected	Submit an enrollment for this customer.
124	Detail	Field	Loan interest rate exceeds limit	Loan interest rate was too high	Record was rejected	Ensure you are using a monthly interest rate and not an annual interest rate
125	Detail	Record	Unresolved dispute for Bill Type Code	An unresolved dispute past the due date exists for the same Bill Type code	Record was rejected	Check that Dispute has been resolved before resending transaction
126	Detail	Record	Posting disallowed as finalization date 6 months in the past	You can't transact against this acct since it has been lock for > 6 mos	Record was rejected	Contact the Biller Hotline if activity is required against an account that has been locked for > 6 mos

127	Detail	Record	Only credit postings allowed for finalized accounts	After an account is locked or finalized you can only send credit transactions	Record was rejected	The Biller Hotline will be able to manually put debits against a locked acct if the customer 1 st agrees to the charge
128	Detail	Record	Address is invalid per Canada Post data, check address and resubmit	Address is invalid per Canada Post data, check address and resubmit	Record was rejected	Use the Canada post website to determine the correct address and resubmit or use another matching criteria
129	Detail	Record	Address exists but name does not match	Address exists but last name or company name does not match	Record was rejected	Correct the last name or company name and resubmit or use another matching criteria
130	Detail	Record	Meter number does not exist	The meter number provided was not found	Record was rejected	Correct the meter number and resubmit or use another matching criteria
131	Detail	Record	Meter number exists but name is incorrect	The wrong surname or company name was provided for a Meter # search	Record was rejected	Check the last name or company name and resubmit or use another matching criteria
132	Detail	Record	Premise exists but no active customer	The premise exists in EGD's system but there's no active customer at that address	Record was rejected	Either wait until the new customer moves in or perform a "A" to create a standalone account at that address
133	Detail	Record	Address valid per Canada Post but no premise exists in system	The address is OK, however we do not have a customer at that address	Record was rejected	Wait until customer is added (ie. If new builder home) or perform "A" to create a standalone account
134	Detail	Record	OBA Number does not match	The OBA number sent in the Customer registration transaction does not exist in Enbridge's system	Record was rejected	Resend the transaction with the corrected OBA #.
135	Detail	Record	Street Address found but Miscellaneous address not matched	The Miscellaneous address sent in the customer registration transaction does not match	Record was rejected	Verify the Miscellaneous address displayed on the Customer's Service Bill and resubmit the transaction with the corrected information.

136	Detail	Record	Not Used	Not Used	Record was rejected	Error message not used
137	Detail	Record	Manual Process Complete, Update made	The Customer update sent via the interface was made by Enbridge	Record was accepted	No action required.
138	Detail	Record	Manual Process Complete, Update not made	The Customer update sent via the interface was not made by Enbridge	Record was rejected	If the update is required then please have the customer contact Enbridge directly.
139	Detail	Record	Only Credits, Deletes or Updates allowed on Owner/Occupant Acct.	When a customer moves out, a rental will continue to invoice. The account name will be changed to the Owner/Occupant. Biller is restricted to send only Credits, Deletes & Updates.	Record was rejected	In order to add a charge either wait for the new customer information from EGD or have the owner/occupant/ new customer register with EGD
140	Detail	Record	Add rejected – Customer already has a similar product / service with another Biller	Customer has a similar product/service that is active with another Biller	Record was rejected	Biller should contact Customer
141	Detail	Field	Bill out option must be N when greater than 1 year term	If the final bill out option is provided as “Y” for a SR with term more than 1 year.	Record was rejected.	Correct the term or indicator and resubmit transaction
142	Detail	Field	Contract end date cannot be greater than 10 years.	If the contract end date for BR transaction is not greater than or equal to today's date and or within the next 10 years.	Record was rejected	Correct the contact end date and resubmit transaction

143	Detail	Field	Bill out option is a required field	If the final bill out indicator is not provided in the Transaction File	Record was rejected	Provide the Bill out option indicator and resubmit transaction
144	Detail	Field	Contract End date invalid	SR contact end date validation has not met the requirements	Record was rejected	Correct the contract end date and resubmit transaction

Appendix D Biller Forms

This section contains the **Biller Registration Form** and the layout of the file required to create a **Rate Ready Rental table** for the Biller. The Biller Registration Form is required for the setup of all new Biller accounts. Submit the required information by email to EGD Manager of Billing Relationships at EGDOpenBillAdmin@enbridge.com.

BILLER REGISTRATION FORM

Legal Name of the Biller (To be presented on the Service Bill)	
Billing Telephone Numbers (Local & 1-800) To be presented on the Service Bill	
Sales & Service Telephone Numbers (Local & 1-800) To be presented on the Service Bill	
Contact Name & Telephone Number (For internal use)	
Biller Contact email Address (For notifications & access to EGD's SFTP Server – for internal use)	
HST Number (To be presented on the Service Bill)	
Company Logo (See requirements in Section 4.3 of the OBA Manual and attach electronic file)	
Proposed Customer Services and Requested Bill Type Codes (See Section 2.6 and Appendix B of the OBA Manual)	
Billing Message for Biller startup (See Section 4.2 of the OBA Manual for more details)	
Your Company Website URL: (displayed on EGD website under “Enbridge Billing Service – List of Participating Companies”)	
Rental Types & prices Only required if the Biller wants EGD to maintain their rental prices within a table.	
Annual # of Bills forecast	

Appendix E Sample EGD Bill


Below is a sample interactive bill. Please use the link provided below if you'd like more information on the "Did you Know?" fields identified by a "?".


<https://www.enbridgegas.com/homes/accounts-billing/understand-your-bill/>

The Biller's charges are shown on page three


THIS BILL IS A SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY






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 Did You Know?

000264 000000334


 MARY SMITH
123 SAMPLE ST
TORONTO ON A1A 1A1


Bill Date	Account Number
 Dec 13, 2014	 01 23 45 67891 0
Billing Period	Service Address
 Nov 16, 2014 - Dec 12, 2014	 123 SAMPLE ST TORONTO ON A1A 1A1
Bill Number	
 123456789101	

 **enbridgegas.com**

 **Contact Us**



Enbridge Gas Distribution Inc.
EMERGENCY, SUCH AS THE SMELL OF
GAS: 1-866-763-5427









 For all other Enbridge inquiries:
Call: 1-877-362-7434
Email: customer@enbridge.com
Fax: 1-888-711-1211
Mail: PO Box 650, Scarborough
ON, M1K 5E3


 **Messages From Enbridge**


*Please refer to the Terms of Payment section on the last page of this bill for information related to the late payment calculation.

IMPORTANT NOTICE
GAS RATES HAVE CHANGED
Please see the enclosed notice for further details.

 **Summary of All Charges (Taxes Included)** 

Balance from previous bill 	\$112.50	
Payment received 	112.50 ^{CR}	Dec 1, 2014
Balance forward & past due 	\$0.00	
 BBP Installment  or Charges for Natural Gas	84.00	
 Charges From Other Companies 	28.80	
Other Enbridge Charges 	278.25	

 **Amount due now** **\$391.05**

 **Late payment effective date*** **Jan 5, 2015**

E. & O. E.

THIS BILL IS A SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY



Bill Date: Dec 13, 2014
 Billing Period: Nov 16, 2014 - Dec 12, 2014

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Charges For Natural Gas

Nov 16, 2014 - Dec 12, 2014

Customer Charge	\$20.00
Delivery to You	25.39
Site Restoration Clearance	22.24 CR
Transportation to Enbridge	16.94
Gas Supply Charge	43.24
Cost Adjustment	3.01 CR

Charges for Natural Gas \$80.32

Budget Billing Plan (BBP)

BBP Installment	\$74.33 ^{HST}
HST (Registration 105205140 RT0001)	9.67

Total BBP Installment \$84.00

BBP Overview

Sep 2014-Jul 2015	
Charges for natural gas as of last bill	\$340.67
Charges for natural gas this bill	\$80.32
Total natural gas charges to date	\$420.99
BBP installments billed to date	445.98

BBP balance \$24.99 CR

Other Enbridge Charges

Cash deposit request	\$250.00
New Account Charge	25.00 ^{HST}
HST (Registration 105205140 RT0001)	3.25

Total Other Enbridge Charges \$278.25

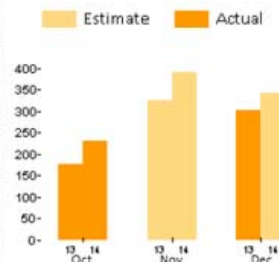
Meter Reading Information

Meter Number	1234567
Estimated Reading Dec 12,14	24370
Previous Reading Nov 16,14	24029
Gas used this period (m ³)	341
PEF Value	1.00060
Adjusted m ³	341

Natural Gas Supply Information

Natural gas supplied by Enbridge
 Your gas supply rate 12.6789¢/m³
 Gas cost adjustment - 0.9377¢/m³
 Jan 01/14-Mar 31/14
 Total effective gas supply rate 11.7412¢/m³

Comparing Your Gas Consumption



Compared to the same month last year, you have used 13% more natural gas and it has been 14% colder.

2013 (Jan 2013 - Dec 2013):627m³
 2014 (Jan 2014 - Dec 2014):731m³

E. & O. E.

THIS BILL IS A SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY

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 Charges From Other Companies 	 Messages From Other Companies
<div><div>Third Party Biller</div><div>Rental Water Heater Nov 16, 2014 - Dec 13, 2014 HST (Registration - 888123456)</div><div><div>\$25.49 +HST</div><div>3.31</div></div></div>	<div><div>Third Party Biller</div><div>This is a message from Third Party Biller. For questions about the product or service you received from us, please call us.</div></div>
<div>Total Charges From Other Companies</div> <div>\$28.80</div>	

Enbridge provides a billing service to companies; these companies are not owned by or affiliated with Enbridge. Their charges appear in the "Charges from Other Companies" section of your bill. Enbridge does not recommend, endorse or guarantee the products or services offered by such companies. For questions about their products or services, you should contact them directly.

E. & O. E.



Service Address
123 SAMPLE ST
TORONTO ON A1A 1A1

<div><div></div><div>000265 000000334</div><div>MARY SMITH 123 SAMPLE ST TORONTO ON A1A 1A1</div><div></div></div>	<div><div>Account number</div><div>01 23 45 67891 0</div><div>Amount due now</div><div>\$391.05</div><div>Late payment effective date*</div><div>Jan 5, 2014</div><div>Amount paid </div></div>
--	--

0953103655320000200300000200301406169

23 24 6 900

96



THIS BILL IS A SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY

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What You Need To Know

Who We Are: Enbridge Gas Distribution Inc. ("Enbridge") is a natural gas utility that is regulated by the Ontario Energy Board. Enbridge is an affiliate of Enbridge Inc.

Online Services: Register for myEnbridge to get account information, paperless billing, register meter readings and other online services. A summary of Enbridge's operating practices and procedures is available online at www.enbridgegas.com/conditionservice.

Call Before You Dig - It's the Law: If you're planning to install a fence, do renovations or plant a tree, contact Ontario One Call before you dig. To request a 'locate', fill out the online form at www.on1call.com or call 1-800-400-2255. Locates are provided at no charge.

Moving? Customers are responsible for all charges until their account is closed. To obtain a final meter reading please call 1-877-362-7434 Mon - Fri 8:00am to 6pm or fill out the online form at www.enbridgegas.com/moving. A minimum of 3 business days' notice is required to process your request by your desired closing date.

Taxes: The HST number below applies only to Enbridge charges. HST numbers for Other Companies are reflected in the 'Other Companies' portion of the bill. Questions about taxes charged for a particular service should be directed to the relevant provider.

GST/HST Number: 105205140 RT0001

Legal Name: Enbridge Gas Distribution Inc.

E. & O. E. Errors and Omissions Excepted



Paying Your Bill

*** Terms of Payment:** Your bill is due when you receive it, which is considered to be three days after the bill date. If you do not pay your bill in full by the late payment effective date on the first page of your bill, an Ontario Energy Board-approved late charge equal to 1.5% per month or 18% per year (for an effective rate of 19.56% per year) multiplied by a total of all unpaid Enbridge charges will be added to your bill. A late payment charge, calculated and assessed in the same manner, will also be added to your bill if full payment for all other charges on your bill is not received by the late payment effective date on the first page of your bill.

Bill Payment Options:

By Pre-authorized Payment Plan

By on-line banking or in person at most chartered banks

By credit card (fee may apply)

By mail. Please remember to:

- o Make cheques payable to Enbridge Gas Distribution Inc.
- o Return stub with cheque

Unless you are on Pre-Authorized Payment, allow 7 days for payments to reach our office. For more information on payment options and to sign up for our Pre-Authorized Payment Plan please go to www.enbridgegas.com/payments.

Paperless Billing: Have you considered switching to paperless billing? It's convenient, secure, reduces paper waste, and stores all of your records in one place. Visit www.enbridgegas.com/ebill to sign up today.



Understanding Your Bill

The Ontario Energy Board regulates and approves Enbridge's charges. Your bill is based on either actual metered consumption or estimated consumption.

CCF: 100 Cubic Feet

Cost Adjustment: A refund or charge to reconcile the difference between what Enbridge forecasted to pay and what Enbridge actually paid. The Cost Adjustment may include components for natural gas supply, transportation and delivery, depending on the products and services a customer receives from Enbridge.

Cubic Meters (m³): A measure of the volume of gas consumed. One cubic meter is equal to 1,000 litres.

Customer Charge: The cost of our operations, customer and emergency services. This charge is billed monthly whether or not you consume gas during the month.

Delivery to You: The cost to safely and reliably deliver natural gas through Enbridge's distribution system to your premises and billed based on the amount of natural gas consumed. This charge is on a descending scale: the more gas consumed, the lower the charges per cubic (m³).

Gas Supply: The cost of the natural gas itself. You can choose to buy natural gas from Enbridge or a marketer (in which case, the price you pay for the Gas Supply Charge depends on the contract terms with your marketer). This charge is billed based on the amount of natural gas consumed.

Pressure Elevation Factor (PEF): A minor adjustment to the amount of gas you use (as measured by your gas meter) to compensate for the variation in gas volumes at different elevations (atmospheric pressure).

Transportation to Enbridge: The cost of transporting natural gas from Western Canada and the US to Enbridge in Ontario. You can choose to buy transportation services from Enbridge or a marketer (in which case, the price you pay for the Transportation to Enbridge charge depends on the contract terms with your marketer). This charge is billed based on the amount of natural gas consumed.



Teller's Stamp

Payments

If you pay at the bank or by mail, to avoid the late payment charge, allow 7 days for your payment to reach our office.

Payments may be mailed to:

PO BOX 648
Scarborough ON M1K 5H1

Please make cheques payable to : Enbridge Gas Distribution Inc.

Appendix F Enbridge Name Restrictions

Using the Enbridge Name

Billers may promote their use of the OBA Service. To protect the Enbridge brand, minimize customer confusion and assist third parties in understanding the OBA Service and the limited relationship between the Biller and EGD, EGD has developed the following requirements pertaining to uses of the Enbridge name and representations of the OBA Service (the “**Uses**”):

- Appendix F – Enbridge Name Restrictions addresses Uses generally and the chart in Appendix F provides wording that can be used in the body copy of materials and mandatory accompanying legal copy.
- Appendix G – Real-Time Marketing Restrictions addresses additional requirements that apply in the context of real-time marketing (e.g. door-to-door sales, telephone sales, online chat).

For clarity, the Uses **do not** include the use of the Enbridge logo. Participation in the Open Bill Access Program **does not** entitle participants to use the Enbridge logo.

All Uses, including those set out in the chart below, must be sent to the Billing Relationships Manager, Enbridge Gas Distribution for approval before use. The Billing Relationships Manager will obtain all necessary reviews of any proposed Biller Use, and, if the Biller's proposed use is acceptable to Enbridge, will provide the Biller with approval. Material should be sent to the Billing Relationships Manager at EGDOpenBillAdmin@enbridge.com. The Billing Relationships Manager can be reached at 1-855-229-6760.

Failure to comply with the requirements pertaining to the Uses set out in the OBA Agreement (including Appendices F and G of this manual), or fraudulent use or misrepresentation of the relationship could result in termination of the OBA Service.

EGD is not reviewing Billers' materials for compliance with the Consumer Protection Act or other legal requirements. Billers are expected to be proactive in ensuring their materials are in compliance. Failure to comply with the Consumer Protection Act or any other legal or legislated requirement could result in termination of the OBA Service.

Communications Vehicle	Body Copy Choices	Mandatory Legal Copy if body copy is used	Qualifications
Enbridge Gas Distribution bill is the only payment option. Door Knockers Brochure Flyer Print ad Television Radio Website In-store signage	Enbridge* Billing Service For your convenience, your (Company name) charges will be on your Enbridge Gas Distribution* bill. You pay your (Company) monthly charges on the Enbridge Gas Distribution* bill! It's easy and	*(Company name)'s charges will appear in the Other Companies section of your Enbridge Gas Distribution bill. These offers and claims are made by (Company name) alone. (Company Name) is not owned by or affiliated with Enbridge Inc. or Enbridge Gas	The legal copy must be clear and readable. It should be a minimum of 8 pts. The body copy must be used together with the legal copy. However, the legal copy may be used on its own. The legal copy must be used in audio on radio and print or audio in television ads.

Communications Vehicle	Body Copy Choices	Mandatory Legal Copy if body copy is used	Qualifications
	<p>convenient.</p> <p>No new bill! Your (Company) charges will be included on your Enbridge Gas Distribution* bill. Additional: It's easy and convenient.</p>	Distribution.	
<p>Enbridge Billing Service is one payment option available to customers.</p> <p>Door Knocker Brochure Flyer Print ad Television Radio Website In-store signage</p>	<p>Enbridge* Billing Service Option</p> <p>Put your (Company) charges on your Enbridge Gas Distribution* bill. It's easy and convenient.</p> <p>For your convenience, you can include your (Company name) charges on your Enbridge Gas Distribution* bill.</p> <p>Put it on your Enbridge Gas Distribution* bill. Including your (Company) charges on the Enbridge Gas Distribution* bill is easy and convenient.</p>	<p>* At your option, (Company name)'s charges will appear in the Other Companies section of your Enbridge Gas Distribution bill. These offers and claims are made by (Company name) alone. (Company Name) is not owned by or affiliated with Enbridge Inc. or Enbridge Gas Distribution.</p>	<p>The legal copy must be clear and readable. It should be a minimum of 8 pts.</p> <p>The body copy must be used together with the legal copy. However, the legal copy may be used on its own.</p> <p>The legal copy must be used in audio on radio and print or audio in television ads.</p>
Contract with customer for services	<p>(Company name)'s charges will appear in the Other Companies section of your Enbridge Gas Distribution bill. These offers and claims are made by (Company name) alone. (Company Name) is not owned by or affiliated with Enbridge Inc. or Enbridge Gas Distribution.</p>		

Communications Vehicle	Body Copy Choices	Mandatory Legal Copy if body copy is used	Qualifications
	Please provide your Enbridge Gas Distribution account number. (leave space for 12 digit number)		
Van	Not applicable The Enbridge name may not be used on vehicles of third party Billers.		

These restrictions do not replace any third party bill insert requirements. Any inserts distributed in the EGD Service Bill are subject to the terms and conditions of the applicable agreement in place with the Biller governing bill inserts.

Appendix G Real-Time Marketing Requirements

Appropriate Representation of Your Relationship with Enbridge Gas Distribution Inc.

Billers may promote their use of the OBA Service. To minimize customer confusion and assist third parties in understanding the OBA Service and the limited relationship between the Biller and EGD, the requirements set out in this Appendix must be followed by all your representatives engaging in any real-time marketing (e.g. door-to-door sales, telephone sales, online chat). EGD will not tolerate misrepresentation of the billing relationship by program participants. Misrepresentation may lead to termination of the OBA Agreement. EGD recognizes that this is a competitive market. These requirements are not intended to limit how you operate in the market, only how you represent your participation in the OBA Service and your relationship with EGD.

Door-to-Door, Telephone and Internet Sales

To protect the Enbridge brand and minimize customer confusion, in conversations on the phone, over the internet or in person with customers or potential customers, Biller representatives must:

- tell the customer or potential customer that:
 - the Biller is a separate company from Enbridge and Enbridge does not recommend or endorse the Biller's products and services, and
 - the Biller is not authorized to do any work on Enbridge's behalf;
- take proactive steps to clear up any confusion or misunderstanding on the customers part about the relationship with Enbridge and inform the customer or potential customer that for any questions regarding the Biller's products and services, the customer or potential customer should contact the Biller directly;
- not imply that they are authorized to see a copy of the customer's Enbridge Service Bill;
- not use an illustrated copy of the bill or other props or visuals related to Enbridge, or wear any clothing, pins or any items that may imply a relationship with Enbridge; and
- not ask for the Enbridge account number until the customer has agreed to enter into a contract.

Representatives must clarify that we do not have a relationship related to the service and products provided. Following is a list of terms that may not be used to describe the relationship between Enbridge and the Biller and some that should be used.

[Remainder of page intentionally left blank.]

Prohibited	Permitted
Acting on behalf of	Billing agreement
Affiliated	Billing arrangement
Authorized	Billing relationship
Endorsed	
Here on behalf of	
Partnered	

Script for Training Purposes during Sales Conversation

[Company Name] participates in the Enbridge Billing Service, and these charges will appear on your Enbridge Gas Distribution bill. However, we are a separate company from Enbridge and Enbridge does not recommend or endorse our products and services. We are not authorized to do any work on Enbridge's behalf. For questions regarding your [Company Name] [products/services], please contact us directly.

Script for Signing of Contract

As I indicated, the charges will be included on your Enbridge Gas Distribution bill. We'll need your Enbridge Gas Distribution account number in order to process the billing.

Appendix H Terms of Use for the OBA Tool**USER AGREEMENT**

Subject to this User Agreement, Enbridge Gas Distribution Inc. ("Enbridge") hereby grants to the Biller a non-exclusive, royalty-free, non-transferable license to use the Open Bill Transaction Tool (the "Tool") for internal business purposes solely for the purpose of preparing data for submission to Enbridge pursuant to the Open Bill Access Billing and Collections Services Agreement in place between Enbridge and the Biller (the "OBA") in the manner specified in the Open Bill Manual as the same may be revised from time to time. Capitalized terms not defined herein shall have the meaning given to them in the OBA. This User Agreement shall immediately terminate in the event of the termination of the OBA. Upon termination of this User Agreement, the Biller shall immediately discontinue use of the Tool and delete and destroy all copies thereof. ENBRIDGE PROVIDES THE TOOL "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR THAT THE TOOL WILL MEET BILLER'S NEEDS OR WILL BE ERROR-FREE. ALL RISK OF QUALITY AND PERFORMANCE OF THE TOOL RESIDES WITH THE BILLER. IN NO EVENT SHALL ENBRIDGE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL OR PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION) ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE TOOL, EVEN IF ENBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS OF USE, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION RELATED TO THE TOOL BY THE BILLER AGAINST ENBRIDGE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, THE BILLER'S EXCLUSIVE REMEDY SHALL BE TO TERMINATE THIS USER AGREEMENT. Biller acknowledges that: (i) it is not required to use the Tool under the OBA; (ii) it may submit data to Enbridge by other means in accordance with the Open Bill Manual; and (iii) the Tool is being made available by Enbridge free of charge for use by the Biller at Biller's option. Notwithstanding any failure or non-performance of the Tool, or termination of this User Agreement, Biller shall remain fully responsible for the performance of its obligations pursuant to the OBA or any other agreement in place with Enbridge from time to time.

The Biller acknowledges that in order to use the Tool, Biller is required at its sole cost and expense to independently procure and maintain appropriate computer, network and other equipment and software. The Biller acknowledges that Enbridge provides no training, maintenance, support or helpdesk for the Tool, however Enbridge may, at its sole discretion make available to the Biller general updates or patches to the Tool from time to time. Any modifications made to the Tool by the Biller remain the property of the Biller, however such modifications are made by Biller at Biller's sole risk and cost. Biller acknowledges and agrees that changes to Enbridge systems and processes may render the version of the Tool used by Biller (or modifications to the Tool made by the Biller) either obsolete or non-functional. Biller shall defend at its own expense any claim brought against Enbridge to the extent that such claim alleges any infringement of any

Canadian copyright, patent, registered trademark or other intellectual property right of a third person to the extent arising in connection with Biller's use of the Tool or any modifications made to the Tool by the Biller or any combination of the Tool with Biller supplied equipment, software or data and will indemnify and pay all damages which may be assessed against Enbridge as a result thereof. This User Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Appendix I Financial Assurances Policy for the OBA Service

Background

EGD (the “Company”) will employ a process to determine if a Biller meets the Company’s minimum creditworthiness threshold. Those Billers that do not meet the Company’s minimum creditworthiness threshold must provide to the Company the Financial Assurances as determined by the application of this Policy in respect of the Biller’s obligations to the Company. Such Financial Assurances may be adjusted from time to time by the Company to reflect changes in the Biller’s circumstances as documented within this policy.

1. Determining Creditworthiness

For Billers who are publicly rated, the Company will review the Biller’s public debt ratings (DBRS, Moody’s and S&P) to determine creditworthiness. A Biller will be deemed to be creditworthy if it maintains an investment grade rating. “Investment Grade Rating” is defined as a credit rating then assigned to its unsecured and senior unsubordinated long-term debt obligations (not supported by third party credit enhancement) of at least BBB- from Standard & Poor’s Corporation, or Baa3 from Moody’s Investors Services, Inc., or BBB (low) from Dominion Bond Ratings Service (DBRS); provided that, if such debt obligations are rated by more than one agency, the lowest credit rating shall apply.

For Billers who are not publicly rated, they will be required to provide financial information which is sufficient to permit the Company to complete an internal credit rating score. The internal credit rating score will be determined using a third party financial statement scoring model. Additional factors that may be considered in determining the Billers’ credit rating may include but are not limited to:

- financial statement information
- Dunn & Bradstreet Reports
- previous business experience with Enbridge
- other factors relating to the creditworthiness of the Billers

If the internal score is considered to be equivalent to an “investment grade rating” then the Biller will be considered to meet the Company’s minimum creditworthiness threshold.

2. Determination of Financial Assurances

Billers that are not considered to meet the Company’s minimum creditworthiness threshold will need to provide the Company with Financial Assurances.

The amount of Financial Assurances to be provided by a Biller will be determined by the Company in the following manner:

- 1) Identifying the “Base Financial Assurances” amount by multiplying the expected number of bills for the highest month in the Biller’s 12 month forecast by \$1.50.
- 2) If the Base Financial Assurances is less than \$5,000 then the Financial Assurances amount will be set at \$5,000.
- 3) If the Base Financial Assurances amount is greater than \$500,000 then the Financial Assurances amount will be set at \$500,000.

In addition to the Financial Assurances calculated in accordance with the foregoing, Run-Off Financial Assurances may also be required in an amount determined in accordance with Part 3, subsection (c) of Appendix “D” – Financial Assurances to the OBA Agreement.

The amounts identified in this Section may be revised if the Company determines, in its sole discretion acting reasonably, that the Biller’s payment history, credit rating, Biller’s performance under the Open Bill Access Billing and Collection Services Agreement (the “OBA Agreement”) or any other relevant factors affecting the risk of non-payment by the Biller or the Biller’s customers warrants such revision.

3. Allowable Forms of Security

The form of security shall be an irrevocable, non-transferable standby letter of credit which names the Company as the beneficiary. Such letter of credit must be in place at all times during the Term and Termination Transition (if applicable) of the OBA Agreement and for a period of six (6) months thereafter. The letter of credit must be issued by a Canadian chartered bank having a credit rating then assigned to its unsecured and senior unsubordinated long-term debt obligations (not supported by third party credit enhancement) of at least A from Standard & Poor’s Corporation, or A2 from Moody’s Investors Services, Inc., or such other financial institution acceptable to the Company in its sole discretion; provided that, if such debt obligations are rated by more than one agency, the lowest credit rating shall apply.

At its discretion, the Company may accept some other form of security, including a guarantee of Biller’s obligations by a Credit Support Provider. “Credit Support Provider” means a third party that has Investment Grade Ratings or internal score that is considered to be equivalent to the “investment grade rating”, and is otherwise acceptable to the Company in its discretion, that has guaranteed the obligations of the Biller under the OBA Agreement on terms acceptable to the Company. Prior to acceptance of any form of security and prior to the processing of any service transaction request submitted to it by the Biller, the Company will review and satisfy itself as to the enforceability of the applicable security documents.

4. Frequency and Timing for Updating Security Arrangements

The Company may review the Biller’s creditworthiness and Financial Assurances arrangements at any time, but shall do so no less than once annually. As a result of these reviews, the type of the acceptable security may change, and/or the amount of security shall be revised upwards or downwards if the Base Financial Assurances amount applicable to the Biller has changed.

The Biller shall provide to the Company any change in the amount of Financial Assurances required by the Company within thirty (30) days of the Company giving written notice to the Biller of the change in the amount of required Financial Assurances.

Appendix J Other OBA Functionality Available

Below you will find a list of additional options that are available to Billers.

1. Interface to obtain information for a specific Customer

This function would be useful for the following situations:

- Obtain information on an existing customer from Enbridge.
- Obtain the moved in customer information for a Bill Ready rental that was successfully billed in the past to the moved out customer
- Obtain the moved in customer information for a builder home.

To take advantage of this functionality the Biller will need to create a file in a specified format and must place the file in the BRMOVEIN folder on the SFTP server. This file will be picked up daily and the results will be returned to the Biller in their Output folder the next day.

For more information please contact the EGDOpenBillAdmin@enbridge.com email address.

2. Standing Request, Loan and Rental Extracts

Extracts will be placed in your Reports folder on the SFTP server of your ongoing Rate Ready Standing Requests, Loans and/or Rentals.

For more information please contact the EGDOpenBillAdmin@enbridge.com email address.

Appendix K Verification Calls

Billers must verify certain types of contracts before such contracts are eligible to be billed through the OBA Service. The contract verification process will be done through verification calls. These calls cannot be made until after the customer has finished the transaction with a salesperson and made a firm agreement to acquire the good/service and cannot be made while any representative of the Biller is at the customer's premises.

The key components of the contract verification process are the following:

- a) The verification requirements apply to Direct Agreements¹ (including Internet Agreements² entered into in the presence of a sales person) and Remote Agreements³ that are initiated by the Biller, or a representative of the Biller (if applicable), from and after the later of (i) January 6, 2014, and (ii) the date that the Biller first executes an OBA Agreement. The verification requirements do not apply to transactions that result from the customer contacting the Biller (even if the transaction covers items beyond what the customer initially requested).
- b) All new contracts within the parameters set out above in (a) must be confirmed through a verification call process, before they are eligible to be billed through the OBA Service.
- c) The verification call must include all of the items contained within the verification call script (see below), and must be:
 - i) made by a "Qualified Party" (a representative who shall not receive any remuneration or other compensation or benefit that is determined, directly or indirectly, by reference to the number of contracts verified or the percentage of contracts that are verified),
 - ii) made after the contract has been executed, and all information that must be verified has been submitted to the "Qualified Party" for verification,
 - iii) if applicable (not required for Remote Agreements, see item (iv) below), an outbound call to the customer;
 - iv) for Remote Agreements, the verification call can be completed either as a separate outbound call to the customer, or by way of the original salesperson transferring the customer to a Qualified Party for verification (so long as the original salesperson is not part of the verification call),
 - v) made to the customer's phone number, and
 - vi) recorded and retained for six months beyond the end of the related contract term.

¹ As defined in the *Consumer Protection Act, 2002 (CPA)*.

² Ibid.

³ Ibid.

- d) The verification call script must include questions to confirm:
 - i) if applicable (not applicable to Remote Agreements) that the sales agent has left the customer's premises, and that no other representative of the Biller is at the premises,
 - ii) the customer's identity (using a reliable identifier),
 - iii) (if applicable) the customer's acknowledgement that they are changing the supplier/service provider for the product/service being acquired, and
 - iv) the customer's understanding of contract terms and conditions (including confirmation of the product/service, length of the agreement and agreed-to price).
- e) The verification call script must also advise the customer of:
 - i) the name of the Biller with whom the customer has contracted,
 - ii) the fact that neither the Biller nor the Biller's representative (if applicable) is affiliated with or representing a government agency, the incumbent service provider, or Enbridge,
 - iii) if applicable (not applicable to Remote Agreements), their right to a 10 day cooling off period and contract cancellation right under the Consumer Protection Act,
 - iv) if applicable (not applicable to Remote Agreements), what they must do to cancel the new contract if they wish to, and
 - v) if applicable (not applicable to Remote Agreements), that any equipment related to the contract will not be installed until after the expiry of the 10 day cooling off period unless the customer explicitly requests that installation of such equipment take place prior to the expiry of the 10 day cooling off period.

For certainty, Appendix F of this Manual applies to verification calls, including without limitation a requirement that all verification call scripts must be sent to the Billing Relationships Manager, Enbridge Gas Distribution for approval of the Uses (as defined in Appendix F of this Manual) before use.

ENBRIDGE GAS INC

Answer to Interrogatory from
Building Owners and Managers Association (BOMA)

Interrogatory

Ref: Open Bill Exhibit D, Tab 1, Schedule 1, Attachment 3, Appendix B

Please explain the meaning and operation of the Biller Percentage as set out in Appendix B, and confirm that ratepayers are not responsible for any bad debts incurred by the Company or the Billers as a result of customers failing to pay Biller's charges, included on Enbridge's bills.

Response

Biller percentage is the effective fee Billers pay to account for bad debt related to uncollected amounts. As indicated in response to BOMA Interrogatory #6(c), ratepayers are not responsible for any bad debts incurred resulting from the OBA program.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Canadian Manufacturers & Exporters ("CME")

Interrogatory

REF: Exhibit B, Tab 1, Schedule 1, page 2 of 6

EGD states that "The sharing of net OBA program revenues between Enbridge and ratepayers will continue in the same manner as set out in the 2014 OBA Settlement Agreement (including the embedded \$5.389 million credit to ratepayers each year).

- (a) Please provide the total net OBA program revenues for the years 2014-2018. Please break out how much was allocated to ratepayers and to EGD, taking into account the \$5.389 million embedded amount as well as EGD's \$2 million carve out.
- (b) What are the forecast amounts of total net OBA program revenues for the years 2019 and 2020? Please break out the total as described in part (a) above.
- (c) What steps, if any, has EGD taken to expand or grow the OBA program since 2014?
- (d) Does EGD plan on taking any steps to grow participation by billers in the program in 2019 or 2020? If so, please elaborate. If not, why not?

Response

- a) Please see response to Board Staff Interrogatory #3(a) and (b), found at Exhibit I.B.EGI.STAFF.3.
- b) Please see response to Board Staff Interrogatory #3(e), found at Exhibit I.B.EGI.STAFF.3.
- c) Notwithstanding the fact that Enbridge has not taken substantial steps to expand the OBA program, its popularity has continued to grow. As explained at Exhibit B, Tab 1, Schedule 1, page 6 of 6, paragraph 16, there has been clear interest in the OBA program (Billing Services) and the number of Billers actively using the service

increased from 22 in 2010 to 93 currently. There are also 15 additional Billers with a signed agreement. These Billers are expected to commence billing in 2019.

- d) Enbridge has no specific plans about future efforts to grow the OBA program. As mentioned in (c) above that there has been consistent and sustained interest in the Billing Services program, so there is no need at this time to dedicate resources for the purpose of increasing the participation. Enbridge is open to ideas about how to increase the use of the Bill Insert program.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Canadian Manufacturers & Exporters ("CME")

Interrogatory

REF: Exhibit B, Tab 1, Schedule 1, page 5 of 6

EGD states "Further, the details of an open bill program in the Union Gas rate zone are not yet clear (the recent EB-2017-0127/0128 Report of the Board on the DSM Midterm Review indicates that Union Gas will "continue the development and roll out of its Open Bill Access program.").

- (a) Will Union Gas' open bill program be rolled out to the public during the two year period covered by EGD's application (2019-2020)?
- (b) If the answer to (a) above is yes, will Enbridge Gas Inc. be in a position to find efficiencies in the costs attributed to EGD's open bill access program? If so, how much savings/efficiencies is forecast?

Response

- a) The Union Gas OBA program will be rolled out in 2019, with a focus on energy conservation products and services.
- b) Union Gas and EGD have two separate Customer Information Systems that will be used for their respective OBA programs. While both programs will be administered by the same team of employees, the billing will be effected through the separate CIS for each. There is no current forecast of cost savings to the EGD rate zone OBA program resulting from the initial introduction of a Union Gas rate zone open bill access program.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[Ex. A/2/1, p. 3]

The Application seeks a two year extension to the end of 2020, but also refers to the next application being for the period "beyond December 2021". Please reconcile.

Response

The reference to "beyond December 2021" was a typo. It should read "beyond December 2020".

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[A/2/1, p. 3]

Please provide an itemized list of the specific approvals requested from the Board in the current Application.

Response

Please see paragraphs 8 and 10 of the Application, filed at Exhibit A, Tab 2, Schedule 1, page 3 of 5.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, p. 1]

The OBA Contract provides that the Company can provide billing services for Billers where those being billed are not distribution customers of the Company. Please advise how many of those non-customers currently being billed under the program, if any, are customers in the Union Gas rate zone. Please confirm that no additional customers in the Union Gas rate zone will be added in the proposed two year extension period.

Response

As of 2018 there were approximately 29,000 non-gas customers being billed by Open Billers.

None of Enbridge's Open Bill customers are outside of its franchise area and therefore there are no Union Gas customers being billed under the Enbridge Gas OBA program.

There are no plans to bill customers in the Union Gas rate zone under the Enbridge Gas OBA program during the two year extension period.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, p. 2]

Please provide a table showing, for each year since the program's inception, the gross revenues of the OBA Services initiative (broken down into billing services and bill inserts), the actual costs of the OBA Services initiative (broken down into major cost categories), the embedded credit to customers, and the sharing of any additional net revenues between the Company and the customers. For each such year, please include in the table the total number of Billing Fees (as that term is defined in the Agreement) charged for the year, broken down between the bills with distribution charges, and those without. If the actual costs of the OBA Services for a year are different from the deemed costs as agreed and ordered in the relevant previous proceedings, please provide details on how that difference has been accounted for as between customers and Company.

Response

Please see response to Board Staff Interrogatory #3, found at Exhibit I.B.EGI.STAFF.3.

Enbridge bears the risk of any difference between the approved ("deemed") OBA services costs and the actual OBA services costs.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, p. 2

Please provide the same information as in the previous question, but on a forecast basis for 2019 and 2020.

Response

Please see response to OEB Staff Interrogatory #3(e), found at Exhibit I.B.EGI.STAFF.3.

	<u>2019</u>	<u>2020</u>
Revenues		
Open Bill		
Operating		
Shared Bills	\$ 16,756,534	\$ 17,066,892
Standalone Bills	\$ 811,018	\$ 826,086
Bad Debt Recovery	\$ 3,409,381	\$ 3,460,522
Total OBA Revenues	\$ 20,976,933	\$ 21,353,500
Bill Insert		
Operating	\$ 120,000	\$ 120,000
Total OBA & Bill Insert Revenues	\$21,096,933	\$ 21,473,500
Expenses		
Open Bill		
Postage (Standalone Bills)	\$ 196,215	\$ 203,069
Accenture Charges	\$ 9,669,988	\$ 10,146,902
Bad Debt (Allocation)	\$ 3,409,381	\$ 3,460,522
Support	\$ 550,350	\$ 602,532
Other	\$ 295,834	\$ 300,440
Total OBA Expenses	\$ 14,121,769	\$ 14,713,465
Bill Insert	\$ 14,000	\$ 14,200
Support		
Total OBA & Bill Insert Expenses	\$14,135,769	\$ 14,727,665
Net Revenues	\$ 6,961,164	\$ 6,745,835
Enbridge Earnings Share	\$ 1,571,560	\$ 1,356,231
Ratepayer Benefit	\$ 5,389,604	\$ 5,389,604

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, p. 2]

Please provide details of the process used to update the OBA Contract, and track what actually occurred to the provisions of the Agreement. Please provide copies of all notices and explanations provided to the participants of the process, or any of them, including memoranda, letters, presentations, and any other communications. Please describe the key differences between this process and the process used to produce settlements the last two times this program was presented to the Board for approval.

Response

The process used to update the OBA Contract was the process set out in Section 1.8.2 of the OBA Contract. Please see Table 1 below for a tracking of the events.

OBA Section	Event	Date	Title of Attachment	Attachment #
1.8.2(a)	Circulation of Amendment Notice	August 13, 2018	Email: Re Open Bill Access – Notice of Intent to Amend the Open Bill Access Billing and Collection Services Agreement August 13, 2018	1
1.8.2(b)	Receipt of first Consultation Notice	August 23, 2018		
1.8.2(d)	Notice to Billers of Receipt of Consultation Notice	September 6, 2018	Email: Open Bill Access - Consultative Process - Amendment of the Open Bill Access Billing and	2

OBA Section	Event	Date	Title of Attachment	Attachment #
			Collection Services Agreement September 6, 2018	
1.8.2(d)	Consultative Process – First Meeting	September 13, 2018 ¹	Powerpoint: 1 st Consultative meeting Sept, 13 2018 Final	3
1.8.2(e)	OBA Amendment Notice – Update circulated	September 14, 2018	Email: OBA Amendment Notice Update September 14, 2018	4
1.8.2(d) and (e)	Consultative Process – Second Meeting	September 17, 2018	Powerpoint: 2 nd Consultative meeting Sept, 17 2018	5
1.8.2(e)	OBA Amendment Notice – Second Update circulated	September 24, 2018	Email: Open Bill Access – Consultative Process – Amendment of the Open Bill Access Billing and Collection Services Agreement September 24, 2018	6
1.8.2(d) and (e)	Consultative Process – Third Meeting	September 25, 2018	Powerpoint: 3rd Consultative meeting Sept, 25 2018	7
1.8.2(f)	Revised Amendment Notice circulated	October 11, 2018	Email: Revised OBA Amendment Notice October 11, 2018	8
1.8.2(g)	Reminder Notice circulated	October 22, 2018	Email: EGD Reminder Notice to	9

¹ Note: with Billers returning from vacation and ensuring that the correct internal Biller stakeholders were engaged, it was not practical to hold the first meeting of the Consultative Process within 10 days of receipt of the first Consultation Notice.

OBA Section	Event	Date	Title of Attachment	Attachment #
			Billers re: Revised Amendment Notice October 22, 2018	
6.1	Notice of Amendment of OBA Manual	October 31, 2018	Email: Amended Open Bill Manual -- Effective January 1, 2019	10
n/a	Email circulated re: execution of OBA documents	November 9, 2018	Email: Signing Process for New OBA November 9, 2018	11
1.8.2(h)	Approval Threshold Notice circulated	November 27, 2018	Email: Amended and Restated Billing and Collection Services Agreement (the "Current OBA") entered into between each Biller and EGD November 27, 2018	12
n/a	Reminder to execute and return the OBA Agreement to Enbridge by December 12, 2018	December 11, 2018	Email: FW: Amended and Restated Billing and Collection Services Agreement (the "Current OBA") entered into between each Biller and EGD December 11, 2018	13
n/a	Notice of Enbridge Change of Name	January 31, 2019	Email: Notice for Enbridge Name Change January 31, 2019	14

The Consultative Process set out in Section 1.8.2 of the OBA is substantially similar to the consultative process engaged in during past OBA program settlement conferences. In both cases, all Billers were provided notice of the planned changes to the OBA contract, along with the opportunity to engage in discussions with Enbridge about the proposed changes. The key difference is that the Billers negotiated directly with Enbridge during the recent Consultative Process, and other intervenors were not involved.

Michelle Cook

From: EGD Open Bill Admin
Sent: Monday, August 13, 2018 10:46 AM
Cc: Darren McIlwraith; Michelle Cook; Amir Hasan; Joseph Dimeo; Elleston, Denice; EGD Open Bill Admin
Subject: Re: Open Bill Access - Notice of Intent to Amend the Open Bill Access Billing and Collection Services Agreement
Attachments: Open Bill Access - Notice of Intent to Amend OBA Agreement August 13 2018.pdf

To: The Billers under the OBA Program

Further to our notice of resignation under the Amended and Restated Proceeds Transfer, Servicing and Trust Agreement provided on June 29, 2018, pursuant to Section 1.8.2(a) of the Open Bill Access Billing and Collection Services Agreement entered into between each Biller and EGD ("**Current OBA**"), this is to notify all OBA Program Billers that Enbridge Gas Distribution Inc. ("**EGD**") intends to amend the Current OBA. The revised Amended and Restated Billing and Collection Services Agreement (the "**New OBA**") will be effective January 1, 2019.

Attached to this email are the OBA Amendment Notice, a Memo re Amendments to the OBA Agreement, and a comparison of the Current OBA to the New OBA.

Pursuant to Section 1.8.2 of the Current OBA, all Billers have certain rights to consult with EGD regarding these amendments. Each Biller should review the attached documentation to understand their rights, and the effect of this OBA Amendment Notice.

As part of the transition to the New OBA, where needed, EGD will also send security documentation to maintain EGD's first priority on the Biller Receivables which fall under the OBA Program.

Regards,

Shakeel Arshed

Advisor Third Party Financials

ENBRIDGE GAS DISTRIBUTION

TEL: 416-753-6933 | FAX: 416-753-7895

500 Consumers Road North York, Ontario M2J 1P8

enbridge.com

Integrity. Safety. Respect.

OBA AMENDMENT NOTICE

To: All 'Open Billers' (each, a "**Biller**", and collectively, "**All Billers**") under the Open Bill Program operated by Enbridge Gas Distribution Inc. ("**EGD**")

Re: Amended and Restated Billing and Collection Services Agreement (the "**Current OBA**") entered into between each Biller and EGD

Dated: August 13, 2018

Pursuant to Section 1.8.2 of the Current OBA, EGD hereby provides notice to each Biller of EGD's intention to amend the Current OBA.

Attached to this OBA Amendment Notice is a Memo setting out the particulars of the amendments proposed, as well as EGD's explanation of the amendments. Also attached to this OBA Amendment Notice is a black-line of the Current OBA showing the specific changes proposed.

EGD is proposing that the revised Amended and Restated Billing and Collection Services Agreement (the "**New OBA**") will be effective on January 1, 2019.

ENBRIDGE GAS DISTRIBUTION INC.

By: _____


Name: Darren McIlwraith
Title: Director, Customer Care

MEMO RE AMENDMENTS TO OBA

To: All 'Open Billers' (each, a "**Biller**", and collectively, "**All Billers**") under the Open Bill Program operated by Enbridge Gas Distribution Inc. ("**EGD**")

Re: Further Amended and Restated Open Bill Access Billing and Collection Services Agreement to be entered into between each Biller and EGD (the "**New OBA**")

Dated August 13, 2018

Background

As a result of the termination of the amended and restated proceeds transfer, servicing and trust agreement dated February 4, 2010 (the "**Trust Agreement**") between EGD, CIBC Mellon Trust Company, and All Billers, the current Amended and Restated Open Bill Access Billing and Collection Services Agreement (the "**Current OBA**") entered into by each Biller with EGD is required to be amended and modified.

In that regard, EGD has provided an OBA Amendment Notice to each Biller pursuant to Section 1.8.2 of the Current OBA of its intention to further amend and restate the Current OBA to reflect the termination of the Trust Agreement and to clarify certain obligations of the parties under the Open Bill Program.

The purpose of this memo is to outline to All Billers the substantive changes to the Current OBA which are being proposed by EGD. The majority of the changes are necessary to reflect that the trust payment mechanisms established pursuant to the Trust Agreement are no longer required, as a result of the termination of the Trust Agreement. The balance of the changes are necessary to address inefficiencies and operational issues in the implementation of the Open Bill Program. Lastly, there are a few changes, which are clearly on their face drafting 'clean-up' of the relevant language in the Current OBA.

The following are comments on the substantive changes to the Current OBA which are reflected in the New OBA. This memo does not purport to address or comment on every proposed change, all of which are reviewable in the black-lined version of the New OBA provided to All Billers.

Trust Agreement Changes

Recitals E, F and G – These new recitals simply provide the background regarding the termination of the Trust Agreement.

s.1.1 – "Beneficial Interest", "Biller Proceeds", "Biller Percentage", "Biller Receivable", "Billing Date", "Deemed Proceeds", Distribution Entitlement", "EGD Receivable", "Payment Amount", "Receivables Entitlement", "Related Calculation Day", "Scheduled Payment Amount", "Scheduled Settlement" and "Settlement Amount"

All of these definitions related to the payment mechanism that existed under the Trust Agreement. Some of these definitions are being deleted, as they are no longer necessary or relevant (such as "Related Calculation Day"), and others of these definitions have been redefined to more accurately reflect their

respective meanings under the post-Trust Agreement payment process (for e.g. “Distribution Entitlement” is now “Receivable Entitlement”, “Settlement Amount” is now “Payment Amount”, “Related Calculation Day” is now “Billing Date”, and “Scheduled Settlement” is now “Biller Percentage”).

If a term was defined in the Trust Agreement, and used in the Current OBA, the definition has been added in to the New OBA as a result of the termination of the Trust Agreement (for e.g. “Deemed Proceeds”, “Lien”, and “Permitted Liens”)\

“Priority Lien Holder”, “Related Security”, “Required Postponement and Subordination Agreement” have all been brought in to the New OBA to address the requirement (previously set out in the Trust Agreement) that EGD must have a first priority security over the accounts receivable that it is purchasing from each Biller.

s.2.2/s.2.3 – The terminology changes in these sections reflect the changes to the defined terms referenced above. Similar changes are scattered throughout the New OBA. **This memo does not point out all of these terminology changes, as they are quite apparent in a review of the black-lined version of the New OBA included with this memo.**

s.4.2.1/s.4.2.2/s.4.2.3 – The changes in these three sub-sections reflect the changes in the payment-related terminology noted above. As well, the wording was re-organized slightly to assist the reader in his or her review and understanding of these provisions.

s.4.2.4/s.4.2.5 – These two sub-sections bring in to the New OBA the priority security requirement that was previously set out in the Trust Agreement. In brief, these two sub-sections require the Biller to obtain for the benefit of EGD priority agreements with any prior secured creditors of the Biller, so as to ensure that EGD has a first priority security interest in the ‘Receivables Entitlements’ for which EGD is paying the Biller under the Agreement. This concept is not new, and incorporates into the New OBA the security requirement mechanics which were previously in the Trust Agreement.

s.8.3(b) – The inclusion of this subsection is intended to clarify the expectation of the parties regarding the need for, and importance to EGD of, obtaining the priority security arrangements for the ‘Receivables Entitlements’ (see s.4.2.4 and s.4.2.5, noted above).

s.8.6(c) – This new subsection reflects the incorporation into the New OBA from the Trust Agreement of the priority security arrangements for the ‘Receivables Entitlements’ and the effect of not complying with that requirement.

s.8.6(l)/s.8.6(m) – The deletion of these subsections reflects the termination of the Trust Agreement.

s.11.9 – This new subsection ensures that the Biller and EGD continue seamlessly with their obligations under the New OBA, once it is signed up and becomes effective.

Appendix “H” – This new Appendix continues the theme of incorporating the security requirements, and related obligations, from the Trust Agreement into the New OBA.

Operational Issues Changes

s.2.6.2 – Use of Third Party Servicers – Billers are accountable for ensuring that each charge submitted for Billing Services complies with the Agreement. In discussions with Billers, it is apparent that Biller

practices relating to Third Party Servicers and Biller Outsourcing vary widely. This new section reflects and builds on best practices implemented by a number of existing Billers.

The provisions of s.2.6.2 do not create any new obligations vis-a-vis third parties, but simply provide more details around how those third-party relationships should be implemented if the Biller will be requesting EGD to perform Billing Services for the Biller which result from Biller Outsourcing. EGD is confident that where Billers wish to implement Biller Outsourcing, compliance with these provisions will result in a more efficient and effective billing system.

s.6.1(c) – There are currently almost 140 ‘Bill Type Codes’ (or BTCs) in the EGD Open Bill System. Many of these BTCs have not been used for a number of billing cycles, or are used for only a very small number of bills. As well, several of these BTCs are duplicative. EGD intends to rationalize and consolidate the number of BTCs. The changes in this subsection will provide a clear guide to when and how underutilized BTCs will be removed from the Program.

s.8.4.1(d) – EGD and Union Gas Limited are currently affiliates, and have filed an application with the Ontario Energy Board seeking approval to amalgamate (EB-2017-0306). The addition of Section 8.4.1(d) provides EGD and Union Gas Limited with the ability to ensure that the utilities have a common approach to the Open Bill program, the obligations of the Billers and the protection of the Enbridge brand.

s.8.4.2 – EGD and Union Gas Limited have filed an application with the Ontario Energy Board seeking approval to amalgamate (EB-2017-0306). EGD requires the flexibility to amalgamate its Open Bill Program with the open bill program which will be operated by Union Gas Limited. This new subsection is merely intended to facilitate that merger, if or when it becomes necessary.

s.8.6(e) – The majority of Billers are consistently compliant with their obligations under the Current OBA. However, there are Billers who have conducted their business in a manner that is not compliant with those obligations. This has resulted in negative media portrayal of the Program, damage to the Enbridge brand, and increased costs and inefficiencies in the operation of the Program. The amendment to this subsection is intended to provide EGD with a reasonable tool to protect the Open Bill Program and all compliant Billers.

s.8.6(f) – If a Biller fails to comply with any of its obligations under the Agreement which has an adverse effect on EGD or the public’s perception of EGD, that failure cannot be cured. The amendment to this subsection reflects that reality.

s.11.1 – Notice – This provision has been updated to reflect that almost no one has a fax machine, and almost all communications are now by e-mail.

s.11.8 – Counterparts – This section has been updated to reflect EGD’s new standard language for counterparts, including electronic signature of the Agreement and ancillary documents.

~~Execution Copy~~ Draft: August 9, 2018

ENBRIDGE GAS DISTRIBUTION INC.

- and -

[OPEN BILL PARTICIPANT]



AMENDED AND RESTATED
OPEN BILL ACCESS
BILLING AND COLLECTION SERVICES AGREEMENT

2.

ver. ~~4.0~~5.0

AMENDED AND RESTATED
OPEN BILL ACCESS
BILLING AND COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made ~~and effective~~ as of the [●] 1st day of [●], 2016 January 2019, with effect as of the Effective Date

B E T W E E N :

ENBRIDGE GAS DISTRIBUTION INC.,
an Ontario corporation

(the "Company")

- and -

●,

a ● [corporation]

(the "Biller")

BACKGROUND:

- A. The Biller is engaged in the business of providing the Customer Services to the Customers.
- B. Each Customer has entered into a Customer Services Agreement whereby such Customer has agreed, among other things, (1) to pay certain stipulated amounts in respect of the Customer Services provided to such Customer under the Customer Services Agreement; and (2) to allow the Biller to share information regarding such Customer with the Company.
- C. The Biller desires to engage the Company to provide the Billing Services, including the billing and collecting of amounts payable by each Customer pursuant to the Customer Services Agreements.
- D. The Customer Services are in compliance with the requirements set out in the Open Bill Manual and therefore the Company has agreed to provide the Billing Services to the Biller.
- E. The Biller and the Company are ~~parties to the Trust Agreement~~ party to an Open Bill Access Billing and Collection Services Agreement made and effective as of <> (the "Prior Agreement"), and wish to amend and restate the terms thereof as contemplated and provided herein, effective as of the date specified in Section 11.9.
- E. Prior to the Effective Date, the parties' relationship was also governed by the Trust Agreement, and the parties (together with all other current billers) have determined to manage their relationship and operate outside of the mechanics imposed by the Trust Agreement.

G. The Effective Date reflects the date on which the mechanics imposed by the Trust Agreement are no longer operational, as contemplated pursuant to the terms of the Trust Agreement.

NOW THEREFORE IN CONSIDERATION of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I – INTERPRETATION

1.1 Definitions

In this Agreement, in addition to any terms defined elsewhere in this Agreement, the following terms shall have the respective meaning attributed to them below:

"**Actual Billed Amount**" means the aggregate amount actually billed on a Service Bill by the Company to Customers in respect of (a) Customer Services provided to the Customers, or (b) Customer Directed Payments, plus applicable Taxes thereon, as specified in the Service Bill rendered on the relevant Business Day, provided however, for certainty, in no event will an amount specified on a Service Bill that is a re-issuance of a previously billed Actual Billed Amount (for example, the re-issuance to a Customer of a Service Bill for Customer Services following a reversal of a previously issued Service Bill for those same Customer Services and, for further example, the issuance of a Service Bill to a Customer that is about to be "red-locked" by the Company for purposes of aggregating amounts that were specified on previously issued Service Bills for the same Customer Services but for which payment had not been made by the Customer) constitute an Actual Billed Amount for purposes hereof ~~and the Trust Agreement~~, provided, further, that if and to the extent any amount that does not constitute an Actual Billed Amount by virtue of the foregoing proviso is included as a Deemed Proceed hereunder ~~or under the Trust Agreement~~, and some or all of such amount is subsequently billed on a Service Bill, the amount on such subsequent Service Bill shall constitute an Actual Billed Amount notwithstanding the foregoing proviso;

"**Adjusted Settlement**" has the meaning given to such term in Section 4.4;

"Affiliate" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by such person or is under common control of a third person; and "control" of a Person is deemed to occur when another Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise;

"**Agreement**", "**hereto**", "**hereunder**", "**hereby**" and similar expressions refer to this Agreement, the Appendices attached hereto and any other documents attached hereto or incorporated herein by reference, each as amended from time to time in accordance with this Agreement, and do not refer to any particular article, section, paragraph or other portion hereof;

"**Annual Forecast**" has the meaning given to such term in Section 2.5;

"**Applicable Laws**" means any and all applicable federal, provincial and municipal laws, statutes, by-laws, rules, regulations, orders and ordinances together with all codes, guidelines, policies, notices, directions, directives and standards of any Governmental Authority which are legally binding, affecting the obligations of either of the Parties under this Agreement, from time to time;

"**Arbitration Notice**" has the meaning given to such term in Section 7.7.4;

"**At-Issue Amount**" has the meaning given to such term in Section 7.6(c)(iii);

"**At-Issue Receivable**" has the meaning given to such term in Section 7.6(c)(iii);

~~"Beneficial Interest" has the meaning given to such term in the Trust Agreement;~~

~~"Biller Insurance Policies"~~ has the meaning given to such term in Section 9.4.1;

"Biller ~~Proceeds~~Percentage" has the meaning given to such term in ~~the Trust Agreement~~Appendix "B";

~~"Biller Receivable" has the meaning given to such term in the Trust Agreement~~means all payment obligations of a Customer to the Biller, arising on or after the Effective Date which obligations have been billed during the Term in a Service Bill to such Customer;

"**Biller Records**" has the meaning given to such term in Section 4.10;

"Billing Date" means the Business Day on which a Services Bill is rendered, and the Billing Date for a particular Biller Receivable is the calendar day set out on the relevant Service Bill;

"**Billing Fee**" has the meaning given to such term in Appendix "B";

"**Billing Fee Adjustment**" has the meaning given to such term in Appendix "B";

"**Billing Period**" in respect of a Customer means each consecutive period of approximately one month established by the Company for such Customer in accordance with the Company's customary billing procedures;

"**Billing Services**" means, collectively, the billing and collection services and associated customer care activities set out in Appendix "A", as the same may be amended, revised, modified, supplemented or superseded by the Company from time to time in accordance with the terms of this Agreement;

"**Business Continuity Plan**" means one or more logistical plans which have been created and validated by an entity setting out how the relevant entity will recover and restore partially or completely interrupted operational functions within a predetermined time after the occurrence of a disaster or similar disruption, and which plan or plans form part of the entity's risk management practices;

"**Business Day**" means a day other than a Saturday, Sunday or statutory or civic holiday in the ~~City~~Province of ~~Toronto~~Ontario;

"**Company Insurance Policies**" has the meaning given to such term in Section 9.4.2;

"**Company Records**" has the meaning given to such term in Section 4.9;

"**Confidential Information**" means all information concerning the business, operations or assets of a Party which a Party regards as confidential and proprietary and desires to protect from unauthorized disclosure or use, whether orally transmitted or written (including information in machine readable form), that is disclosed or made available by one Party (the "**Owning Party**") to the other (the "**Receiving Party**") in connection with the Purpose, but for certainty, does not include any information:

- (a) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, other than by the breach of this Agreement;
- (b) that, prior to disclosure by the Owning Party, was already in the lawful possession of the Receiving Party without any obligation of confidentiality, as evidenced by written records kept by the Receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the Receiving Party;
- (c) independently developed by the Receiving Party, by persons having no direct or indirect access to the Owning Party's Confidential Information provided that the Receiving Party shall have the burden of so proving on a reasonable basis; or
- (d) which, subsequent to disclosure, is obtained from a third party: (i) who is lawfully in possession of the Confidential Information; (ii) who is not, to the best of the knowledge and belief of the Receiving Party, in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable with respect to that Confidential Information; and (iii) who does not prohibit the Receiving Party from disclosing the Confidential Information to others;

"**Consumer Protection Act**" means the *Consumer Protection Act, 2002*, S.O. 2002, c. 30 and the Regulations thereto, and any other Applicable Laws in respect of or applicable to the Customer Services or the delivery or sale thereof by the Biller to Customers, as any of the same may be brought into force, amended or replaced from time to time;

"**Corrective Costs**" has the meaning given to such term in *Appendix "B"*;

"**Customer**" means an active customer of the Biller receiving Customer Services at a Service Address, and which customer has not had its gas distribution service terminated for non-payment on more than one previous occasion, and includes any other Person obligated to make payments of amounts owing from time to time in respect of a Biller Receivable of such Customer;

"**Customer Billing Dispute**" has the meaning given to such term in Section 7.6;

"**Customer Data**" has the meaning given to such term in Section 3.4(a);

"Customer Directed Payment" means any payment made by a Customer for which the Biller has received written or recorded instructions from such Customer that such payment is in respect of an amount outstanding pursuant to such Customer's Financing Plan with the Biller;

"Customer Services" means any one or more of the products and/or services for which there is a corresponding 'Bill Type Code' in the Open Bill Manual, as the same may be amended in accordance with this Agreement from time to time, provided by the Biller to Customers (either directly or indirectly, as contemplated in Subsection 2.6.2), within the Company's gas distribution franchise area in accordance with the terms of a Customer Services Agreement;

"Customer Services Agreement" means an agreement between a Customer and the Biller with respect to the provision of Customer Services;

"Cycle Day" means a billing cycle day of the Company;

"Deemed Proceeds" ~~has the meaning given to such term in the Trust Agreement~~ means, in the case of a particular Biller Receivable, any amount by which the outstanding balance thereof is either reduced or cancelled by the Biller;

"Dispute Notice" has the meaning given to such term in Section 7.7.2;

"Distribution Charges" means all charges of the Company in respect of gas, gas distribution services or related items provided by, or on behalf of, the Company to a Customer from time to time;

~~**"Distribution Entitlement Effective Date"** means all of the Beneficial Interest of the Biller relating to the Biller Receivables billed on a particular Business Day;~~ ~~**"EGD Receivable"** has the meaning given to such term~~ the first day after the Termination Date (as defined in the Trust Agreement);

"Event of Default" has the meaning given to such term in Section 8.6;

"Fee Invoice" has the meaning given to such term in Section 4.6;

"Final Billing Date" has the meaning given to such term in the "Definitions" section of Appendix "G";

"Financial Assurances" has the meaning given to such term in Section 9.1;

"Financing Plan" means an arrangement evidenced by an agreement between the Biller and a Customer pursuant to which the Biller has agreed, *inter alia*, to finance such Customer's acquisition of one or more of the Customer Services and which agreement has been entered into in accordance with, and which complies with, the *Consumer Protection Act*;

"Governmental Authority" means any government, regulatory body or authority, agency, governmental department, board, commission, tribunal, court or other law, rule, or regulation making authority having jurisdiction or control on behalf of Canada or any provincial, regional or local governmental, or other subdivision thereof;

"GST/HST" means the taxes (including goods and services tax and harmonized sales tax) imposed under Part IX of the *Excise Tax Act* (Canada);

"~~Liens~~Insurance Policies" has the meaning given to such term in ~~the Trust Agreement~~Section 9.4.1;

"Lien" means any mortgage, deed of trust, pledge, hypothecation, hypothec, assignment (whether absolute or by way of security), deposit arrangement, encumbrance, lien (statutory or other), preference, deemed trust, participation interest, security interest, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any conditional sale or other title retention agreement and any financing lease having substantially the same economic effect as any of the foregoing;

"Material Variation" has the meaning given to such term in Section 2.5.2;

"Minimum Credit Rating" for a potential Customer or Customer means a rating of 550 or above based on the BEACON scoring system maintained by Equifax Canada Inc., or a rating of 550 or above based on the Empirica scoring system maintained by TransUnion Canada Inc.;

"Monthly Statement" has the meaning given to such term in Section 4.5;

"Notice" has the meaning given to such term in Section 11.1;

"OEB" means the Ontario Energy Board, or any successor regulatory authority;

"Open Bill Manual" means the manual of rules, technical specifications and requirements, policies and procedures established by the Company and applicable to the Biller and every other Person desiring to avail themselves of any of the Billing Services, and which manual is currently titled "CIS Open Bill Access Biller User Manual", as the same may be amended, revised, modified, supplemented or superseded by the Company from time to time in accordance with the terms of this Agreement;

"Other Billers" has the meaning given to such term in Section 1.8.1;

"Owning Party" has the meaning given to such term in the definition of "Confidential Information" in Section 1.1;

"Party" means the Company or the Biller, and "Parties" means both of them;

"Payment Amount" has the meaning given to such term in Section 4.2.1;

"Payment Date" has the meaning given to such term in Section 4.2.1;

"Permitted Liens" ~~has the meaning given to such term in the Trust Agreement;~~means, with respect to the property of a Person, any of the following liens at any particular time:

- (a) liens imposed by law by any Governmental Authority, including Liens or privileges for taxes, rates, levies, assessments or other charges, which are not delinquent at such time or which are being contested in good faith by

appropriate action promptly initiated and diligently conducted and for which adequate reserves, in accordance with Canadian generally accepted accounting principles in effect at such time applicable to such Person shall have been set aside on such Person's books; and

(b) liens (inchoate or otherwise) which individually or in the aggregate are not material and arise or are incurred in such Person's ordinary course of business in respect of obligations which are not overdue;

"**Pre-Payment Amount**" has the meaning given to such term in Appendix "B";

"**Person**" includes an individual, sole proprietorship, partnership, unincorporated association or organization, trust and a body corporate;

"Prior Agreement" has the meaning given to such term in the Background to this Agreement;

"Priority Lien Holder" means any Person that (a) at any time on or after the Effective Date may hold, or may be the beneficiary of or otherwise entitled to, any Lien (other than a Permitted Lien) in respect of any present or future Receivables Entitlements ranking in priority to or pari passu with any present or future interests in any such Receivables Entitlements acquired, or to be acquired, by the Company pursuant to this Agreement, and (b) has not executed and delivered to the Company an agreement substantially in the form attached to this Agreement as Appendix "H" or otherwise in form and substance satisfactory to the Company;

"**Purpose**" has the meaning given to such term in Section 10.1.1;

"Receivables Entitlement" relating to a Biller Receivable means all right, title and interests (but not obligations) of the Biller in and to such Biller Receivable and the Related Security and Deemed Proceeds in respect of such Biller Receivable, including in and to all payments made or value provided in any form in respect of such Biller Receivable and the Related Security and Deemed Proceeds in respect of such Biller Receivable;

"**Receiving Party**" has the meaning given to such term in the definition of "Confidential Information" in Section 1.1;

"**Reconciliation**" has the meaning given to such term in Section 4.4;

"**Regulatory Approval**" means the approval, consent or agreement of a Governmental Authority, to the extent required under Applicable Laws;

"**Regulatory Proceedings**" has the meaning given to such term in Section 10.2.1;

~~"Related Calculation Day" has the meaning given to such term in the Trust Agreement;~~ "Security" means, in respect of a Biller Receivable, all contracts, securities, bills, notes, guarantees and other documents now held or owned or which may be hereafter taken, held or owned by the Biller, or anyone acting on its behalf in respect of such Biller Receivable, including all conditional sale agreements, lease agreements and other instruments (negotiable or otherwise) and agreements made or entered into

respecting the sale or lease of gas, goods (including water heaters) or merchandise or respecting the rendering of the services in connection with which such Biller Receivable is owing, any renewals thereof, any substitutions therefor, all proceeds thereof, all monies payable thereunder, all rights and claims of the Biller thereunder, in respect thereof or evidenced thereby, all the right, title and interest of the Biller in and to the respective chattels and moveable property in respect of which such instruments or agreements were entered into or given and the benefit of all insurance and claims for insurance effected or held for the protection of the Biller in respect of such chattels and moveable property, together with the records evidencing, recording, or in any way relating to such Biller Receivable and all contracts, securities, bills, notes, agreements and other documents relating to such Biller Receivable;

"**Renewal Term**" has the meaning given to such term in Section 8.2;

"**Representatives**" has the meaning given to such term in Section 10.1.3(a);

"**Required Postponement and Subordination Agreement**" has the meaning given to such term in Section 4.2.5;

"**Resolution Period**" has the meaning given to such term in Section 7.6(d);

"**Retained Confidential Information**" has the meaning given to such term in Section 10.2.1;

"**Run-Off Period**" has the meaning given to such term in Section 8.7.2;

"**Run-Off Financial Assurances**" has the meaning given to such term in Section 8.7.2;

~~"**Scheduled Payment Amount**" has the meaning given to such term in the Trust Agreement, provided that, for purposes hereof, it shall not include any Unpaid Amounts (as defined in the Trust Agreement);~~

~~"**Scheduled Settlement**" has the meaning given to such term in Appendix "B";~~

"**Service Address**" means an address located within the Company's franchise area at which the Biller provides Customer Services;

"**Service Bill**" means the bill that is sent to the Customer by the Company each Billing Period which shall include, among other things, the charges for the Customer Services, and, where applicable, Distribution Charges;

"**Service Levels**" means the service levels set forth in Appendix "C";

"**Services Dispute**" has the meaning given to such term in Section 7.7.1;

~~"**Settlement Amount**" has the meaning given to such term in Section 4.2.1;~~

"**Standard Transition Plan**" means the transition plan set out in Appendix "G";

"**Tax**" or "**Taxes**" means all taxes, assessments, charges, dues, duties, and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority under any Applicable Laws,

including, Canadian federal, provincial, territorial, municipal and local, foreign or other income, capital, capital gains, sales, use, consumption, excise, value-added, GST/HST, business, real property, personal property, transfer, franchise, withholding, payroll, or employer health taxes, customs, import, anti-dumping or countervailing duties, Canada Pension Plan contributions, employment insurance premiums, and provincial workers' compensation payments, including any interest, penalties and fines associated therewith, and excluding the Company's income taxes or employment insurance, statutory or other taxes for the benefit of the Company;

"Term" has the meaning given to such term in Section 8.1;

"Termination Transition" has the meaning given to such term in Section 8.9.1(a);

"Third Party Open Bill Agreement" has the meaning given to such term in Section 6.4;

"Third Party Provider" has the meaning given to such term in Section 8.9.1(a);

"Transition Notice Period" has the meaning given to such term in Section 8.9.1(a);

"Transition Period" has the meaning given to such term in Section 8.9.1(a);

"Transition Plan" has the meaning given to such term in Section 8.9.1(b); and

"Trust Agreement" means the Amended and Restated Proceeds Transfer, Servicing and Trust Agreement entered into among the Company, BNY Trust Company of Canada (assignee of CIBC Mellon Trust Company), the Biller and the other parties set forth on Schedule "F" thereto effective as of February 4, 2010, as the same may be amended, modified or replaced from time to time;

~~"Trustee" has the meaning given to such term in the Trust Agreement; and "Trust Property" has the meaning given to such term in the Trust Agreement.~~

1.2 Rules of Interpretation

In this Agreement the following rules shall apply to the interpretation thereof:

- (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) the words "include", "includes" and "including" and other similar words and expressions shall in all cases be deemed to be followed by the words "without limitation";
- (c) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;

- (d) when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded;
- (e) unless otherwise specifically noted herein, all dollar amounts are expressed in Canadian currency;
- (f) the division of this Agreement into separate Articles, Sections, subsections and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and
- (g) except as otherwise specifically defined or provided for in this Agreement, words or abbreviations which have well known or trade meanings are used in accordance with their recognized meanings.

1.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario. For the purpose of any legal actions or proceedings brought by either Party in respect of this Agreement, each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.

1.4 Entire Agreement

This Agreement and all appendices, exhibits, attachments, and addenda contemplated herein or specifically referred to herein constitute the entire agreement among the Parties pertaining to all the matters herein, and supersede all prior agreements, understandings, negotiations, discussions and other communications, whether oral or written, of the Parties.

1.5 Severability

If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable or contravene any Applicable Laws, then (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Party or circumstance shall not be affected thereby, and (b) the Parties will negotiate in good faith to amend this Agreement to implement the intentions set forth herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by ~~law~~ [Applicable Laws](#).

1.6 Order of Priority

In the event of any inconsistency between any of the provisions of the main terms and conditions of this Agreement and the Appendices and the Open Bill Manual, the inconsistency will be resolved by reference to the following descending order of priority:

- (a) the terms and conditions of this Agreement (excluding the Appendices); then

- (b) the Appendices; and then
- (c) the Open Bill Manual.

1.7 Ontario Energy Board Act

The Parties acknowledge that this Agreement shall be subject to any rule or order applicable to the Company or the Biller enacted by the OEB pursuant to the *Ontario Energy Board Act*, S.O. 1998, c.15, Schedule B., s.44.

1.8 Application

1.8.1 The Parties acknowledge that this Agreement is one of a series of substantially identical agreements entered into between the Company and others (the "Other Billers") relating to the provision of Billing Services, and that it is an underlying principle of the Company that it provide services to those with whom it contracts in a reasonable, fair and consistent manner. Therefore, except as specifically contemplated in Section 8.9.1 and Appendix "D", the Company shall exercise and enforce its rights (including its right to make determinations in its sole or sole and absolute discretion) under this Agreement in a manner which is fair and consistent amongst all the participants in the Company's 'Open Bill Program'.

1.8.2 This Agreement may be amended from time to time (but, in any event, not more often than once in each calendar year) by the Company, after following, and subject to, the process set out below:

- (a) The Company shall forward to the Biller a notice of its desire to amend this Agreement (an "**Amendment Notice**"), together with the particulars of the amendments proposed (including a black-line of this Agreement, or the relevant sections of this Agreement to be amended, incorporating the proposed amendments), the proposed effective date of the amendments (which shall not, in any event, be sooner than ninety (90) days following delivery of the Amendment Notice) and any explanation of the amendments that the Company considers appropriate.
- (b) If the Biller considers that the proposed amendments involve a material change to this Agreement with which the Biller does not agree, then the Biller shall, within twenty (20) days of delivery of the Amendment Notice, provide a notice to the Company of the Biller's desire to consult with the Company regarding such amendments (a "**Consultation Notice**").
- (c) If the Company does not receive a Consultation Notice from the Biller or a similar consultation notice from any ~~other third party that is under contract with the Company for the provision of services similar to the Billing Services~~ (the "of the Other Billers"), then the Company shall provide to the Biller a final revised version of this Agreement, or appropriate amending documentation,

incorporating all of the amendments which the Company has proposed. The Biller shall sign and return to the Company such [final revised version of this Agreement or such](#) amending documentation by no later than thirty (30) days following the delivery of such [final revised version of this Agreement or such](#) amending documentation.

- (d) If the Company receives a Consultation Notice from the Biller or a similar consultation notice from any of the Other Billers, then the Company shall initiate a consultative process by organizing a meeting or series of meetings to which the Biller, and all Other Billers, will be invited to review and discuss the proposed amendments (the "**Consultative Process**"). Such meeting, or series of meetings, shall be held at the Company's offices and shall be commenced within ten (10) days of receipt of the Consultation Notice (or the first similar notice received by the Company from any such Other Billers).
- (e) If the Consultative Process is required to be initiated, the Company and the Biller, together with all Other Billers who participate in such Consultative Process, shall review and discuss the proposed amendments for a period of not less than fifteen (15) days and not more than thirty (30) days (or such longer period to which the Company, in its sole discretion, may agree) (the "**Consultative Period**"), and shall try to settle and agree on the proposed amendments. If ~~an~~ agreement is reached on the proposed amendments during the Consultative Period, then the Company shall provide to the Biller a final revised version of this Agreement, or appropriate amending documentation. The Biller shall sign and return to the Company such amending documentation by no later than thirty (30) days following the delivery of [such final revised version of this Agreement or](#) such amending documentation.
- (f) If no agreement is reached on the proposed amendments during the Consultative Period, then the Company may, in its sole discretion, forward a revised Amendment Notice in accordance with subsection (a) above. If the Biller still considers that the proposed amendments involve a material change to this Agreement which the Biller is not prepared to accept, then the Biller shall, within thirty (30) days of delivery of the revised Amendment Notice, provide a notice to the Company of the Biller's objection to such amendments (the "**Objection Notice**"). Such revised Amendment Notice forwarded to the Biller by the Company shall include a clear statement that failure of the Biller to provide an Objection Notice shall be deemed to be an approval of the proposed amendments to this Agreement set out in the revised Amendment Notice.
- (g) Ten (10) days following delivery of the revised Amendment Notice contemplated in subsection (f) above, the Company shall send a reminder notice to the Biller, requesting the Biller to consider the proposed amendments to this Agreement set out in the revised Amendment Notice, and which reminder notice shall include another statement that failure of the Biller to

provide an Objection Notice shall be deemed to be an approval of the proposed amendments to this Agreement set out in the revised Amendment Notice.

- (h) Following the expiry of the thirty (30) day period noted in subsection (f) above, the Company shall notify the Biller (and all Other Billers) whether or not the Company has received any objection notices from Other Billers, and whether the number of such objection notices received (including the Objection Notice, if applicable) are from billers which in the aggregate represent (i) nine (9) or fewer of the Aggregate Number of Billers (as adjusted pursuant to subsection (k) below), and (ii) forty per cent (40%) or less of the Aggregate Number of Accounts (the "**Approval Threshold**").
- (i) If the Company receives no such objection notices, or if the objection notices received are from billers which do not exceed the Approval Threshold (i.e. 9 (as adjusted) or fewer and 40% or less), then the changes to this Agreement as set out in the revised Amendment Notice shall be deemed to have been approved by the Biller (and all Other Billers), and the Biller shall sign and return to the Company the amending documentation which accompanied the revised Amendment Notice by no later than fifteen (15) days following the delivery of such notice by the Company.
- (j) If the Company receives objection notices and the objection notices received are from billers which do exceed the Approval Threshold (i.e. more than 9 (as adjusted) or more than 40%), then the changes shall not be effective and this Agreement shall continue in full force and effect unamended by the proposed amendments.
- (k) For these purposes: "**Aggregate Number of Billers**" means the aggregate number of the Other Billers plus the Biller; and "**Aggregate Number of Accounts**" means the aggregate number of customer accounts being serviced for all billers by the Company's 'Open Bill Program', calculated as an aggregate of such customer accounts on a biller by biller basis; in each case, at the time the relevant ~~Numbers~~numbers are being calculated. For certainty, the Aggregate Number of Billers as at [September 5, 2013 was 60-60]. In addition, for every increase of ten (10) Other Billers that occurs in the Aggregate Number of Other Billers above 60, the number of Other Billers comprising the Aggregate Number of Billers set out in subsections (h), (i) and (j) above shall be increased by one (1). By way of example only, if the Aggregate Number of Billers increases to 85, the referenced number shall be 11 instead of 9.
- (l) Notwithstanding any of the foregoing, in no event shall the Company initiate or use the foregoing amendment process to effect an amendment to any of Sections 1.8.1, this 1.8.2 or 8.4 of this Agreement.

ARTICLE II– BASIC AGREEMENT

2.1 Billing Services

The Company shall perform for the benefit of the Biller the Billing Services in accordance with this Agreement and all Applicable Laws.

2.2 Transfer of ~~Distribution~~Receivables Entitlements

In the manner and to the extent provided for herein, the Company hereby agrees to purchase the Biller's ~~Distribution~~Receivables Entitlement from the Biller and to pay to the Biller the ~~Settlement~~Payment Amount in consideration thereof and upon, and subject to, receipt thereof, and on the terms and subject to the conditions contained herein, the Biller hereby agrees to transfer to the Company its ~~Distribution~~Receivables Entitlement for each Business Day.

2.3 No Liabilities to Customers

The Biller acknowledges and agrees that in agreeing to purchase the ~~Distribution~~Receivables Entitlements in the manner contemplated by this Agreement, the Company does not, will not and shall not be deemed to, assume any liabilities or other obligations of the Biller or any other Person to any of the Customers under any Customer Services Agreement.

2.4 Expenses

Except as specifically provided otherwise herein, the Company shall bear and pay all expenses incurred by it in the performance of the Billing Services. ~~The, provided that the~~ Company shall bear no responsibility for expenses which may be incurred as a direct result of the failure of the Biller to fulfill any of its obligations under this Agreement, and the Company shall incur no costs or expenses as a result of, or in connection with, a Customer Billing Dispute, except in the manner and to the extent specifically provided for herein.

2.5 Forecast of Services

2.5.1 Subject to Subsection 2.5.4, the Biller shall provide to the Company, by no later than June 30 and December 31 in each year, a forecast of the number of Service Bills to be sent to the Customers by the Company, on a month-by-month basis, for the next following 12-month period (the "Annual Forecast").

2.5.2 The Biller shall notify the Company, as promptly as is reasonable in the circumstances, of any expected or anticipated variance in a particular month (or months) of 20% or more (a "Material Variation") from the volumes set out in the then most current Annual Forecast provided to the Company. In the event of a negative Material Variation for a particular month (or months), and notwithstanding any reduced volume of Service Bills distributed by the Company as a result of such negative Material Variation, the Biller shall be liable to pay to the Company, on the terms herein specified, 80% of the charges that would have been payable by it to the Company for the relevant

month(s) had such Annual Forecast been accurate, and the volume of Service Bills contemplated by such Annual Forecast been circulated. In the event of a positive Material Variation, the Company shall use commercially reasonable efforts to accommodate such increased volume of Service Bills, provided that such accommodations shall in no manner require, or be interpreted so as to require, the Company to alter or revise its regular billing cycle.

2.5.3 The initial Annual Forecast of the Biller, if applicable, as of the date of execution of this Agreement is set forth on Appendix "E".

2.5.4 The requirement in Section 2.5.1 to provide an Annual Forecast shall not apply to any Biller if the total number of Service Bills for which the Company provided Billing Services in the six completed Billing Periods prior to, but not including, the date referred to in that Section, was less than thirty thousand (30,000). On the execution of this Agreement, a Biller who anticipates that its annual Service Bills in the first year will not exceed sixty thousand (60,000) is not required to prepare an initial Annual Forecast. For certainty, Section 2.5.2 will apply to a Biller only during a period to which a required Annual Forecast applies.

2.6 **Obligations of the Biller**

2.6.1 General Obligations – In addition to and without limiting any of its obligations set forth elsewhere in this Agreement, the Biller hereby covenants and agrees that it shall:

- (a) comply with all of the obligations and requirements of ~~at~~the Biller set out in this Agreement and the Open Bill Manual, and without limitation provide to the Company billing information for each Customer in accordance with the content, format and timing requirements set forth in the Open Bill Manual;
- (b) comply with the Company name restrictions set forth in Appendix F – 'Company Name Restrictions' of the Open Bill Manual;
- (c) ensure that (i) there is in place at all times a Customer Service Agreement with each Customer to whom the Biller provides any Customer Services or in respect of whom the Biller requests that the Company provide any Billing Services, and (ii) such Customer Service Agreement is, and has been entered into, in compliance with all Applicable Laws, including the *Consumer Protection Act*, and (iii) it delivers a copy of such Customer Service Agreement to the Customer if required by Applicable Laws, including the *Consumer Protection Act*;
- (d) comply with the Company's verification call requirements set forth in Appendix K – 'Verification Calls' of the Open Bill Manual;
- (e) use commercially reasonable efforts to avoid being in default, and to not knowingly remain in default, under any Customer ~~Service~~Services Agreement;

- (f) provide to the Company the Financial Assurances, if any, in accordance with Article IX hereof;
- (g) act in compliance with all Applicable Laws;
- (h) comply with its privacy obligations under the *Personal Information Protection and Electronic Documents Act* (Canada), or any similar legislation in effect, and under any and all equivalent and applicable provincial legislation;
- (i) notify each Customer that (i) the charges for Customer Services under the Customer ~~Service~~Services Agreements shall appear on the Service Bill, and (ii) the Company shall be receiving payments in respect of such charges in accordance with the terms set forth on the Service Bill and in accordance with Applicable Laws, including amounts owing in respect of Customer Services;
- (j) ensure each Customer is provided current and accurate Biller contact information including: a telephone number and address for service, a fax number and an email address and/or internet website address through which Customer queries can be directed, and, ensure that such methods of communication are capable of receiving Customer queries during regular hours on each Business Day, and, promptly respond to all such queries made by Customers;
- (k) perform the Customer Services in accordance with good customer service practices reflected by current market standards; provided that this covenant of the Biller shall not create a separate obligation of the Biller to the Company in respect of the performance of the Customer Services, and where there is a Customer Billing Dispute pursuant to which the Customer has stated that the Biller's breach of this covenant is the subject of all or a part of that Customer Billing Dispute, then the Company may rely on this covenant solely for purposes of Section 7.6;
- (l) use commercially reasonable efforts to facilitate the transactions contemplated by this Agreement, including by supplying the Company with all information and assistance that may be necessary or helpful to the Company in verifying the accuracy of any Customer account information or in correcting any errors; and
- (m) ensure that each Customer has a credit rating at or above the Minimum Credit Rating where: (i) such Customer has a Financing Plan; or (ii) an existing Customer's aggregate charges for Customer Services over any twelve (12) month period (whether or not pursuant to a Financing Plan) on a Service Bill are in excess of one thousand eight hundred dollars (\$1,800.00), unless otherwise agreed by the Company in its sole discretion.

2.6.2

Use of Third Party Servicers – The Biller may, from time to time, determine to outsource or subcontract with third parties (each, a “Third Party Servicer”) the delivery or

performance of some or all of the Customer Services for which the Company provides Billing Services pursuant to this Agreement. Such outsource or subcontract of Customer Services (being referred to collectively as “Biller Outsourcing”) may include, among other things, the purchase by the Biller of account receivables generated by such other parties resulting from the delivery or performance of those Customer Services. Notwithstanding that the Biller is not directly delivering or performing such Customer Services, by accepting the relevant account receivables generated thereby or by requesting that the Company perform Billing Services in respect thereof, the Biller covenants and agrees that:

- (a) it shall ensure that each Third Party Servicer has complied with, and will at all times comply with, all of the obligations of the Biller set out in Subsection 2.6.1, including subsections 2.6.1(a), (c), (d), (e), (g), (j) and (k);
- (b) all contracts or other arrangements entered into between the Biller and each Third Party Servicer in respect of Biller Outsourcing shall (i) include the rights provided to the Company pursuant to Section 4.10; and (ii) require such Third Party Servicer to comply with all provisions of this Agreement to permit the Company to exercise all of its rights and privileges hereunder in the same manner as if the Third Party Servicer were directly obligated to the Company pursuant to this Agreement;
- (c) notwithstanding the Biller’s use of or contracting with any Third Party Servicer, the Biller shall have overall responsibility and accountability to the Company for performing the Customer Services and for ensuring that the terms and conditions of this Agreement applicable thereto, and in respect of the account receivables generated therefrom (and which are the subject of Billing Services provided by the Company hereunder) are complied with in all respects;
- (d) if the Biller is a Third Party Servicer through or with another biller, any actions or conduct of the Biller which result in a breach by that other biller under such other biller’s open bill access billing and collection services agreement shall, in addition to being a breach under such other biller’s open bill access billing and collection services agreement, be and shall be deemed for all purposes of this Agreement to be a breach by the Biller of the Biller’s corresponding obligations in this Agreement; and
- (e) in no event shall the Biller be released from any of its covenants or obligations under this Agreement as a result of its contract or agreement with any Third Party Servicer.

The Biller acknowledges that compliance by the Biller with the foregoing covenants and agreements are fundamental to the Company entering into this Agreement with the Biller, and that a breach of any of the provisions of this Section 2.6.2 by the Biller is an Event of Default of the Biller that could lead to termination of this Agreement in accordance with the terms hereof.

2.7 Obligations of the Company

2.7.1 General Obligations – In addition to and without limiting any of its obligations set forth elsewhere in this Agreement, the Company hereby covenants and agrees that it shall:

- (a) act in compliance with Applicable Laws;
- (b) comply with its privacy obligations under the *Personal Information Protection and Electronic Documents Act* (Canada), or any similar legislation in effect, and under any and all equivalent and applicable provincial legislation;
- (c) perform the Billing Services in accordance with this Agreement;
- (d) pay to the Biller, in accordance with the terms of this Agreement, the ~~Settlement~~Payment Amount; and
- (e) use commercially reasonable efforts to facilitate the transactions contemplated by this Agreement.

2.7.2 Service Levels – In addition to and without limiting any of its obligations set forth elsewhere in this Agreement, the Company shall perform the Billing Services in accordance with the Service Levels. The Company shall report on its performance and the provision of the Billing Services in accordance with the requirements set out in Appendix "C". If the Company fails to perform any of the Billing Services in accordance with an applicable Service Level, as disclosed in any such report, then the Company shall perform an analysis to identify the cause of such failure and shall take reasonable steps to correct such failure and to comply with the relevant Service Level thereafter.

2.7.3 Subcontractors – The Biller acknowledges and agrees that the Company may subcontract the performance of all or a portion of the Billing Services to a third party subcontractor, or subcontractors. Notwithstanding the Company's use of any subcontractor, the Company shall retain responsibility for performing the Billing Services and for carrying out its obligations under this Agreement.

2.8 Business Continuity Plans

The Biller shall have the right, at its own cost and upon reasonable prior notice to the Company during the usual business hours of the Company and, in any event, no more than once per twelve (12) month period during the Term, to review at the Company's premises a copy of the Company's then current Business Continuity Plan relating to the delivery of the Billing Services, provided that: (A) the Biller shall be bound by obligations of confidentiality in respect of such plan(s), and that such plan(s) shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Biller without the prior written consent of the Company; and (B) the Company may redact such part or parts of such Business Continuity Plan as it considers necessary or advisable, in its sole discretion, in order to protect the security or confidentiality thereof. The Company shall thereafter provide to the Biller details of any material change in its then current Business Continuity Plan relating

to the delivery of the Billing Services which may occur during the Term. For certainty, the Company shall ensure that every third-party service provider providing a material component of the Billing Services shall have in place a business continuity plan, and the Company shall so notify the Biller of the existence of each such plan.

ARTICLE III – BILLING

3.1 Timing

Prior to the delivery of any Service Bill to a Customer, the Biller shall provide to the Company billing information for such Customer in accordance with the content, format and timing requirements set forth in the Open Bill Manual. The Company will then render a Service Bill for each Cycle Day in accordance with the Company's regular Cycle Day billing schedule in effect from time to time to those Customers for which the Biller has provided such requisite information.

3.2 Service Bill Content and Format

The Company shall format the Service Bill so as to present the content of the Biller portion of the Service Bill in a manner consistent with the terms of this Agreement and the Open Bill Manual.

3.3 License to Use Intellectual Property

3.3.1 The Biller hereby grants to the Company during the Term a royalty-free, limited, non-exclusive license to use the Biller's intellectual property set out in Appendix "F" hereto, on the terms set out therein.

3.3.2 The Biller acknowledges that, in connection with the performance by the Company of Billing Services, and in particular the provision to the Company by the Biller of billing information for each Customer, the Biller at its option may utilize certain software provided by the Company, from time to time, and any such use of same by the Biller shall constitute the Biller's acceptance of, and agreement to strictly comply with, the license terms, use restrictions and limitations set forth in Appendix H – 'Terms of Use for the OBA Transaction Tool' of the Open Bill Manual. The Biller's use or non-use of such software shall not alter either the Biller's or the Company's obligations under this Agreement. However, the Biller acknowledges that the Company's ability to deliver Billing Services is dependent upon the Biller's delivery of transaction interface files which meet the technical specifications described in the Open Bill Manual.

3.4 Customer Information

The Company shall:

- (a) not use any Customer proprietary or personal information and/or data provided by the Biller that it obtains solely as a result of the provision of Billing Services (the "**Customer Data**") other than as contemplated by, and as necessary to satisfy its rights or fulfill its obligations under, this Agreement;

- (b) not disclose any Customer Data other than (i) any disclosure that is authorized by the Biller, (ii) as required by Applicable Laws, (iii) to the extent reasonably necessary to collect in respect of ~~Distribution~~Receivables Entitlements which have been transferred to the Company hereunder, or (iv) to any third party sub-contracted by the Company to assist in the provision of the Billing Services;
- (c) refer any Customers with inquiries or complaints about, or seeking access to or correction of, their personal information to the Biller and promptly notify the Biller about such complaint or request upon receiving same; and
- (d) use reasonable security measures to protect the Customer Data against loss, theft, unauthorized access, disclosure, copying, use or modification.

For certainty, nothing in this Agreement shall preclude the Company from utilizing, for any purpose, in accordance with Applicable Laws, any Customer information acquired by the Company in association with or as a result of its provision of services to its customers.

3.5 Software and Proprietary Know-How

Except for Customer Data supplied by the Biller to the Company pursuant to this Article III, or as otherwise provided herein or agreed upon by the Parties, the Company acknowledges and agrees that it is responsible for developing or acquiring (by purchase or license) at its cost, all software and proprietary know-how which may be required to provide the Billing Services in the manner and to the extent set out in this Agreement. For certainty, the Company's obligation hereunder shall commence at the Company's demarcation point, being the interface at which the Customer billing information to be provided by the Biller in accordance with Section 3.1 enters the Company's customer information system.

ARTICLE IV – COLLECTION AND SETTLEMENT

4.1 Collection of Amounts from Customers

The Company shall render a Service Bill to each Customer, which Service Bill shall be prepared, delivered and payable in compliance with this Agreement, the Open Bill Manual and the Company's customary billing procedures. The Service Bill may be comprised of charges for Customer Services, Distribution Charges and any other amounts payable by the Customer to the Company or any other party with which the Company has an agreement therefor. Each Customer shall be required by the Company to pay the aggregate amount shown as payable (including all Taxes thereon) in each Service Bill in accordance with the payment terms set out therein.

4.2 Acquisition of ~~Distribution~~Receivables Entitlements

- 4.2.1 Subject to and in accordance with the other terms and conditions of this Agreement, the Company shall acquire the ~~Distribution~~Receivables Entitlements of the Biller in respect of each ~~Business Day on which a Service Bill is rendered during the Term~~Billing Date. To this end, the Company shall acquire the ~~Distribution—Entitlement~~

~~of Receivables Entitlements relating to~~ the Biller ~~in respect of Receivables billed on~~ a particular ~~Related Calculation Day Billing Date~~ by paying to the Biller, on or before 9:00 a.m. (Toronto time) on the twenty-first (21st) day immediately following such ~~Related Calculation Day Billing Date~~ (the "Payment Date") the ~~Settlement~~ Payment Amount for such ~~Related Calculation Day Billing Date~~, all in accordance with ~~the Trust Agreement Sections 4.2.2 and 4.2.3~~. The ~~'Settlement'~~ "Payment Amount" shall be an amount equal to: (a) the Actual Billed Amount for such ~~Related Calculation Day Billing Date~~, multiplied by (b) the ~~Scheduled Settlement~~ Biller Percentage, as adjusted in accordance with the terms of this Agreement. ~~4.2.2 — Upon, and subject to, the Biller's receipt of the Settlement Amount, the Biller shall immediately thereafter transfer to the Company all of its Beneficial Interest relating to the Biller Receivables billed on such Related Calculation Day. In order to effect the transfer of such Beneficial Interest to the Company from a Biller, the Company shall, unless the Company has received from a Biller no later than the close of business on the Business Day immediately following the relevant Payment Date a statutory declaration delivered pursuant to Section 4.5(b) of the Trust Agreement, concurrently and irrevocably re-direct the Trustee to pay any Scheduled Payment Amount otherwise payable to the Biller in respect of its Beneficial Interest for the relevant Related Calculation Day to the Company on or before the close of business on the relevant Payment Date. In the event of delivery of such a statutory declaration, the provisions of the Trust Agreement shall apply to the payment of the applicable Scheduled Payment Amount.~~ Notwithstanding the foregoing, if the Payment Date is not a Business Day, payment shall be made on the first Business Day next following such ~~day~~ date.

4.2.2 The Company shall pay the Payment Amounts to which the Biller is entitled pursuant to Section 4.2.1 to the account designated by the Biller pursuant to Section 4.7.1.

4.2.3 Upon, and subject to, the Biller's receipt of the Payment Amount, the Biller shall immediately thereafter absolutely, unconditionally and irrevocably transfer to the Company all of its Receivables Entitlements relating to the Biller Receivables billed on such Billing Date. Each of the parties hereto hereby confirms that any transfer of Receivables Entitlements made pursuant to this Section 4.2.3 is intended to constitute an absolute, unconditional and irrevocable transfer, assignment and conveyance of an interest in property and is not intended by the parties to be, and should not be construed as, a loan, or other form of indebtedness owing to the Company or the Biller.

4.2.4 The Biller acknowledges and agrees that the Company (i) may register and file this Agreement and all instruments supplementary or ancillary hereto or thereto, or financing statements or other documents in respect thereof, in each province and territory of Canada where registration thereof may be necessary or of material advantage in preserving, protecting or perfecting the transfer, assignment and conveyance to the Company of the Receivables Entitlements made pursuant to this Agreement or may maintain and rely on its existing registrations or filings against the Biller in any province or territory of Canada to preserve, protect or perfect such transfer, and (ii) may renew such registrations and filings and make such additional registrations and filings and obtain any required approvals from time to time as and

when required. The Company shall provide to the Biller copies of each such registration or filing made by the Company after the date hereof.

4.2.5 The Biller shall promptly, and in any event prior to the Company commencing to provide any of the Billing Services, cause each Priority Lien Holder to execute and deliver to the Company a postponement and subordination agreement substantially in the form attached to this Agreement as Appendix "H" or otherwise in form and substance satisfactory to the Company (the "Required Postponement and Subordination Agreement"). The Biller acknowledges and agrees that its failure to cause any Priority Lien Holder to execute and deliver a Required Postponement and Subordination Agreement within thirty (30) days of the receipt by the Biller of a written notice from the Company requiring the execution and delivery of a Required Postponement and Subordination Agreement by such Priority Lien Holder shall constitute an Event of Default by the Biller pursuant to Section 8.6(c) and that the existence of a Priority Lien Holder may constitute an Event of Default by the Biller pursuant to Section 8.6(g) in respect of the representation and warranty made by the Biller pursuant to Section 7.1(f).

4.3 Fees

Amounts payable by the Biller to the Company pursuant to, and in accordance with, this Agreement include the following:

- (a) for Billing Services rendered by the Company to the Biller hereunder, the Billing Fee;
- (b) the Pre-Payment Amount, if any, which will be payable by the Biller to the Company contemporaneously with the entering into of this Agreement, and the Company shall setoff all Billing Fees invoiced to the Biller hereunder against such Pre-Payment Amount until the Pre-Payment amount has been reduced to zero; and
- (c) Corrective Costs.

Each of the foregoing fees may be amended from time to time in the manner contemplated in this Agreement.

4.4 Monthly Reconciliation

4.4.1 On or before the fifth (5th) Cycle Day of each Billing Period, the Company shall perform a reconciliation of the Actual Billed Amounts for the immediately preceding Billing Period (a "Reconciliation"), taking into account any adjustments required as a result of (i) any At-Issue Amounts for which the Company has not previously taken into account an adjustment pursuant to this Section 4.4 and (ii) any Deemed Proceeds that are allocated to the Biller Receivables of the Biller during such Billing Period.

4.4.2

To the extent the Reconciliation indicates that the aggregate **SettlementPayment** Amount paid to the Biller during the Billing Period is greater than the Adjusted Settlement (~~as defined below~~) for such Billing Period, the Company shall be entitled to deduct or net out such overpayment from the **SettlementPayment** Amount otherwise to be paid to the Biller in accordance with this Agreement. For purposes of this Section 4.4, "**Adjusted Settlement**" shall be an amount equal to the aggregate **SettlementPayment** Amount for the relevant Billing Period adjusted, where applicable (without duplication) (i) in accordance with Section 7.6(c)(iii) hereof to account for any At-Issue Amount, (ii) to account for any Deemed Proceeds allocated to the Biller Receivables of the Biller during such Billing Period, and (iii) to account for any amounts owing by the Biller pursuant to Section 4.6 hereof.

4.5 Monthly Statements

On or before the sixth (6th) Cycle Day of each Billing Period, the Company shall issue to the Biller a statement (the "**Monthly Statement**") for the immediately preceding Billing Period which sets forth any amounts owed to the Company by the Biller resulting from the Reconciliation or for Corrective Costs, which amounts shall, on the third (3rd) Business Day following the date of the Monthly Statement, be set-off against the **SettlementPayment** Amount to be paid by the Company to the Biller on such Business Day. In the event that the amount to be set-off pursuant to the preceding sentence is greater than the **SettlementPayment** Amount to be paid on such Business Day, the Company shall set-off any such residual amount against the **SettlementPayment** Amount to be paid by the Company to the Biller on the Business Day immediately following, and so on, until all such amounts owed to the Company by the Biller as a result of such Reconciliation are recovered. For certainty, the Monthly Statement shall also include the basis of calculation of any At-Issue Amount and any Adjusted Settlement.

4.6 Fee Invoices

On or before the sixth (6th) Cycle Day of each Billing Period, the Company shall issue to the Biller an invoice (the "**Fee Invoice**") which sets forth any amounts owed to the Company by the Biller in respect of the Billing Fees or any other charges payable by the Biller pursuant to this Agreement, together with all Taxes payable by the Biller thereon, or otherwise payable by the Biller pursuant to Section 5.1, for the immediately preceding Billing Period. For certainty, the Fee Invoice shall include details of the basis of calculation of the Billing Fee including (a) the number of Service Bills that included Distribution Charges delivered in the relevant month, and (b) the number of Service Bills that did not include Distribution Charges delivered in such month. Any Billing Fees, Corrective Costs and any other charges payable by the Biller pursuant to this Agreement, together with Taxes payable by the Biller thereon, as set forth on any Fee Invoice that are not paid by the Biller within thirty (30) days of the date of such invoice may be set-off against the **SettlementPayment** Amount otherwise to be paid by the Company to the Biller during the next following payment period.

4.7 Method of Payment

4.7.1 By Bank Transfer – Except as otherwise provided herein or agreed by the Parties, all payments made under this Agreement by the Company to the Biller or by the Biller to

the Company shall be made by bank transfer (by electronic or other means) to an account designated from time to time by the Biller to the Company or the Company to the Biller, as applicable and, other than as expressly set forth herein, shall be made in full, without set-off or counterclaim, and free of and without deduction or withholding.

- 4.7.2 Optional Set-Off – Notwithstanding the provisions of Section 4.7.1, if the Biller provides to the Company: (A) a notice that the Company is to set-off payment of the Fee Invoice against payment to the Biller of the ~~Settlement~~Payment Amount; and (B) such direction or authorization addressed to the Company ~~and the Trustee~~; then the Company will take steps to effect such set-off as soon as is reasonably practicable, and any such set-off shall be considered to be an adjustment to the ~~Settlement~~Payment Amount otherwise required to be paid by the Company.

4.8 Management Reports

The Company shall provide the Biller with the management and operating reports regarding the performance of the Billing Services in the format and frequency set out in the Open Bill Manual. The Parties shall meet to discuss such reports on an as-required basis. The Biller may request additional reports and, if the Company agrees to prepare same, such reports shall be prepared at the expense of the Biller. Any additional reports which the Company, may, in its discretion, produce from time to time in connection with its provision of billing services generally may be provided to the Biller at no additional charge to the Biller.

4.9 Biller's Examination of Books and Records

Subject to Applicable Laws, the Biller shall have the right, at its own cost and upon reasonable prior notice to the Company during the usual business hours of the Company and, in any event, no more than twice per calendar year, to examine and review the books and records (in any form whatsoever) of the Company that relate solely to the delivery of Billing Services hereunder (the "Company Records") to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. For these purposes, the Biller shall have the right, at its own cost, to use such external advisers and representatives to perform such examination, provided that such advisers and representatives must first agree to be bound by a confidentiality agreement in respect of the Company Records, which agreement shall contain such terms as the Company may reasonably require. Such Company Records shall be maintained in accordance with the records retention policies of the Company from time to time in effect and in accordance with Canadian generally accepted accounting principles. Any Company Records provided by the Company shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Biller or its external advisers or representatives without the prior written consent of the Company.

4.10 Company's Request for Documentation

- 4.10.1 Right to Examine Biller Records - Subject to Applicable Laws, (A) if the Company determines, acting reasonably and in good faith, that the Biller has failed or may have failed to perform or observe any of the obligations referred to below in this Section 4.10, or (B) if there occurs a Customer Billing Dispute as contemplated in Section 7.6, or (C) if, at any time, the Company, acting reasonably, elects to audit or to verify that the

Biller has complied with or is complying with any of its covenants, obligations, representations or warranties in Section 2.6 or Section 7.1, then the Company shall have the right to examine and review, and the Biller shall, within seven (7) Business Days of a receipt of a request from the Company therefore, deliver to the Company, such evidence (the "**Biller Records**") as the Company considers necessary to verify the Biller's compliance with such covenants, obligations, representations or warranties.

4.10.2 Maintenance of Biller Records - Such Biller Records shall be maintained by the Biller in accordance with commercially reasonable records retention policies of parties in similar circumstances. Any Biller Records provided by the Biller shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Company or its external advisors or representatives without the prior written consent of the Biller.

4.10.3 Right to Contact Customers - In fulfillment of its rights under this Section 4.10, the Company shall also be entitled to contact and communicate with: (i) any Customer or former Customer with respect to any matter in issue between the Biller and such Customer or former Customer, or (ii) any person who has made a complaint to the Company, if such matter relates to the Customer Services, the Billing Services, the Biller's covenants, obligations, representations or warranties under this Agreement, or is otherwise the subject of this Agreement.

4.10.4 Informing Biller - If the Company intends to take any action or to enforce any of its rights in respect of the Biller pursuant to Sections 8.4 or 8.8 as a result of the Company's review of the Biller Records or its communication with any Customer, former Customer or other person, in either case pursuant to this Section 4.10, then, the Company shall ask such person for their consent to disclose all or part of the relevant information to the Biller and, subject to obtaining any necessary consent from such person, the Company shall disclose to the Biller the relevant information and other documentation (including any available call recordings) which the Company has obtained in respect of the Biller or its activities and upon which it is relying in taking such action or enforcing such right.

4.11 **Scheduled Cycle Days**

The Company shall provide the Biller ~~and Trustee~~ with a copy of its scheduled Cycle Days for each fiscal year of the Company during the Term, prior to the commencement of such fiscal year. For certainty, the Company reserves the right in its sole discretion to amend any such schedule at any time and from time to time during the Term, provided that it will deliver an updated schedule to the Biller ~~and the Trustee~~ as soon as reasonably practicable but in any event prior to the effective date of any such amendment and provided it amends such schedule for all parties under contract with the Company for the provision of services similar to the Billing Services.

ARTICLE V – TAXES AND RECOURSE FOR NON-PAYMENT**5.1 Taxes and Other Charges**

Any Taxes which may become payable on services provided and amounts invoiced pursuant to this Agreement shall be borne and paid by the Biller. The Company shall not make any refund or credit to the Biller of GST/HST in respect of any subsequent reductions to the Billing Fee. The Biller shall be responsible to remit to the relevant Governmental Authority as and when required by Applicable Laws, any Taxes payable by Customers in respect of Customer Services including GST/HST. For certainty, in the absence of specific provisions providing to the contrary, the payor (be it the Company or the Biller) of any payment (including payments effected through set-off and/or discount) will pay, in addition to the payment, any applicable GST/HST imposed on the payor. If, as a result of an amendment or proposed amendment to applicable commodity tax legislation or a Governmental Authority's change in administrative practices regarding same, the sales tax implications of any of the payments under the Agreement are materially altered, the Parties will work together in good faith to restructure the billing and collection arrangements under this Agreement to optimize the sales tax consequences for both Parties.

5.2 Interest on Overdue Amounts

5.2.1 By Customers - Any amount owing pursuant to a Service Bill by a Customer that is not paid on or before the date on which it is due shall be subject to the Company's standard late payment provisions as approved by the OEB from time to time and as recited in the Service Bill. The Parties ~~hereby~~ acknowledge and agree that any amounts received by the ~~Trustee~~Company from Customers in respect of interest or other penalty charges levied in accordance with such late payment provisions of the Company shall not comprise part of the Actual Billed Amount ~~nor the Trust Property~~, but rather shall be the exclusive property of the Company ~~to be distributed to the Company in accordance with the Trust Agreement.~~

5.2.2 By the Company or the Biller - Any amount to be paid by the Company to the Biller or to be paid by the Biller to the Company that is not paid on or before the date on which it is due shall thereafter bear interest at an annual rate equal to the prime rate of interest of the Toronto Dominion Bank (Toronto, Main Branch) on the due date plus one per cent (1%), from the date on which it is due until payment in full. For certainty, the Company agrees that no interest shall accrue where the Company fails to set-off against the ~~Settlement~~Payment Amount (in the manner contemplated in this Agreement) any amounts owing to the Company by the Biller under this Agreement.

5.3 Limited Recourse Against the Biller

5.3.1 The Company acknowledges that its recourse with respect to the payment of any amounts by a Customer pursuant to a Service Bill shall, except as specifically contemplated in this Section 5.3, be limited to it ~~or the Trustee~~ making and enforcing a claim against the Customer. Subject to ~~the Trust Agreement,~~Section 5.3.2 and Section

7.6 hereof ~~and the following sentence~~, the Company shall have no recourse against the Biller with respect to the payment of any amounts by a Customer pursuant to a Service Bill.

5.3.2

If the Biller, upon receipt of a request from the Company therefore, is unable or unwilling to provide to the Company satisfactory evidence ~~of a valid credit check for any Customer as contemplated in Section 2.6~~ that any Customer (as identified by the Company, from time to time) meets the Minimum Credit Rating requirement, if applicable pursuant to Section 2.6.1(m), and the Company is unable, after exercising its normal or usual degree of diligence, to collect any amount owing by such Customer in respect of any Customer Services within sixty (60) days of the date of the relevant original invoice to such Customer, then the Company shall be entitled to claim against the Biller for such amount, and the Biller hereby authorizes the Company to set off, appropriate and apply any amount owing by the Company to the Biller pursuant to this Agreement against the amount owing by such Customer.

5.4 Authority to Recover Payment

The Biller ~~has hereby~~ irrevocably ~~appointed~~ appoints the ~~Trustee Company~~ as the Biller's lawful attorney, with full authority in the name and on behalf of the Biller, its successors and assigns, but for the benefit of the Biller, its successors and assigns, to ~~sue for collect~~ and to recover from each Customer the amounts owing under each Service Bill delivered to such Customer. Such authority shall be in addition to, and not in substitution for, any rights the Company may have in law to enforce or recover payment, including the right to suspend gas deliveries.

ARTICLE VI – CHANGES AND MODIFICATIONS

6.1 Changes to Billing Services

The Open Bill Manual may be amended from time to time by the Company, in its sole discretion and acting reasonably, on not less than sixty (60) days prior notice to the Biller detailing the nature and extent of ~~the change~~ any such amendment or amendments, provided that:

- (a) each such amendment is applicable to all third parties under contract with the Company for the provision of services similar to the Billing Services,
- (b) the implementation of such amendment will have no material adverse effect on the Billing Services or the Service Levels, or, in the case of any amendment to the list of Billing Services, will have no material adverse effect on the Biller,
- (c) in the case of a proposed change to the products and/or services included as Customer Services (currently referred to in the Open Bill Manual as a 'Biller Type Code' or BTC), a Customer Service will not be removed from the list of Customer Services, ~~if such Customer Service is being offered by any Biller to any of its Customers, on less than three (3) months prior notice, and unless such~~

Customer Service appears on one half of one percent (0.5%) or fewer of the Service Bills rendered by the Company in any billing cycle, and

- (d) in the case of a proposed amendment to the Financial Assurances Policy, the implementation of such amendment will have no material adverse effect on the Biller.

Any such amendment for which the Biller has been provided such notice shall, for all purposes of this Agreement be, and be deemed to be, a part of the Open Bill Manual effective as of the date set forth in such notice and the rights and obligations of the Biller and the Company hereunder shall be amended accordingly and the Biller covenants and agrees to comply with such amendments thereafter. The Company may, in its sole discretion, expand the list of Customer Services upon the request of a Biller.

6.2 Charges Payable by Customers

Subject to the following terms of this Section 6.2, the Biller may increase or decrease charges for the Customer Services which are to be billed by the Company to Customers pursuant to this Agreement. Where the Biller has provided to the Company a 'rate ready' list of standard rental or similar charges to be billed to its Customers, then each increase or decrease in such charges shall become effective not later than the date of the Customer's second Service Bill after the Company receives such notice or, if a later date is specified, then such later date.

6.3 Changes to Billing Fee

The Billing Fee may, at the Company's sole discretion, be adjusted in the manner and by the amount described in the Billing Fee Adjustment.

6.4 Most Favoured Customer

Where (A) the Company enters, or has entered, into an Open Bill Access Billing and Collections Services Agreement with any other ~~third~~ party receiving the Billing Services (a "**Third Party Open Bill Agreement**"), and (B) the Billing Fee in such Third Party Open Bill Agreement is lower than the then current Billing Fee set out in this Agreement, then (C) the Billing Fee set out in this Agreement shall be downwardly adjusted by the Company to equal such lower Billing Fee, effective as of the later of (i) the effective date of this Agreement and (ii) the effective date of such Third Party Open Bill Agreement.

ARTICLE VII – REPRESENTATIONS, INDEMNITIES AND DISPUTES

7.1 Representations and Warranties by the Biller

The Biller hereby represents and warrants to the Company, on a continuous basis, as follows and acknowledges that the Company is relying upon the accuracy of each of such representations and warranties in connection with the execution of this Agreement by the Company and the acceptance of its rights and obligations hereunder:

- (a) at the date hereof and at all times during the Term all necessary action has been taken by the Biller to authorize the execution, delivery and performance by the Biller of this Agreement and ~~the Trust Agreement and each of this Agreement and the Trust~~ this Agreement constitutes a legal, valid and binding obligation enforceable against the Biller in accordance with its terms;
- (b) the Biller has all necessary right, power and authority to transfer to the Company all of its ~~Distribution~~ Receivables Entitlements in the manner ~~contemplated hereby, and on the terms, provided for in this Agreement;~~
- (c) in all material respects, each Customer Services Agreement has been entered into in accordance with, and complies with, the *Consumer Protection Act* and, to the Biller's knowledge, is valid and binding on all of the parties thereto, and each such Customer Services Agreement shall be in full force and effect, for as long as the Company provides Billing Services in respect of such Customer Services Agreement;
- (d) the Biller has clearly and unambiguously established the charges for the Customer Services being, or to be, billed to each Customer pursuant to the relevant Customer Services Agreement as required by Applicable ~~Law~~ Laws, including the Consumer Protection Act;
- (e) all Customer account and other information provided or made available to the Company by the Biller from time to time shall be correct and complete in every material respect;
- (f) at the time of any transfer to the Company by the Biller of any ~~Distribution~~ Receivables Entitlements ~~of the Biller or Beneficial Interest~~ relating to Biller Receivables as contemplated in this Agreement, including pursuant to Section 4.2, the Biller has good title thereto and is entitled to so transfer such ~~Distribution~~ Receivables Entitlements ~~or Beneficial Interest, as the case may be,~~ without notice to or consent of the relevant Customer or any other party, and each such transfer shall be made free and clear of all Liens (other than Permitted Liens);
- (g) the Biller is solely responsible to provide to the Company all the necessary and correct information required by the Company in respect of each Customer to permit the Company to fulfill its obligations under this Agreement and the Company is entitled to rely solely on such information in that regard;
- (h) each Customer Services Agreement (i) does not expressly contemplate or permit any right of deduction or set-off pursuant to invoices; (ii) does not allow for any grace period in making payments thereunder; and (iii) includes the obligation of the Customer to make regular payments during the period and at the rate set out therein and communicated to the Company as contemplated herein; and

- (i) the Biller will remit to the relevant Governmental Authority all Taxes payable by Customers in respect of Customer Services in accordance with Section 5.1 of this Agreement.

7.2 Representations and Warranties by the Company

The Company hereby represents and warrants to the Biller, on a continuous basis, as follows and acknowledges that the Biller is relying upon the accuracy of each of such representations and warranties in connection with the execution of this Agreement by the Biller and the acceptance of its rights and obligations hereunder:

- (a) at the date hereof and at all times during the Term all necessary action has been taken by the Company to authorize the execution, delivery and performance by the Company of this Agreement and ~~the Trust Agreement and each of this Agreement and the Trust~~ this Agreement constitutes a legal, valid and binding obligation enforceable against the Company in accordance with its terms;
- (b) the Company has all necessary right, power and authority to purchase from the Biller the ~~Distribution~~ Receivables Entitlements and to render accounts to and receive payments from the Customers in accordance with the provisions of this Agreement;
- (c) subject to the terms and conditions hereof, the Company shall be solely responsible for obtaining, at its own expense, rights to use the necessary customer information and billing services systems as required to provide the Billing Services contemplated herein; and
- (d) the employees, agents or subcontractors of the Company who will be providing the Billing Services shall possess such skills and qualifications as are necessary or desirable for the performance of the Billing Services.

7.3 Indemnity

7.3.1 Indemnification of the Company - The Biller hereby agrees to save harmless and indemnify the Company, its directors, officers, employees and agents (the "**Company Indemnified Parties**") from and against all damage, loss, deficiency, cost, liability and expense to the Company, howsoever caused, which the Company may suffer or incur as a result of, in respect of or arising out of:

- (a) any material breach of this Agreement by the Biller;
- (b) any breach by the Biller of any of the covenants set out in Section 2.6 or Section 5.1 or any of the representations and warranties set out in Section 7.1;

- (c) the failure by the Biller to satisfy its obligations to Customers in connection with any of the Customer Services;
- (d) the negligence or wilful misconduct of the Biller, or any of the Biller's employees or agents or other persons acting on the authority or with the permission of the Biller;
- (e) a Customer Billing Dispute, including any At-Issue Amount; and
- (f) any breach by the Biller whatsoever of any confidentiality and/or privacy obligations set forth in this Agreement.

Notwithstanding the foregoing or any provision of this Agreement to the contrary, in no event shall the Biller have any duty to indemnify, defend or hold harmless any Company Indemnified Party for the negligent or intentional act or omission of any Company Indemnified Party.

7.3.2 Indemnification of the Biller - The Company hereby agrees to save harmless and indemnify the Biller, its directors, officers, employees and agents (the "**Biller Indemnified Parties**") from and against all damage, loss, deficiency, cost, liability and expense to the Biller, howsoever caused, which the Biller may suffer or incur as a result of, in respect of or arising out of:

- (a) any material breach of this Agreement by the Company;
- (b) any breach by the Company of any of the covenants set out in Section 2.7 or any of the representations and warranties set out in Section 7.2;
- (c) the negligence or wilful misconduct of the Company, or any of the Company's employees or agents or other persons acting on the authority or with the permission of the Company; and
- (d) any breach by the Company whatsoever of any confidentiality and/or privacy obligations set forth in this Agreement.

Notwithstanding the foregoing or any provision of this Agreement to the contrary, in no event shall the Company have any duty to indemnify, defend or hold harmless any Biller Indemnified Party for the negligent or intentional act or omission of any Biller Indemnified Party.

7.4 Third Party Claim

If a Company Indemnified Party or a Biller Indemnified Party (in either case, the "**Indemnified Party**") receives notice of the commencement of any claim by any Person who is not a party to this Agreement in respect of which the Indemnified Party intends to make a claim under either Section 7.3.1 or 7.3.2, as applicable, (other than a Customer Billing Dispute, which shall be dealt with in the manner contemplated by Section 7.6 hereof), the Indemnified Party shall promptly notify the other Party (in this instance, the "**Indemnifier**"). Such notice to the Indemnifier must describe in writing the

third party claim in reasonable detail and indicate, to the extent reasonably practical, the estimated amount of the loss that has been or may be sustained by the Indemnified Party. The Indemnifier will then have a period of sixty (60) days within which to satisfy such third party claim, upon the prior written approval of the Indemnified Party of such settlement. Failing any settlement of the third party claim, the Indemnifier shall within ten (10) days of the end of such period give notice to the Indemnified Party as to whether it intends to dispute such third party claim and participate in or assume the defense thereof or not so dispute, participate in or assume. If the Indemnifier fails to provide such notice, the Indemnifier will be deemed to have provided notice that it will not so dispute, participate in or assume.

7.5 Limitations

- 7.5.1 Subject only to Subsection 7.5.2, and notwithstanding any other provision of this Agreement, (A) the liability of each Party and their respective directors, officers, employees and agents to the other Party, whether founded in tort or breach of contract or otherwise, shall be limited to the loss sustained by such other Party as a result of direct damage sustained by such other Party, and (B) each Party's maximum aggregate liability to the other Party under any provision of this Agreement, whether founded in tort or breach of contract or otherwise, shall not exceed an amount equal to the last twelve (12) months of Billing Fees paid under this Agreement, or, where less than twelve (12) months have elapsed, twelve (12) times the average of the monthly fees paid or payable by the Biller during such shorter period.
- 7.5.2 The limitation in Subsection 7.5.1 shall not apply in respect of: (A) the obligation of the Company to pay any ~~Settlement~~[Payment](#) Amount to the Biller as provided in this Agreement, (B) the liability of either party for a breach of its obligations under Article X; and (C) the liability of a party for any claim to the extent arising as a result of (i) the fraud, gross negligence or wilful misconduct of such party, or (ii) the misappropriation, unlawful disclosure, or use of a third-party's intellectual property (except that the exception in clause 7.5.2(C)(ii) shall not apply in respect of the Biller's use of certain software made available to the Biller by the Company as contemplated in Subsection 3.3.2).
- 7.5.3 For certainty, (A) a Party shall not be liable for any indirect or consequential losses, including loss of profits, business interruption losses, or any losses as a result of claims by third parties, and (B) in no event shall a Party be liable for any aggravated or non-compensatory damages, including punitive or exemplary damages, whether by statute, in tort or contract.
- 7.5.4 The limitation in Subsection 7.5.3 shall not apply in respect of: (A) the liability of either party for a breach of its obligations under Article X; and (B) the liability of a party for any claim to the extent arising as a result of the misappropriation, unlawful disclosure, or use of a third-party's intellectual property (except that the exception in clause 7.5.4(B) shall not apply in respect of the Biller's use of certain software made available to the Biller by the Company as contemplated in Subsection 3.3.2).

7.6 Disputes between Customer and Biller

The following provisions shall apply if any Customer shall: (A) make any claim in relation to any breach of a Customer Services Agreement by the Biller, or (B) cancel or repudiate a Customer Services Agreement or claim the right to do so, or (C) dispute the existence of a Customer Services Agreement, or (D) assert any counterclaim, defense, or offset against amounts due for the Customer Services, or refuse to pay any amount for which it is invoiced hereunder based on any of the foregoing (each, a "**Customer Billing Dispute**"):

- (a) the Company shall forthwith notify the Biller of the existence of the Customer Billing Dispute, and to the extent the Biller, rather than the Company, receives notice of the Customer Billing Dispute, the Biller shall forthwith notify the Company of the existence of such Customer Billing Dispute;
- (b) the Company shall notify the Biller of the particulars of each Customer Billing Dispute, including the At-Issue Amount, as and to the extent the Company becomes aware of such particulars;
- (c) the Company shall be entitled, in its sole and absolute discretion, at any time thereafter and upon notice to the Biller, to:
 - (i) not make any changes to the Service Bill for such Customer in respect of the relevant Customer Services, or the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; or
 - (ii) remove from the Service Bill for such Customer the relevant Customer Services, and the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; or
 - (iii) (A) remove from the Service Bill for such Customer the relevant Customer Services, and the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; and (B) as part of the relevant Reconciliation pursuant to Section 4.4, deduct or net out from the amount otherwise to be paid to the Biller an amount equal to the Customer Services charges (including applicable Taxes) at issue in the dispute (the "**At-Issue Receivable**") multiplied by the ~~Scheduled Settlement~~Biller Percentage (the product being the "**At-Issue Amount**"), which deduction or net-out shall reduce the Company's obligation to pay the ~~Settlement Payment~~ Amount by an amount equal to the At-Issue Amount; and (C) refund to the relevant Customer the full amount of any At-Issue Receivable, in respect of which the At-Issue Amount has been so deducted or netted-out; and (D) have such At-Issue Receivable removed from the Customer's bill; and (E) adjust the Company's records accordingly;

notwithstanding the Company's right in Subsection 7.6(c)(iii)(C) to refund to the Customer the full amount of the At-Issue Receivable, if the At-Issue Receivable which is part of the Customer Billing Dispute includes Customer Services charges which were billed to the Customer more than two (2) years prior to the date on which the notification is given pursuant to Subsection 7.6(a), then, except where the matter is the subject of litigation involving the Customer Billing Dispute, the Company shall not refund that part of such At-Issue Receivable which was billed to the Customer more than two (2) years prior to such notification date;

for certainty, if the Company takes the actions and exercises its rights as set out in Subsection 7.6(c)(i), it shall not be precluded, in its sole and absolute discretion at any time thereafter, from taking the action and exercising its rights as set out in Subsection 7.6(c)(ii) or Subsection 7.6(c)(iii), and if the Company takes the actions and exercises its rights as set out in Subsection 7.6(c)(ii), it shall not be precluded, in its sole and absolute discretion at any time thereafter, from taking the action and exercising its rights as set out in Subsection 7.6(c)(iii);

- (d) the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer, and
 - (i) where the Customer Billing Dispute is not in respect of any matter to which the Company determines, in its sole discretion, the Consumer Protection Act applies, then the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer within forty-five (45) days of the notification given pursuant to Subsection 7.6(a); or
 - (ii) where the Customer Billing Dispute is in respect of any matter to which the Company determines, in its sole discretion, the Consumer Protection Act applies, then the Company shall notify the Biller of such determination and the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer within fifteen (15) days of the notification given pursuant to Subsection 7.6(a);

in either case, the "**Resolution Period**";
- (e) if the Customer Billing Dispute is not resolved within the applicable Resolution Period, then the Company shall be entitled thereafter to take the actions and exercise its rights as set out in Subsection 7.6(c);
- (f) the Biller shall regularly and fully inform the Company regarding the status of each Customer Billing Dispute (including particulars of the matter at issue, the Biller's position and the reasons therefore, and how the Biller intends to resolve it), and, without limiting the foregoing obligation of the Biller, the Biller shall

fully inform the Company regarding such status of any Customer Billing Dispute within two (2) Business Days of receipt of a request from the Company in such regard;

- (g) at any time and from time to time, the Company may contact the Customer directly to discuss the status and particulars of the relevant Customer Billing Dispute;
- (h) if a Customer Billing Dispute is resolved, then the Biller shall forthwith so notify the Company, including the particulars of such resolution, and any amount to be billed to the Customer by the Company as a result of such resolution shall be treated in the usual manner under this Agreement;
- (i) a Customer Billing Dispute shall not be considered to have been resolved if the Company is notified by the Biller that a Customer Billing Dispute has been resolved, and the Company is subsequently advised by the Customer, or its representative, that the Customer Billing Dispute has not been resolved; and
- (j) in no event, and notwithstanding any action or inaction by the Company in respect thereof, shall the Company have any responsibility or liability with respect to any Customer Billing Dispute or any At-Issue Receivable or any action taken by the Company pursuant to this Section 7.6 or in respect of such Customer Billing Dispute, provided the Company has acted reasonably in the circumstance.

7.7 Disputes Between the Parties

7.7.1 Mechanism for Resolution of Disputes - With the exception of i) the exercise of rights by the Company pursuant to Section 7.6 or ii) the exercise of rights of termination pursuant to Sections 8.4 or 8.5, all disputes, claims, questions or differences between the Parties arising out of or in connection with this Agreement or its performance, enforcement or breach (each a "**Services Dispute**"), shall be resolved in the manner set out in this Section 7.7. For certainty, if the Company exercises its rights under Section 7.6 or if a Party gives to the other Party a notice pursuant to Section 8.4 or 8.5, then the Biller or such other Party, as the case may be, shall not be entitled to pursue resolution of any Services Dispute related thereto pursuant to this Section 7.7.

7.7.2 Notice of Dispute - A Party claiming that a Services Dispute has arisen must forthwith give written notice (a "**Dispute Notice**") to the other Party specifying the nature of the dispute, the relief sought and the basis for the relief sought.

7.7.3 Meeting between Parties - Within five (5) Business Days following delivery of a Dispute Notice by either Party, the Parties must commence the process of attempting to resolve the Services Dispute by referring such Services Dispute to their respective representatives within their organizations and shall cause their respective representatives to meet, discuss and negotiate in good faith with the intention of reaching a just and equitable solution satisfactory to both Parties.

7.7.4 Binding Arbitration - If the Services Dispute is not resolved to the satisfaction of the Parties within fifteen (15) Business Days after delivery of the Dispute Notice, then either Party may, upon notice to the other Party (the "**Arbitration Notice**"), at any time thereafter require the Services Dispute to be resolved by binding arbitration pursuant to this Section 7.7.4:

- (a) The Services Dispute shall be finally settled by arbitration in accordance with the provisions of the *Arbitration Act, 1991* (Ontario) based upon the provisions of this Section 7.7;
- (b) The arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Parties, acting reasonably, within ten (10) Business Days following delivery of the Arbitration Notice. If the Parties are unable to mutually agree on an arbitrator within such period, either Party may apply to a judge of the Ontario Superior Court of Justice to appoint an arbitrator. The arbitrator shall be qualified by education and training to rule upon the particular matter to be decided, shall be independent of each of the Parties and shall have reasonable experience in arbitrating business disputes;
- (c) The arbitrator shall be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within sixty (60) days of the receipt by one of the Parties of the Arbitration Notice;
- (d) The arbitration shall take place in Toronto, Ontario, and the language of the arbitration shall be English;
- (e) To the fullest extent permitted by Applicable Laws, any controversy concerning whether a Services Dispute is an arbitral matter or as to the interpretation or enforceability of this Section 7.7 shall be determined by the arbitrator. The arbitration award shall be given in writing and shall be final and binding on the Parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all related matters. The costs of arbitration include the arbitrator's fees and expenses, the provision of a reporter and transcripts, reasonable legal fees and disbursements and reasonable costs of preparation. After completion of the arbitration an action may be initiated by the Parties in court only for the purpose of enforcing the decision of the arbitrator and recovery of the costs incidental to the arbitration;
- (f) Subject to Article X, and except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise or as may be required by Applicable Laws, the Parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed beyond the arbitrator, the Parties, their counsel and any person necessary to the conduct of the proceeding; and

- (g) In no case shall the Company delay, cease or threaten to delay or cease the provision of any Billing Service pending the resolution of a Services Dispute, other than where the estimated aggregate monetary value of the then outstanding Services Disputes exceeds either 20% of the Billing Fee otherwise owing by the Biller to the Company for the relevant Billing Periods or 20% of the Actual Billed Amounts for the relevant Billing Periods (as applicable, depending on the nature of the Services Disputes(s)). Subject to the foregoing, pending the resolution of any Services Disputes, the Biller shall pay to the Company one-half of the Billing Fee plus applicable Taxes otherwise payable pursuant to Article IV in respect of the Billing Services provided by the Company that relate specifically to the Services Dispute. Following resolution of the Services Dispute, the Biller shall reimburse the Company for any underpayment and the Company shall reimburse the Biller for any overpayment, as the case may be, but in each case the payment shall be subject to interest at the rate provided in Section 5.2 calculated from the due date of the initial payment.

ARTICLE VIII – TERM AND TERMINATION

8.1 Term

Subject to the other terms and conditions of this Agreement, the term of this Agreement (the "Term") shall be deemed to have commenced on ~~Cycle Day 1, for the month of [●],~~ 2016 Effective Date and shall terminate on the earlier of (a) Cycle Day 21, for the month of ~~[●] March,~~ 2017, 2020, and (b) such earlier date as may be mutually agreed between the Parties, unless terminated prior to such date in accordance with the terms hereof.

8.2 Renewal

Subject to the other terms and conditions of this Agreement including Section 8.3, this Agreement shall be automatically renewed for successive periods of one year (each a "Renewal Term"), each Renewal Term commencing on Cycle Day 1, for the month of April of the then current year and terminating on Cycle Day 21, for the month of March of the next following calendar year, unless terminated prior to such date in accordance with the terms hereof.

8.3 Conditions of Renewal

This Agreement shall not be renewed automatically pursuant to Section 8.2 if:

- (a) the Biller is not in good standing under ~~(i) the Financial Assurances, if any, to be provided by the Biller pursuant to this Agreement or (ii) the Trust Agreement;~~
- (b) the Biller has not fully complied with its obligation to cause any Priority Lien Holder to execute and deliver to the Company the Required Postponement and Subordination Agreement within the time frame and otherwise as provided in Section 4.2.5;

(c) ~~(b)~~ the Biller is not otherwise in material compliance with all of its obligations, or the Biller is otherwise in material breach of any of its representations or warranties, set out in this Agreement or the Open Bill Manual; or

(d) ~~(c)~~ the Biller has not provided to the Company the Annual Forecast in accordance with this Agreement, where required to do so; provided that if the Biller has not so provided such Annual Forecast, where required, the Company shall notify the Biller and the Biller shall have seven (7) days following delivery of such notice to provide such Annual Forecast to the Company, and if the Biller does so, it shall be considered to have complied with such requirement.

8.4 Company's Rights of Early Termination

8.4.1

Subject to the other provisions of this Article VIII and in addition to the Company's rights of termination set out elsewhere in this Agreement, the Company shall have the right to terminate this Agreement:

- (a) if the Biller has not complied with its obligations under this Agreement, or has not acted in a good faith manner in the performance of its obligations under this Agreement or the provision of the Customer Services (all as determined by the Company in its sole discretion), then, at the expiry of the Term, or the then current Renewal Term, upon not less than six (6) months prior written notice to the Biller, to that effect;
- (b) at any time within one (1) year of the Company discovering the occurrence of an Event of Default of the Biller and upon written notice to the Biller that the Company is terminating this Agreement as a result of the occurrence of such Event of Default; ~~or~~
- (c) at any time, upon thirty (30) days prior written notice or such other notice period required by an order of the OEB, upon the occurrence of a regulatory change established by a Governmental Authority which causes, results in, requires or necessitates such termination. In such circumstances the Company shall, where it has determined in its sole discretion that it is in its best interests to do so, make reasonable efforts to co-operate with the Biller to maximize the notice period for any such mandatory termination; or
- (d) if the Biller has entered into any other open bill access billing and collection services agreement (or similar agreement) with any other related entity (whether such entity operates as an Affiliate of the Company or as another division of the Company), and there has occurred an 'Event of Default' (as defined in that other agreement) of the Biller pursuant to that other agreement, then upon written notice to the Biller to that effect.

8.4.2

Subject to the other provisions of this Article VIII and in addition to the Company's rights of termination set out elsewhere in this Agreement, the Company shall have the

right to terminate this Agreement at any time if the Company's open bill program is being combined or otherwise merged with any other open bill program, provided that the Company has provided the Biller:

- (a) at least twelve (12) months prior notice of its intention to combine or otherwise merge the Company's open bill program with such other open bill program; and
- (b) the opportunity to enter into an amended and restated, or otherwise revised, form of agreement to obtain billing services under such merged open bill program on the same terms and conditions as other billers participating in such merged open bill program.

and in such event, the Company shall provide the Biller with at least three (3) months prior notice of the date upon which such merged open bill program and such amended and restated, or otherwise revised, form of agreement will become effective.

8.5 Biller's Rights of Early Termination

Subject to the other provisions of this Article VIII and in addition to the Biller's rights of termination set out elsewhere in this Agreement, the Biller shall have the right to terminate this Agreement:

- (a) at the expiry of the Term, or the then current Renewal Term, upon not less than six (6) months prior written notice to the Company, to that effect; or
- (b) at any time within one (1) year of the Biller discovering the occurrence of an Event of Default of the Company and upon written notice to the Company that the Biller is terminating this Agreement as a result of the occurrence of such Event of Default; ~~or (c) at any time upon the termination of the Trust Agreement.~~

8.6 Events of Default

In addition to any other events set out in this Agreement, the occurrence of any one or more of the following events shall constitute a default by the Biller or the Company, as applicable, under this Agreement and shall be considered an event of default (an "**Event of Default**") if such default is not remedied prior to the expiry of the relevant notice period (if any) or the relevant cure period (if any) applicable to such default as hereinafter set out, or upon the occurrence of the relevant event if there is no notice or cure period applicable:

- (a) if (A) a Party fails to perform or observe any of its obligations under this Agreement on its part to be observed or performed, and (B) such failure is capable of being cured using reasonable diligence, and (C) such failure or breach shall continue unremedied following notice thereof (giving particulars of the failure in reasonable detail) from the non-defaulting Party to the defaulting Party: (1) for a period of thirty (30) days; or (2) if such failure or breach is also

an obligation of the Party under the *Consumer Protection Act*, and a shorter period is prescribed by the *Consumer Protection Act*, then such shorter period as is prescribed, or (3) such longer period as may be reasonably necessary to cure such failure, provided that the defaulting Party has demonstrated that:

- (i) it is proceeding with all due diligence to cure or cause to be cured such failure,
 - (ii) its proceedings can be reasonably expected to cure or cause to be cured such failure within a reasonable time frame acceptable to the non-defaulting Party, acting reasonably, and
 - (iii) it shall thereafter cure such failure with all due diligence and within the time frame acceptable to the non-defaulting Party, acting reasonably;
- (b) if the Biller fails to perform or observe its obligations, if any, set out in Section ~~2.6~~2.6.1(f) [Financial Assurances];
- (c) if the Biller fails to cause any Priority Lien Holder to execute and deliver to the Company any Required Postponement and Subordination Agreement within the time frame and otherwise as provided in Section 4.2.5;
- (d) ~~(c)~~ if (A) the Biller fails to perform or observe its obligations set out in any of Sections ~~2.6~~2.6.1(j) [Biller contact information], ~~2.6~~2.6.1(m) [assurance of Minimum Credit Ratings], 4.10 [Company's Request for Documentation] or 7.6 [Disputes between Customer and Biller], and (B) such failure is capable of being cured using reasonable diligence, and (C) such failure or breach shall continue unremedied following notice thereof (giving particulars of the failure in reasonable detail) from the Company to the Biller for a period of ten (10) days; except where such failure is a direct result of a failure of the Company to fulfill any of the Company's obligations hereunder;
- (e) ~~(d)~~ if the Biller fails to perform or observe its obligations set out in any of Sections ~~2.6~~2.6.1(b) [Name Restrictions], ~~2.6~~2.6.1(c) [Customer Service Agreement], ~~2.6~~2.6.1(d) [Verification Calls], ~~2.6~~2.6.1(g) [compliance with Applicable Laws], ~~2.6~~2.6.1(h) [compliance with privacy obligations], 2.6.2 [Use of Third Party Servicers], 4.10 [Company's Request for Documentation] or 7.6 [Disputes between Customer and Biller];
- ~~(i) — on three~~two (32) or more occasions ~~in any consecutive twelve (12)-month period, with respect to the same obligation; or (ii) — on an aggregate of ten (10) or more occasions in any consecutive twelve (12)-month period,~~ with respect to any of such obligations; and in respect of each of which failures the Company has provided a notice to the Biller, regardless of whether any of such failures have been remedied;

- (f) ~~(e)~~ if (A) the Biller fails to perform or observe any of its obligations under this Agreement on its part to be observed and performed, and (B) such failure has or shall have, or could reasonably be expected to have, an adverse effect on the Company (including the public's perception of the Company) or the Company's ability to deliver the Billing Services (in each case, in the sole discretion of the Company), ~~and (C) such failure shall continue unremedied following notice thereof (giving particulars of the failure in reasonable detail) from the Company to the Biller for: (1) a period of ten (10) days; or (2) such longer period as the Company, in its sole discretion, may agree;~~
- (g) ~~(f)~~ if any representation or warranty made by the Biller hereunder or any information provided by the Biller pursuant to this Agreement shall prove to have been incorrect or misleading in any respect when made, or at any time during the Term;
- (h) ~~(g)~~ if a compliance order is issued against or in respect of the Biller or the Biller is the subject of any other order made under the *Consumer Protection Act*;
- (i) ~~(h)~~ if a Party files a petition in bankruptcy, makes an application or files a petition seeking any re-organization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors or makes an assignment for the benefit of creditors, or if a receiver or receiver and manager, trustee or similar officer is appointed for the business or property of the Party or any part thereof, or if any involuntary petition, application or other proceeding under any bankruptcy or insolvency laws is instituted against the Party and is not stayed, otherwise enjoined or discharged within thirty (30) days;
- (j) ~~(i)~~ if any execution, distress or other enforcement process, whether by court order or otherwise, which would have a material adverse effect on the financial viability of a Party becomes enforceable against any property of such Party;
- (k) ~~(j)~~ if a Party commits any act of bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or is wound up; or
- (l) ~~(k)~~ if a Party ceases 'carrying on business in the ordinary course'; and for this purpose, a Party shall be considered to be 'carrying on business in the ordinary course' if it continues to meet all of its obligations and comply with all of its representations, in all material respects, under this Agreement and each Customer Services Agreement; ~~or~~
- ~~(l) if for any reason a Party ceases to be a party to the Trust Agreement; or~~
- ~~(m) if a Party fails to perform or observe any of its obligations under the Trust Agreement on its part to be observed and performed or is in breach of any of its representations or warranties made thereunder and such failure or breach shall~~

~~continue unremedied following notice thereof (giving particulars of the failure or breach in reasonable detail) from the non-defaulting Party to the defaulting Party, for a period of thirty (30) days, except where such failure is a result of a failure of the other Party to fulfil any of such other Party's obligations thereunder,~~

provided that each of the above-noted Events of Default have been inserted for the benefit of the non-defaulting Party and may be waived by the non-defaulting Party in whole or in part at any time by notice to the defaulting Party. The non-defaulting Party may, in its sole discretion, extend the period for the remediation of any such Event of Default (if any).

8.7 Effect of Expiration or Termination

8.7.1 Mutual Obligations - Notwithstanding the expiration or termination of this Agreement, for any reason, each Party shall:

- (a) continue to be liable to pay, on the terms herein specified, any amount accrued or accruing and payable by such Party to the other up to the time of termination; and
- (b) in good faith use commercially reasonable efforts to assist the other Party to provide for the transition of the Billing Services from the Company to a Person designated by the Biller.

8.7.2 Rights of Company – Upon the expiration or termination of this Agreement, for any reason, and notwithstanding, and without in any way limiting, any provision of this Agreement in furtherance hereof or to the contrary, for the period commencing on the earlier of:

- (i) the expiration date of this Agreement, and
- (ii) the date on which either Party gives notice to the other in accordance with the terms of this Agreement that it intends to terminate this Agreement pursuant to the terms hereof,

and continuing until the later of:

- (iii) six (6) Billing Periods following the end of the Termination Transition (if applicable), and
- (iv) one hundred and eighty (180) days following the last date on which any Billing Services are provided to the Biller (including any Billing Services provided during the Termination Transition, if any),

(the "**Run-Off Period**") the Company shall be entitled:

- (a) to exercise all of its rights, and the Biller shall continue to comply with all of its obligations, under Sections 4.10 and 7.6;
- (b) to the benefit of the Company's rights under Section 7.3.1;
- (c) to require that the Biller post and maintain (in addition to any other Financial Assurances already provided to the Company hereunder) an irrevocable Letter of Credit or cash equivalent in an amount established by the Company pursuant to Part 3 of Appendix "D" (the "**Run-Off Financial Assurances**"); and for certainty, such requirement may apply, in the Company's sole discretion, notwithstanding that the Biller may not have otherwise been required to provide any Financial Assurances pursuant to the provisions of Appendix "D" prior to the commencement of the Run-Off Period;
- (d) to liquidate or exercise all or any part of the Financial Assurances then held by or for the benefit of the Company (including the Run-Off Financial Assurances) free from any claim of set-off or otherwise or right of any nature whatsoever of the Biller in respect of any Customer Billing Dispute (including costs related to investigation, settlement and refund of Customer Billing Disputes) which arises during the Run-Off Period and which is not resolved to the satisfaction of the Company in its sole discretion; and
- (e) without demand for payment, and without any other formality, all of which are hereby waived by the Biller, at any time and from time to time, to set off, appropriate and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) or security, including any cash or other amounts at any time held by the Company, and any and all amounts to be remitted by the Company to the Biller, together with any other obligations (in whatever currency) at any time owing by the Company to or for the credit or the account of the Biller under this Agreement, against any and all of the obligations of the Biller to the Company now or hereafter existing under this Agreement, irrespective of whether or not the Company has made any demand under this Agreement and although such obligations of the Biller may be contingent or unmatured; and in this regard, each of the Parties hereto hereby waives, to the extent lawful, any "reasonable period" which may be imposed by a court prior to the exercise of such set-off, appropriation and application; and for certainty, the rights of the Company under this Subsection 8.7.2(e) are in addition to other rights and remedies (including other rights of setoff, consolidation of accounts and liens) that the Company may have; and the Company agrees to promptly notify the Biller at the time of or forthwith following any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application.

For certainty, the provisions of this Section 8.7.2 shall survive the expiration or termination of this Agreement for the duration of the Run-Off Period.

8.8 Additional Rights of Company on Event of Default

Upon the occurrence of an Event of Default of the Biller, in addition to any other rights it may have hereunder, the Company shall have the right, following written notice to the Biller of the Company's determination in this regard, to take any one or more of the following actions, as it may in its sole discretion determine necessary or appropriate:

- (a) suspension of the Billing Services, in whole or in part;
- (b) refusing to accept any new Customers for which Billing Services have been requested; or
- (c) making corrections or reversals to charges on Service Bills to correct Billing errors, including duplicate or erroneous charges.

8.9 Transition Plan

8.9.1 Termination Transition

- (a) Subject to Subsection 8.9.1(d), in connection with the expiration or termination of this Agreement for any reason or cause other than in accordance with Subsection 8.9.3, in accordance with this Article VIII the Company will, upon receipt of reasonable advance notice in respect thereof (the "**Transition Notice Period**"), co-operate with the Biller to effect the orderly transition and migration from the Company to the Biller (or a third-party service provider undertaking, on behalf of the Biller, to provide the Billing Services (the "**Third Party Provider**")) of all Billing Services then being performed by the Company (the "**Termination Transition**") provided that (i) all amounts owed by the Biller to the Company under this Agreement have been paid, except for those amounts which are subject to a dispute under Section 7.7, and that (ii) the Company is paid for any additional services as provided in this Subsection 8.9.1. The Termination Transition will be provided for a reasonable period of time as agreed by the Parties and in any event until the period ending ninety (90) days after the Final Billing Date (the "**Transition Period**"). The Biller will co-operate in good faith with the Company in connection with the Company's obligations under this Section 8.9 and will perform its obligations under the Transition Plan (as such term is defined below) and as set out in this Agreement.
- (b) In furtherance of the parties obligations in Subsection 8.9.1(a), the Company and the Biller will work together to develop a transition plan (the "**Transition Plan**") setting forth the respective tasks to be accomplished by each Party in connection with the Termination Transition and a schedule pursuant to which such tasks are to be completed, and the Billing Services to be provided by the Company, including the fees and expenses to be charged by the Company therefor in addition to those payable under this Agreement for Billing Services that continue to be provided or that are otherwise outstanding. In the event

the Company and the Biller are unable to agree upon a transition plan during the Transition Notice Period, the Standard Transition Plan will be implemented and the Company will at the time of such implementation notify the Biller as to the fees and expenses to be charged by the Company therefor in addition to those payable under this Agreement for Billing Services that continue to be provided or that are otherwise outstanding.

- (c) The Company will assist the Biller at the Biller's expense in the provision of the Biller's data in such formats as the Biller may reasonably require in order to facilitate the transition of such data to another system.
- (d) Notwithstanding Subsection 8.9.1(a), if the Company terminates the Agreement as a result of the occurrence of any Event of Default set out in ~~Subsections~~Subsection 8.6(b) or 8.6(c), then the Company shall only be obligated to provide transition assistance to the Biller for the period from (A) the date on which the Company provides the Biller notice that services under this Agreement will be terminated, until (B) the Final Billing Date, as provided in the Standard Transition Plan.

8.9.2 Transition Assurances

- (a) Prior to the Company providing any termination assistance to a Third Party Provider, as contemplated in Subsection 8.9.1(a), the Biller will cause the Third Party Provider to provide the Company with written assurances, in form and substance satisfactory to the Company acting reasonably, that the Third Party Provider (i) will maintain the confidentiality of any Company proprietary information incidentally or otherwise disclosed or provided to, or learned by, the Third Party Provider in connection with the Termination Transition and (ii) will use such information exclusively for the provision of applicable services for the Biller during the Termination Transition or, where such Third Party Provider is not a competitor of the Company, such longer period of time agreed to by the Company acting reasonably. The Company will provide the Biller with the form of confidentiality agreement which it would find acceptable in order to facilitate the Termination Transition.
- (b) For so long as this Agreement remains in effect and during the Termination Transition but subject to the last sentence of this Subsection 8.9.2(b), the Biller will pay to the Company the charges set forth in this Agreement and in the Transition Plan. If the Termination Transition provided by the Company under this Section 8.9 or the Transition Plan requires personnel or other resources in excess of those resources being provided by the Company under this Agreement at the effective date of expiration or termination, the Biller will pay the Company for such additional personnel and resources at the Company's then current commercial billing rates on such periodic basis as required by the Company.

8.9.3 Program Termination Transition

- (a) If the Company determines to terminate the 'Open Bill Program' for all billers who obtain Billing Services pursuant to an agreement in the form of, or substantially in the form of, this Agreement (collectively, the "**Program Billers**"), then the Company shall co-operate with the Biller to effect the orderly transition and migration from the Company to the Biller (or a third-party service provider undertaking, on behalf of the Biller, to provide the Billing Services) of all Billing Services then being performed by the Company pursuant to the program transition plan established by the Company pursuant to this Subsection 8.9.3.
- (b) Upon the Company determining to terminate the 'Open Bill Program' and following the Company providing notification to the Biller and all other Program Billers of such determination, the Company shall make reasonable efforts to consult with the Biller and all other Program Billers to establish a program transition plan which is generally acceptable to all Program Billers; provided that if the Company is not able to establish such a plan within sixty (60) days of such notification, then, subject only to paragraph (d) of this Subsection 8.9.3, the Company shall be entitled to establish such a program transition plan, as it may determine, in its sole discretion, most completely meets the requirements and requests of the Company and the Program Billers.
- (c) Upon the Company establishing the program transition plan, it shall notify the Biller and all other Program Billers thereof.
- (d) Notwithstanding to paragraph (b) of this Subsection 8.9.3, the transition services provided by the Company pursuant to the program transition plan (the "**Transition Services**") will be provided (A) in the same manner, *mutatis mutandis*, to all Program Billers and (B) to the Biller for the longer of (i) twelve (12) months following delivery of notification of the program transition plan pursuant to paragraph (c) of this Subsection 8.9.3, and (ii) the longest period of time for which the Company provides such Transition Services to any of the Program Billers.
- (e) The Biller will co-operate in good faith with the Company in connection with the Company's obligations under this Subsection 8.9.3 and will perform its obligations in connection with any such Transition Services. The Company's obligation to provide Transition Services shall be subject to the Biller's continued compliance with the relevant terms and conditions of this Agreement.

ARTICLE IX – FINANCIAL ASSURANCES AND INSURANCE

9.1 Requirement for Financial Assurances

Contemporaneously with the execution of this Agreement and at any time during the Term, the Transition Period and the Run-Off Period, the Company may, upon notice to the Biller, require the Biller to provide the Company, and the Biller shall provide if the Company so requests, financial assurances in respect of the Biller's obligations hereunder in the amount and of the type required by the Company (the "**Financial Assurances**"), all in accordance with the terms set out in Appendix "D". Initially, the Financial Assurances required by the Company to be provided by the Biller shall be those set out in Appendix "D".

9.2 Nature of Financial Assurances

Any request for such Financial Assurances shall be based upon the creditworthiness of the Biller (or such other criteria as may be set out in this Agreement or the Open Bill Manual), and shall be consistent with the Company's then current 'Financial Assurances Policy for Open Bill Services', and which Policy shall be a part of the Open Bill Manual. Such Financial Assurances may consist of an irrevocable letter of credit in a form and from an issuer acceptable to the Company and/or such other security as the Company may specify. Such Financial Assurances may relate to the Biller's obligations hereunder or to the Biller's requests of the Company for an extension of the Term or for other revisions to the terms hereof.

9.3 Realization Upon Financial Assurances

The Company shall be entitled to realize upon any Financial Assurances in the manner and to the extent provided for and set out in this Agreement, including Appendix "D", and such Financial Assurances.

9.4 Insurance

9.4.1 Biller Insurance – The Biller shall, at its own expense, maintain and keep in full force and effect during the Term commercial general liability insurance having a minimum inclusive coverage limit, including personal injury and property damage, of at least two million dollars (\$2,000,000). Subject to the terms of the following sentence, the Company shall be added as an additional insured in the Biller's insurance policy, which should be extended to cover contractual liability, products/completed operations liability, owner's/contractor's protective liability and must also contain a cross-liability clause. The Biller shall, forthwith after entering into this Agreement, and from time to time thereafter at the request of the Company (but no more often than twice per year), furnish to the Company a memorandum of insurance or an insurance certificate setting out the terms and conditions of each policy of insurance (all such policies of insurance being hereinafter described as the "**Biller Insurance Policies**") maintained by the Biller in order to satisfy the requirements of this Section 9.4.1. The Biller shall arrange the Biller Insurance Policies with insurers acceptable to the Company, acting reasonably.

The Biller shall not cancel, terminate or materially alter the terms of any of the Biller Insurance Policies without giving prior notice in writing to, and obtaining the consent of, the Company. The Biller shall cause or arrange for each of the insurers under the Biller Insurance Policies to oblige itself contractually in writing to the Company to provide thirty (30) days prior notice in writing before cancelling or terminating the Biller Insurance Policies under which it is an insurer.

- 9.4.2 Company Insurance – The Company shall, at its own expense, maintain and keep in full force and effect during the Term commercial general liability insurance having a minimum inclusive coverage limit, including personal injury and property damage, of at least two million dollars (\$2,000,000). Subject to the terms of the following sentence, the Biller shall be added as an additional insured in the Company's insurance policy, which should be extended to cover contractual liability, products/completed operations liability, owner's/contractor's protective liability and must also contain a cross-liability clause. The Company shall from time to time at the request of the Biller (but no more often than twice per year), furnish to the Biller a memorandum of insurance or an insurance certificate setting out the terms and conditions of each policy of insurance (all such policies of insurance being hereinafter described as the "**Company Insurance Policies**") maintained by the Company in order to satisfy the requirements of this Section 9.4.2. The Company shall not cancel, terminate or materially alter the terms of any of the Company Insurance Policies without giving prior notice in writing to, and obtaining the consent of, the Biller. The Company shall cause or arrange for each of the insurers under the Company Insurance Policies to oblige itself contractually in writing to the Biller to provide thirty (30) days prior notice in writing before cancelling or terminating the Company Insurance Policies under which it is an insurer.

ARTICLE X – CONFIDENTIALITY

10.1 Purpose, Title and Use

- 10.1.1 Purpose - Each Party may disclose to the other Confidential Information for the sole purpose of the Biller being provided with the Billing Services by the Company (collectively the "**Purpose**").
- 10.1.2 Title - Each Party agrees that all right, title and interest in the Confidential Information disclosed by the Owning Party, including all discoveries, concepts and ideas derived from the Confidential Information, as between the Parties, are the exclusive property of the Owning Party.
- 10.1.3 Use - The disclosure of Confidential Information by the Owning Party is in strictest confidence and thus the Receiving Party agrees:
- (a) to use the Confidential Information only for the Purpose and shall not disclose the Confidential Information to any third party other than the employees, officers, directors, contractors or consultants (subject to the obligations of this Section 10.1.3(a)) of the Receiving Party or its Affiliates (collectively referred to

as the "**Representatives**") who have a need to know the Confidential Information in order to accomplish the Purpose or with the prior written consent of the Owning Party;

- (b) to advise each Representative, before he or she receives access to the Confidential Information, of the obligations of the Receiving Party under this Agreement;
- (c) with respect to contractors or consultants, to obtain in advance of any disclosure of Confidential Information the prior written agreement of the Owning Party, as well as the written agreement from such contractor or consultant to comply with the terms and conditions set forth in this Agreement; and provided that this provision shall not apply in respect of a Party's legal advisors or auditors;
- (d) to be responsible for the breach of any provision of this Agreement by any Representatives;
- (e) to use at least the same degree of care to maintain the Confidential Information as confidential as the Receiving Party uses in maintaining its own confidential information, but always at least a reasonable degree of care;
- (f) subject to the Parties' potential obligations under Section 10.2, within fifteen (15) days following the request of the Owning Party, to return to the Owning Party all materials to the extent containing any portion of the Confidential Information or confirm to the Owning Party, in writing, the destruction of such materials, except where such Confidential Information is stored electronically or otherwise in a manner which would render the return or destruction of such Confidential Information not reasonably possible, provided it shall remain subject to the confidentiality obligations hereof; and
- (g) that the Confidential Information provided by the Owning Party shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Receiving Party or its Representatives without the prior written consent of the Owning Party, except for such copies, reproductions, summaries and storage as are strictly required for the Purpose and for evaluating the matters under discussion, it being agreed, however, that such copies, reproductions, summaries and storage shall be accorded the same confidential treatment as the originals thereof.

10.2 No Disclosure to Other Persons

10.2.1 The Parties acknowledge and agree that each of the Parties shall have the right to retain necessary Confidential Information which it may determine acting reasonably (the "**Retained Confidential Information**") is required for use by such Party in connection with any submission made to or proceeding made before the OEB whether through written or oral hearing or technical conference (collectively referred herein as the

"Regulatory Proceedings"). Each of the Parties further agree that it shall not disclose all or any portion of the Retained Confidential Information in connection with Regulatory Proceedings, whether in order to respond to interrogatories or cross-examination of the Parties' witnesses or otherwise, without first seeking the consent of the Owning Party. If such consent is not provided, the Receiving Party shall seek confidential treatment for the Retained Confidential Information pursuant to the OEB's Practice Direction on Confidential Filings. The Receiving Party shall use all reasonable commercial efforts to promptly notify the Owning Party, prior to disclosing any Confidential Information, including the Retained Confidential Information, pursuant to this Section 10.2.1.

10.2.2 Except as provided in Section 10.2.1, in the event a Receiving Party becomes legally compelled, after having exhausted all reasonable commercial efforts as provided in Section 10.2.1 (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process by court order of a court of competent jurisdiction, or in order to comply with applicable requirements of any stock exchange, government department or agency or other regulatory authority, or by requirements of any Applicable Laws) to disclose any Confidential Information, the Receiving Party will (i) promptly notify the Owning Party of the obligation to make such disclosure and (ii) assert the confidentiality of such Confidential Information, in order to permit the Owning Party to seek an appropriate protective order or other protective remedy. The Receiving Party shall not oppose any action by the Owning Party to obtain an appropriate protective order or other remedy. In the event that either such protective order or other remedy is not obtained by Owning Party or Owning Party waives compliance with the provisions of this Agreement, the Receiving Party will disclose only that portion of the Confidential Information which the Receiving Party is legally obliged (based on advice of legal counsel) to disclose to the appropriate authorities.

10.2.3 For the purpose of Sections 10.2.1 and 10.2.2, a Party who is at the relevant time a member of a trade, professional, or business organization (an "**Association**") that participates in Regulatory Proceedings as representative of or on behalf of such Party may disclose Retained Confidential Information to that Association for the purposes of participating in Regulatory Proceedings as long as that Association becomes bound by the same obligations of confidentiality as such Party has pursuant to this Agreement with respect to that Retained Confidential Information.

10.3 Remedies

10.3.1 Each Party acknowledges and agrees that the Owning Party will suffer irreparable harm if the Receiving Party fails to comply with any of the obligations under this Article X and that monetary damages will be inadequate to compensate the Owning Party for any breach or attempted breach. Accordingly, in addition to any other remedies available to the Owning Party at law or in equity, or under the terms of this Agreement, each Party, as a Receiving Party, agrees that the Owning Party shall be entitled, as a matter of right, and the Receiving Party shall not oppose the Owning Party's right, to seek equitable relief including an interim injunction, specific performance or other similar relief against the Receiving Party. No waiver of any violation shall be deemed or

construed to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies provided on an Event of Default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

10.3.2 Further, the Receiving Party shall indemnify and hold the Owning Party harmless against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered, sustained, paid or incurred by the Owning Party as a result of any breach of this Article X by the Receiving Party or any other Person receiving Confidential Information under this Agreement.

10.4 Confidentiality Of Agreement

Except to the extent necessary to perform its obligations hereunder or to comply with any Applicable Laws, no Party shall, without the prior written consent of the other Party, disclose to any third party the terms or conditions of this Agreement; and provided that this provision shall not apply in respect of a Party's legal advisors or auditors.

ARTICLE XI – GENERAL CONTRACT PROVISIONS

11.1 Notice

All notices, directions, documents of any nature required or permitted to be given by one Party to the other pursuant to this Agreement (in each case, a "Notice") shall be in writing and shall be delivered personally or by courier or sent by ~~facsimile~~e-mail as follows:

(a) in the case of the Company, to it at:

Enbridge Gas Distribution Inc.

~~Fax Number: (416) 495-5080~~500 Consumers Road

Toronto, Ontario M2J 1P8

Email: EGDOpenBillAdmin@enbridge.com

Attention: Manager, Billing Relationships

With a copy to:

Enbridge Gas Distribution Inc.

~~Fax Number: (416) 495-5994~~500 Consumers Road

Toronto, Ontario M2J 1P8

Email: <*>

Attention: Vice President, Law & Information Technology

(b) in the case of the Biller, to it at: ●

[Open Bill Participant]

[Address 1]

[Address 2]

Email: <*>

With a copy to:

[Open Bill Participant]

[Address 1]

[Address 2]

Email: <*>

●

or at such other address of which the addressee may from time to time have notified the addressor pursuant to this Section 11.1. A Notice ~~may be delivered by electronic internet communication provided the Parties have agreed in writing in advance to do so and have established in writing in advance their respective addresses for such communication. A Notice~~ shall be deemed to have been ~~sent and~~ received on the day it is delivered if delivered personally or by courier ~~or by facsimile or by electronic internet communication.~~ A Notice sent by e-mail shall be deemed to have been received on the day it is sent, provided no incomplete or bounce-back error transmission is received by the sending Party. If such day is not a Business Day or if the Notice is received after ~~ordinary office hours~~ 5:00 p.m. (at the ~~time of~~ place of receipt), the Notice shall be deemed to have been ~~sent and~~ received on the next Business Day.

11.2 Further Assurances

The Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each Party will at any time and from time to time execute and deliver or cause to be executed and delivered such further instruments and take such further actions as may be reasonably requested by the other Party in order to cure any defect in the execution and/or delivery of this Agreement.

11.3 Waiver

No waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all covenants in this Agreement. For certainty, and without in any way limiting the foregoing, no default by a Party in fulfilling any of its obligations will be waived or deemed to have been waived by any examination, inspection or review by the other Party. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

11.4 Amendments

Unless indicated otherwise in this Agreement, no additions, deletions, extensions or modifications of this Agreement shall be binding on either Party unless made in writing and signed by both Parties.

11.5 Force Majeure

If the Company's performance of any of its obligations under this Agreement is prevented, hindered or delayed by reason of fire, flood, earthquake, explosion or other casualty or accident or act of God, war or other violence, or any laws or regulations, order, proclamation, regulation, ordinance, demand or requirement of any Governmental Authority or other similar event outside the Company's reasonable control (including, ~~without limitation,~~ labour unrest with respect to the labour force of the Company or a third party) (in each case, a "Force Majeure Event"), then the Company will be excused for such non-performance, hindrance or delay, as applicable, of those obligations for as long as such Force Majeure Event continues.

11.6 Relationship between the Parties

Except as expressly and specifically provided for in this Agreement ~~or the Trust Agreement,~~ neither the Company nor the Biller will be deemed by virtue of this Agreement an agent of the other. Any and all joint venture or partnership status between the Parties is hereby expressly denied, and the Parties acknowledge that they have not formed either expressly or impliedly, a joint venture or partnership.

11.7 Successors and Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, but neither Party shall transfer or assign this Agreement, or any of the rights, duties, or obligations under this Agreement, to any Person without the prior written consent of the other Party, acting reasonably.

11.8 Counterparts

This Agreement, and any amendment, supplement or schedule to this Agreement, may be executed in ~~several counterparts, each of which so executed being deemed to be~~ any number of counterparts, and may be executed using electronic signatures. The executed signature page(s) from each counterpart may be joined together and attached to an original; and ~~such counterparts~~ together shall constitute ~~but one and the same instrument and notwithstanding their date of execution shall be deemed to be made and dated as of the date hereof.~~ Exchange of counterparts of a document of this Agreement may be provided by e-mail delivery or other electronic means.

11.9 Substitution of Agreement

The Prior Agreement is hereby amended and restated effective as of the Effective Date, and thereafter replaced by this Agreement. As of and from the Effective Date, all references to the

Prior Agreement in any other agreement, document or instrument shall be to the Prior Agreement as amended and restated by this Agreement. For certainty, the execution and delivery of this Agreement shall not affect any action taken, payment made under or pursuant to, or reliance on the Prior Agreement. Any conduct of either Party prior to the Effective Date and discovered by the other Party either prior to or after to the Effective Date of shall be governed by the terms of the Prior Agreement.

11.10 ~~11.9~~ **Time of the Essence**

Time is of the essence of this Agreement and of every provision of this Agreement. Extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

[Remainder of page intentionally left blank – next page is signing page.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

ENBRIDGE GAS DISTRIBUTION INC.

By: _____

Name: ~~Lynn Parrington~~

Title: ~~Senior Manager, Customer Care Operations~~

By: _____

Name: ~~Kerry Lakatos-Hayward~~

Title: ~~Director, Customer Care~~

[OPEN BILL PARTICIPANT]

By: _____

Name:

Title:

I have the authority to bind the Corporation.

APPENDIX "A"

BILLING SERVICES

The Company is providing billing services, the scope of which is described below. The Billing Services will produce either a shared monthly bill that includes Distribution Charges or a standalone monthly bill which does not include Distribution Charges for each Customer identified by the Biller in the manner contemplated herein. ALL BILLING SERVICES ARE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN BILL MANUAL. THE BILLER ACKNOWLEDGES RECEIPT OF A COPY OF THE OPEN BILL MANUAL AS OF THE DATE OF THIS AGREEMENT.

Service Function Provided	Description of Service
Account Set Up & Management	Biller will initiate and Company will receive and process requests for the establishment of a customer account (as either shared or standalone) through the use of transaction interface files communicated by Biller to Company, for customer accounts within Company's franchise territory.
	If, in any twelve (12) month period, the effort to set up Customer accounts (for Customers receiving a standalone Service Bill that does not include Distribution Charges) exceeds one hundred (100) hours, then Biller will be charged by Company for such incremental effort at a rate that is the lesser of: (i) the actual cost to set up such accounts based on an hourly rate of \$60.00 (sixty dollars) per hour; and (ii) a flat charge of \$20.00 (twenty dollars) per Customer account set up.
	<p>Company will process updates to the customer record (i.e. names, phone numbers, etc.).</p> <p>Company will support rate ready transactions, financing and rental contracts in Company's CIS system in a rate ready format.</p> <p>Company will support all bill ready transactions in Company's CIS system received from Biller.</p>
Call Centre	<p>Company will provide "core" Customer billing inquiries (e.g. amount billed, when billed, etc.).</p> <p>For product/service specific information, Customer will be directed to the Biller for response.</p> <p>Company will handle "core" Customer billing inquiries redirected by Biller to Company.</p> <p>Company will direct customers to call Biller when detailed product information is required by Customer.</p>

Service Function Provided	Description of Service
	<p>Company will respond to any written or email inquiries that are "core" Customer billing inquiries (e.g. amount billed, when billed, etc.).</p> <p>Any product/service specific inquiries will be directed to Biller for response.</p>
Billing Hotline	<p>Company will provide Biller with dedicated support for billing inquiries. This service is for use by Biller personnel only and will provide consultation on Customer billing information, account status and account details held within Company's CIS system.</p> <p>Hours of the "hotline" operation will match Company's current billing inquiries hours (8AM - 6PM – during Business Days).</p>
Billing	<p>All transactions must be in the format specified in the Open Bill Manual.</p> <p>All transactions must pass a Company edit in order to be input on a Service Bill.</p> <p>Rejected transactions will be sent back to Biller via an electronic file.</p> <p>All transactions to be presented on the Service Bill will be comprised of charges related only to Customer Services.</p> <p>All Company billing exceptions (i.e. unpostables, no bills, etc.) will be reviewed and resolved.</p> <p>Company will process all adjustment transactions from Biller that are communicated to Company in the form of a transaction interface file that complies with the requirements of the Open Bill Manual and passes the Company's edit requirements.</p> <p>Company will process billing adjustments as a result of a CIS processing or Company error and issue an incremental Service Bill to Customer to correct such billing error, if required.</p> <p>Company will provide Biller with backbilling services, for items such as rate ready rental equipment, for the period the gas meter is turned off due to non payment, when the account is resumed in the same name.</p> <p>Company will randomly review Service Bills on a daily basis to ensure billing accuracy for Biller's rate ready charges.</p> <p>Company will process move transactions initiated by Customer via</p>

Service Function Provided	Description of Service
	<p>telephone or written correspondence.</p> <p>All rate ready transactions will be calculated based on rates and charges provided by Biller. The rate change process will be provided in accordance with the Open Bill Manual.</p>
	<p>If Customer disputes Biller's charge, Company will transfer the dispute to Biller for investigation and resolution, and otherwise handle such dispute in accordance with Section 7.6.</p> <p>Biller shall be entitled to have aggregated statements (i.e. information relating to multiple account to be presented on one or more Service Bill(s)) rendered and issued each month.</p>
Bill Presentment	<p>Biller charges/credits will be displayed on the Biller's portion of the "Charges from Other Companies" section of the Service Bill.</p> <p>Line items to be presented on the Service Bill will be limited to the Customer Services. Company will print Biller specific logos, based on Company's pre-determined printing requirements.</p>
	<p>Up to six items per Biller may be presented on each Service Bill per month. Bills that exceed the six item limit will be subject to an additional charge.</p> <p>Company will provide Biller with space for a monthly four line bill message, incremental to the product description line, which will be located on the right side of the Service Bill opposite Biller's charges.</p>
Bill Print & Mailing	<p>Company will support all aspects of bill print, including a daily audit of print quality, and will provide corrections if necessary.</p> <p>Company's bill mailing will be compliant with Canada Post standards.</p> <p>Returned mail will be reviewed and information updated, when available.</p>
Rental Equipment	<p>Where rate ready rental equipment is attached to Customer's premises within the CIS system, Company will transfer the rental to the new Customer when a Customer move occurs, and inform Biller.</p>
Finance	<p>Company will purchase the DistributionReceivables Entitlements from Biller on the applicable Payment Date.</p>
Settlement	<p>Company will pay the SettlementPayment Amount to Biller in accordance</p>

Service Function Provided	Description of Service
	with the Agreement.

APPENDIX "B"

CHARGES

For purposes of the Agreement:

"**Billing Fee**" is, as of January 1, ~~2016, ninety-eight~~ 2018, one dollar and two one and five-tenth cents (~~\$0.9821.0.15~~) for each Service Bill delivered pursuant to the Agreement which includes Distribution Charges, and two dollars and ~~twenty-five~~ thirty-two and ~~one-tenth~~ six-tenths cents (~~\$2.254~~ 2.326) for each Service Bill delivered pursuant to the Agreement which does not include Distribution Charges, in each case, as adjusted by the Billing Fee Adjustment, from time to time;

"**Billing Fee Adjustment**" means, an increase to the Billing Fee, to be applied at the Company's sole discretion effective as of January 1 in each calendar year upon delivery of notice to the Biller, in an amount not to exceed an amount equal to the annual change in The Canadian Consumer Price Index, All Items, as published by Statistics Canada to a maximum amount equal to two and one-half percent (2.5%) of the aggregate Billing Fees paid or payable, in each case, for the preceding calendar year, as measured in November of such preceding calendar year, provided that such Billing Fee adjustment is applicable to all third parties under contract with the Company for the provision of services similar to the Billing Services;

"**Corrective Costs**" means the reasonable, incremental third-party costs incurred by the Company, acting reasonably, to investigate, correct or otherwise address breaches or possible breaches by the Biller of any of its covenants, obligations, representations or warranties in Section 2.6 or Section 7.1; and such costs may include the cost of outside legal advice, auditors, consultants and investigators engaged by the Company to investigate or follow-up on such breaches; for certainty, such third-party costs shall not be considered 'incremental' if they are in regard to the regular and recurring services provided by the Company or by the relevant third-party to the Company in connection with the Open Bill Program;

"**Pre-Payment Amount**" means the Billing Fee pre-payment in the amount of ~~\$2,500~~ either: (i) \$2,500 (or the balance thereof remaining from the Pre-Payment Amount, if any, paid under the Prior Agreement), or (ii) if the Prior Agreement was entered into prior to <*>, nil. The Pre-Payment Amount is an amount to be paid by the Biller to the Company prior to the initial provision of services by the Company to the Biller under this Agreement in recognition of costs to be incurred by the Company with respect to putting in place the Billing Services. The Company shall set-off the Billing Fee, as invoiced to the Biller from time to time against the Pre-Payment Amount until the Pre-Payment Amount has been reduced to zero. If this Agreement is terminated prior to end of its Term and there remains any unapplied Pre-Payment Amount, then fifty per cent (50%) of such amount may be retained by the Company; and

"~~Scheduled Settlement~~ Biller Percentage" is, as of January 1, ~~2016, 2018, (ninety-nine and fifty-one hundreds per cent~~ (99.51%), as such percentage may be adjusted at the Company's sole discretion based on the Company's actual bad debt incurred in the prior calendar year, effective as of January 1 in each calendar year (written notification of which will be provided by January 31 of the calendar year in which it is applicable); provided that such change is

applicable to all third parties under contract with the Company for the provision of services similar to the Billing Services; and provided that in no event shall the ~~Scheduled Settlement~~Biller Percentage be less than 100% minus the sum of: (A) the Company's actual bad debt, expressed as a percentage of the Company's total accounts receivable in the prior calendar year; plus (B) 0.03%.

APPENDIX "C"

SERVICE LEVELS

<i>1 - Bill Delivery for Service Bills</i>	
Objective	To deliver Service Bills in a timely manner to the Biller's customers.
Definition	<p>Service Bills are to be delivered to Canada Post (at the point of entry into the Canada Post system and at the time of day required by Canada Post as defined by Canada Post) on the same day as printed.</p> <p>Service Bills conveyed electronically ("e-bills") are to be posted to the Company's e-bill service provider's website on the same day they are generated.</p>
Data Capture	The Company will track and report the timely delivery to Canada Post of each cycle (or part thereof) of all bills printed by the Company that include Distribution Charges together with printed Service Bills that do not contain Distribution Charges (collectively the "Total Printed Bills") to Canada Post and the timely posting of e-bills to the Company's e-bill service provider's website each day.
Measurement Interval	Bill delivery statistics (volumes and date/time of day) for Total Printed Bills will be monitored and maintained for all billing cycles daily and aggregated on a monthly basis and assessed annually.
Method of Calculation	<p>Delivery Same Day as Printed:</p> <p>For each billing day, (the aggregate number of Total Printed Bills that are delivered to Canada Post same day as printed + the total number of e-bills that are posted to the Company's e-bill service provider's website for same day delivery), divided by (the aggregate number of Total Printed Bills due to be delivered to Canada Post for each billing cycle + the total number of e-bills due to be posted to the Company's e-bill service provider's website), times 100.</p> <p>Delivery Next Business Day:</p> <p>For each billing day, (the aggregate number of Total Printed Bills that are delivered to Canada Post same day as printed + the total number of e-bills that are posted to the Company's e-bill service provider's website for same day delivery + the aggregate number of Total Printed Bills that are delivered to Canada Post by next Business Day + the total number of e-bills posted to the Company's e-bill service provider's website by next Business Day) divided by (the aggregate number of Total Printed Bills due to be delivered to Canada Post for each billing cycle + the total number of e-bills due to be posted to the Company's e-bill service provider's website), times 100.</p>
Reporting Period	Monthly and annual reporting
Service Level	<p>95% of Total Printed Bills delivered to Canada Post and 95% of e-bills posted to the Company's e-bill service provider's website for same day as printed and delivery, with 100% being delivered by next Business Day.</p> <p>This must occur 98% of the time for the total annual number of billing cycle days.</p>

2 - Bill Messages for Service Bills	
Objective	To make certain that there are no incorrect bill messages included on the Service Bills.
Definition	An incorrect bill message is any bill message printed on the Service Bill that was delivered to the Customer and not scheduled to appear on the Service Bill or a bill message that was scheduled to appear on the Service Bill that was not printed on the Service Bill.
Data Capture	The Company will track the number of infractions that occur on the Service Bills by physically reviewing a representative sampling of completed mailings and posted e-bills each billing cycle day.
Measurement Interval	Reviewed daily and measured monthly at the end of each Billing Period.
Method of Calculation	The total number of mailing envelope message infractions divided by the total number of mailing envelopes mailed, times 100%
Reporting Period	Monthly
Service Level	Zero infractions 98% of the time.

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3 – Billing Exceptions Processing	
Objective	To make certain that all billing exceptions are completed in a timely manner.
Definition	A billing exception is a condition that causes the Service Bill to not be issued for delivery to the Customer as per the Company's meter reading and billing schedule.
Data Capture	The Company will track and report all billing exceptions.
Measurement Interval	All billing exceptions will be identified and measured to determine if they have been resolved on or before the Customer's next regularly scheduled billing cycle day.
Method of Calculation	The total number of billing exceptions that are completed on or before the Customer's next regularly scheduled billing cycle day, divided by the total number of billing exceptions to be completed on or before the Customer's next regularly scheduled billing cycle day, times 100.
Reporting Period	Monthly.
Service Level	Fix 95% of billing exceptions before the Customers' next regular Service Bill is issued for delivery to the Customer as per the Company's meter reading and billing schedule.

APPENDIX "D"

FINANCIAL ASSURANCES

PART 1 - FINANCIAL ASSURANCES

Pursuant to Section 9.1 of the Agreement, but subject to the following paragraph, [the Biller][the Guarantor] will be required to post and maintain, at all times during the Term and Termination Transition (if applicable) and for a period of six (6) Billing Periods thereafter, (please check appropriate box below):	
<div style="border: 1px solid black; width: 60px; height: 60px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> INITIA </div>	<div style="background-color: #f0f0f0; padding: 5px; margin-bottom: 5px;"> [[a parental guarantee, substantially on the terms attached hereto¹]] </div> <div style="padding: 5px;"> an irrevocable Letter of Credit, substantially on the terms attached hereto </div> <div style="padding: 5px;"> a cash equivalent, satisfactory to the Company </div>
for an amount which is not less than the following: \$●.	

Notwithstanding the following paragraph, the requirement to provide Financial Assurances set out in Section 9.1 of the Agreement shall not apply to any Biller if: (A) during any Billing Period, the total number of Service Bills for which the Company provided Billing Services in the six completed Billing Periods prior to, but not including, such Billing Period, was less than seven thousand two hundred (7,200); and (B) such Biller has provided to the Company a notice pursuant to Section 4.7.2 of the Agreement to set-off payment of the Fee Invoice against payment to the Biller of the SettlementPayment Amount as contemplated therein.

Subject to the preceding paragraph, the requirement to provide Financial Assurances set out in Section 9.1 of the Agreement shall not apply to any Biller if, at the time of execution of this Agreement: (A) the Biller anticipates that the number of Service Bills for which the Company will provide Billing Services during the first twelve (12) Billing Periods of this Agreement will not exceed fourteen thousand four hundred (14,400), and (B) such Biller has provided to the Company a notice pursuant to Section 4.7.2 of the Agreement to set-off payment of the Fee Invoice against payment to the Biller of the SettlementPayment Amount as contemplated therein.

PART 2 - REALIZATION ON FINANCIAL ASSURANCES

In addition to any other rights in respect thereof set out in the Agreement, the Company shall be able to liquidate or exercise all or any part of any Financial Assurances then held by or for the benefit of the Company free from any claim of set-off or otherwise or right of any nature whatsoever of the Biller:

- (a) in respect of any obligation of the Biller to pay any amount to the Company, and which obligation has become an Event of Default of the Biller;

¹ NTD: The reference to parental guarantee may be inserted if the Guarantor has been approved by the Company pursuant to the Open Bill Manual

- (b) in respect of any claim for indemnity made by the Company pursuant to Section 7.3.1 and in respect of which the Biller does not dispute the claim or the claim is the subject of a final and binding arbitration decision made pursuant to Section 7.7 or by a court of competent jurisdiction; or
- (c) in respect of any cost or expense incurred by the Company as a result of the Biller's failure to fulfill or comply with any of its obligations pursuant to this Agreement.

PART 3 - ADJUSTMENT OF FINANCIAL ASSURANCES

- (a) The amount and type of the Financial Assurances may be adjusted from time to time in accordance with the provisions of Article IX, Section 8.7.2(c), this Appendix "D" and Appendix I – 'Financial Assurances' of the Open Bill Manual.
- (b) Without in any way limiting the foregoing, if, at any time during the Term: (A) the Company has reasonable grounds to believe that the Biller's (or the Guarantor's) creditworthiness or the Biller's performance under this Agreement has or may become unsatisfactory; (B) there is a material adverse change in market conditions; (C) there occurs a change in OEB policies or requirements; or (D) for any other reason set out in this Appendix "D", the Company may provide the Biller with notice requiring the Biller to post additional or increased Financial Assurances in a form, amount and for a duration identified by the Company in a commercially reasonable manner and agreed upon with the Biller. Upon receipt of a notice pursuant to this subsection, the Company and the Biller shall have the period of days specified in the notice (which shall be no less than fifteen (15) Business Days) to settle and agree upon the form, amount and duration of such additional or increased Financial Assurances.
- (c) As contemplated in Section 8.7.2(c), in connection with the expiration or termination of this Agreement for any reason, the Company may, in its sole discretion, provide the Biller with notice requiring the Biller to post new, additional or increased Financial Assurances for the duration of the Run-Off Period in a form and amount determined by the Company and which amount is based on the Company's reasonable expectation of the amounts which the Company may determine to pay out as a result of any Customer Billing Disputes arising during the Run-Off Period (and provided that the Company shall only be entitled to require the Biller to post and maintain Run-Off Financial Assurances of 5% of the Biller's annual billed amounts during the most recent 12 month period, to a maximum amount of \$5 million), and the Biller acknowledges and agrees to accept such amount as determined by the Company, acting reasonably. Upon receipt of a notice pursuant to this subsection, the Biller shall have the period of days specified in the notice (which shall be no less than fifteen (15) Business Days) to provide the Financial Assurances set out in such notice.
- (d) If the new, additional or increased Financial Assurances contemplated in this Appendix are:
 - (i) not agreed upon, or

(ii) not provided to the Company,

within the specified period, the Biller shall thereupon be deemed to be in default under this Agreement and the Company shall, in addition to any of its other rights hereunder, thereafter have the option to terminate this Agreement in accordance with the terms hereof.

APPENDIX "E"

ANNUAL FORECAST – ~~2016/2017~~2018/2019

The form to be used to prepare an Annual Forecast pursuant to Section 2.5.1 for those periods, if any, to which a required Annual Forecast applies is set out below.

Billers' 12 month forecast for Service Bills.

	<hr/>					
	Year					
	2016 <u>2018</u>					
Service	January	February	March	April	May	June
Number of Service Bills						
Service	July	August	September	October	November	December
Number of Service Bills						
	<hr/>					
	Year					
	2017 <u>2019</u>					
Service	January	February	March	April	May	June
Number of Service Bills						
Service	July	August	September	October	November	December
Number of Service Bills						

Annual Forecast:

APPENDIX "F"

BILLER'S INTELLECTUAL PROPERTY

See attached Trademark License Agreement.

APPENDIX "G"

STANDARD TRANSITION PLAN

Definitions

For the purposes of this Standard Transition Plan the following terms shall have the meanings set out below.

"Notice Date" means the date on which Company provides Biller notice that services under this Agreement will be terminated.

"Final Billing Date" means either:

- (i) in the case of a Biller for which the Company provides Billing Services with respect to less than an average of 5,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the earlier of (a) the Notice Date plus sixty (60) calendar days, and (b) the end of the next complete Billing Period after the Notice Date; or
- (ii) in the case of a Biller for which the Company provides Billing Services with respect to an average of 5,000 or more but less than 250,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the earlier of (a) the Notice Date plus ninety (90) calendar days, and (b) the end of the second complete Billing Period after the Notice Date; or
- (iii) in the case of a Biller for which the Company provides Billing Services with respect to an average of 250,000 or more but less than 500,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the earlier of (a) the Notice Date plus one hundred and twenty (120) calendar days, and (b) the end of the third complete Billing Period after the Notice Date; or
- (iv) in the case of a Biller for which the Company provides Billing Services with respect to an average of 500,000 or more but less than 750,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the Notice Date plus one hundred and eighty (180) calendar days; or
- (v) in the case of a Biller for which the Company provides Billing Services with respect to 750,000 or more Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the Notice Date plus three hundred and sixty-five (365) calendar days.

"Final Invoice Date" means the Final Billing Date plus 6 Cycle Days.

Assumptions

- Biller will not require services from Company to migrate their billing data to Biller or to a third party service provider. Should this not be the case Company will respond to any request for the provision of such data on or before [Notice Date + 30 calendar days].

Customer Related Transition Actions to be completed on or before the following dates:

- **Biller's Actions:**
 - On [Notice Date] - No further Customers will be accepted for billing service enrollment as of this date.
 - By [Final Billing Date + 30 calendar days] - Update call centre scripts to communicate that charges will no longer appear on the Service Bill.
 - No later than [15 calendar days prior to the Final Billing Date] – Biller will send a written notice to all Customers to communicate that their charges will no longer appear on the Service Bill after [Final Billing Date].
 - By [Notice Date + 7 calendar days] - If required, Biller will extend their Financial Assurances until at least [Final Billing Date + 6 Billing Periods].
 - By [Final Invoice Date + 30 calendar days] – Payment of all Billing Fees together with actual costs incurred by Company in respect of termination services on a time and materials basis (including applicable Taxes thereon) without mark-up.
- **Company's Actions:**
 - Until [Final Billing Date] - Continue to provide Billing Services for valid charges that were provided before [Notice date].
 - By [Notice date + 7 calendar days] - Update call centre scripts for Biller related calls to communicate that these charges will no longer appear on the Service Bill after [Final Billing Date] and may notify Customers advising them that charges will no longer appear on the Service Bill after [Final Billing Date] .
 - By [Final Invoice Date] – Complete invoicing to Biller for all Billing Fees together with actual costs incurred by Company in respect of termination services on a time and materials basis (including applicable Taxes thereon) without mark-up.
 - Throughout the Transition Period - In the event Biller does not fulfill its obligations under this transition plan, Company reserves the right to take such actions, as required, in order to finalize the transition.

Open Bill Operations Transition Actions to be completed on or before the following dates:

- **Company's Actions:**
 - On [Final Billing Date] - Remove Biller's security access to their SFTP Input folder.
 - Until [Final Billing Date + 21 calendar days] – Daily net remittances to Biller continue.
 - Until [Final Billing Date] - Reporting continues as required by the Agreement. Biller's access to Company's SFTP Server will be discontinued at the end of this period.
 - On [Final Billing Date + 1 calendar day] - Revise all of Company's Biller lists to show that Biller's charges will no longer appear on the Service Bill.
 - On [Final Billing Date] - For all remaining rate ready charges, submit rate ready delete transactions for remaining Customers.
 - As determinable – Advise Biller regarding transition costs to be passed on to Biller.

APPENDIX "H"

FORM OF REQUIRED POSTPONEMENT
AND SUBORDINATION AGREEMENT

CONSENT AND CONFIRMATION

RE: Amended and Restated Open Bill Access Billing and Collection Services Agreement between [name of the Biller] (the "Biller") and Enbridge Gas Distribution Inc. ("Enbridge") dated as of [relevant date], 20<*> (the "Open Bill Agreement")

WHEREAS:

- (A) pursuant to Article 10 of the Open Bill Agreement, the Biller has agreed with Enbridge, among other things, not to disclose any information regarding the Open Bill Agreement to certain third parties;
- (B) pursuant to Section 11.7 of the Open Bill Agreement, the Biller may not assign its rights under the Open Bill Agreement without the prior written consent of Enbridge;
- (C) in consideration of Enbridge paying the Biller amounts equal to the Payment Amount (as defined in the Open Bill Agreement) from time to time, the Biller shall absolutely, unconditionally and irrevocably transfer, assign and convey to Enbridge in accordance with the Open Bill Agreement, Receivables Entitlements (as defined in the Open Bill Agreement) of the Biller relating to Biller Receivables (as defined in the Open Bill Agreement), whether now existing or hereafter created, billed during the term of the Open Bill Agreement;
- (D) Enbridge has been advised that the Biller has entered into one or more security agreements (collectively, the "Security Agreements") in favour of [name of Priority Lien Holder] (the "Secured Party") and that pursuant to the Security Agreements the Biller has granted a security interest to the Secured Party over certain of its assets (the "Secured Party Collateral") which Secured Party Collateral includes the Payment Amount payable from time to time by Enbridge to the Biller under the Open Bill Agreement; and
- (E) under the Open Bill Agreement, the Biller is required to make certain representations, warranties and covenants regarding its rights to its Receivables Entitlements, which representations and warranties are affected by the Security Agreements;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Secured Party hereby consents to the Biller entering into the Open Bill Agreement, and Enbridge hereby consents to the disclosure of the Open Bill Agreement by the Biller to the Secured Party.
2. Each of the Biller and the Secured Party hereby acknowledges and agrees that:
 - (a) the rights and remedies of the Secured Party under the Security Agreements and as secured creditor in respect of any and all security interests in favour of the Secured Party in or over any Receivables Entitlements relating to Biller Receivables of the Biller billed during the term of the Open Bill Agreement shall be limited to the right to collect or receive in accordance with this Consent and Confirmation the Payment Amounts from time to time payable to the Biller under the Open Bill Agreement in respect of Receivables Entitlements of the Biller purchased by Enbridge in accordance with the Open Bill Agreement and, for certainty, shall not include any right to realize upon or to collect all or any portion of any Receivables Entitlements relating to Biller Receivables of the Biller billed during the Term (as defined in the Open Bill Agreement); and
 - (b) the Secured Party Collateral does not, and shall not at any time, include or extend to any Receivables Entitlements of the Biller purchased by Enbridge in accordance with the Open Bill Agreement and any and all security interests in favour of the Secured Party in or over any such Receivables Entitlements of the Biller shall be automatically discharged, released and terminated in full immediately upon the transfer, assignment and conveyance to Enbridge of the Receivables Entitlements in accordance with the Open Bill Agreement, without any requirement for any further action, or for the execution and delivery of any document, agreement or other instrument by the Secured Party or any other Person but without prejudice to the Secured Party's obligations under Section 14 of this Consent and Confirmation.
3. Enbridge hereby confirms that it has been notified by the Biller and the Secured Party that, under the Security Agreements, the Biller has granted to the Secured Party a security interest in the Receivables Entitlements relating to Biller Receivables of the Biller, subject to the acknowledgements and agreements of each of the Biller and the Secured Party set out in Section 2 of this Consent and Confirmation. Enbridge also acknowledges that the Secured Party has a security interest in each Payment Amount from time to time payable to the Biller under the Open Bill Agreement, and agrees in favour of the Secured Party that it will cause each such Payment Amount to be dealt with in accordance with the provisions of this Consent and Confirmation, but without prejudice to its rights to set-off against any Payment Amount from time to time payable to the Biller under the Open Bill Agreement any amount owing or payable by the Biller to Enbridge under the Open Bill Agreement.
4. Subject to the acknowledgements and agreements of each of the Biller and the Secured Party set out in Section 2 of this Consent and Confirmation, Enbridge hereby consents to the granting by the Biller to the Secured Party of a security interest in and to each Payment Amount, and its rights under the Open Bill Agreement, and irrevocably agrees:
 - (a) that within 15 business days of its receipt of an executed copy of a notice in the form attached hereto as Schedule "A" (the "Redirection Notice"), it will cause all future

Payment Amount payments described in the Redirection Notice that would otherwise be payable to the Biller under the Open Bill Agreement to be made to the party and account specified in the Redirection Notice, but without prejudice to its rights to set-off against any Payment Amount from time to time payable to the Biller under the Open Bill Agreement any amount owing or payable by the Biller to Enbridge under the Open Bill Agreement;

- (b) that following receipt by Enbridge of an executed copy of a notice in the form attached hereto as Schedule "B" (the "**Assumption Notice**"), it will permit the Secured Party or such third party as may be appointed therein by the Secured Party (provided that such third party is acceptable to Enbridge, acting reasonably), to enjoy all of the Biller's rights and to assume all of the Biller's obligations thereafter arising under the Open Bill Agreement, as specified in the Assumption Notice, and from and after its receipt of the Assumption Notice, to pay directly to the Secured Party or as it may further direct, any and all amounts thereafter from time to time payable by Enbridge to the Biller under the Open Bill Agreement, but without prejudice to its rights to set-off against such amounts any amount owing or payable (whether before, on or after receipt by Enbridge of any Assumption Notice) by the Biller or the Secured Party or such third party to Enbridge under the Open Bill Agreement; provided that neither the Secured Party nor such third party (if any) shall be liable (except by virtue of the exercise by Enbridge of its above-referenced rights of set-off) for the indemnification obligations of the Biller under section 7.3.1 of the Open Bill Agreement except and to the extent the subject matter of the indemnification consists of a representation and warranty, failure to perform, failure to comply or material breach that, in each case, was made or committed by the Secured Party itself or such third party (if any) itself; and provided further that the Secured Party and the third party (if any) will execute and deliver such other documentation as Enbridge may require, acting in a commercially reasonable manner (i) to grant to Enbridge a royalty-free non-exclusive license to use the name of the Secured Party and the third party (if any) to the extent necessary to permit Enbridge to perform Billing Services (as defined in the Open Bill Agreement) and its other obligations under the Open Bill Agreement during the period that the assumption effected by the Assumption Notice remains in effect, and (ii) to implement and give effect to the assignment to, and assumption by, the Secured Party or such third party of the Biller's rights and obligations arising under the Open Bill Agreement in accordance with this Consent and Confirmation;
- (c) that Enbridge will recognize an executed copy of a notice in the form attached hereto as Schedule "C" (the "**Termination Notice**") as effective for the purposes of section 8.5(a) of the Open Bill Agreement provided that the termination date specified in it coincides with the expiry of the Term or Renewal Term (as defined in the Open Bill Agreement), and the provisions of sections 8.7, 8.8 and 8.9 of the Open Bill Agreement will apply; and
- (d) that Enbridge will provide to the Secured Party prompt written notice if and whenever Enbridge applies any proceeds from the letter of credit provided to it at the Biller's request to the satisfaction of any obligations of the Biller owing to Enbridge.

5. For certainty, the Biller hereby confirms to Enbridge and agrees with Enbridge that any payments made by Enbridge to the Secured Party (or as the Secured Party may otherwise direct) in respect of the Payment Amount or any other amounts owing or payable under the Open Bill Agreement shall represent full satisfaction of such amounts and no further payments shall be payable to the Biller in respect of such amounts.
6. The Biller hereby irrevocably directs Enbridge to comply with any Redirection Notice, Assumption Notice or Termination Notice received from the Secured Party, and to provide to the Secured Party the notice contemplated in paragraph 4(d), and irrevocably releases Enbridge from all liability to the Biller for so doing.
7. This Consent and Confirmation shall enure to the benefit of and be binding upon each of the parties hereto and each of their respective successors and permitted assigns.
8. Each of the Biller and Enbridge agrees that the Secured Party shall not be bound by any amendment to, modification of or waiver under the Open Bill Agreement that has not been consented to in writing by the Secured Party.
9. Each of the parties hereto agrees that any notices, directions or documents required to be delivered by one party to another under this Consent and Confirmation shall be delivered in accordance with Section 11.1 of the Open Bill Agreement. Notices, directions or documents shall be delivered, in the case of the Secured Party, to it at:

<*>

<*>

<*>

Attention: <*>

Fax No: <*>

Email: <*>

10. The Biller agrees to pay or reimburse Enbridge for all direct, out of pocket costs and expenses incurred in connection with this Consent and Confirmation, any notices received in connection therewith and the administration of this Consent and Confirmation and the rights of the various parties hereunder.
11. Enbridge shall not be required to make any determination or decision with respect to the validity of any notice given to it under this Consent and Confirmation and shall be protected in acting and relying upon any document purporting to be delivered pursuant to and in compliance with this Consent and Confirmation as to its due execution and the validity and effectiveness of its provisions and as to the truth and acceptability of any information therein contained which Enbridge in good faith believes to be genuine, provided Enbridge is acting in accordance with the provisions hereof.
12. Enbridge shall have no duty or obligation to look beyond the terms of this Consent and Confirmation and the Open Bill Agreement and shall have no duties or responsibilities to the

Secured Party except as expressly provided in this Consent and Confirmation and shall not have any liability or responsibility arising under any other agreement to which Enbridge is not a party.

13. The rights and entitlements of the Secured Party under this Consent and Confirmation will not be assigned without the prior written consent of Enbridge, which consent shall not be unreasonably withheld or delayed. The rights and obligations of the Biller are not assignable without the prior written consent of each of Enbridge and the Secured Party.

14. Each Party shall from time to time execute such further documents and take such further steps as any other Party may from time to time reasonably require to implement more fully the intent of this Consent and Confirmation.

15. This Consent and Confirmation shall terminate on the termination of the Open Bill Agreement.

16. This Consent and Confirmation shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

17. This Consent and Confirmation may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Counterparts may be executed and delivered in original, facsimile or portable document format (pdf) form to the other parties hereto and the parties hereto agree to accept any such executed counterparts as original signed versions of this Consent and Confirmation.

DATED the <> day of <>, 20<>.

[NAME OF PRIORITY LIEN HOLDER]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ENBRIDGE GAS DISTRIBUTION INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[NAME OF THE BILLER]

By: _____

Name: _____

Title: _____

SCHEDULE "A"

REDIRECTION NOTICE

TO: Enbridge Gas Distribution Inc. ("Enbridge")

RE: Amended and Restated Open Bill Access Billing and Collection Services Agreement between [name of the Biller] (the "Biller") and Enbridge Gas Distribution Inc. ("Enbridge") dated as of [relevant date] (the "Open Bill Agreement")

AND RE: Consent and Confirmation between [name of Priority Lien Holder] (the "Secured Party"), Enbridge and the Biller dated as of [relevant date] (the "Consent")

The Secured Party hereby directs you, until you receive further direction from the Secured Party, to make to the party and account set out in Appendix 1 all future payments (including, for avoidance of doubt, any related Payment Amount from time to time) that would otherwise be payable to the Biller under the Open Bill Agreement arising in connection with the Biller Receivables described in Appendix 2.

DATED the _____ day of _____, 20__.

[NAME OF PRIORITY LIEN HOLDER]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Appendix 1

[set out bank account info and name of party that owns it]

[Appendix 2](#)

[\[insert list or other description of the Biller-related accounts from which proceeds are to be redirected\]](#)

SCHEDULE "B"

ASSUMPTION NOTICE

TO: Enbridge Gas Distribution Inc. ("**Enbridge**")

RE: Amended and Restated Open Bill Access Billing and Collection Services Agreement between [name of the Biller] (the "**Biller**") and Enbridge Gas Distribution Inc. ("**Enbridge**") dated as of [relevant date] (the "**Open Bill Agreement**")

AND RE: Consent and Confirmation between [name of Priority Lien Holder] (the "**Secured Party**"), Enbridge and the Biller dated as of [relevant date] (the "**Consent**")

In accordance with and subject to the provisions in the Consent, [the Secured Party hereby assumes [or appoints Name of Third Party to assume]] all of the obligations and liabilities of the Biller arising after the date hereof under or in connection with the Open Bill Agreement, and without limiting any of the foregoing, [the Secured Party [or Name of Third Party]], as a principal obligant and not as a surety, hereby expressly confirms and adopts as its own and covenants and agrees to and in favour of Enbridge to keep, observe and perform all covenants, obligations, terms, conditions, representations and warranties of the Biller to and in favour of Enbridge contained in the Open Bill Agreement and arising from and after the date hereof, and acknowledges and agrees that to such extent it shall be bound in all respects and with the same effect as if it were a party to the Open Bill Agreement in the place and stead of the Biller, save and except that in place of any licence to use intellectual property of the Biller, Enbridge shall have a royalty-free non-exclusive license to use the name of the Secured Party and the third party (if any) to the extent necessary to permit Enbridge to perform Billing Services (as defined in the Open Bill Agreement) and its other obligations under the Open Bill Agreement during the period that the assumption effected by this Assumption Notice remains in effect. Enbridge is directed to make to [the Secured Party [or Name of Third Party]] or as it may further direct any payments from time to time otherwise due and payable to the Biller under the Open Bill Agreement.

DATED the _____ day of _____, 20__.

[NAME OF PRIORITY LIEN HOLDER]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[NAME OF THIRD PARTY, IF ANY]

By: _____

Name: _____

Title: _____

Schedule "C"

TERMINATION NOTICE

TO: Enbridge Gas Distribution Inc. ("**Enbridge**")

RE: Amended and Restated Open Bill Access Billing and Collection Services Agreement between [name of the Biller] (the "**Biller**") and Enbridge Gas Distribution Inc. ("**Enbridge**") dated as of [relevant date] (the "**Open Bill Agreement**")

AND RE: Consent and Confirmation between [name of Priority Lien Holder] (the "**Secured Party**"), Enbridge and the Biller dated as of [relevant date] (the "**Consent**")

In accordance with the above Consent, the Secured Party provides this Termination Notice and specifies the date of termination of the Open Bill Agreement to be _____, 20____, the date of expiry of the Term, or current Renewal Term (as each such term is defined in the Open Bill Agreement). Sections 8.7, 8.8 and 8.9 of the Open Bill Agreement shall apply in respect of the termination of the Open Bill Agreement pursuant to this Termination Notice.

DATED the _____ day of _____, 20____.

[NAME OF PRIORITY LIEN HOLDER]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Document comparison by Workshare 9.5 on August 9, 2018 4:18:59 PM

Input:	
Document 1 ID	interwovenSite://NDCDMS01.LAW.FIRM/NATDOCS/34392711/1
Description	#34392711v1<NATDOCS> - OBA Agreement - original 2016 Template
Document 2 ID	interwovenSite://NDCDMS01.LAW.FIRM/NATDOCS/34392711/6
Description	#34392711v6<NATDOCS> - OBA Agreement - revised Template (post-Trust) - August 9, 2018
Rendering set	Dentons Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	403
Deletions	215
Moved from	2
Moved to	2
Style change	0
Format changed	0
Total changes	622

Michelle Cook

From: Amir Hasan <amir.hasan@enbridge.com>
Sent: Thursday, September 06, 2018 3:19 PM
To: Amir Hasan
Cc: Darren McIlwraith; Michelle Cook; Amir Hasan; Joseph Dimeo; EGD Open Bill Admin; Guri Pannu; Shakeel Arshed; don.macintosh@dentons.com
Subject: Open Bill Access - Consultative Process - Amendment of the Open Bill Access Billing and Collection Services Agreement

To: All Billers under the OBA Program

On August 13, 2018, the Company provided an Amendment Notice to the Billers pursuant to Section 1.8.2 of the Open Bill Access Billing and Collection Services Agreement. The Company has received Consultation Notices, and is initiating the Consultative Process to review and discuss the proposed amendments.

The Company invites the Billers to attend the following meetings:

- Thursday September 13, 2018, 1 pm – 2:30 pm (Room: The Pines)
 - Introduction to OBA Amendments
 - Overview and discussion of Trust Agreement Changes
 - Overview of Operational Issues Changes
- Monday September 17, 2018, afternoon (2 hours) (Room: TBD)
 - Discussion of the Operational Issues Changes
- Potential Meeting: Thursday September 20, 2018, 2 pm – 4 pm (Room: Oak Room)
 - Agenda to be determined based on the previous meetings
- Potential Meeting: Tuesday September 25, 2018, time and room TBD
 - Agenda to be determined based on the previous meetings

Unless otherwise noted, the meetings will occur at the Company's offices at 500 Consumers Road, Toronto Ontario (Victoria Park and Sheppard). **When you arrive at our offices, please go to the main lobby, and we will escort you to the meeting room from the main lobby.**

Due to space constraints, **each Biller may only bring two representatives to each meeting.**

Please reply to the sender via return email by **Tuesday September 11, 2018** advising which meetings you will be attending, and (if available) the name and title of your representative(s).

Thanks

Amir Hasan CPA, CMA
Supervisor Third Party Financials

ENBRIDGE GAS DISTRIBUTION INC.
500 Consumers Road, North York, ON, M2J 1P8
amir.hasan@enbridge.com
enbridgegas.com
Integrity. Safety. Respect.

1st OBA Consultative Meeting

September 13, 2018

—



Agenda

Safety Moment and Team Introduction

Why we are here

Consultative Process

OBA Trust Wind-down

Enbridge Gas and Union Gas Open Bill Programs

Operational Changes

Q & A -- Process and Trust questions only



FALL DRIVING TIPS

Make sure you do a thorough pre-trip and post-trip inspection of your vehicle to make sure there are fewer surprises out there on the road. Pay special attention to your tires, wipers, fluid levels, and lights.

Regularly accelerate and follow with light braking to get a sense of how your vehicle will react – especially before entering traffic.

Allow an extra space between you and other vehicles in poor driving conditions.

Using signals early, leaving them on longer and taking your time when changing lanes gives ample warning to motorists who may not be paying attention.

Always have supplies in case you do find yourself stuck. Extra warm clothes, a blanket, and some food & water could make your wait a lot more comfortable and bearable until help arrives or conditions improve.

Be aware of trouble spots! A layer of wet leaves could seriously affect your ability to stop.



Why we are here ?



Open up the consultative process required to update and
renew the program

Overview of issues we are experiencing with OBA

What are we trying to achieve with program changes?

Consultative Process



Four meeting dates have been proposed:

- September 13, September 17, September 20 and September 25

The purpose of the meetings is to settle and agree on the proposed amendments

If no agreement is reached, EGD may forward a revised Amendment Notice

Billers will have 30 days to provide objections to the revised Amendment Notice

At the end of the 30 days, EGD will notify the Billers whether the changes are deemed to have been accepted

Enbridge Gas and Union Gas Open Bill Programs



Status of EGD Union merger plan

Related Amendments to OBA

Operational Changes



Next meeting is dedicated to discuss Operational changes

What changes we are making

- Third party servicers
- BTC Rationalization
- Strike rules
- Brand Protection
- Customer Billing Disputes

Questions



Process and Trust related questions only

Michelle Cook

From: Amir Hasan <amir.hasan@enbridge.com>
Sent: Friday, September 14, 2018 10:46 AM
To: Amir Hasan
Cc: Darren McIlwraith; Michelle Cook; don.macintosh@dentons.com; Shakeel Arshed; EGD Open Bill Admin; Joseph Dimeo
Subject: OBA Amendment Notice - Update
Attachments: OBA Amendment Notice - Update - September 14, 2018.pdf

To: The Billers under the OBA Program

Further to our Notice and revised OBA provided to you on August 13, 2018, EGD hereby provides notice of its intention to further amend the OBA.

Attached to this Update Notice is a Memo setting out particulars of the amendments proposed, as well as EGD's explanation of the amendments. Also attached to this Update Notice are: (1) A black-line of the current OBA to the further revised OBA, showing the cumulative changes proposed, and (2) a black-line of the revised draft proposed OBA, showing only the additional changes proposed against the draft proposed OBA provided to all the Billers on August 13, 2018.

EGD is still proposing that the revised Amended and Restated Billing and Collection Serviced Agreement (the "New OBA") will be effective January 1, 2019.

Thanks

Amir Hasan CPA, CMA
Supervisor Third Party Financials
Large Volume and Customer Strategy

ENBRIDGE GAS DISTRIBUTION INC.
TEL: 416-495-5040 | FAX: 416-495-5657
500 Consumers Road, North York, ON, M2J 1P8
amir.hasan@enbridge.com
enbridgegas.com
Integrity. Safety. Respect.

2nd OBA Consultative Meeting

September 17, 2018

—



Agenda



Introduction

Safety Moment

Consultative Discussion

Beat the Silent Killer

Make sure **YOUR** household is safe from carbon monoxide poisoning.

Ensure all fuel-burning appliances and vents in your home are inspected annually. Find a registered contractor at **COsafety.ca**



Install and regularly test carbon monoxide alarms



of all carbon monoxide deaths and injuries in Ontario occur in homes



Symptoms of carbon monoxide poisoning are similar to the flu without the fever

It is often referred to as The Silent Killer



No Odour



No Colour



No Taste

Many Ontario homes have on average **4-6 fuel-burning appliances** that produce carbon monoxide



Fireplace



Portable Fuel Heater



Dryer



Furnace



Stove



Water Heater



Portable Fuel Fired Generator



COsafety.ca
@TSSAOntario



ontario.ca/firemarshal
@ontfiremarshal

Consultative Discussion

[REDACTED]

Suggested changes were sent to all Billers on August 13 and September 14, 2018

From: [Amir Hasan](#)
To: [Amir Hasan](#)
Cc: [Darren McIlwraith](#); [Michelle Cook](#); don.macintosh@dentons.com; [Joseph Dimeo](#); [Shakeel Arshed](#)
Subject: Open Bill Access - Consultative Process - Amendment of the Open Bill Access Billing and Collection Services Agreement
Date: Monday, September 24, 2018 4:22:10 PM
Attachments: [Updated EGD Notice and Memo to Billers re Changes to OBA - September 24.....pdf](#)
Importance: High

Hello Everyone,

The **3rd Consultative meeting** will be held tomorrow Tuesday, September 25 from 2:00 pm to 4:00 pm in Amphitheatre at company offices at 500 Consumers Road Toronto Ontario.

When you arrive at our offices, please go to the main lobby, and we will escort you to the meeting room from the main lobby. Due to space constraints, each Biller may only bring two representatives to each meeting.

Attached to this Update Notice is a Memo setting out particulars of the amendments proposed, as well as EGD's explanation of the amendments. Also attached to this Update Notice are: (1) A black-line of the current OBA to the further revised OBA, showing the cumulative changes proposed, and (2) a black-line of the revised draft proposed OBA, showing only the additional changes proposed against the draft proposed OBA provided to all the Billers on September 14th, 2018.

Thanks

Amir Hasan CPA, CMA

Large Volume and Customer Strategy

ENBRIDGE GAS DISTRIBUTION INC.

TEL: 416-495-5040 | FAX: 416-495-5657

500 Consumers Road, North York, ON, M2J 1P8

amir.hasan@enbridge.com

enbridgegas.com

Integrity. Safety. Respect.

From: Amir Hasan
Sent: Wednesday, September 19, 2018 11:16 AM
To: Amir Hasan
Cc: Michelle Cook; Guri Pannu; Darren McIlwraith; Joseph Dimeo; Shakeel Arshed; don.macintosh@dentons.com
Subject: FW: Open Bill Access - Consultative Process - Amendment of the Open Bill Access Billing and Collection Services Agreement

Hello Everyone,

We will **not have the 3rd Consultative meeting tomorrow** i.e. Thursday September 20.

The new date and time of **3rd Consultative meeting** is Tuesday September 25, from 2:00 pm to 4:00 pm at the Company's offices at 500 Consumers Road, Toronto Ontario (Victoria Park and

Sheppard).

We are working on the suggestions we received in two consultative meetings and will send out the necessary documentation before the 3rd Consultative meeting on Tuesday.

The logistics and the room details will also be sent well before the meeting time.

Thanks

Amir Hasan CPA, CMA

Large Volume and Customer Strategy

ENBRIDGE GAS DISTRIBUTION INC.

TEL: 416-495-5040 | FAX: 416-495-5657

500 Consumers Road, North York, ON, M2J 1P8

amir.hasan@enbridge.com

enbridgegas.com

Integrity. Safety. Respect.

From: Amir Hasan

Sent: Thursday, September 06, 2018 3:19 PM

To: Amir Hasan

Cc: Darren McIlwraith; Michelle Cook; Amir Hasan; Joseph Dimeo; EGD Open Bill Admin; Guri Pannu; Shakeel Arshed; don.macintosh@dentons.com

Subject: Open Bill Access - Consultative Process - Amendment of the Open Bill Access Billing and Collection Services Agreement

Importance: High

To: All Billers under the OBA Program

On August 13, 2018, the Company provided an Amendment Notice to the Billers pursuant to Section 1.8.2 of the Open Bill Access Billing and Collection Services Agreement. The Company has received Consultation Notices, and is initiating the Consultative Process to review and discuss the proposed amendments.

The Company invites the Billers to attend the following meetings:

- Thursday September 13, 2018, 1 pm – 2:30 pm (Room: The Pines)
 - Introduction to OBA Amendments
 - Overview and discussion of Trust Agreement Changes
 - Overview of Operational Issues Changes
- Monday September 17, 2018, afternoon (2 hours) (Room: TBD)
 - Discussion of the Operational Issues Changes
- Potential Meeting: Thursday September 20, 2018, 2 pm – 4 pm (Room: Oak Room)
 - Agenda to be determined based on the previous meetings
- Potential Meeting: Tuesday September 25, 2018, time and room TBD
 - Agenda to be determined based on the previous meetings

Unless otherwise noted, the meetings will occur at the Company's offices at 500 Consumers Road, Toronto Ontario (Victoria Park and Sheppard). When you arrive at our offices, please go to the main lobby, and we will escort you to the meeting room from the main lobby.

Due to space constraints, **each Biller may only bring two representatives to each meeting.**

Please reply to the sender via return email by **Tuesday September 11, 2018** advising which meetings you will be attending, and (if available) the name and title of your representative(s).

Thanks

Amir Hasan CPA, CMA

Large Volume and Customer Strategy

ENBRIDGE GAS DISTRIBUTION INC.

500 Consumers Road, North York, ON, M2J 1P8

amir.hasan@enbridge.com

enbridgegas.com

Integrity. Safety. Respect.

3rd OBA Consultative Meeting

September 25, 2018

—



Agenda



Introduction

Safety Moment

Consultative Discussion

MENTAL HEALTH

AFFECTS **1 IN 5** CANADIANS

in the Workplace

Nearly 7-million people will experience a mental health problem in any given year¹



The Benefits

Retention
Recruitment
AWARENESS
Reduced Stigma
CARING
Healthier
Organization
Engaged Employees
Accountability
STIGMA
Better Performance
Management
INCREASED
EAP USE
Effective
Communication
More Open
Communication
Positive Business Metrics
Reduced Turnover
Lower Absenteeism
ROI
BUY-IN
PEOPLE
CORPORATE
INITIATIVES
Increased Productivity
Sustained
Commitment
BETTER COLLABORATION

THE COST

TOTAL ECONOMIC
COSTS OF
MENTAL ILLNESS
IN CANADA³

\$50 Billion

Leading Contributors to Disability



WHAT CAN Your Workplace DO?



Get **C.L.E.A.R.** on what's required for building a psychologically healthy workplace:



CULTURE
Foster overall psychological health and a respectful workplace

LEADERSHIP
Obtain active support from organizational leaders and communicate the policy, look for prevention opportunities

EDUCATION
Enhance knowledge to facilitate recognition, identification, and management of problems

ACCESSIBILITY
Employees can easily find policies, procedures, and support of problems

RELATIONSHIPS
Monitor and understand, find the balance between support and intrusion

CONNECT WITH US   

wsps.ca 1 877 494 WSPS (9777)

For more information contact Workplace Safety & Prevention Services



WSPS.CA

Having the Case for Investing in Mental Health in Canada: Mental Health Commission of Canada, 2014. Sources: Services National Canadian for Psychological Health and Safety in the Workplace, Mental Health Commission of Canada, 2014. Creating the Case for Investing in Mental Health in Canada: Mental Health Commission of Canada, 2014. Psychological Health & Safety at Work Guide for Employers, Mental Health Commission of Canada, 2012.

Consultative Discussion

[REDACTED]

Discuss changes

E signature



Michelle Cook

From: Amir Hasan <amir.hasan@enbridge.com>
Sent: Thursday, October 11, 2018 2:42 PM
To: Amir Hasan
Cc: Michelle Cook; don.macintosh@dentons.com; Darren McIlwraith; Joseph Dimeo; Shakeel Arshed; Cathy Small
Subject: Revised OBA Amendment Notice
Attachments: Revised OBA Amendment Notice October 11, 2018.pdf

To: The Billers under the OBA Program

Further to our Notice provided to you on August 13, 2018, the amendment notices provided on each of September 14, 2018 and September 24, 2018, and the Consultative Process, EGD hereby provides a revised Amendment Notice pursuant to Section 1.8.2(f) of the OBA.

Attached to this email are:

- (a) the revised Amendment Notice,
- (b) a Memo setting out the particulars of the amendments proposed as well as EGD's explanation of amendments,
- (c) a black-line of the current OBA (the "**Current OBA**") to the revised Amended and Restated Billing and Collection Services Agreement (the "**New OBA**") showing the specific changes proposed, and
- (d) a clean copy of the revised Amended and Restated Open Bill Access Billing and Collection Services Agreement.

Pursuant to Section 1.8.2 of the Current OBA, all Billers have certain rights to regarding these amendments. Each Biller should review the attached documentation and Section 1.8.2 of the Current OBA to understand their rights, and the effect of this revised Amendment Notice.

EGD is proposing that the New OBA will be effective on January 1, 2019.

Thanks

Amir Hasan CPA, CMA

Large Volume and Customer Strategy

ENBRIDGE GAS DISTRIBUTION INC.

TEL: 416-495-5040 | FAX: 416-495-5657

500 Consumers Road, North York, ON, M2J 1P8

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Integrity. Safety. Respect.

REVISED OBA AMENDMENT NOTICE

To: All 'Open Billers' (each, a "**Bill**er", and collectively, "**All Billers**") under the Open Bill Program operated by Enbridge Gas Distribution Inc. ("**EGD**")

Re: Amended and Restated Billing and Collection Services Agreement (the "**Current OBA**") entered into between each Biller and EGD

Dated: Thursday October 11, 2018

Background

On or about August 13, 2018, EGD provided an Amendment Notice (as defined in the Current OBA) to All Billers regarding certain changes which EGD proposed to make to the Current OBA. As a result of Consultation Notices (as defined in the Current OBA) delivered to EGD by certain Billers, EGD initiated the Consultative Process (as defined in the Current OBA).

During the Consultative Period (as defined in the Current OBA), (A) various Billers in attendance met with representatives of EGD to review and discuss the proposed changes, and (B) EGD amended and refined the proposed changes to the Current OBA, and provided to All Billers two updated Amendment Notices (together with particulars of the amendments proposed and a black-line of the documentation) on each of September 14, 2018 and September 24, 2018.

While EGD is of the view that a consensus was reached with All Billers during the Consultative Period regarding the changes which are proposed to be made to the Current OBA, EGD has determined to follow the procedures set out in Section 1.8.2 of the Current OBA to ensure that all Billers have an adequate opportunity to be consulted and express their views regarding the proposed changes.

Revised Amendment Notice

Pursuant to Subsection 1.8.2(f) of the Current OBA, EGD hereby gives notice to each Biller of its intention to amend the Current OBA.

Attached to this Revised OBA Amendment Notice are:

- (a) a Memo setting out the particulars of the amendments proposed, as well as EGD's explanation of the amendments,
- (b) a black-line of the Current OBA showing the specific changes proposed, and
- (c) a clean copy of the revised Amended and Restated Open Bill Access Billing and Collection Services Agreement.

EGD is proposing that the revised Amended and Restated Billing and Collection Services Agreement (the "**New OBA**") will be effective on January 1, 2019.

Biller Rights and Action

AS PROVIDED IN SUBSECTION 1.8.2(F) OF THE CURRENT OBA, FAILURE OF A BILLER TO PROVIDE AN OBJECTION NOTICE (AS DEFINED IN THE CURRENT OBA) SHALL BE DEEMED TO BE AN APPROVAL OF THE PROPOSED AMENDMENTS TO THE CURRENT OBA AS SET OUT IN THIS REVISED AMENDMENT NOTICE.

The thirty (30) day period referenced in Subsection 8.1.2(f) of the Current OBA, and within which a Biller must provide notice to EGD of a Biller's objection to any of the proposed amendments, shall expire on Monday November 12, 2018.

ENBRIDGE GAS DISTRIBUTION INC.

By: 
Name: Darren McIlwraith
Title: Director, Customer Care

MEMO RE AMENDMENTS TO OBA

To: All 'Open Billers' (each, a "**Biller**", and collectively, "**All Billers**") under the Open Bill Program operated by Enbridge Gas Distribution Inc. ("**EGD**")

Re: Further Amended and Restated Open Bill Access Billing and Collection Services Agreement to be entered into between each Biller and EGD (the "**New OBA**"), and which New OBA is to be effective as of January 1, 2019

Dated Thursday October 11, 2018

Background

As a result of the termination of the amended and restated proceeds transfer, servicing and trust agreement dated February 4, 2010 (the "**Trust Agreement**") between EGD, CIBC Mellon Trust Company, and All Billers, the current Amended and Restated Open Bill Access Billing and Collection Services Agreement (the "**Current OBA**") entered into by each Biller with EGD is required to be amended and modified.

In that regard, EGD has followed the amendment process set out in Section 1.8.2 of the Current OBA. The purpose of this memo is to outline to All Billers the substantive changes to the Current OBA which are being proposed by EGD, following the input of and discussions with Billers during the Consultative Process pursuant to s.1.8.2.

The majority of the changes are necessary to reflect that the trust payment mechanisms established pursuant to the Trust Agreement are no longer required, as a result of the termination of the Trust Agreement. The balance of the changes are necessary to address inefficiencies and operational issues in the implementation of the Open Bill Program. Lastly, there are a few changes, which are clearly on their face drafting 'clean-up' of the relevant language in the Current OBA.

The following are EGD's comments on the substantive changes to the Current OBA which are reflected in the New OBA. These comments are in two parts – the first, addressing changes resulting from the termination of the Trust Agreement, and the second addressing changes relating to various operational issues that EGD has identified over the period since the last update of the Current OBA.

This memo does not purport to address or comment on every proposed change, all of which are reviewable in the black-lined version of the New OBA provided to All Billers with the Revised OBA Amendment Notice of even date.

Trust Agreement Changes

Recitals E, F and G – These new recitals simply provide the background regarding the termination of the Trust Agreement.

s.1.1 – "Beneficial Interest", "Biller Proceeds", "Biller Percentage", "Biller Receivable", "Billing Date", "Deemed Proceeds", Distribution Entitlement", "EGD Receivable", "Payment Amount", "Receivables

Entitlement”, “Related Calculation Day”, “Scheduled Payment Amount”, “Scheduled Settlement” and “Settlement Amount”, and others.

All of these definitions related to the payment mechanism that existed under the Trust Agreement. Some of these definitions are being deleted, as they are no longer necessary or relevant (such as “Related Calculation Day”), and others of these definitions have been redefined to more accurately reflect their respective meanings under the post-Trust Agreement payment process (for e.g. “Distribution Entitlement” is now “Receivable Entitlement”, “Settlement Amount” is now “Payment Amount”, “Related Calculation Day” is now “Billing Date”, and “Scheduled Settlement” is now “Biller Percentage”).

If a term was defined in the Trust Agreement, and used in the Current OBA, the definition has been added in to the New OBA as a result of the termination of the Trust Agreement (for e.g. “Deemed Proceeds”, “Lien”, and “Permitted Liens”)

“Priority Lien Holder”, “Related Security”, “Required Postponement and Subordination Agreement” have all been brought in to the New OBA to address the requirement (previously set out in the Trust Agreement) that EGD must have a first priority security over the accounts receivable that it is purchasing from each Biller.

s.2.2/s.2.3 – The terminology changes in these sections reflect the changes to the defined terms referenced above. Similar changes are scattered throughout the New OBA. **This memo does not point out all of these terminology changes, as they are quite apparent in a review of the black-lined version of the New OBA included with this memo.**

s.4.2.1/s.4.2.2/s.4.2.3 – The changes in these three sub-sections reflect the changes in the payment-related terminology noted above. As well, the wording was re-organized slightly to assist the reader in his or her review and understanding of these provisions.

s.4.2.4/s.4.2.5 – These two sub-sections bring in to the New OBA the priority security requirement that was previously set out in the Trust Agreement. In brief, these two sub-sections require the Biller to obtain for the benefit of EGD priority agreements with any prior secured creditors of the Biller, so as to ensure that EGD has a first priority security interest in the ‘Receivables Entitlements’ for which EGD is paying the Biller under the Agreement. This concept is not new, and incorporates into the New OBA the security requirement mechanics which were previously in the Trust Agreement.

s.8.3(b) – The inclusion of this subsection is intended to clarify the expectation of the parties regarding the need for, and importance to EGD of, obtaining the priority security arrangements for the ‘Receivables Entitlements’ (see s.4.2.4 and s.4.2.5, noted above).

s.8.7(c) – This new subsection reflects the incorporation into the New OBA from the Trust Agreement of the priority security arrangements for the ‘Receivables Entitlements’ and the effect of not complying with that requirement.

s.8.7(l)/s.8.7(m) – The deletion of these subsections reflects the termination of the Trust Agreement.

s.11.9 – This new subsection ensures that the Biller and EGD continue seamlessly with their obligations under the New OBA, once it is signed up and becomes effective.

Appendix “H” – This new Appendix continues the theme of incorporating the security requirements, and related obligations, from the Trust Agreement into the New OBA.

Operational Issues Changes

s.1.1 – New definition of “Affiliate”. This term is used primarily in the context of the changes referenced below related to the relationship between EGD and Union Gas Limited.

s.1.1 – New definitions of: “Dispute Resolution Rate”, “Number of Customer Accounts”, and “Number of Customer Billing Disputes”. These defined terms are all used in the amended s.8.7(g) [see comment below].

s.1.8.2(c) and (e) – The changes in these subsections are intended to clarify the existing language and do not alter the meaning or intent of these subsections.

s.2.6.2 – Use of Third Party Servicers – Billers are accountable for ensuring that each charge submitted for Billing Services complies with the Agreement. In discussions with Billers, it is apparent that Biller practices relating to Third Party Servicers and Biller Outsourcing vary widely. This new section reflects and builds on best practices implemented by a number of existing Billers.

The provisions of s.2.6.2 do not create any new obligations vis-a-vis third parties, but simply provide more details around how those third-party relationships should be implemented if the Biller will be requesting EGD to perform Billing Services for the Biller which result from Biller Outsourcing. EGD is confident that where Billers wish to implement Biller Outsourcing, compliance with these provisions will result in a more efficient and effective billing system.

s.3.3.1 – Drafting clean-up. Enbridge has determined that it may not be necessary to enter into new trade-mark license agreements with All Billers, and recognizes that there may be multiple agreements with a Biller in respect of different trademarks. This section has been amended to reflect that.

s.5.3.2 – This change clarifies the expectation regarding what constitutes a ‘valid credit check’ by linking the requirement back to a qualitative measure that is already referenced in the Agreement.

s.6.1(c) – There are currently almost 140 ‘Bill Type Codes’ (or BTCs) in the EGD Open Bill System. Many of these BTCs have not been used for a number of billing cycles, or are used for only a very small number of bills. As well, several of these BTCs are duplicative. EGD intends to rationalize and consolidate the number of BTCs. The changes in this subsection will provide a clear guide to when and how underutilized BTCs will be removed from the Program.

s.8.4(c) – Drafting clean-up / correcting formatting.

s.8.5 – This new section provides additional termination rights to EGD that are tied directly to the operation of the open bill programs by both EGD and Union Gas Limited.

s.8.5(a) – EGD and Union Gas Limited are currently affiliates, and have filed an application with the Ontario Energy Board seeking approval to amalgamate (EB-2017-0306). Section 8.5(a) provides EGD and Union Gas Limited with the ability to ensure that the utilities have a common approach to the Open Bill program, the obligations of the Billers and the protection of the Enbridge brand.

s.8.5(b) – This section recognizes that EGD and Union Gas Limited are now affiliated and that conduct by a Biller that is unacceptable to one of them is considered to be unacceptable to both of them.

s.8.5(c) – This section recognizes that operation of EGD’s open bill program requires that it not be a drain on EGD’s resources, and that if a minimum revenue amount is not generated by the program, EGD will need the flexibility to review the program and consider its options, including termination.

s.8.7(d) – The deletion of the reference to s.7.6 from this subsection reflects Enbridge’s acknowledgement that the obligation to comply with the s.7.6 obligations is adequately covered in the following subsection 8.7(e).

s.8.7(e) – The majority of Billers are consistently compliant with their obligations under the Current OBA. However, there are Billers who have conducted their business in a manner that is not compliant with those obligations. This has resulted in negative media portrayal of the Program, damage to the Enbridge brand, and increased costs and inefficiencies in the operation of the Program. The amendment to this subsection is intended to provide EGD with a reasonable tool to protect the Open Bill Program and all compliant Billers.

s.8.7(f) – If a Biller fails to comply with any of its obligations under the Agreement which has an adverse effect on EGD or the public’s perception of EGD, that failure cannot be cured. The amendment to this subsection reflects that reality.

s.8.7(g) – This new subsection establishes an event of default for those Billers that conduct their business or provide services in a manner which results in an unusually large number of customer billing disputes, or where customer billing disputes are not resolved within the existing requirements of the Agreement – with both requirements being based on metrics that are available to the Billers in EGD’s regular reporting of the Billers activities. It has been EGD’s experience that the unusually large number of customer billing disputes has the effect of not only tarnishing the image of both EGD and those Billers that conduct themselves in an appropriate manner, but also results in a disproportionate amount of time (and cost) to EGD in trying to manage those customer billing disputes. The new defined terms included in s.1.1 [see above] are used in this subsection.

s.11.1 – Notice – This provision has been updated to reflect that almost no one has a fax machine, and almost all communications are now by e-mail, and to update EGD’s contact information.

s.11.7 – This section has been amended to reflect the flexibility needed by Enbridge in respect of the possible combination of Enbridge with Union Gas and/or the possible combination of the Enbridge and Union Gas Open Bill Programs. This change should be read in tandem with the new s.8.4.2 which was added for the same purpose.

s.11.8 – Counterparts – This section has been updated to reflect EGD’s new standard language for counterparts, including electronic signature of the Agreement and ancillary documents.

s.11.9 – This section addresses the implications of the Biller signing the New OBA and how the New OBA replaces the Current OBA.

Page 52 (signature page) – One of the signature lines for Enbridge has been removed. Only one Enbridge signature is required.

Appendix “B” – Updated to reflect the current specifics.

~~Execution Copy~~ Draft: September 30, 2018

ENBRIDGE GAS DISTRIBUTION INC.

- and -

[OPEN BILL PARTICIPANT]



AMENDED AND RESTATED
OPEN BILL ACCESS
BILLING AND COLLECTION SERVICES AGREEMENT

2.

ver. ~~4.0~~5.0

AMENDED AND RESTATED
OPEN BILL ACCESS
BILLING AND COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made ~~and effective~~ as of the [●] 1st day of [●], 2016 January 2019, with effect as of the Effective Date

B E T W E E N :

ENBRIDGE GAS DISTRIBUTION INC.,
an Ontario corporation

(the "Company")

- and -

●,

a ● [corporation]

(the "Biller")

BACKGROUND:

- A. The Biller is engaged in the business of providing the Customer Services to the Customers.
- B. Each Customer has entered into a Customer Services Agreement whereby such Customer has agreed, among other things, (1) to pay certain stipulated amounts in respect of the Customer Services provided to such Customer under the Customer Services Agreement; and (2) to allow the Biller to share information regarding such Customer with the Company.
- C. The Biller desires to engage the Company to provide the Billing Services, including the billing and collecting of amounts payable by each Customer pursuant to the Customer Services Agreements.
- D. The Customer Services are in compliance with the requirements set out in the Open Bill Manual and therefore the Company has agreed to provide the Billing Services to the Biller.
- E. The Biller and the Company are ~~parties to the Trust Agreement~~ party to an Open Bill Access Billing and Collection Services Agreement made and effective as of <> (the "Prior Agreement"), and wish to amend and restate the terms thereof as contemplated and provided herein, effective as of the date specified in Section 11.9.
- E. Prior to the Effective Date, the parties' relationship was also governed by the Trust Agreement, and the parties (together with all other current billers) have determined to manage their relationship and operate outside of the mechanics imposed by the Trust Agreement.

G. The Effective Date reflects the date on which the mechanics imposed by the Trust Agreement are no longer operational, as contemplated pursuant to the terms of the Trust Agreement.

NOW THEREFORE IN CONSIDERATION of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I – INTERPRETATION

1.1 Definitions

In this Agreement, in addition to any terms defined elsewhere in this Agreement, the following terms shall have the respective meaning attributed to them below:

"**Actual Billed Amount**" means the aggregate amount actually billed on a Service Bill by the Company to Customers in respect of (a) Customer Services provided to the Customers, or (b) Customer Directed Payments, plus applicable Taxes thereon, as specified in the Service Bill rendered on the relevant Business Day, provided however, for certainty, in no event will an amount specified on a Service Bill that is a re-issuance of a previously billed Actual Billed Amount (for example, the re-issuance to a Customer of a Service Bill for Customer Services following a reversal of a previously issued Service Bill for those same Customer Services and, for further example, the issuance of a Service Bill to a Customer that is about to be "red-locked" by the Company for purposes of aggregating amounts that were specified on previously issued Service Bills for the same Customer Services but for which payment had not been made by the Customer) constitute an Actual Billed Amount for purposes hereof ~~and the Trust Agreement~~, provided, further, that if and to the extent any amount that does not constitute an Actual Billed Amount by virtue of the foregoing proviso is included as a Deemed Proceed hereunder ~~or under the Trust Agreement~~, and some or all of such amount is subsequently billed on a Service Bill, the amount on such subsequent Service Bill shall constitute an Actual Billed Amount notwithstanding the foregoing proviso;

"**Adjusted Settlement**" has the meaning given to such term in Section 4.4;

"Affiliate" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by such person or is under common control of a third person; and "control" of a Person is deemed to occur when another Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise;

"**Agreement**", "**hereto**", "**hereunder**", "**hereby**" and similar expressions refer to this Agreement, the Appendices attached hereto and any other documents attached hereto or incorporated herein by reference, each as amended from time to time in accordance with this Agreement, and do not refer to any particular article, section, paragraph or other portion hereof;

"**Annual Forecast**" has the meaning given to such term in Section 2.5;

"**Applicable Laws**" means any and all applicable federal, provincial and municipal laws, statutes, by-laws, rules, regulations, orders and ordinances together with all codes, guidelines, policies, notices, directions, directives and standards of any Governmental Authority which are legally binding, affecting the obligations of either of the Parties under this Agreement, from time to time;

"**Arbitration Notice**" has the meaning given to such term in Section 7.7.4;

"**At-Issue Amount**" has the meaning given to such term in Section 7.6(c)(iii);

"**At-Issue Receivable**" has the meaning given to such term in Section 7.6(c)(iii);

~~"Beneficial Interest" has the meaning given to such term in the Trust Agreement;~~

~~"Biller Insurance Policies"~~ has the meaning given to such term in Section 9.4.1;

"Biller ~~Proceeds~~Percentage" has the meaning given to such term in ~~the Trust Agreement~~Appendix "B";

"Biller Receivable" ~~has the meaning given to such term in the Trust Agreement~~means all payment obligations of a Customer to the Biller, arising on or after the Effective Date which obligations have been billed during the Term in a Service Bill to such Customer;

"Biller Records" has the meaning given to such term in Section 4.10;

"Billing Date" means the Business Day on which a Services Bill is rendered, and the Billing Date for a particular Biller Receivable is the calendar day set out on the relevant Service Bill;

"Billing Fee" has the meaning given to such term in Appendix "B";

"Billing Fee Adjustment" has the meaning given to such term in Appendix "B";

"Billing Period" in respect of a Customer means each consecutive period of approximately one month established by the Company for such Customer in accordance with the Company's customary billing procedures;

"Billing Services" means, collectively, the billing and collection services and associated customer care activities set out in Appendix "A", as the same may be amended, revised, modified, supplemented or superseded by the Company from time to time in accordance with the terms of this Agreement;

"Business Continuity Plan" means one or more logistical plans which have been created and validated by an entity setting out how the relevant entity will recover and restore partially or completely interrupted operational functions within a predetermined time after the occurrence of a disaster or similar disruption, and which plan or plans form part of the entity's risk management practices;

"Business Day" means a day other than a Saturday, Sunday or statutory or civic holiday in the ~~City~~Province of ~~Toronto~~Ontario;

"Company Insurance Policies" has the meaning given to such term in Section 9.4.2;

"**Company Records**" has the meaning given to such term in Section 4.9;

"**Confidential Information**" means all information concerning the business, operations or assets of a Party which a Party regards as confidential and proprietary and desires to protect from unauthorized disclosure or use, whether orally transmitted or written (including information in machine readable form), that is disclosed or made available by one Party (the "**Owning Party**") to the other (the "**Receiving Party**") in connection with the Purpose, but for certainty, does not include any information:

- (a) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, other than by the breach of this Agreement;
- (b) that, prior to disclosure by the Owning Party, was already in the lawful possession of the Receiving Party without any obligation of confidentiality, as evidenced by written records kept by the Receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the Receiving Party;
- (c) independently developed by the Receiving Party, by persons having no direct or indirect access to the Owning Party's Confidential Information provided that the Receiving Party shall have the burden of so proving on a reasonable basis; or
- (d) which, subsequent to disclosure, is obtained from a third party: (i) who is lawfully in possession of the Confidential Information; (ii) who is not, to the best of the knowledge and belief of the Receiving Party, in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable with respect to that Confidential Information; and (iii) who does not prohibit the Receiving Party from disclosing the Confidential Information to others;

"**Consumer Protection Act**" means the *Consumer Protection Act, 2002*, S.O. 2002, c. 30 and the Regulations thereto, and any other Applicable Laws in respect of or applicable to the Customer Services or the delivery or sale thereof by the Biller to Customers, as any of the same may be brought into force, amended or replaced from time to time;

"**Corrective Costs**" has the meaning given to such term in Appendix "B";

"**Customer**" means an active customer of the Biller receiving Customer Services at a Service Address, and which customer has not had its gas distribution service terminated for non-payment on more than one previous occasion, and includes any other Person obligated to make payments of amounts owing from time to time in respect of a Biller Receivable of such Customer;

"**Customer Billing Dispute**" has the meaning given to such term in Section 7.6;

"**Customer Data**" has the meaning given to such term in Section 3.4(a);

"Customer Directed Payment" means any payment made by a Customer for which the Biller has received written or recorded instructions from such Customer that such payment is in respect of an amount outstanding pursuant to such Customer's Financing Plan with the Biller;

"Customer Services" means any one or more of the products and/or services for which there is a corresponding 'Bill Type Code' in the Open Bill Manual, as the same may be amended in accordance with this Agreement from time to time, provided by the Biller to Customers (either directly or indirectly, as contemplated in Subsection 2.6.2), within the Company's gas distribution franchise area in accordance with the terms of a Customer Services Agreement;

"Customer Services Agreement" means an agreement between a Customer and the Biller with respect to the provision of Customer Services;

"Cycle Day" means a billing cycle day of the Company;

"Deemed Proceeds" ~~has the meaning given to such term in the Trust Agreement~~ means, in the case of a particular Biller Receivable, any amount by which the outstanding balance thereof is either reduced or cancelled by the Biller;

"Dispute Notice" has the meaning given to such term in Section 7.7.2;

"Dispute Resolution Rate" means the rate at which the Biller resolves Customer Billing Disputes, and is calculated as (A) the Number of Customer Billing Disputes in any rolling consecutive twelve (12) month period which have been resolved by the Biller, divided by (B) the Number of Customer Billing Disputes in such twelve (12) month period which have been resolved by the Biller as contemplated in Section 7.6(d) or in respect of which the Company has exercised its rights as contemplated in Section 7.6(e), and then multiplied by (C) 100.

"Distribution Charges" means all charges of the Company in respect of gas, gas distribution services or related items provided by, or on behalf of, the Company to a Customer from time to time;

"Distribution Entitlement Effective Date" ~~means all of the Beneficial Interest of the Biller relating to the Biller Receivables billed on a particular Business Day;~~ ~~"EGD Receivable" has the meaning given to such term~~ the first day after the Termination Date (as defined in the Trust Agreement);

"Event of Default" has the meaning given to such term in Section ~~8.6~~ 8.7;

"Fee Invoice" has the meaning given to such term in Section 4.6;

"Final Billing Date" has the meaning given to such term in the "Definitions" section of Appendix "G";

"Financial Assurances" has the meaning given to such term in Section 9.1;

"Financing Plan" means an arrangement evidenced by an agreement between the Biller and a Customer pursuant to which the Biller has agreed, *inter alia*, to finance such Customer's acquisition of one or

more of the Customer Services and which agreement has been entered into in accordance with, and which complies with, the *Consumer Protection Act*;

"Governmental Authority" means any government, regulatory body or authority, agency, governmental department, board, commission, tribunal, court or other law, rule, or regulation making authority having jurisdiction or control on behalf of Canada or any provincial, regional or local governmental, or other subdivision thereof;

"GST/HST" means the taxes (including goods and services tax and harmonized sales tax) imposed under Part IX of the *Excise Tax Act* (Canada);

"Liens Insurance Policies" has the meaning given to such term in ~~the Trust Agreement~~ [Section 9.4.1](#);

"Lien" means [any mortgage, deed of trust, pledge, hypothecation, hypothec, assignment \(whether absolute or by way of security\), deposit arrangement, encumbrance, lien \(statutory or other\), preference, deemed trust, participation interest, security interest, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any conditional sale or other title retention agreement and any financing lease having substantially the same economic effect as any of the foregoing](#);

"Material Variation" has the meaning given to such term in Section 2.5.2;

"Minimum Credit Rating" for a potential Customer or Customer means a rating of 550 or above based on the BEACON scoring system maintained by Equifax Canada Inc., or a rating of 550 or above based on the Empirica scoring system maintained by TransUnion Canada Inc.;

"Monthly Statement" has the meaning given to such term in Section 4.5;

"Notice" has the meaning given to such term in Section 11.1;

"Number of Customer Accounts" means [the total number of Customer accounts in respect of which the Company has provided Billing Services to the Biller during a specified period, determined as the monthly average of the number of Service Bills issued pursuant to the Agreement in such period](#);

"Number of Customer Billing Disputes" means [the total number of Customer Billing Disputes by the Biller's Customers \(or by any agent of any of such Customers\) during a specified period \(based on the Company's record of Customer Billing Disputes logged in its customer information system\)](#);

"OEB" means the Ontario Energy Board, or any successor regulatory authority;

"Open Bill Manual" means the manual of rules, technical specifications and requirements, policies and procedures established by the Company and applicable to the Biller and every other Person desiring to avail themselves of any of the Billing Services, and which manual is currently titled "CIS Open Bill Access Biller User Manual", as the same may be amended, revised, modified, supplemented or superseded by the Company from time to time in accordance with the terms of this Agreement;

"Other Billers" has the meaning given to such term in [Section 1.8.1](#);

"**Owning Party**" has the meaning given to such term in the definition of "Confidential Information" in Section 1.1;

"**Party**" means the Company or the Biller, and "**Parties**" means both of them;

"**Payment Amount**" has the meaning given to such term in Section 4.2.1;

"**Payment Date**" has the meaning given to such term in Section 4.2.1;

"**Permitted Liens**" ~~has the meaning given to such term in the Trust Agreement;~~means, with respect to the property of a Person, any of the following liens at any particular time:

- (a) liens imposed by law by any Governmental Authority, including Liens or privileges for taxes, rates, levies, assessments or other charges, which are not delinquent at such time or which are being contested in good faith by appropriate action promptly initiated and diligently conducted and for which adequate reserves, in accordance with Canadian generally accepted accounting principles in effect at such time applicable to such Person shall have been set aside on such Person's books; and
- (b) liens (inchoate or otherwise) which individually or in the aggregate are not material and arise or are incurred in such Person's ordinary course of business in respect of obligations which are not overdue;

"**Pre-Payment Amount**" has the meaning given to such term in Appendix "B";

"**Person**" includes an individual, sole proprietorship, partnership, unincorporated association or organization, trust and a body corporate;

"**Prior Agreement**" has the meaning given to such term in the Background to this Agreement;

"**Priority Lien Holder**" means any Person that (a) at any time on or after the Effective Date may hold, or may be the beneficiary of or otherwise entitled to, any Lien (other than a Permitted Lien) in respect of any present or future Receivables Entitlements ranking in priority to or pari passu with any present or future interests in any such Receivables Entitlements acquired, or to be acquired, by the Company pursuant to this Agreement, and (b) has not executed and delivered to the Company an agreement substantially in the form attached to this Agreement as Appendix "H" or otherwise in form and substance satisfactory to the Company;

"**Purpose**" has the meaning given to such term in Section 10.1.1;

"**Receivables Entitlement**" relating to a Biller Receivable means all right, title and interests (but not obligations) of the Biller in and to such Biller Receivable and the Related Security and Deemed Proceeds in respect of such Biller Receivable, including in and to all payments made or value provided in any form in respect of such Biller Receivable and the Related Security and Deemed Proceeds in respect of such Biller Receivable;

"**Receiving Party**" has the meaning given to such term in the definition of "Confidential Information" in Section 1.1;

"**Reconciliation**" has the meaning given to such term in Section 4.4;

"**Regulatory Approval**" means the approval, consent or agreement of a Governmental Authority, to the extent required under Applicable Laws;

"**Regulatory Proceedings**" has the meaning given to such term in Section 10.2.1;

~~"**Related Calculation Day**" has the meaning given to such term in the Trust Agreement;~~ **"Security"** means, in respect of a Biller Receivable, all contracts, securities, bills, notes, guarantees and other documents now held or owned or which may be hereafter taken, held or owned by the Biller, or anyone acting on its behalf in respect of such Biller Receivable, including all conditional sale agreements, lease agreements and other instruments (negotiable or otherwise) and agreements made or entered into respecting the sale or lease of gas, goods (including water heaters) or merchandise or respecting the rendering of the services in connection with which such Biller Receivable is owing, any renewals thereof, any substitutions therefor, all proceeds thereof, all monies payable thereunder, all rights and claims of the Biller thereunder, in respect thereof or evidenced thereby, all the right, title and interest of the Biller in and to the respective chattels and moveable property in respect of which such instruments or agreements were entered into or given and the benefit of all insurance and claims for insurance effected or held for the protection of the Biller in respect of such chattels and moveable property, together with the records evidencing, recording, or in any way relating to such Biller Receivable and all contracts, securities, bills, notes, agreements and other documents relating to such Biller Receivable;

"**Renewal Term**" has the meaning given to such term in Section 8.2;

"**Representatives**" has the meaning given to such term in Section 10.1.3(a);

"**Required Postponement and Subordination Agreement**" has the meaning given to such term in Section 4.2.5;

"**Resolution Period**" has the meaning given to such term in Section 7.6(d);

"**Retained Confidential Information**" has the meaning given to such term in Section 10.2.1;

"**Run-Off Period**" has the meaning given to such term in Section ~~8.7.28.8.2~~;

"**Run-Off Financial Assurances**" has the meaning given to such term in Section ~~8.7.28.8.2~~;

~~"**Scheduled Payment Amount**" has the meaning given to such term in the Trust Agreement, provided that, for purposes hereof, it shall not include any Unpaid Amounts (as defined in the Trust Agreement);~~

~~"**Scheduled Settlement**" has the meaning given to such term in Appendix "B";~~

"**Service Address**" means an address located within the Company's franchise area at which the Biller provides Customer Services;

"**Service Bill**" means the bill that is sent to the Customer by the Company each Billing Period which shall include, among other things, the charges for the Customer Services, and, where applicable, Distribution Charges;

"**Service Levels**" means the service levels set forth in Appendix "C";

"**Services Dispute**" has the meaning given to such term in Section 7.7.1;

~~"Settlement Amount" has the meaning given to such term in Section 4.2.1;~~

"**Standard Transition Plan**" means the transition plan set out in Appendix "G";

"**Tax**" or "**Taxes**" means all taxes, assessments, charges, dues, duties, and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority under any Applicable Laws, including, Canadian federal, provincial, territorial, municipal and local, foreign or other income, capital, capital gains, sales, use, consumption, excise, value-added, GST/HST, business, real property, personal property, transfer, franchise, withholding, payroll, or employer health taxes, customs, import, anti-dumping or countervailing duties, Canada Pension Plan contributions, employment insurance premiums, and provincial workers' compensation payments, including any interest, penalties and fines associated therewith, and excluding the Company's income taxes or employment insurance, statutory or other taxes for the benefit of the Company;

"**Term**" has the meaning given to such term in Section 8.1;

"**Termination Transition**" has the meaning given to such term in Section ~~8.9.18.10.1~~(a);

"**Third Party Open Bill Agreement**" has the meaning given to such term in Section 6.4;

"**Third Party Provider**" has the meaning given to such term in Section ~~8.9.18.10.1~~(a);

"**Transition Notice Period**" has the meaning given to such term in Section ~~8.9.18.10.1~~(a);

"**Transition Period**" has the meaning given to such term in Section ~~8.9.18.10.1~~(a);

"**Transition Plan**" has the meaning given to such term in Section ~~8.9.18.10.1~~(b); and

"**Trust Agreement**" means the Amended and Restated Proceeds Transfer, Servicing and Trust Agreement entered into among the Company, BNY Trust Company of Canada (assignee of CIBC Mellon Trust Company), the Biller and the other parties set forth on Schedule "F" thereto effective as of February 4, 2010, as the same may be amended, modified or replaced from time to time;

~~"Trustee" has the meaning given to such term in the Trust Agreement; and "Trust Property" has the meaning given to such term in the Trust Agreement.~~

1.2 Rules of Interpretation

In this Agreement the following rules shall apply to the interpretation thereof:

- (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) the words "include", "includes" and "including" and other similar words and expressions shall in all cases be deemed to be followed by the words "without limitation";
- (c) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;
- (d) when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded;
- (e) unless otherwise specifically noted herein, all dollar amounts are expressed in Canadian currency;
- (f) the division of this Agreement into separate Articles, Sections, subsections and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and
- (g) except as otherwise specifically defined or provided for in this Agreement, words or abbreviations which have well known or trade meanings are used in accordance with their recognized meanings.

1.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario. For the purpose of any legal actions or proceedings brought by either Party in respect of this Agreement, each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.

1.4 Entire Agreement

This Agreement and all appendices, exhibits, attachments, and addenda contemplated herein or specifically referred to herein constitute the entire agreement among the Parties pertaining to all the matters herein, and supersede all prior agreements, understandings, negotiations, discussions and other communications, whether oral or written, of the Parties.

1.5 Severability

If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable or contravene any Applicable Laws, then (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Party or circumstance shall not be affected thereby, and (b) the Parties will negotiate in good faith to amend this Agreement to implement the intentions set forth herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by ~~law~~Applicable Laws.

1.6 Order of Priority

In the event of any inconsistency between any of the provisions of the main terms and conditions of this Agreement and the Appendices and the Open Bill Manual, the inconsistency will be resolved by reference to the following descending order of priority:

- (a) the terms and conditions of this Agreement (excluding the Appendices); then
- (b) the Appendices; and then
- (c) the Open Bill Manual.

1.7 Ontario Energy Board Act

The Parties acknowledge that this Agreement shall be subject to any rule or order applicable to the Company or the Biller enacted by the OEB pursuant to the *Ontario Energy Board Act*, S.O. 1998, c.15, Schedule B., s.44.

1.8 Application

1.8.1 The Parties acknowledge that this Agreement is one of a series of substantially identical agreements entered into between the Company and others (the "Other Billers") relating to the provision of Billing Services, and that it is an underlying principle of the Company that it provide services to those with whom it contracts in a reasonable, fair and consistent manner. Therefore, except as specifically contemplated in Section ~~8.9-18.10.1~~ and Appendix "D", the Company shall exercise and enforce its rights (including its right to make determinations in its sole or sole and absolute discretion) under this Agreement in a manner which is fair and consistent amongst all the participants in the Company's 'Open Bill Program'.

1.8.2 This Agreement may be amended from time to time (but, in any event, not more often than once in each calendar year) by the Company, after following, and subject to, the process set out below:

- (a) The Company shall forward to the Biller a notice of its desire to amend this Agreement (an "**Amendment Notice**"), together with the particulars of the amendments proposed (including a black-line of this Agreement, or the relevant

sections of this Agreement to be amended, incorporating the proposed amendments), the proposed effective date of the amendments (which shall not, in any event, be sooner than ninety (90) days following delivery of the Amendment Notice) and any explanation of the amendments that the Company considers appropriate.

- (b) If the Biller considers that the proposed amendments involve a material change to this Agreement with which the Biller does not agree, then the Biller shall, within twenty (20) days of delivery of the Amendment Notice, provide a notice to the Company of the Biller's desire to consult with the Company regarding such amendments (a "**Consultation Notice**").
- (c) If the Company does not receive a Consultation Notice from the Biller or a similar consultation notice from any ~~other third party that is under contract with the Company for the provision of services similar to the Billing Services (the "~~of the Other Billers"), then the Company shall provide to the Biller a final revised version of this Agreement, or appropriate amending documentation, incorporating all of the amendments which the Company has proposed. The Biller shall sign and return to the Company such final revised version of this Agreement or such amending documentation by no later than thirty (30) days following the delivery of such final revised version of this Agreement or such amending documentation.
- (d) If the Company receives a Consultation Notice from the Biller or a similar consultation notice from any of the Other Billers, then the Company shall initiate a consultative process by organizing a meeting or series of meetings to which the Biller, and all Other Billers, will be invited to review and discuss the proposed amendments (the "**Consultative Process**"). Such meeting, or series of meetings, shall be held at the Company's offices and shall be commenced within ten (10) days of receipt of the Consultation Notice (or the first similar notice received by the Company from any such Other Billers).
- (e) If the Consultative Process is required to be initiated, the Company and the Biller, together with all Other Billers who participate in such Consultative Process, shall review and discuss the proposed amendments for a period of not less than fifteen (15) days and not more than thirty (30) days (or such longer period to which the Company, in its sole discretion, may agree) (the "**Consultative Period**"), and shall try to settle and agree on the proposed amendments. If ~~an~~ agreement is reached on the proposed amendments during the Consultative Period, then the Company shall provide to the Biller a final revised version of this Agreement, or appropriate amending documentation. The Biller shall sign and return to the Company such amending documentation by no later than thirty (30) days following the delivery of such final revised version of this Agreement or such amending documentation.

- (f) If no agreement is reached on the proposed amendments during the Consultative Period, then the Company may, in its sole discretion, forward a revised Amendment Notice in accordance with subsection (a) above. If the Biller still considers that the proposed amendments involve a material change to this Agreement which the Biller is not prepared to accept, then the Biller shall, within thirty (30) days of delivery of the revised Amendment Notice, provide a notice to the Company of the Biller's objection to such amendments (the "**Objection Notice**"). Such revised Amendment Notice forwarded to the Biller by the Company shall include a clear statement that failure of the Biller to provide an Objection Notice shall be deemed to be an approval of the proposed amendments to this Agreement set out in the revised Amendment Notice.
- (g) Ten (10) days following delivery of the revised Amendment Notice contemplated in subsection (f) above, the Company shall send a reminder notice to the Biller, requesting the Biller to consider the proposed amendments to this Agreement set out in the revised Amendment Notice, and which reminder notice shall include another statement that failure of the Biller to provide an Objection Notice shall be deemed to be an approval of the proposed amendments to this Agreement set out in the revised Amendment Notice.
- (h) Following the expiry of the thirty (30) day period noted in subsection (f) above, the Company shall notify the Biller (and all Other Billers) whether or not the Company has received any objection notices from Other Billers, and whether the number of such objection notices received (including the Objection Notice, if applicable) are from billers which in the aggregate represent (i) nine (9) or fewer of the Aggregate Number of Billers (as adjusted pursuant to subsection (k) below), and (ii) forty per cent (40%) or less of the Aggregate Number of Accounts (the "**Approval Threshold**").
- (i) If the Company receives no such objection notices, or if the objection notices received are from billers which do not exceed the Approval Threshold (i.e. 9 (as adjusted) or fewer and 40% or less), then the changes to this Agreement as set out in the revised Amendment Notice shall be deemed to have been approved by the Biller (and all Other Billers), and the Biller shall sign and return to the Company the amending documentation which accompanied the revised Amendment Notice by no later than fifteen (15) days following the delivery of such notice by the Company.
- (j) If the Company receives objection notices and the objection notices received are from billers which do exceed the Approval Threshold (i.e. more than 9 (as adjusted) or more than 40%), then the changes shall not be effective and this Agreement shall continue in full force and effect unamended by the proposed amendments.

- (k) For these purposes: "**Aggregate Number of Billers**" means the aggregate number of the Other Billers plus the Biller; and "**Aggregate Number of Accounts**" means the aggregate number of customer accounts being serviced for all billers by the Company's 'Open Bill Program', calculated as an aggregate of such customer accounts on a biller by biller basis; in each case, at the time the relevant ~~Numbers~~[numbers](#) are being calculated. For certainty, the Aggregate Number of Billers as at September 5, 2013 was 60. In addition, for every increase of ten (10) Other Billers that occurs in the Aggregate Number of Other Billers above 60, the number of Other Billers comprising the Aggregate Number of Billers set out in subsections (h), (i) and (j) above shall be increased by one (1). By way of example only, if the Aggregate Number of Billers increases to 85, the referenced number shall be 11 instead of 9.
- (l) Notwithstanding any of the foregoing, in no event shall the Company initiate or use the foregoing amendment process to effect an amendment to any of Sections 1.8.1, this 1.8.2 or 8.4 of this Agreement.

ARTICLE II— BASIC AGREEMENT

2.1 Billing Services

The Company shall perform for the benefit of the Biller the Billing Services in accordance with this Agreement and all Applicable Laws.

2.2 Transfer of ~~Distribution~~[Receivables](#) Entitlements

In the manner and to the extent provided for herein, the Company hereby agrees to purchase the Biller's ~~Distribution~~[Receivables](#) Entitlement from the Biller and to pay to the Biller the ~~Settlement~~[Payment](#) Amount in consideration thereof and upon, and subject to, receipt thereof, and on the terms and subject to the conditions contained herein, the Biller hereby agrees to transfer to the Company its ~~Distribution~~[Receivables](#) Entitlement for each Business Day.

2.3 No Liabilities to Customers

The Biller acknowledges and agrees that in agreeing to purchase the ~~Distribution~~[Receivables](#) Entitlements in the manner contemplated by this Agreement, the Company does not, will not and shall not be deemed to, assume any liabilities or other obligations of the Biller or any other Person to any of the Customers under any Customer Services Agreement.

2.4 Expenses

Except as specifically provided otherwise herein, the Company shall bear and pay all expenses incurred by it in the performance of the Billing Services.—~~The; provided that the~~ Company shall bear no responsibility for expenses which may be incurred as a direct result of the failure of the Biller to fulfill any of its obligations under this Agreement, and the Company shall incur no costs or expenses as a

result of, or in connection with, a Customer Billing Dispute, except in the manner and to the extent specifically provided for herein.

2.5 Forecast of Services

2.5.1 Subject to Subsection 2.5.4, the Biller shall provide to the Company, by no later than June 30 and December 31 in each year, a forecast of the number of Service Bills to be sent to the Customers by the Company, on a month-by-month basis, for the next following 12-month period (the "**Annual Forecast**").

2.5.2 The Biller shall notify the Company, as promptly as is reasonable in the circumstances, of any expected or anticipated variance in a particular month (or months) of 20% or more (a "**Material Variation**") from the volumes set out in the then most current Annual Forecast provided to the Company. In the event of a negative Material Variation for a particular month (or months), and notwithstanding any reduced volume of Service Bills distributed by the Company as a result of such negative Material Variation, the Biller shall be liable to pay to the Company, on the terms herein specified, 80% of the charges that would have been payable by it to the Company for the relevant month(s) had such Annual Forecast been accurate, and the volume of Service Bills contemplated by such Annual Forecast been circulated. In the event of a positive Material Variation, the Company shall use commercially reasonable efforts to accommodate such increased volume of Service Bills, provided that such accommodations shall in no manner require, or be interpreted so as to require, the Company to alter or revise its regular billing cycle.

2.5.3 The initial Annual Forecast of the Biller, if applicable, as of the date of execution of this Agreement is set forth on Appendix "E".

2.5.4 The requirement in Section 2.5.1 to provide an Annual Forecast shall not apply to any Biller if the total number of Service Bills for which the Company provided Billing Services in the six completed Billing Periods prior to, but not including, the date referred to in that Section, was less than thirty thousand (30,000). On the execution of this Agreement, a Biller who anticipates that its annual Service Bills in the first year will not exceed sixty thousand (60,000) is not required to prepare an initial Annual Forecast. For certainty, Section 2.5.2 will apply to a Biller only during a period to which a required Annual Forecast applies.

2.6 Obligations of the Biller

2.6.1 General Obligations – In addition to and without limiting any of its obligations set forth elsewhere in this Agreement, the Biller hereby covenants and agrees that it shall:

- (a) comply with all of the obligations and requirements of ~~at~~the Biller set out in this Agreement and the Open Bill Manual, and without limitation provide to the Company billing information for each Customer in accordance with the content, format and timing requirements set forth in the Open Bill Manual;

- (b) comply with the Company name restrictions set forth in Appendix F – 'Company Name Restrictions' of the Open Bill Manual;
- (c) ensure that (i) there is in place at all times a Customer Service Agreement with each Customer to whom the Biller provides any Customer Services or in respect of whom the Biller requests that the Company provide any Billing Services, and (ii) such Customer Service Agreement is, and has been entered into, in compliance with all Applicable Laws, including the *Consumer Protection Act*, and (iii) it delivers a copy of such Customer Service Agreement to the Customer if required by Applicable Laws, including the *Consumer Protection Act*;
- (d) comply with the Company's verification call requirements set forth in Appendix K – 'Verification Calls' of the Open Bill Manual;
- (e) use commercially reasonable efforts to avoid being in default, and to not knowingly remain in default, under any Customer ~~Service~~Services Agreement;
- (f) provide to the Company the Financial Assurances, if any, in accordance with Article IX hereof;
- (g) act in compliance with all Applicable Laws;
- (h) comply with its privacy obligations under the *Personal Information Protection and Electronic Documents Act* (Canada), or any similar legislation in effect, and under any and all equivalent and applicable provincial legislation;
- (i) notify each Customer that (i) the charges for Customer Services under the Customer ~~Service~~Services Agreements shall appear on the Service Bill, and (ii) the Company shall be receiving payments in respect of such charges in accordance with the terms set forth on the Service Bill and in accordance with Applicable Laws, including amounts owing in respect of Customer Services;
- (j) ensure each Customer is provided current and accurate Biller contact information including: a telephone number and address for service, ~~a fax number~~ and an email address and/or internet website address through which Customer queries can be directed, and, ensure that such methods of communication are capable of receiving Customer queries during regular hours on each Business Day, and, promptly respond to all such queries made by Customers;
- (k) perform the Customer Services in accordance with good customer service practices reflected by current market standards; provided that this covenant of the Biller shall not create a separate obligation of the Biller to the Company in respect of the performance of the Customer Services, and where there is a Customer Billing Dispute pursuant to which the Customer has stated that the Biller's breach of this covenant is the subject of all or a part of that Customer

Billing Dispute, then the Company may rely on this covenant solely for purposes of Section 7.6;

- (l) use commercially reasonable efforts to facilitate the transactions contemplated by this Agreement, including by supplying the Company with all information and assistance that may be necessary or helpful to the Company in verifying the accuracy of any Customer account information or in correcting any errors; and
- (m) ensure that each Customer has a credit rating at or above the Minimum Credit Rating where: (i) such Customer has a Financing Plan; or (ii) an existing Customer's aggregate charges for Customer Services over any twelve (12) month period (whether or not pursuant to a Financing Plan) on a Service Bill are in excess of one thousand eight hundred dollars (\$1,800.00), unless otherwise agreed by the Company in its sole discretion.

2.6.2

Use of Third Party Servicers – The Biller may, from time to time, determine to outsource or subcontract with third parties (each, a “Third Party Servicer”) the delivery or performance of some or all of the Customer Services for which the Company provides Billing Services pursuant to this Agreement. Such outsource or subcontract of Customer Services (being referred to collectively as “Biller Outsourcing”) may include, among other things, the purchase by the Biller of account receivables generated by such other parties resulting from the delivery or performance of those Customer Services. Notwithstanding that the Biller is not directly delivering or performing such Customer Services, by accepting the relevant account receivables generated thereby or by requesting that the Company perform Billing Services in respect thereof, the Biller covenants and agrees that:

- (a) it shall ensure that each Third Party Servicer has complied with, and will at all times comply with, all of the obligations of the Biller set out in Subsection 2.6.1, including subsections 2.6.1(a), (c), (d), (e), (g), (j) and (k);
- (b) all contracts or other arrangements entered into between the Biller and each Third Party Servicer in respect of Biller Outsourcing shall (i) include the rights provided to the Company pursuant to Section 4.10; and (ii) require such Third Party Servicer to comply with all provisions of this Agreement to permit the Company to exercise all of its rights and privileges hereunder in the same manner as if the Third Party Servicer were directly obligated to the Company pursuant to this Agreement;
- (c) notwithstanding the Biller’s use of or contracting with any Third Party Servicer, the Biller shall have overall responsibility and accountability to the Company for performing the Customer Services and for ensuring that the terms and conditions of this Agreement applicable thereto, and in respect of the account receivables generated therefrom (and which are the subject of Billing Services provided by the Company hereunder) are complied with in all respects;

(d) if the Biller is a Third Party Servicer through or with another biller, any actions or conduct of the Biller which result in a breach by that other biller under such other biller's open bill access billing and collection services agreement shall, in addition to being a breach under such other biller's open bill access billing and collection services agreement, be and shall be deemed for all purposes of this Agreement to be a breach by the Biller of the Biller's corresponding obligations in this Agreement; and

(e) in no event shall the Biller be released from any of its covenants or obligations under this Agreement as a result of its contract or agreement with any Third Party Servicer.

The Biller acknowledges that compliance by the Biller with the foregoing covenants and agreements are fundamental to the Company entering into this Agreement with the Biller, and that a breach of any of the provisions of this Section 2.6.2 by the Biller is an Event of Default of the Biller that could lead to termination of this Agreement in accordance with the terms hereof.

2.7 Obligations of the Company

2.7.1 General Obligations – In addition to and without limiting any of its obligations set forth elsewhere in this Agreement, the Company hereby covenants and agrees that it shall:

- (a) act in compliance with Applicable Laws;
- (b) comply with its privacy obligations under the *Personal Information Protection and Electronic Documents Act* (Canada), or any similar legislation in effect, and under any and all equivalent and applicable provincial legislation;
- (c) perform the Billing Services in accordance with this Agreement;
- (d) pay to the Biller, in accordance with the terms of this Agreement, the ~~Settlement~~Payment Amount; and
- (e) use commercially reasonable efforts to facilitate the transactions contemplated by this Agreement.

2.7.2 Service Levels – In addition to and without limiting any of its obligations set forth elsewhere in this Agreement, the Company shall perform the Billing Services in accordance with the Service Levels. The Company shall report on its performance and the provision of the Billing Services in accordance with the requirements set out in Appendix "C". If the Company fails to perform any of the Billing Services in accordance with an applicable Service Level, as disclosed in any such report, then the Company shall perform an analysis to identify the cause of such failure and shall take reasonable steps to correct such failure and to comply with the relevant Service Level thereafter.

- 2.7.3 Subcontractors – The Biller acknowledges and agrees that the Company may subcontract the performance of all or a portion of the Billing Services to a third party subcontractor, or subcontractors. Notwithstanding the Company's use of any subcontractor, the Company shall retain responsibility for performing the Billing Services and for carrying out its obligations under this Agreement.

2.8 Business Continuity Plans

The Biller shall have the right, at its own cost and upon reasonable prior notice to the Company during the usual business hours of the Company and, in any event, no more than once per twelve (12) month period during the Term, to review at the Company's premises a copy of the Company's then current Business Continuity Plan relating to the delivery of the Billing Services, provided that: (A) the Biller shall be bound by obligations of confidentiality in respect of such plan(s), and that such plan(s) shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Biller without the prior written consent of the Company; and (B) the Company may redact such part or parts of such Business Continuity Plan as it considers necessary or advisable, in its sole discretion, in order to protect the security or confidentiality thereof. The Company shall thereafter provide to the Biller details of any material change in its then current Business Continuity Plan relating to the delivery of the Billing Services which may occur during the Term. For certainty, the Company shall ensure that every third-party service provider providing a material component of the Billing Services shall have in place a business continuity plan, and the Company shall so notify the Biller of the existence of each such plan.

ARTICLE III – BILLING

3.1 Timing

Prior to the delivery of any Service Bill to a Customer, the Biller shall provide to the Company billing information for such Customer in accordance with the content, format and timing requirements set forth in the Open Bill Manual. The Company will then render a Service Bill for each Cycle Day in accordance with the Company's regular Cycle Day billing schedule in effect from time to time to those Customers for which the Biller has provided such requisite information.

3.2 Service Bill Content and Format

The Company shall format the Service Bill so as to present the content of the Biller portion of the Service Bill in a manner consistent with the terms of this Agreement and the Open Bill Manual.

3.3 License to Use Intellectual Property

- 3.3.1 The Biller hereby grants to the Company during the Term a royalty-free, limited, non-exclusive license to use the Biller's intellectual property required for the Company to fulfill its obligations under this Agreement, and which license shall be pursuant to the terms and conditions of a license agreement entered into or to be entered into

between the Company and the Biller substantially in the form set out in Appendix "F" hereto, ~~on the terms set out therein.~~

- 3.3.2 The Biller acknowledges that, in connection with the performance by the Company of Billing Services, and in particular the provision to the Company by the Biller of billing information for each Customer, the Biller at its option may utilize certain software provided by the Company, from time to time, and any such use of same by the Biller shall constitute the Biller's acceptance of, and agreement to strictly comply with, the license terms, use restrictions and limitations set forth in Appendix H – 'Terms of Use for the OBA Transaction Tool' of the Open Bill Manual. The Biller's use or non-use of such software shall not alter either the Biller's or the Company's obligations under this Agreement. However, the Biller acknowledges that the Company's ability to deliver Billing Services is dependent upon the Biller's delivery of transaction interface files which meet the technical specifications described in the Open Bill Manual.

3.4 Customer Information

The Company shall:

- (a) not use any Customer proprietary or personal information and/or data provided by the Biller that it obtains solely as a result of the provision of Billing Services (the "**Customer Data**") other than as contemplated by, and as necessary to satisfy its rights or fulfill its obligations under, this Agreement;
- (b) not disclose any Customer Data other than (i) any disclosure that is authorized by the Biller, (ii) as required by Applicable Laws, (iii) to the extent reasonably necessary to collect in respect of ~~Distribution~~Receivables Entitlements which have been transferred to the Company hereunder, or (iv) to any third party sub-contracted by the Company to assist in the provision of the Billing Services;
- (c) refer any Customers with inquiries or complaints about, or seeking access to or correction of, their personal information to the Biller and promptly notify the Biller about such complaint or request upon receiving same; and
- (d) use reasonable security measures to protect the Customer Data against loss, theft, unauthorized access, disclosure, copying, use or modification.

For certainty, nothing in this Agreement shall preclude the Company from utilizing, for any purpose, in accordance with Applicable Laws, any Customer information acquired by the Company in association with or as a result of its provision of services to its customers.

3.5 Software and Proprietary Know-How

Except for Customer Data supplied by the Biller to the Company pursuant to this Article III, or as otherwise provided herein or agreed upon by the Parties, the Company acknowledges and agrees that it is responsible for developing or acquiring (by purchase or license) at its cost, all software and proprietary know-how which may be required to provide the Billing Services in the manner and to

the extent set out in this Agreement. For certainty, the Company's obligation hereunder shall commence at the Company's demarcation point, being the interface at which the Customer billing information to be provided by the Biller in accordance with Section 3.1 enters the Company's customer information system.

ARTICLE IV – COLLECTION AND SETTLEMENT

4.1 Collection of Amounts from Customers

The Company shall render a Service Bill to each Customer, which Service Bill shall be prepared, delivered and payable in compliance with this Agreement, the Open Bill Manual and the Company's customary billing procedures. The Service Bill may be comprised of charges for Customer Services, Distribution Charges and any other amounts payable by the Customer to the Company or any other party with which the Company has an agreement therefor. Each Customer shall be required by the Company to pay the aggregate amount shown as payable (including all Taxes thereon) in each Service Bill in accordance with the payment terms set out therein.

4.2 Acquisition of ~~Distribution~~Receivables Entitlements

4.2.1 Subject to and in accordance with the other terms and conditions of this Agreement, the Company shall acquire the ~~Distribution~~Receivables Entitlements of the Biller in respect of each ~~Business Day on which a Service Bill is rendered during the Term~~Billing Date. To this end, the Company shall acquire the ~~Distribution Entitlement of Receivables Entitlements relating to~~ the Biller ~~in respect of~~Receivables billed on a particular ~~Related Calculation Day~~Billing Date by paying to the Biller, on or before 9:00 a.m. (Toronto time) on the twenty-first (21st) day immediately following such ~~Related Calculation Day~~Billing Date (the "Payment Date") the ~~Settlement~~Payment Amount for such ~~Related Calculation Day~~Billing Date, all in accordance with ~~the Trust Agreement~~Sections 4.2.2 and 4.2.3. The ~~'Settlement'~~"Payment Amount" shall be an amount equal to: (a) the Actual Billed Amount for such ~~Related Calculation Day~~Billing Date, multiplied by (b) the ~~Scheduled Settlement~~Biller Percentage, as adjusted in accordance with the terms of this Agreement. ~~4.2.2 — Upon, and subject to, the Biller's receipt of the Settlement Amount, the Biller shall immediately thereafter transfer to the Company all of its Beneficial Interest relating to the Biller Receivables billed on such Related Calculation Day. In order to effect the transfer of such Beneficial Interest to the Company from a Biller, the Company shall, unless the Company has received from a Biller no later than the close of business on the Business Day immediately following the relevant Payment Date a statutory declaration delivered pursuant to Section 4.5(b) of the Trust Agreement, concurrently and irrevocably re-direct the Trustee to pay any Scheduled Payment Amount otherwise payable to the Biller in respect of its Beneficial Interest for the relevant Related Calculation Day to the Company on or before the close of business on the relevant Payment Date. In the event of delivery of such a statutory declaration, the provisions of the Trust Agreement shall apply to the payment of the applicable Scheduled Payment Amount.~~

Notwithstanding the foregoing, if the Payment Date is not a Business Day, payment shall be made on the first Business Day next following such ~~day~~date.

- 4.2.2 The Company shall pay the Payment Amounts to which the Biller is entitled pursuant to Section 4.2.1 to the account designated by the Biller pursuant to Section 4.7.1.
- 4.2.3 Upon, and subject to, the Biller's receipt of the Payment Amount, the Biller shall immediately thereafter absolutely, unconditionally and irrevocably transfer to the Company all of its Receivables Entitlements relating to the Biller Receivables billed on such Billing Date. Each of the Parties hereby confirms that any transfer of Receivables Entitlements made pursuant to this Section 4.2.3 is intended to constitute an absolute, unconditional and irrevocable transfer, assignment and conveyance of an interest in property and is not intended by the Parties to be, and should not be construed as, a loan, or other form of indebtedness owing to the Company or the Biller.
- 4.2.4 The Biller acknowledges and agrees that the Company (i) may register and file this Agreement and all instruments supplementary or ancillary hereto or thereto, or financing statements or other documents in respect thereof, in each province and territory of Canada where registration thereof may be necessary or of material advantage in preserving, protecting or perfecting the transfer, assignment and conveyance to the Company of the Receivables Entitlements made pursuant to this Agreement or may maintain and rely on its existing registrations or filings against the Biller in any province or territory of Canada to preserve, protect or perfect such transfer, and (ii) may renew such registrations and filings and make such additional registrations and filings and obtain any required approvals from time to time as and when required. The Company shall provide to the Biller copies of each such registration or filing made by the Company after the date hereof.
- 4.2.5 The Biller shall promptly, and in any event prior to the Company commencing to provide any of the Billing Services, cause each Priority Lien Holder to execute and deliver to the Company a postponement and subordination agreement substantially in the form attached to this Agreement as Appendix "H" or otherwise in form and substance satisfactory to the Company (the "Required Postponement and Subordination Agreement"). The Biller acknowledges and agrees that its failure to cause any Priority Lien Holder to execute and deliver a Required Postponement and Subordination Agreement within thirty (30) days of the receipt by the Biller of a written notice from the Company requiring the execution and delivery of a Required Postponement and Subordination Agreement by such Priority Lien Holder shall constitute an Event of Default by the Biller pursuant to Section 8.7(c) and that the existence of a Priority Lien Holder may constitute an Event of Default by the Biller pursuant to Section 8.7(h) in respect of the representation and warranty made by the Biller pursuant to Section 7.1(f).

4.3 Fees

Amounts payable by the Biller to the Company pursuant to, and in accordance with, this Agreement include the following:

- (a) for Billing Services rendered by the Company to the Biller hereunder, the Billing Fee;
- (b) the Pre-Payment Amount, if any, which will be payable by the Biller to the Company contemporaneously with the entering into of this Agreement, and the Company shall setoff all Billing Fees invoiced to the Biller hereunder against such Pre-Payment Amount until the Pre-Payment amount has been reduced to zero; and
- (c) Corrective Costs.

Each of the foregoing fees may be amended from time to time in the manner contemplated in this Agreement.

4.4 Monthly Reconciliation

4.4.1 On or before the fifth (5th) Cycle Day of each Billing Period, the Company shall perform a reconciliation of the Actual Billed Amounts for the immediately preceding Billing Period (a "**Reconciliation**"), taking into account any adjustments required as a result of (i) any At-Issue Amounts for which the Company has not previously taken into account an adjustment pursuant to this Section 4.4 and (ii) any Deemed Proceeds that are allocated to the Biller Receivables of the Biller during such Billing Period.

4.4.2 To the extent the Reconciliation indicates that the aggregate ~~Settlement~~Payment Amount paid to the Biller during the Billing Period is greater than the Adjusted Settlement (~~as defined below~~) for such Billing Period, the Company shall be entitled to deduct or net out such overpayment from the ~~Settlement~~Payment Amount otherwise to be paid to the Biller in accordance with this Agreement. For purposes of this Section 4.4, "**Adjusted Settlement**" shall be an amount equal to the aggregate ~~Settlement~~Payment Amount for the relevant Billing Period adjusted, where applicable (without duplication) (i) in accordance with Section 7.6(c)(iii) hereof to account for any At-Issue Amount, (ii) to account for any Deemed Proceeds allocated to the Biller Receivables of the Biller during such Billing Period, and (iii) to account for any amounts owing by the Biller pursuant to Section 4.6 hereof.

4.5 Monthly Statements

On or before the sixth (6th) Cycle Day of each Billing Period, the Company shall issue to the Biller a statement (the "**Monthly Statement**") for the immediately preceding Billing Period which sets forth any amounts owed to the Company by the Biller resulting from the Reconciliation or for Corrective Costs, which amounts shall, on the third (3rd) Business Day following the date of the Monthly Statement, be set-off against the ~~Settlement~~Payment Amount to be paid by the Company to the Biller on such Business Day. In the event that the amount to be set-off pursuant to the preceding sentence is greater than the ~~Settlement~~Payment Amount to be paid on such Business Day, the Company shall set-off any such residual amount against the ~~Settlement~~Payment Amount to be paid by the Company to the Biller on the Business Day immediately following, and so on, until all such amounts owed to the

Company by the Biller as a result of such Reconciliation are recovered. For certainty, the Monthly Statement shall also include the basis of calculation of any At-Issue Amount and any Adjusted Settlement.

4.6 Fee Invoices

On or before the sixth (6th) Cycle Day of each Billing Period, the Company shall issue to the Biller an invoice (the "**Fee Invoice**") which sets forth any amounts owed to the Company by the Biller in respect of the Billing Fees or any other charges payable by the Biller pursuant to this Agreement, together with all Taxes payable by the Biller thereon, or otherwise payable by the Biller pursuant to Section 5.1, for the immediately preceding Billing Period. For certainty, the Fee Invoice shall include details of the basis of calculation of the Billing Fee including (a) the number of Service Bills that included Distribution Charges delivered in the relevant month, and (b) the number of Service Bills that did not include Distribution Charges delivered in such month. Any Billing Fees, Corrective Costs and any other charges payable by the Biller pursuant to this Agreement, together with Taxes payable by the Biller thereon, as set forth on any Fee Invoice that are not paid by the Biller within thirty (30) days of the date of such invoice may be set-off against the ~~Settlement~~Payment Amount otherwise to be paid by the Company to the Biller during the next following payment period.

4.7 Method of Payment

4.7.1 By Bank Transfer – Except as otherwise provided herein or agreed by the Parties, all payments made under this Agreement by the Company to the Biller or by the Biller to the Company shall be made by bank transfer (by electronic or other means) to an account designated from time to time by the Biller to the Company or the Company to the Biller, as applicable and, other than as expressly set forth herein, shall be made in full, without set-off or counterclaim, and free of and without deduction or withholding.

4.7.2 Optional Set-Off – Notwithstanding the provisions of Section 4.7.1, if the Biller provides to the Company: (A) a notice that the Company is to set-off payment of the Fee Invoice against payment to the Biller of the ~~Settlement~~Payment Amount; and (B) such direction or authorization addressed to the Company ~~and the Trustee~~; then the Company will take steps to effect such set-off as soon as is reasonably practicable, and any such set-off shall be considered to be an adjustment to the ~~Settlement~~Payment Amount otherwise required to be paid by the Company.

4.8 Management Reports

The Company shall provide the Biller with the management and operating reports regarding the performance of the Billing Services in the format and frequency set out in the Open Bill Manual. The Parties shall meet to discuss such reports on an as-required basis. The Biller may request additional reports and, if the Company agrees to prepare same, such reports shall be prepared at the expense of the Biller. Any additional reports which the Company, may, in its discretion, produce from time to time in connection with its provision of billing services generally may be provided to the Biller at no additional charge to the Biller.

4.9 Biller's Examination of Books and Records

Subject to Applicable Laws, the Biller shall have the right, at its own cost and upon reasonable prior notice to the Company during the usual business hours of the Company and, in any event, no more than twice per calendar year, to examine and review the books and records (in any form whatsoever) of the Company that relate solely to the delivery of Billing Services hereunder (the "**Company Records**") to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. For these purposes, the Biller shall have the right, at its own cost, to use such external advisers and representatives to perform such examination, provided that such advisers and representatives must first agree to be bound by a confidentiality agreement in respect of the Company Records, which agreement shall contain such terms as the Company may reasonably require. Such Company Records shall be maintained in accordance with the records retention policies of the Company from time to time in effect and in accordance with Canadian generally accepted accounting principles. Any Company Records provided by the Company shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Biller or its external advisers or representatives without the prior written consent of the Company.

4.10 Company's Request for Documentation

- 4.10.1 Right to Examine Biller Records - Subject to Applicable Laws, (A) if the Company determines, acting reasonably and in good faith, that the Biller has failed or may have failed to perform or observe any of the obligations referred to below in this Section 4.10, or (B) if there occurs a Customer Billing Dispute as contemplated in Section 7.6, or (C) if, at any time, the Company, acting reasonably, elects to audit or to verify that the Biller has complied with or is complying with any of its covenants, obligations, representations or warranties in Section 2.6 or Section 7.1, then the Company shall have the right to examine and review, and the Biller shall, within seven (7) Business Days of a receipt of a request from the Company therefore, deliver to the Company, such evidence (the "**Biller Records**") as the Company considers necessary to verify the Biller's compliance with such covenants, obligations, representations or warranties.
- 4.10.2 Maintenance of Biller Records - Such Biller Records shall be maintained by the Biller in accordance with commercially reasonable records retention policies of parties in similar circumstances. Any Biller Records provided by the Biller shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Company or its external advisors or representatives without the prior written consent of the Biller.
- 4.10.3 Right to Contact Customers - In fulfillment of its rights under this Section 4.10, the Company shall also be entitled to contact and communicate with: (i) any Customer or former Customer with respect to any matter in issue between the Biller and such Customer or former Customer, or (ii) any person who has made a complaint to the Company, if such matter relates to the Customer Services, the Billing Services, the Biller's covenants, obligations, representations or warranties under this Agreement, or is otherwise the subject of this Agreement.

4.10.4 Informing Biller – If the Company intends to take any action or to enforce any of its rights in respect of the Biller pursuant to Sections 8.4 or ~~8.8.9~~ as a result of the Company's review of the Biller Records or its communication with any Customer, former Customer or other person, in either case pursuant to this Section 4.10, then, the Company shall ask such person for their consent to disclose all or part of the relevant information to the Biller and, subject to obtaining any necessary consent from such person, the Company shall disclose to the Biller the relevant information and other documentation (including any available call recordings) which the Company has obtained in respect of the Biller or its activities and upon which it is relying in taking such action or enforcing such right.

4.11 **Scheduled Cycle Days**

The Company shall provide the Biller ~~and Trustee~~ with a copy of its scheduled Cycle Days for each fiscal year of the Company during the Term, prior to the commencement of such fiscal year. For certainty, the Company reserves the right in its sole discretion to amend any such schedule at any time and from time to time during the Term, provided that it will deliver an updated schedule to the Biller ~~and the Trustee~~ as soon as reasonably practicable but in any event prior to the effective date of any such amendment and provided it amends such schedule for all parties under contract with the Company for the provision of services similar to the Billing Services.

ARTICLE V – TAXES AND RECOURSE FOR NON-PAYMENT

5.1 **Taxes and Other Charges**

Any Taxes which may become payable on services provided and amounts invoiced pursuant to this Agreement shall be borne and paid by the Biller. The Company shall not make any refund or credit to the Biller of GST/HST in respect of any subsequent reductions to the Billing Fee. The Biller shall be responsible to remit to the relevant Governmental Authority as and when required by Applicable Laws, any Taxes payable by Customers in respect of Customer Services including GST/HST. For certainty, in the absence of specific provisions providing to the contrary, the payor (be it the Company or the Biller) of any payment (including payments effected through set-off and/or discount) will pay, in addition to the payment, any applicable GST/HST imposed on the payor. If, as a result of an amendment or proposed amendment to applicable commodity tax legislation or a Governmental Authority's change in administrative practices regarding same, the sales tax implications of any of the payments under the Agreement are materially altered, the Parties will work together in good faith to restructure the billing and collection arrangements under this Agreement to optimize the sales tax consequences for both Parties.

5.2 **Interest on Overdue Amounts**

5.2.1 By Customers - Any amount owing pursuant to a Service Bill by a Customer that is not paid on or before the date on which it is due shall be subject to the Company's standard late payment provisions as approved by the OEB from time to time and as recited in the Service Bill. The Parties ~~hereby~~ acknowledge and agree that any amounts received by

the Trustee Company from Customers in respect of interest or other penalty charges levied in accordance with such late payment provisions of the Company shall not comprise part of the Actual Billed Amount ~~nor the Trust Property~~, but rather shall be the exclusive property of the Company ~~to be distributed to the Company in accordance with the Trust Agreement.~~

5.2.2 By the Company or the Biller - Any amount to be paid by the Company to the Biller or to be paid by the Biller to the Company that is not paid on or before the date on which it is due shall thereafter bear interest at an annual rate equal to the prime rate of interest of the Toronto Dominion Bank (Toronto, Main Branch) on the due date plus one per cent (1%), from the date on which it is due until payment in full. For certainty, the Company agrees that no interest shall accrue where the Company fails to set-off against the Settlement Payment Amount (in the manner contemplated in this Agreement) any amounts owing to the Company by the Biller under this Agreement.

5.3 Limited Recourse Against the Biller

5.3.1 The Company acknowledges that its recourse with respect to the payment of any amounts by a Customer pursuant to a Service Bill shall, except as specifically contemplated in this Section 5.3, be limited to it ~~or the Trustee~~ making and enforcing a claim against the Customer. Subject to ~~the Trust Agreement~~, Section 5.3.2 and Section 7.6 hereof ~~and the following sentence~~, the Company shall have no recourse against the Biller with respect to the payment of any amounts by a Customer pursuant to a Service Bill.

5.3.2 If the Biller, upon receipt of a request from the Company therefore, is unable or unwilling to provide to the Company satisfactory evidence ~~of a valid credit check for any Customer as contemplated in Section 2.6~~ that any Customer (as identified by the Company, from time to time) meets the Minimum Credit Rating requirement, if applicable pursuant to Section 2.6.1(m), and the Company is unable, after exercising its normal or usual degree of diligence, to collect any amount owing by such Customer in respect of any Customer Services within sixty (60) days of the date of the relevant original invoice to such Customer, then the Company shall be entitled to claim against the Biller for such amount, and the Biller hereby authorizes the Company to set off, appropriate and apply any amount owing by the Company to the Biller pursuant to this Agreement against the amount owing by such Customer.

5.4 Authority to Recover Payment

The Biller ~~has hereby~~ irrevocably ~~appointed~~ appoints the Trustee Company as the Biller's lawful attorney, with full authority in the name and on behalf of the Biller, its successors and assigns, but for the benefit of the Biller, its successors and assigns, to ~~sue for~~ collect and to recover from each Customer the amounts owing under each Service Bill delivered to such Customer. Such authority shall be in addition to, and not in substitution for, any rights the Company may have in law to enforce or recover payment, including the right to suspend gas deliveries.

ARTICLE VI – CHANGES AND MODIFICATIONS

6.1 Changes to Billing Services

The Open Bill Manual may be amended from time to time by the Company, in its sole discretion and acting reasonably, on not less than sixty (60) days prior notice to the Biller detailing the nature and extent of ~~the change~~any such amendment or amendments, provided that:

- (a) each such amendment is applicable to all third parties under contract with the Company for the provision of services similar to the Billing Services,
- (b) the implementation of such amendment will have no material adverse effect on the Billing Services or the Service Levels, or, in the case of any amendment to the list of Billing Services, will have no material adverse effect on the Biller,
- (c) in the case of a proposed change to the products and/or services included as Customer Services (currently referred to in the Open Bill Manual as a 'Bill Type Code' or BTC), a Customer Service will not be removed from the list of Customer Services ~~if on less than three (3) months prior notice, and unless~~ such Customer Service ~~is being offered by any Biller to any of its Customers,~~appears on one half of one percent (0.5%) or fewer of the total number of Service Bills rendered by the Company for the Biller together with all Other Billers in any billing cycle, and
- (d) in the case of a proposed amendment to the Financial Assurances Policy, the implementation of such amendment will have no material adverse effect on the Biller.

Any such amendment for which the Biller has been provided such notice shall, for all purposes of this Agreement be, and be deemed to be, a part of the Open Bill Manual effective as of the date set forth in such notice and the rights and obligations of the Biller and the Company hereunder shall be amended accordingly and the Biller covenants and agrees to comply with such amendments thereafter. The Company may, in its sole discretion, expand the list of Customer Services upon the request of a Biller.

6.2 Charges Payable by Customers

Subject to the following terms of this Section 6.2, the Biller may increase or decrease charges for the Customer Services which are to be billed by the Company to Customers pursuant to this Agreement. Where the Biller has provided to the Company a 'rate ready' list of standard rental or similar charges to be billed to its Customers, then each increase or decrease in such charges shall become effective not later than the date of the Customer's second Service Bill after the Company receives such notice or, if a later date is specified, then such later date.

6.3 Changes to Billing Fee

The Billing Fee may, at the Company's sole discretion, be adjusted in the manner and by the amount described in the Billing Fee Adjustment.

6.4 Most Favoured Customer

Where (A) the Company enters, or has entered, into an Open Bill Access Billing and Collections Services Agreement with any other ~~third~~ party receiving the Billing Services (a "**Third Party Open Bill Agreement**"), and (B) the Billing Fee in such Third Party Open Bill Agreement is lower than the then current Billing Fee set out in this Agreement, then (C) the Billing Fee set out in this Agreement shall be downwardly adjusted by the Company to equal such lower Billing Fee, effective as of the later of (i) the effective date of this Agreement and (ii) the effective date of such Third Party Open Bill Agreement.

ARTICLE VII – REPRESENTATIONS, INDEMNITIES AND DISPUTES

7.1 Representations and Warranties by the Biller

The Biller hereby represents and warrants to the Company, on a continuous basis, as follows and acknowledges that the Company is relying upon the accuracy of each of such representations and warranties in connection with the execution of this Agreement by the Company and the acceptance of its rights and obligations hereunder:

- (a) at the date hereof and at all times during the Term all necessary action has been taken by the Biller to authorize the execution, delivery and performance by the Biller of this Agreement and ~~the Trust Agreement and each of this Agreement and the Trust~~ this Agreement constitutes a legal, valid and binding obligation enforceable against the Biller in accordance with its terms;
- (b) the Biller has all necessary right, power and authority to transfer to the Company all of its ~~Distribution~~ Receivables Entitlements in the manner ~~contemplated hereby, and on the terms, provided for in this Agreement;~~
- (c) in all material respects, each Customer Services Agreement has been entered into in accordance with, and complies with, the *Consumer Protection Act* and, to the Biller's knowledge, is valid and binding on all of the parties thereto, and each such Customer Services Agreement shall be in full force and effect, for as long as the Company provides Billing Services in respect of such Customer Services Agreement;
- (d) the Biller has clearly and unambiguously established the charges for the Customer Services being, or to be, billed to each Customer pursuant to the relevant Customer Services Agreement as required by Applicable ~~Law~~ Laws, including the Consumer Protection Act;

- (e) all Customer account and other information provided or made available to the Company by the Biller from time to time shall be correct and complete in every material respect;
- (f) at the time of any transfer to the Company by the Biller of any ~~Distribution~~Receivables Entitlements ~~of the Biller or Beneficial Interest~~ relating to Biller Receivables as contemplated in this Agreement, including pursuant to Section 4.2, the Biller has good title thereto and is entitled to so transfer such ~~Distribution~~Receivables Entitlements ~~or Beneficial Interest, as the case may be,~~ without notice to or consent of the relevant Customer or any other party, and each such transfer shall be made free and clear of all Liens (other than Permitted Liens);
- (g) the Biller is solely responsible to provide to the Company all the necessary and correct information required by the Company in respect of each Customer to permit the Company to fulfill its obligations under this Agreement and the Company is entitled to rely solely on such information in that regard;
- (h) each Customer Services Agreement (i) does not expressly contemplate or permit any right of deduction or set-off pursuant to invoices; (ii) does not allow for any grace period in making payments thereunder; and (iii) includes the obligation of the Customer to make regular payments during the period and at the rate set out therein and communicated to the Company as contemplated herein; and
- (i) the Biller will remit to the relevant Governmental Authority all Taxes payable by Customers in respect of Customer Services in accordance with Section 5.1 of this Agreement.

7.2 Representations and Warranties by the Company

The Company hereby represents and warrants to the Biller, on a continuous basis, as follows and acknowledges that the Biller is relying upon the accuracy of each of such representations and warranties in connection with the execution of this Agreement by the Biller and the acceptance of its rights and obligations hereunder:

- (a) at the date hereof and at all times during the Term all necessary action has been taken by the Company to authorize the execution, delivery and performance by the Company of this Agreement and ~~the Trust Agreement and each of this Agreement and the Trust~~ this Agreement constitutes a legal, valid and binding obligation enforceable against the Company in accordance with its terms;
- (b) the Company has all necessary right, power and authority to purchase from the Biller the ~~Distribution~~Receivables Entitlements and to render accounts to and

receive payments from the Customers in accordance with the provisions of this Agreement;

- (c) subject to the terms and conditions hereof, the Company shall be solely responsible for obtaining, at its own expense, rights to use the necessary customer information and billing services systems as required to provide the Billing Services contemplated herein; and
- (d) the employees, agents or subcontractors of the Company who will be providing the Billing Services shall possess such skills and qualifications as are necessary or desirable for the performance of the Billing Services.

7.3 Indemnity

7.3.1 Indemnification of the Company - The Biller hereby agrees to save harmless and indemnify the Company, its directors, officers, employees and agents (the "**Company Indemnified Parties**") from and against all damage, loss, deficiency, cost, liability and expense to the Company, howsoever caused, which the Company may suffer or incur as a result of, in respect of or arising out of:

- (a) any material breach of this Agreement by the Biller;
- (b) any breach by the Biller of any of the covenants set out in Section 2.6 or Section 5.1 or any of the representations and warranties set out in Section 7.1;
- (c) the failure by the Biller to satisfy its obligations to Customers in connection with any of the Customer Services;
- (d) the negligence or wilful misconduct of the Biller, or any of the Biller's employees or agents or other persons acting on the authority or with the permission of the Biller;
- (e) a Customer Billing Dispute, including any At-Issue Amount; and
- (f) any breach by the Biller whatsoever of any confidentiality and/or privacy obligations set forth in this Agreement.

Notwithstanding the foregoing or any provision of this Agreement to the contrary, in no event shall the Biller have any duty to indemnify, defend or hold harmless any Company Indemnified Party for the negligent or intentional act or omission of any Company Indemnified Party.

7.3.2 Indemnification of the Biller - The Company hereby agrees to save harmless and indemnify the Biller, its directors, officers, employees and agents (the "**Biller Indemnified Parties**") from and against all damage, loss, deficiency, cost, liability and expense to the Biller, howsoever caused, which the Biller may suffer or incur as a result of, in respect of or arising out of:

- (a) any material breach of this Agreement by the Company;
- (b) any breach by the Company of any of the covenants set out in Section 2.7 or any of the representations and warranties set out in Section 7.2;
- (c) the negligence or wilful misconduct of the Company, or any of the Company's employees or agents or other persons acting on the authority or with the permission of the Company; and
- (d) any breach by the Company whatsoever of any confidentiality and/or privacy obligations set forth in this Agreement.

Notwithstanding the foregoing or any provision of this Agreement to the contrary, in no event shall the Company have any duty to indemnify, defend or hold harmless any Biller Indemnified Party for the negligent or intentional act or omission of any Biller Indemnified Party.

7.4 Third Party Claim

If a Company Indemnified Party or a Biller Indemnified Party (in either case, the "**Indemnified Party**") receives notice of the commencement of any claim by any Person who is not a party to this Agreement in respect of which the Indemnified Party intends to make a claim under either Section 7.3.1 or 7.3.2, as applicable, (other than a Customer Billing Dispute, which shall be dealt with in the manner contemplated by Section 7.6 hereof), the Indemnified Party shall promptly notify the other Party (in this instance, the "**Indemnifier**"). Such notice to the Indemnifier must describe in writing the third party claim in reasonable detail and indicate, to the extent reasonably practical, the estimated amount of the loss that has been or may be sustained by the Indemnified Party. The Indemnifier will then have a period of sixty (60) days within which to satisfy such third party claim, upon the prior written approval of the Indemnified Party of such settlement. Failing any settlement of the third party claim, the Indemnifier shall within ten (10) days of the end of such period give notice to the Indemnified Party as to whether it intends to dispute such third party claim and participate in or assume the defense thereof or not so dispute, participate in or assume. If the Indemnifier fails to provide such notice, the Indemnifier will be deemed to have provided notice that it will not so dispute, participate in or assume.

7.5 Limitations

7.5.1 Subject only to Subsection 7.5.2, and notwithstanding any other provision of this Agreement, (A) the liability of each Party and their respective directors, officers, employees and agents to the other Party, whether founded in tort or breach of contract or otherwise, shall be limited to the loss sustained by such other Party as a result of direct damage sustained by such other Party, and (B) each Party's maximum aggregate liability to the other Party under any provision of this Agreement, whether founded in tort or breach of contract or otherwise, shall not exceed an amount equal to the last twelve (12) months of Billing Fees paid under this Agreement, or, where less than twelve (12) months have elapsed, twelve (12) times the average of the monthly fees paid or payable by the Biller during such shorter period.

7.5.2 The limitation in Subsection 7.5.1 shall not apply in respect of: (A) the obligation of the Company to pay any ~~Settlement~~Payment Amount to the Biller as provided in this Agreement, (B) the liability of either party for a breach of its obligations under Article X; and (C) the liability of a party for any claim to the extent arising as a result of (i) the fraud, gross negligence or wilful misconduct of such party, or (ii) the misappropriation, unlawful disclosure, or use of a third-party's intellectual property (except that the exception in clause 7.5.2(C)(ii) shall not apply in respect of the Biller's use of certain software made available to the Biller by the Company as contemplated in Subsection 3.3.2).

7.5.3 For certainty, (A) a Party shall not be liable for any indirect or consequential losses, including loss of profits, business interruption losses, or any losses as a result of claims by third parties, and (B) in no event shall a Party be liable for any aggravated or non-compensatory damages, including punitive or exemplary damages, whether by statute, in tort or contract.

7.5.4 The limitation in Subsection 7.5.3 shall not apply in respect of: (A) the liability of either party for a breach of its obligations under Article X; and (B) the liability of a party for any claim to the extent arising as a result of the misappropriation, unlawful disclosure, or use of a third-party's intellectual property (except that the exception in clause 7.5.4(B) shall not apply in respect of the Biller's use of certain software made available to the Biller by the Company as contemplated in Subsection 3.3.2).

7.6 Disputes between Customer and Biller

The following provisions shall apply if any Customer shall: (A) make any claim in relation to any breach of a Customer Services Agreement by the Biller, or (B) cancel or repudiate a Customer Services Agreement or claim the right to do so, or (C) dispute the existence of a Customer Services Agreement, or (D) assert any counterclaim, defense, or offset against amounts due for the Customer Services, or refuse to pay any amount for which it is invoiced hereunder based on any of the foregoing (each, a "**Customer Billing Dispute**"):

- (a) the Company shall forthwith notify the Biller of the existence of the Customer Billing Dispute, and to the extent the Biller, rather than the Company, receives notice of the Customer Billing Dispute, the Biller shall forthwith notify the Company of the existence of such Customer Billing Dispute;
- (b) the Company shall notify the Biller of the particulars of each Customer Billing Dispute, including the At-Issue Amount, as and to the extent the Company becomes aware of such particulars;
- (c) the Company shall be entitled, in its sole and absolute discretion, at any time thereafter and upon notice to the Biller, to:
 - (i) not make any changes to the Service Bill for such Customer in respect of the relevant Customer Services, or the corresponding future Customer

Services charges, which are the subject of the Customer Billing Dispute;
or

- (ii) remove from the Service Bill for such Customer the relevant Customer Services, and the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; or
- (iii) (A) remove from the Service Bill for such Customer the relevant Customer Services, and the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; and (B) as part of the relevant Reconciliation pursuant to Section 4.4, deduct or net out from the amount otherwise to be paid to the Biller an amount equal to the Customer Services charges (including applicable Taxes) at issue in the dispute (the "**At-Issue Receivable**") multiplied by the ~~Scheduled Settlement~~ Biller Percentage (the product being the "**At-Issue Amount**"), which deduction or net-out shall reduce the Company's obligation to pay the ~~Settlement~~ Payment Amount by an amount equal to the At-Issue Amount; and (C) refund to the relevant Customer the full amount of any At-Issue Receivable, in respect of which the At-Issue Amount has been so deducted or netted-out; and (D) have such At-Issue Receivable removed from the Customer's bill; and (E) adjust the Company's records accordingly;

notwithstanding the Company's right in Subsection 7.6(c)(iii)(C) to refund to the Customer the full amount of the At-Issue Receivable, if the At-Issue Receivable which is part of the Customer Billing Dispute includes Customer Services charges which were billed to the Customer more than two (2) years prior to the date on which the notification is given pursuant to Subsection 7.6(a), then, except where the matter is the subject of litigation involving the Customer Billing Dispute, the Company shall not refund that part of such At-Issue Receivable which was billed to the Customer more than two (2) years prior to such notification date;

for certainty, if the Company takes the actions and exercises its rights as set out in Subsection 7.6(c)(i), it shall not be precluded, in its sole and absolute discretion at any time thereafter, from taking the action and exercising its rights as set out in Subsection 7.6(c)(ii) or Subsection 7.6(c)(iii), and if the Company takes the actions and exercises its rights as set out in Subsection 7.6(c)(ii), it shall not be precluded, in its sole and absolute discretion at any time thereafter, from taking the action and exercising its rights as set out in Subsection 7.6(c)(iii);

- (d) the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer, and

- (i) where the Customer Billing Dispute is not in respect of any matter to which the Company determines, in its sole discretion, the Consumer Protection Act applies, then the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer within forty-five (45) days of the notification given pursuant to Subsection 7.6(a); or
- (ii) where the Customer Billing Dispute is in respect of any matter to which the Company determines, in its sole discretion, the Consumer Protection Act applies, then the Company shall notify the Biller of such determination and the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer within fifteen (15) days of the notification given pursuant to Subsection 7.6(a);

in either case, the "**Resolution Period**";

- (e) if the Customer Billing Dispute is not resolved within the applicable Resolution Period, then the Company shall be entitled thereafter to take the actions and exercise its rights as set out in Subsection 7.6(c);
- (f) the Biller shall regularly and fully inform the Company regarding the status of each Customer Billing Dispute (including particulars of the matter at issue, the Biller's position and the reasons therefore, and how the Biller intends to resolve it), and, without limiting the foregoing obligation of the Biller, the Biller shall fully inform the Company regarding such status of any Customer Billing Dispute within two (2) Business Days of receipt of a request from the Company in such regard;
- (g) at any time and from time to time, the Company may contact the Customer directly to discuss the status and particulars of the relevant Customer Billing Dispute;
- (h) if a Customer Billing Dispute is resolved, then the Biller shall forthwith so notify the Company, including the particulars of such resolution, and any amount to be billed to the Customer by the Company as a result of such resolution shall be treated in the usual manner under this Agreement;
- (i) a Customer Billing Dispute shall not be considered to have been resolved if the Company is notified by the Biller that a Customer Billing Dispute has been resolved, and the Company is subsequently advised by the Customer, or its representative, that the Customer Billing Dispute has not been resolved; and
- (j) in no event, and notwithstanding any action or inaction by the Company in respect thereof, shall the Company have any responsibility or liability with respect to any Customer Billing Dispute or any At-Issue Receivable or any action taken by the Company pursuant to this Section 7.6 or in respect of such

Customer Billing Dispute, provided the Company has acted reasonably in the circumstance.

7.7 Disputes Between the Parties

7.7.1 Mechanism for Resolution of Disputes - With the exception of i) the exercise of rights by the Company pursuant to Section 7.6 or ii) the exercise of rights of termination pursuant to Sections 8.4, 8.5 or 8-58.6, all disputes, claims, questions or differences between the Parties arising out of or in connection with this Agreement or its performance, enforcement or breach (each a "**Services Dispute**"), shall be resolved in the manner set out in this Section 7.7. For certainty, if the Company exercises its rights under Section 7.6 or if a Party gives to the other Party a notice pursuant to Section 8.4, 8.5 or 8-58.6, then the Biller or such other Party, as the case may be, shall not be entitled to pursue resolution of any Services Dispute related thereto pursuant to this Section 7.7.

7.7.2 Notice of Dispute - A Party claiming that a Services Dispute has arisen must forthwith give written notice (a "**Dispute Notice**") to the other Party specifying the nature of the dispute, the relief sought and the basis for the relief sought.

7.7.3 Meeting between Parties - Within five (5) Business Days following delivery of a Dispute Notice by either Party, the Parties must commence the process of attempting to resolve the Services Dispute by referring such Services Dispute to their respective representatives within their organizations and shall cause their respective representatives to meet, discuss and negotiate in good faith with the intention of reaching a just and equitable solution satisfactory to both Parties.

7.7.4 Binding Arbitration - If the Services Dispute is not resolved to the satisfaction of the Parties within fifteen (15) Business Days after delivery of the Dispute Notice, then either Party may, upon notice to the other Party (the "**Arbitration Notice**"), at any time thereafter require the Services Dispute to be resolved by binding arbitration pursuant to this Section 7.7.4:

- (a) The Services Dispute shall be finally settled by arbitration in accordance with the provisions of the *Arbitration Act, 1991* (Ontario) based upon the provisions of this Section 7.7;
- (b) The arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Parties, acting reasonably, within ten (10) Business Days following delivery of the Arbitration Notice. If the Parties are unable to mutually agree on an arbitrator within such period, either Party may apply to a judge of the Ontario Superior Court of Justice to appoint an arbitrator. The arbitrator shall be qualified by education and training to rule upon the particular matter to be decided, shall be independent of each of the Parties and shall have reasonable experience in arbitrating business disputes;

- (c) The arbitrator shall be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within sixty (60) days of the receipt by one of the Parties of the Arbitration Notice;
- (d) The arbitration shall take place in Toronto, Ontario, and the language of the arbitration shall be English;
- (e) To the fullest extent permitted by Applicable Laws, any controversy concerning whether a Services Dispute is an arbitral matter or as to the interpretation or enforceability of this Section 7.7 shall be determined by the arbitrator. The arbitration award shall be given in writing and shall be final and binding on the Parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all related matters. The costs of arbitration include the arbitrator's fees and expenses, the provision of a reporter and transcripts, reasonable legal fees and disbursements and reasonable costs of preparation. After completion of the arbitration an action may be initiated by the Parties in court only for the purpose of enforcing the decision of the arbitrator and recovery of the costs incidental to the arbitration;
- (f) Subject to Article X, and except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise or as may be required by Applicable Laws, the Parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed beyond the arbitrator, the Parties, their counsel and any person necessary to the conduct of the proceeding; and
- (g) In no case shall the Company delay, cease or threaten to delay or cease the provision of any Billing Service pending the resolution of a Services Dispute, other than where the estimated aggregate monetary value of the then outstanding Services Disputes exceeds either 20% of the Billing Fee otherwise owing by the Biller to the Company for the relevant Billing Periods or 20% of the Actual Billed Amounts for the relevant Billing Periods (as applicable, depending on the nature of the Services Disputes(s)). Subject to the foregoing, pending the resolution of any Services Disputes, the Biller shall pay to the Company one-half of the Billing Fee plus applicable Taxes otherwise payable pursuant to Article IV in respect of the Billing Services provided by the Company that relate specifically to the Services Dispute. Following resolution of the Services Dispute, the Biller shall reimburse the Company for any underpayment and the Company shall reimburse the Biller for any overpayment, as the case may be, but in each case the payment shall be subject to interest at the rate provided in Section 5.2 calculated from the due date of the initial payment.

ARTICLE VIII – TERM AND TERMINATION

8.1 Term

Subject to the other terms and conditions of this Agreement, the term of this Agreement (the "Term") shall be deemed to have commenced on ~~Cycle Day 1, for the month of [●],~~ 2016 Effective Date and shall terminate on the earlier of (a) Cycle Day 21, for the month of ~~[●] March,~~ 2017, 2020, and (b) such earlier date as may be mutually agreed between the Parties, unless terminated prior to such date in accordance with the terms hereof.

8.2 Renewal

Subject to the other terms and conditions of this Agreement including Section 8.3, this Agreement shall be automatically renewed for successive periods of one year (each a "Renewal Term"), each Renewal Term commencing on Cycle Day 1, for the month of April of the then current year and terminating on Cycle Day 21, for the month of March of the next following calendar year, unless terminated prior to such date in accordance with the terms hereof.

8.3 Conditions of Renewal

This Agreement shall not be renewed automatically pursuant to Section 8.2 if:

- (a) the Biller is not in good standing under ~~(i) the Financial Assurances~~, if any, to be provided by the Biller pursuant to this Agreement ~~or (ii) the Trust Agreement;~~
- (b) the Biller has not fully complied with its obligation to cause any Priority Lien Holder to execute and deliver to the Company the Required Postponement and Subordination Agreement within the time frame and otherwise as provided in Section 4.2.5;
- (c) ~~(b)~~ the Biller is not otherwise in material compliance with all of its obligations, or the Biller is otherwise in material breach of any of its representations or warranties, set out in this Agreement or the Open Bill Manual; or
- (d) ~~(c)~~ the Biller has not provided to the Company the Annual Forecast in accordance with this Agreement, where required to do so; provided that if the Biller has not so provided such Annual Forecast, where required, the Company shall notify the Biller and the Biller shall have seven (7) days following delivery of such notice to provide such Annual Forecast to the Company, and if the Biller does so, it shall be considered to have complied with such requirement.

8.4 Company's Rights of Early Termination

Subject to the other provisions of this Article VIII and in addition to the Company's rights of termination set out elsewhere in this Agreement, the Company shall have the right to terminate this Agreement:

- (a) if the Biller has not complied with its obligations under this Agreement, or has not acted in a good faith manner in the performance of its obligations under this Agreement or the provision of the Customer Services (all as determined by the Company in its sole discretion), then, at the expiry of the Term, or the then current Renewal Term, upon not less than six (6) months prior written notice to the Biller, to that effect;
- (b) at any time within one (1) year of the Company discovering the occurrence of an Event of Default of the Biller and upon written notice to the Biller that the Company is terminating this Agreement as a result of the occurrence of such Event of Default; or
- (c) at any time, upon thirty (30) days prior written notice or such other notice period required by an order of the OEB, upon the occurrence of a regulatory change established by a Governmental Authority which causes, results in, requires or necessitates such termination; ~~in~~ such circumstances the Company shall, where it has determined in its sole discretion that it is in its best interests to do so, make reasonable efforts to co-operate with the Biller to maximize the notice period for any such mandatory termination.

8.5 Open Bill Program Matters

Subject to the other provisions of this Article VIII and in addition to the Company's rights of termination set out elsewhere in this Agreement, the Company shall have the right to terminate this Agreement at any time:

- (a) if the Company's open bill program is being combined or otherwise merged with any other open bill program, provided that the Company has provided the Biller:
 - (i) at least twelve (12) months prior notice of its intention to combine or otherwise merge the Company's open bill program with such other open bill program; and
 - (ii) the opportunity to enter into an amended and restated, or otherwise revised, form of agreement to obtain billing services under such merged open bill program on the same terms and conditions as other billers participating in such merged open bill program.

and in such event, the Company shall provide the Biller with at least three (3) months prior notice of the date upon which such merged open bill program and such amended and restated, or otherwise revised, form of agreement will become effective;

- (b) if the Biller has entered into any other open bill access billing and collection services agreement (or similar agreement) with the Company (including any

division of the Company or under any business style of the Company) or any Affiliate of the Company, and there has occurred an 'Event of Default' (as defined in that other agreement) of the Biller pursuant to that other agreement, then upon written notice to the Biller to that effect; or

- (c) if the Billing Fee revenues received by the Company from the Biller together with all Other Billers in any rolling consecutive twelve (12) month period is less than twelve million dollars (\$12,000,000), then upon written notice to the Biller to that effect, given at any time within six (6) months of the end of the relevant twelve (12) month period.

8.6 ~~8.5~~ **Biller's Rights of Early Termination**

Subject to the other provisions of this Article VIII and in addition to the Biller's rights of termination set out elsewhere in this Agreement, the Biller shall have the right to terminate this Agreement:

- (a) at the expiry of the Term, or the then current Renewal Term, upon not less than six (6) months prior written notice to the Company, to that effect; or
- (b) at any time within one (1) year of the Biller discovering the occurrence of an Event of Default of the Company and upon written notice to the Company that the Biller is terminating this Agreement as a result of the occurrence of such Event of Default; ~~or(c) at any time upon the termination of the Trust Agreement.~~

8.7 ~~8.6~~ **Events of Default**

In addition to any other events set out in this Agreement, the occurrence of any one or more of the following events shall constitute a default by the Biller or the Company, as applicable, under this Agreement and shall be considered an event of default (an "**Event of Default**") if such default is not remedied prior to the expiry of the relevant notice period (if any) or the relevant cure period (if any) applicable to such default as hereinafter set out, or upon the occurrence of the relevant event if there is no notice or cure period applicable:

- (a) if (A) a Party fails to perform or observe any of its obligations under this Agreement on its part to be observed or performed, and (B) such failure is capable of being cured using reasonable diligence, and (C) such failure or breach shall continue unremedied following notice thereof (giving particulars of the failure in reasonable detail) from the non-defaulting Party to the defaulting Party: (1) for a period of thirty (30) days; or (2) if such failure or breach is also an obligation of the Party under the *Consumer Protection Act*, and a shorter period is prescribed by the *Consumer Protection Act*, then such shorter period as is prescribed, or (3) such longer period as may be reasonably necessary to cure such failure, provided that the defaulting Party has demonstrated that:

- (i) it is proceeding with all due diligence to cure or cause to be cured such failure,
 - (ii) its proceedings can be reasonably expected to cure or cause to be cured such failure within a reasonable time frame acceptable to the non-defaulting Party, acting reasonably, and
 - (iii) it shall thereafter cure such failure with all due diligence and within the time frame acceptable to the non-defaulting Party, acting reasonably;
- (b) if the Biller fails to perform or observe its obligations, if any, set out in Section ~~2.62.6.1~~(f) [Financial Assurances];
- (c) if the Biller fails to cause any Priority Lien Holder to execute and deliver to the Company any Required Postponement and Subordination Agreement within the time frame and otherwise as provided in Section 4.2.5;
- (d) ~~(c)~~ if (A) the Biller fails to perform or observe its obligations set out in any of Sections ~~2.62.6.1~~(j) [Biller contact information], ~~2.62.6.1~~(m) [assurance of Minimum Credit Ratings], or 4.10 [Company's Request for Documentation] ~~or 7.6 [Disputes between Customer and Biller]~~, and (B) such failure is capable of being cured using reasonable diligence, and (C) such failure or breach shall continue unremedied following notice thereof (giving particulars of the failure in reasonable detail) from the Company to the Biller for a period of ten (10) days; except where such failure is a direct result of a failure of the Company to fulfill any of the Company's obligations hereunder;
- (e) ~~(d)~~ if the Biller fails to perform or observe its obligations set out in any of Sections ~~2.62.6.1~~(b) [Name Restrictions], ~~2.62.6.1~~(c) [Customer Service Agreement], ~~2.62.6.1~~(d) [Verification Calls], ~~2.62.6.1~~(g) [compliance with Applicable Laws], ~~2.62.6.1~~(h) [compliance with privacy obligations], 2.6.2 [Use of Third Party Servicers], 4.10 [Company's Request for Documentation] or 7.6 [Disputes between Customer and Biller];
 - (i) ~~on threetwo (32) or more occasions in any rolling consecutive twelve (12) month period, with respect to the same obligation; or (ii) on an aggregate of ten (10) or more occasions in any consecutive twelve (12) thirty-six (36) month period, with respect to any of such obligations;~~ and in respect of each of which failures the Company has provided a notice to the Biller, regardless of whether any of such failures have been remedied;
- (f) ~~(e)~~ if (A) the Biller fails to perform or observe any of its obligations under this Agreement on its part to be observed and performed, and (B) such failure has or shall have, or could reasonably be expected to have, an adverse effect on the Company (including the public's perception of the Company) or the Company's

ability to deliver the Billing Services (in each case, in the sole discretion of the Company), ~~and (C) such failure shall continue unremedied following notice thereof (giving particulars of the failure in reasonable detail) from the Company to the Biller for: (1) a period of ten (10) days; or (2) such longer period as the Company, in its sole discretion, may agree;.~~

(g) if (A) the Number of Customer Billing Disputes in any rolling twelve (12) month period exceeds ten per cent (10%) of the Number of Customer Accounts in such rolling consecutive twelve (12) month period, or (B) the Dispute Resolution Rate is less than eighty-five per cent (85%);

(h) ~~(f)~~ if any representation or warranty made by the Biller hereunder or any information provided by the Biller pursuant to this Agreement shall prove to have been incorrect or misleading in any respect when made, or at any time during the Term;

(i) ~~(g)~~ if a compliance order is issued against or in respect of the Biller or the Biller is the subject of any other order made under the *Consumer Protection Act*;

(j) ~~(h)~~ if a Party files a petition in bankruptcy, makes an application or files a petition seeking any re-organization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors or makes an assignment for the benefit of creditors, or if a receiver or receiver and manager, trustee or similar officer is appointed for the business or property of the Party or any part thereof, or if any involuntary petition, application or other proceeding under any bankruptcy or insolvency laws is instituted against the Party and is not stayed, otherwise enjoined or discharged within thirty (30) days;

(k) ~~(i)~~ if any execution, distress or other enforcement process, whether by court order or otherwise, which would have a material adverse effect on the financial viability of a Party becomes enforceable against any property of such Party;

(l) ~~(j)~~ if a Party commits any act of bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or is wound up; or

(m) ~~(k)~~ if a Party ceases 'carrying on business in the ordinary course'; and for this purpose, a Party shall be considered to be 'carrying on business in the ordinary course' if it continues to meet all of its obligations and comply with all of its representations, in all material respects, under this Agreement and each Customer Services Agreement; ~~.~~

~~(n) — if for any reason a Party ceases to be a party to the Trust Agreement; or~~

~~(m) — if a Party fails to perform or observe any of its obligations under the Trust Agreement on its part to be observed and performed or is in breach of any of its representations or warranties made thereunder and such failure or breach shall~~

~~continue unremedied following notice thereof (giving particulars of the failure or breach in reasonable detail) from the non-defaulting Party to the defaulting Party, for a period of thirty (30) days, except where such failure is a result of a failure of the other Party to fulfil any of such other Party's obligations thereunder,~~

provided that each of the above-noted Events of Default have been inserted for the benefit of the non-defaulting Party and may be waived by the non-defaulting Party in whole or in part at any time by notice to the defaulting Party. The non-defaulting Party may, in its sole discretion, extend the period for the remediation of any such Event of Default (if any).

8.8 ~~8.7~~ **Effect of Expiration or Termination**

8.8.1 ~~8.7.1~~ **Mutual Obligations** - Notwithstanding the expiration or termination of this Agreement, for any reason, each Party shall:

- (a) continue to be liable to pay, on the terms herein specified, any amount accrued or accruing and payable by such Party to the other up to the time of termination; and
- (b) in good faith use commercially reasonable efforts to assist the other Party to provide for the transition of the Billing Services from the Company to a Person designated by the Biller.

8.8.2 ~~8.7.2~~ **Rights of Company** – Upon the expiration or termination of this Agreement, for any reason, and notwithstanding, and without in any way limiting, any provision of this Agreement in furtherance hereof or to the contrary, for the period commencing on the earlier of:

- (i) the expiration date of this Agreement, and
- (ii) the date on which either Party gives notice to the other in accordance with the terms of this Agreement that it intends to terminate this Agreement pursuant to the terms hereof,

and continuing until the later of:

- (iii) six (6) Billing Periods following the end of the Termination Transition (if applicable), and
- (iv) one hundred and eighty (180) days following the last date on which any Billing Services are provided to the Biller (including any Billing Services provided during the Termination Transition, if any),

(the "**Run-Off Period**") the Company shall be entitled:

- (a) to exercise all of its rights, and the Biller shall continue to comply with all of its obligations, under Sections 4.10 and 7.6;
- (b) to the benefit of the Company's rights under Section 7.3.1;
- (c) to require that the Biller post and maintain (in addition to any other Financial Assurances already provided to the Company hereunder) an irrevocable Letter of Credit or cash equivalent in an amount established by the Company pursuant to Part 3 of Appendix "D" (the "**Run-Off Financial Assurances**"); and for certainty, such requirement may apply, in the Company's sole discretion, notwithstanding that the Biller may not have otherwise been required to provide any Financial Assurances pursuant to the provisions of Appendix "D" prior to the commencement of the Run-Off Period;
- (d) to liquidate or exercise all or any part of the Financial Assurances then held by or for the benefit of the Company (including the Run-Off Financial Assurances) free from any claim of set-off or otherwise or right of any nature whatsoever of the Biller in respect of any Customer Billing Dispute (including costs related to investigation, settlement and refund of Customer Billing Disputes) which arises during the Run-Off Period and which is not resolved to the satisfaction of the Company in its sole discretion; and
- (e) without demand for payment, and without any other formality, all of which are hereby waived by the Biller, at any time and from time to time, to set off, appropriate and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) or security, including any cash or other amounts at any time held by the Company, and any and all amounts to be remitted by the Company to the Biller, together with any other obligations (in whatever currency) at any time owing by the Company to or for the credit or the account of the Biller under this Agreement, against any and all of the obligations of the Biller to the Company now or hereafter existing under this Agreement, irrespective of whether or not the Company has made any demand under this Agreement and although such obligations of the Biller may be contingent or unmatured; and in this regard, each of the Parties hereto hereby waives, to the extent lawful, any "reasonable period" which may be imposed by a court prior to the exercise of such set-off, appropriation and application; and for certainty, the rights of the Company under this Subsection ~~8.7.2~~8.8.2(e) are in addition to other rights and remedies (including other rights of setoff, consolidation of accounts and liens) that the Company may have; and the Company agrees to promptly notify the Biller at the time of or forthwith following any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application.

For certainty, the provisions of this Section ~~8.7.2~~8.8.2 shall survive the expiration or termination of this Agreement for the duration of the Run-Off Period.

8.9~~8.8~~ Additional Rights of Company on Event of Default

Upon the occurrence of an Event of Default of the Biller, in addition to any other rights it may have hereunder, the Company shall have the right, following written notice to the Biller of the Company's determination in this regard, to take any one or more of the following actions, as it may in its sole discretion determine necessary or appropriate:

- (a) suspension of the Billing Services, in whole or in part;
- (b) refusing to accept any new Customers for which Billing Services have been requested; or
- (c) making corrections or reversals to charges on Service Bills to correct Billing errors, including duplicate or erroneous charges.

8.10~~8.9~~ Transition Plan8.10.1~~8.9.1~~ Termination Transition

- (a) Subject to Subsection ~~8.9.1~~8.10.1(d), in connection with the expiration or termination of this Agreement for any reason or cause other than in accordance with Subsection ~~8.9.3~~8.10.3, in accordance with this Article VIII the Company will, upon receipt of reasonable advance notice in respect thereof (the "**Transition Notice Period**"), co-operate with the Biller to effect the orderly transition and migration from the Company to the Biller (or a third-party service provider undertaking, on behalf of the Biller, to provide the Billing Services (the "**Third Party Provider**")) of all Billing Services then being performed by the Company (the "**Termination Transition**") provided that (i) all amounts owed by the Biller to the Company under this Agreement have been paid, except for those amounts which are subject to a dispute under Section 7.7, and that (ii) the Company is paid for any additional services as provided in this Subsection ~~8.9.1~~8.10.1. The Termination Transition will be provided for a reasonable period of time as agreed by the Parties and in any event until the period ending ninety (90) days after the Final Billing Date (the "**Transition Period**"). The Biller will co-operate in good faith with the Company in connection with the Company's obligations under this Section ~~8.9.1~~8.10.1 and will perform its obligations under the Transition Plan (as such term is defined below) and as set out in this Agreement.
- (b) In furtherance of the parties obligations in Subsection ~~8.9.1~~8.10.1(a), the Company and the Biller will work together to develop a transition plan (the "**Transition Plan**") setting forth the respective tasks to be accomplished by each Party in connection with the Termination Transition and a schedule pursuant to which such tasks are to be completed, and the Billing Services to be provided by the Company, including the fees and expenses to be charged by the Company therefor in addition to those payable under this Agreement for Billing Services

that continue to be provided or that are otherwise outstanding. In the event the Company and the Biller are unable to agree upon a transition plan during the Transition Notice Period, the Standard Transition Plan will be implemented and the Company will at the time of such implementation notify the Biller as to the fees and expenses to be charged by the Company therefor in addition to those payable under this Agreement for Billing Services that continue to be provided or that are otherwise outstanding.

- (c) The Company will assist the Biller at the Biller's expense in the provision of the Biller's data in such formats as the Biller may reasonably require in order to facilitate the transition of such data to another system.
- (d) Notwithstanding Subsection ~~8.9.1~~8.10.1(a), if the Company terminates the Agreement as a result of the occurrence of any Event of Default set out in ~~Subsections 8.6~~Subsection 8.7(b) or ~~8.6~~8.7(c), then the Company shall only be obligated to provide transition assistance to the Biller for the period from (A) the date on which the Company provides the Biller notice that services under this Agreement will be terminated, until (B) the Final Billing Date, as provided in the Standard Transition Plan.

8.10.2

~~8.9.2~~ Transition Assurances

- (a) Prior to the Company providing any termination assistance to a Third Party Provider, as contemplated in Subsection ~~8.9.1~~8.10.1(a), the Biller will cause the Third Party Provider to provide the Company with written assurances, in form and substance satisfactory to the Company acting reasonably, that the Third Party Provider (i) will maintain the confidentiality of any Company proprietary information incidentally or otherwise disclosed or provided to, or learned by, the Third Party Provider in connection with the Termination Transition and (ii) will use such information exclusively for the provision of applicable services for the Biller during the Termination Transition or, where such Third Party Provider is not a competitor of the Company, such longer period of time agreed to by the Company acting reasonably. The Company will provide the Biller with the form of confidentiality agreement which it would find acceptable in order to facilitate the Termination Transition.
- (b) For so long as this Agreement remains in effect and during the Termination Transition but subject to the last sentence of this Subsection ~~8.9.2~~8.10.2(b), the Biller will pay to the Company the charges set forth in this Agreement and in the Transition Plan. If the Termination Transition provided by the Company under this Section ~~8.9~~8.10 or the Transition Plan requires personnel or other resources in excess of those resources being provided by the Company under this Agreement at the effective date of expiration or termination, the Biller will pay the Company for such additional personnel and resources at the Company's then current commercial billing rates on such periodic basis as required by the Company.

8.10.3~~8.9.3~~ Program Termination Transition

- (a) If the Company determines to terminate the 'Open Bill Program' for all billers who obtain Billing Services pursuant to an agreement in the form of, or substantially in the form of, this Agreement (collectively, the "**Program Billers**"), then the Company shall co-operate with the Biller to effect the orderly transition and migration from the Company to the Biller (or a third-party service provider undertaking, on behalf of the Biller, to provide the Billing Services) of all Billing Services then being performed by the Company pursuant to the program transition plan established by the Company pursuant to this Subsection ~~8.9.3~~8.10.3.
- (b) Upon the Company determining to terminate the 'Open Bill Program' and following the Company providing notification to the Biller and all other Program Billers of such determination, the Company shall make reasonable efforts to consult with the Biller and all other Program Billers to establish a program transition plan which is generally acceptable to all Program Billers; provided that if the Company is not able to establish such a plan within sixty (60) days of such notification, then, subject only to paragraph (d) of this Subsection ~~8.9.3~~8.10.3, the Company shall be entitled to establish such a program transition plan, as it may determine, in its sole discretion, most completely meets the requirements and requests of the Company and the Program Billers.
- (c) Upon the Company establishing the program transition plan, it shall notify the Biller and all other Program Billers thereof.
- (d) Notwithstanding to paragraph (b) of this Subsection ~~8.9.3~~8.10.3, the transition services provided by the Company pursuant to the program transition plan (the "**Transition Services**") will be provided (A) in the same manner, *mutatis mutandis*, to all Program Billers and (B) to the Biller for the longer of (i) twelve (12) months following delivery of notification of the program transition plan pursuant to paragraph (c) of this Subsection ~~8.9.3~~8.10.3, and (ii) the longest period of time for which the Company provides such Transition Services to any of the Program Billers.
- (e) The Biller will co-operate in good faith with the Company in connection with the Company's obligations under this Subsection ~~8.9.3~~8.10.3 and will perform its obligations in connection with any such Transition Services. The Company's obligation to provide Transition Services shall be subject to the Biller's continued compliance with the relevant terms and conditions of this Agreement.

ARTICLE IX – FINANCIAL ASSURANCES AND INSURANCE

9.1 Requirement for Financial Assurances

Contemporaneously with the execution of this Agreement and at any time during the Term, the Transition Period and the Run-Off Period, the Company may, upon notice to the Biller, require the Biller to provide the Company, and the Biller shall provide if the Company so requests, financial assurances in respect of the Biller's obligations hereunder in the amount and of the type required by the Company (the "**Financial Assurances**"), all in accordance with the terms set out in Appendix "D". Initially, the Financial Assurances required by the Company to be provided by the Biller shall be those set out in Appendix "D".

9.2 Nature of Financial Assurances

Any request for such Financial Assurances shall be based upon the creditworthiness of the Biller (or such other criteria as may be set out in this Agreement or the Open Bill Manual), and shall be consistent with the Company's then current 'Financial Assurances Policy for Open Bill Services', and which Policy shall be a part of the Open Bill Manual. Such Financial Assurances may consist of an irrevocable letter of credit in a form and from an issuer acceptable to the Company and/or such other security as the Company may specify. Such Financial Assurances may relate to the Biller's obligations hereunder or to the Biller's requests of the Company for an extension of the Term or for other revisions to the terms hereof.

9.3 Realization Upon Financial Assurances

The Company shall be entitled to realize upon any Financial Assurances in the manner and to the extent provided for and set out in this Agreement, including Appendix "D", and such Financial Assurances.

9.4 Insurance

9.4.1 Biller Insurance – The Biller shall, at its own expense, maintain and keep in full force and effect during the Term commercial general liability insurance having a minimum inclusive coverage limit, including personal injury and property damage, of at least two million dollars (\$2,000,000). Subject to the terms of the following sentence, the Company shall be added as an additional insured in the Biller's insurance policy, which should be extended to cover contractual liability, products/completed operations liability, owner's/contractor's protective liability and must also contain a cross-liability clause. The Biller shall, forthwith after entering into this Agreement, and from time to time thereafter at the request of the Company (but no more often than twice per year), furnish to the Company a memorandum of insurance or an insurance certificate setting out the terms and conditions of each policy of insurance (all such policies of insurance being hereinafter described as the "**Biller Insurance Policies**") maintained by the Biller in order to satisfy the requirements of this Section 9.4.1. The Biller shall arrange the Biller Insurance Policies with insurers acceptable to the Company, acting reasonably.

The Biller shall not cancel, terminate or materially alter the terms of any of the Biller Insurance Policies without giving prior notice in writing to, and obtaining the consent of, the Company. The Biller shall cause or arrange for each of the insurers under the Biller Insurance Policies to oblige itself contractually in writing to the Company to provide thirty (30) days prior notice in writing before cancelling or terminating the Biller Insurance Policies under which it is an insurer.

- 9.4.2 Company Insurance – The Company shall, at its own expense, maintain and keep in full force and effect during the Term commercial general liability insurance having a minimum inclusive coverage limit, including personal injury and property damage, of at least two million dollars (\$2,000,000). Subject to the terms of the following sentence, the Biller shall be added as an additional insured in the Company's insurance policy, which should be extended to cover contractual liability, products/completed operations liability, owner's/contractor's protective liability and must also contain a cross-liability clause. The Company shall from time to time at the request of the Biller (but no more often than twice per year), furnish to the Biller a memorandum of insurance or an insurance certificate setting out the terms and conditions of each policy of insurance (all such policies of insurance being hereinafter described as the "**Company Insurance Policies**") maintained by the Company in order to satisfy the requirements of this Section 9.4.2. The Company shall not cancel, terminate or materially alter the terms of any of the Company Insurance Policies without giving prior notice in writing to, and obtaining the consent of, the Biller. The Company shall cause or arrange for each of the insurers under the Company Insurance Policies to oblige itself contractually in writing to the Biller to provide thirty (30) days prior notice in writing before cancelling or terminating the Company Insurance Policies under which it is an insurer.

ARTICLE X – CONFIDENTIALITY

10.1 Purpose, Title and Use

- 10.1.1 Purpose - Each Party may disclose to the other Confidential Information for the sole purpose of the Biller being provided with the Billing Services by the Company (collectively the "**Purpose**").
- 10.1.2 Title - Each Party agrees that all right, title and interest in the Confidential Information disclosed by the Owning Party, including all discoveries, concepts and ideas derived from the Confidential Information, as between the Parties, are the exclusive property of the Owning Party.
- 10.1.3 Use - The disclosure of Confidential Information by the Owning Party is in strictest confidence and thus the Receiving Party agrees:
- (a) to use the Confidential Information only for the Purpose and shall not disclose the Confidential Information to any third party other than the employees, officers, directors, contractors or consultants (subject to the obligations of this Section 10.1.3(a)) of the Receiving Party or its Affiliates (collectively referred to

as the "**Representatives**") who have a need to know the Confidential Information in order to accomplish the Purpose or with the prior written consent of the Owning Party;

- (b) to advise each Representative, before he or she receives access to the Confidential Information, of the obligations of the Receiving Party under this Agreement;
- (c) with respect to contractors or consultants, to obtain in advance of any disclosure of Confidential Information the prior written agreement of the Owning Party, as well as the written agreement from such contractor or consultant to comply with the terms and conditions set forth in this Agreement; and provided that this provision shall not apply in respect of a Party's legal advisors or auditors;
- (d) to be responsible for the breach of any provision of this Agreement by any Representatives;
- (e) to use at least the same degree of care to maintain the Confidential Information as confidential as the Receiving Party uses in maintaining its own confidential information, but always at least a reasonable degree of care;
- (f) subject to the Parties' potential obligations under Section 10.2, within fifteen (15) days following the request of the Owning Party, to return to the Owning Party all materials to the extent containing any portion of the Confidential Information or confirm to the Owning Party, in writing, the destruction of such materials, except where such Confidential Information is stored electronically or otherwise in a manner which would render the return or destruction of such Confidential Information not reasonably possible, provided it shall remain subject to the confidentiality obligations hereof; and
- (g) that the Confidential Information provided by the Owning Party shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Receiving Party or its Representatives without the prior written consent of the Owning Party, except for such copies, reproductions, summaries and storage as are strictly required for the Purpose and for evaluating the matters under discussion, it being agreed, however, that such copies, reproductions, summaries and storage shall be accorded the same confidential treatment as the originals thereof.

10.2 No Disclosure to Other Persons

- 10.2.1 The Parties acknowledge and agree that each of the Parties shall have the right to retain necessary Confidential Information which it may determine acting reasonably (the "**Retained Confidential Information**") is required for use by such Party in connection with any submission made to or proceeding made before the OEB whether through written or oral hearing or technical conference (collectively referred herein as the

"Regulatory Proceedings"). Each of the Parties further agree that it shall not disclose all or any portion of the Retained Confidential Information in connection with Regulatory Proceedings, whether in order to respond to interrogatories or cross-examination of the Parties' witnesses or otherwise, without first seeking the consent of the Owning Party. If such consent is not provided, the Receiving Party shall seek confidential treatment for the Retained Confidential Information pursuant to the OEB's Practice Direction on Confidential Filings. The Receiving Party shall use all reasonable commercial efforts to promptly notify the Owning Party, prior to disclosing any Confidential Information, including the Retained Confidential Information, pursuant to this Section 10.2.1.

10.2.2 Except as provided in Section 10.2.1, in the event a Receiving Party becomes legally compelled, after having exhausted all reasonable commercial efforts as provided in Section 10.2.1 (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process by court order of a court of competent jurisdiction, or in order to comply with applicable requirements of any stock exchange, government department or agency or other regulatory authority, or by requirements of any Applicable Laws) to disclose any Confidential Information, the Receiving Party will (i) promptly notify the Owning Party of the obligation to make such disclosure and (ii) assert the confidentiality of such Confidential Information, in order to permit the Owning Party to seek an appropriate protective order or other protective remedy. The Receiving Party shall not oppose any action by the Owning Party to obtain an appropriate protective order or other remedy. In the event that either such protective order or other remedy is not obtained by Owning Party or Owning Party waives compliance with the provisions of this Agreement, the Receiving Party will disclose only that portion of the Confidential Information which the Receiving Party is legally obliged (based on advice of legal counsel) to disclose to the appropriate authorities.

10.2.3 For the purpose of Sections 10.2.1 and 10.2.2, a Party who is at the relevant time a member of a trade, professional, or business organization (an "**Association**") that participates in Regulatory Proceedings as representative of or on behalf of such Party may disclose Retained Confidential Information to that Association for the purposes of participating in Regulatory Proceedings as long as that Association becomes bound by the same obligations of confidentiality as such Party has pursuant to this Agreement with respect to that Retained Confidential Information.

10.3 Remedies

10.3.1 Each Party acknowledges and agrees that the Owning Party will suffer irreparable harm if the Receiving Party fails to comply with any of the obligations under this Article X and that monetary damages will be inadequate to compensate the Owning Party for any breach or attempted breach. Accordingly, in addition to any other remedies available to the Owning Party at law or in equity, or under the terms of this Agreement, each Party, as a Receiving Party, agrees that the Owning Party shall be entitled, as a matter of right, and the Receiving Party shall not oppose the Owning Party's right, to seek equitable relief including an interim injunction, specific performance or other similar relief against the Receiving Party. No waiver of any violation shall be deemed or

construed to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies provided on an Event of Default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

10.3.2 Further, the Receiving Party shall indemnify and hold the Owning Party harmless against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered, sustained, paid or incurred by the Owning Party as a result of any breach of this Article X by the Receiving Party or any other Person receiving Confidential Information under this Agreement.

10.4 Confidentiality Of Agreement

Except to the extent necessary to perform its obligations hereunder or to comply with any Applicable Laws, no Party shall, without the prior written consent of the other Party, disclose to any third party the terms or conditions of this Agreement; and provided that this provision shall not apply in respect of a Party's legal advisors or auditors.

ARTICLE XI – GENERAL CONTRACT PROVISIONS

11.1 Notice

All notices, directions, documents of any nature required or permitted to be given by one Party to the other pursuant to this Agreement (in each case, a "Notice") shall be in writing and shall be delivered personally or by courier or sent by ~~facsimile~~e-mail as follows:

(a) in the case of the Company, to it at:

Enbridge Gas Distribution Inc.
~~Fax Number: (416) 495-5080~~500 Consumers Road
Toronto, Ontario M2J 1P8
Email: EGDOpenBillAdmin@enbridge.com
 Attention: Manager, Billing Relationships

With a copy to:

Enbridge Gas Distribution Inc.
~~Fax Number: (416) 495-5994~~500 Consumers Road
Toronto, Ontario M2J 1P8
Email: EGDILaw Contracts@enbridge.com
 Attention: ~~Vice President, Law & Information Technology~~VP Gas
Distribution Law

(b) in the case of the Biller, to it at: ●

[Open Bill Participant]

[Address 1]

[Address 2]

Email: <*>

With a copy to:

[Open Bill Participant]

[Address 1]

[Address 2]

Email: <*>

●

or at such other address of which the addressee may from time to time have notified the addressor pursuant to this Section 11.1. A Notice ~~may be delivered by electronic internet communication provided the Parties have agreed in writing in advance to do so and have established in writing in advance their respective addresses for such communication. A Notice~~ shall be deemed to have been ~~sent and~~ received on the day it is delivered if delivered personally or by courier ~~or by facsimile or by electronic internet communication.~~ A Notice sent by e-mail shall be deemed to have been received on the day it is sent, provided no incomplete or bounce-back error transmission is received by the sending Party. If such day is not a Business Day or if the Notice is received after ~~ordinary office hours~~ 5:00 p.m. (at the ~~time of~~ place of receipt), the Notice shall be deemed to have been ~~sent and~~ received on the next Business Day.

11.2 Further Assurances

The Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each Party will at any time and from time to time execute and deliver or cause to be executed and delivered such further instruments and take such further actions as may be reasonably requested by the other Party in order to cure any defect in the execution and/or delivery of this Agreement.

11.3 Waiver

No waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all covenants in this Agreement. For certainty, and without in any way limiting the foregoing, no default by a Party in fulfilling any of its obligations will be waived or deemed to have been waived by any examination, inspection or review by the other Party. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

11.4 Amendments

Unless indicated otherwise in this Agreement, no additions, deletions, extensions or modifications of this Agreement shall be binding on either Party unless made in writing and signed by both Parties.

11.5 Force Majeure

If the Company's performance of any of its obligations under this Agreement is prevented, hindered or delayed by reason of fire, flood, earthquake, explosion or other casualty or accident or act of God, war or other violence, or any laws or regulations, order, proclamation, regulation, ordinance, demand or requirement of any Governmental Authority or other similar event outside the Company's reasonable control (including, ~~without limitation,~~ labour unrest with respect to the labour force of the Company or a third party) (in each case, a "Force Majeure Event"), then the Company will be excused for such non-performance, hindrance or delay, as applicable, of those obligations for as long as such Force Majeure Event continues.

11.6 Relationship between the Parties

Except as expressly and specifically provided for in this Agreement ~~or the Trust Agreement,~~ neither the Company nor the Biller will be deemed by virtue of this Agreement an agent of the other. Any and all joint venture or partnership status between the Parties is hereby expressly denied, and the Parties acknowledge that they have not formed either expressly or impliedly, a joint venture or partnership.

11.7 Successors and Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, but neither Party shall transfer or assign this Agreement, or any of the rights, entitlements, duties, or obligations under this Agreement, to any Person without the prior written consent of the other Party, acting reasonably. Notwithstanding the foregoing, upon written notice by the Company to the Biller, the Company may assign this Agreement or all of its rights, entitlement, duties and obligations under this Agreement to any Affiliate or successor in either case approved by the OEB.

11.8 Counterparts

This Agreement, and any amendment, supplement or schedule to this Agreement, may be executed in ~~several counterparts, each of which so executed being deemed to be~~ any number of counterparts, and may be executed using electronic signatures. The executed signature page(s) from each counterpart may be joined together and attached to an original, and ~~such counterparts~~ together shall constitute ~~but one and the same instrument and notwithstanding their date of execution shall be deemed to be made and dated as of the date hereof.~~ Exchange of counterparts of a document of this Agreement may be provided by e-mail delivery or other electronic means.

11.9 **Substitution of Agreement**

The Prior Agreement is hereby amended and restated effective as of the Effective Date, and thereafter replaced by this Agreement. As of and from the Effective Date, all references to the Prior Agreement in any other agreement, document or instrument shall be to the Prior Agreement as amended and restated by this Agreement. For certainty, the execution and delivery of this Agreement shall not affect any action taken, payment made under or pursuant to, or reliance on the Prior Agreement. Any conduct of either Party prior to the Effective Date and discovered by the other Party either prior to or after to the Effective Date of shall be governed by the terms of the Prior Agreement.

11.10 ~~11.9~~ **Time of the Essence**

Time is of the essence of this Agreement and of every provision of this Agreement. Extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

[Remainder of page intentionally left blank – next page is signing page.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

ENBRIDGE GAS DISTRIBUTION INC.

By: _____

Name: ~~Lynn Parrington~~

Title: ~~Senior Manager, Customer Care Operations~~

By: _____

Name: ~~Kerry Lakatos-Hayward~~

Title: ~~Director, Customer Care~~

[OPEN BILL PARTICIPANT]

By: _____

Name: _____

By: _____

Name: _____

Title: _____

I have the authority to bind the Corporation.

APPENDIX "A"**BILLING SERVICES**

The Company is providing billing services, the scope of which is described below. The Billing Services will produce either a shared monthly bill that includes Distribution Charges or a standalone monthly bill which does not include Distribution Charges for each Customer identified by the Biller in the manner contemplated herein. ALL BILLING SERVICES ARE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN BILL MANUAL. THE BILLER ACKNOWLEDGES RECEIPT OF A COPY OF THE OPEN BILL MANUAL AS OF THE DATE OF THIS AGREEMENT.

Service Function Provided	Description of Service
Account Set Up & Management	Biller will initiate and Company will receive and process requests for the establishment of a customer account (as either shared or standalone) through the use of transaction interface files communicated by Biller to Company, for customer accounts within Company's franchise territory.
	If, in any twelve (12) month period, the effort to set up Customer accounts (for Customers receiving a standalone Service Bill that does not include Distribution Charges) exceeds one hundred (100) hours, then Biller will be charged by Company for such incremental effort at a rate that is the lesser of: (i) the actual cost to set up such accounts based on an hourly rate of \$60.00 (sixty dollars) per hour; and (ii) a flat charge of \$20.00 (twenty dollars) per Customer account set up.
	<p>Company will process updates to the customer record (i.e. names, phone numbers, etc.).</p> <p>Company will support rate ready transactions, financing and rental contracts in Company's CIS system in a rate ready format.</p> <p>Company will support all bill ready transactions in Company's CIS system received from Biller.</p>
Call Centre	<p>Company will provide "core" Customer billing inquiries (e.g. amount billed, when billed, etc.).</p> <p>For product/service specific information, Customer will be directed to the Biller for response.</p> <p>Company will handle "core" Customer billing inquiries redirected by Biller to Company.</p> <p>Company will direct customers to call Biller when detailed product information is required by Customer.</p>

Service Function Provided	Description of Service
	<p>Company will respond to any written or email inquiries that are "core" Customer billing inquiries (e.g. amount billed, when billed, etc.).</p> <p>Any product/service specific inquiries will be directed to Biller for response.</p>
Billing Hotline	<p>Company will provide Biller with dedicated support for billing inquiries. This service is for use by Biller personnel only and will provide consultation on Customer billing information, account status and account details held within Company's CIS system.</p> <p>Hours of the "hotline" operation will match Company's current billing inquiries hours (8AM - 6PM – during Business Days).</p>
Billing	<p>All transactions must be in the format specified in the Open Bill Manual.</p> <p>All transactions must pass a Company edit in order to be input on a Service Bill.</p> <p>Rejected transactions will be sent back to Biller via an electronic file.</p> <p>All transactions to be presented on the Service Bill will be comprised of charges related only to Customer Services.</p> <p>All Company billing exceptions (i.e. unpostables, no bills, etc.) will be reviewed and resolved.</p> <p>Company will process all adjustment transactions from Biller that are communicated to Company in the form of a transaction interface file that complies with the requirements of the Open Bill Manual and passes the Company's edit requirements.</p> <p>Company will process billing adjustments as a result of a CIS processing or Company error and issue an incremental Service Bill to Customer to correct such billing error, if required.</p> <p>Company will provide Biller with backbilling services, for items such as rate ready rental equipment, for the period the gas meter is turned off due to non payment, when the account is resumed in the same name.</p> <p>Company will randomly review Service Bills on a daily basis to ensure billing accuracy for Biller's rate ready charges.</p> <p>Company will process move transactions initiated by Customer via</p>

Service Function Provided	Description of Service
	<p>telephone or written correspondence.</p> <p>All rate ready transactions will be calculated based on rates and charges provided by Biller. The rate change process will be provided in accordance with the Open Bill Manual.</p>
	<p>If Customer disputes Biller's charge, Company will transfer the dispute to Biller for investigation and resolution, and otherwise handle such dispute in accordance with Section 7.6.</p> <p>Biller shall be entitled to have aggregated statements (i.e. information relating to multiple account to be presented on one or more Service Bill(s)) rendered and issued each month.</p>
Bill Presentment	<p>Biller charges/credits will be displayed on the Biller's portion of the "Charges from Other Companies" section of the Service Bill.</p> <p>Line items to be presented on the Service Bill will be limited to the Customer Services. Company will print Biller specific logos, based on Company's pre-determined printing requirements.</p>
	<p>Up to six items per Biller may be presented on each Service Bill per month. Bills that exceed the six item limit will be subject to an additional charge.</p> <p>Company will provide Biller with space for a monthly four line bill message, incremental to the product description line, which will be located on the right side of the Service Bill opposite Biller's charges.</p>
Bill Print & Mailing	<p>Company will support all aspects of bill print, including a daily audit of print quality, and will provide corrections if necessary.</p> <p>Company's bill mailing will be compliant with Canada Post standards.</p> <p>Returned mail will be reviewed and information updated, when available.</p>
Rental Equipment	<p>Where rate ready rental equipment is attached to Customer's premises within the CIS system, Company will transfer the rental to the new Customer when a Customer move occurs, and inform Biller.</p>
Finance	<p>Company will purchase the DistributionReceivables Entitlements from Biller on the applicable Payment Date.</p>
Settlement	<p>Company will pay the SettlementPayment Amount to Biller in accordance</p>

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Service Function Provided	Description of Service
	with the Agreement.

APPENDIX "B"

CHARGES

For purposes of the Agreement:

"**Billing Fee**" is, as of January 1, ~~2016, ninety-eight~~2018, ~~one dollar and two~~one and five-tenth cents (\$~~0.982~~1.015) for each Service Bill delivered pursuant to the Agreement which includes Distribution Charges, and two dollars and ~~twenty-five~~thirty-two and ~~one-tenth~~six-tenths cents (\$~~2.251~~2.326) for each Service Bill delivered pursuant to the Agreement which does not include Distribution Charges, in each case, as adjusted by the Billing Fee Adjustment, from time to time;

"**Billing Fee Adjustment**" means, an increase to the Billing Fee, to be applied at the Company's sole discretion effective as of January 1 in each calendar year upon delivery of notice to the Biller, in an amount not to exceed an amount equal to the annual change in The Canadian Consumer Price Index, All Items, as published by Statistics Canada to a maximum amount equal to two and one-half percent (2.5%) of the aggregate Billing Fees paid or payable, in each case, for the preceding calendar year, as measured in November of such preceding calendar year, provided that such Billing Fee adjustment is applicable to all third parties under contract with the Company for the provision of services similar to the Billing Services;

"**Corrective Costs**" means the reasonable, incremental third-party costs incurred by the Company, acting reasonably, to investigate, correct or otherwise address breaches or possible breaches by the Biller of any of its covenants, obligations, representations or warranties in Section 2.6 or Section 7.1; and such costs may include the cost of outside legal advice, auditors, consultants and investigators engaged by the Company to investigate or follow-up on such breaches; for certainty, such third-party costs shall not be considered 'incremental' if they are in regard to the regular and recurring services provided by the Company or by the relevant third-party to the Company in connection with the Open Bill Program;

"**Pre-Payment Amount**" means the Billing Fee pre-payment in the amount of ~~\$2,500~~either: (i) \$2,500 (or the balance thereof remaining from the Pre-Payment Amount, if any, paid under the Prior Agreement), or (ii) if the Biller was a party to any open bill access billing and collection services agreement entered into prior to January 1, 2013, nil. The Pre-Payment Amount is an amount to be paid by the Biller to the Company prior to the initial provision of services by the Company to the Biller under this Agreement in recognition of costs to be incurred by the Company with respect to putting in place the Billing Services. The Company shall set-off the Billing Fee, as invoiced to the Biller from time to time against the Pre-Payment Amount until the Pre-Payment Amount has been reduced to zero. If this Agreement is terminated prior to end of its Term and there remains any unapplied Pre-Payment Amount, then fifty per cent (50%) of such amount may be retained by the Company; and

"~~Scheduled Settlement~~**Biller Percentage**" is, as of January 1, ~~2016, 2018, (ninety-nine and fifty-one hundreds per cent (99.51%))~~, as such percentage may be adjusted at the Company's sole discretion based on the Company's actual bad debt incurred in the prior calendar year, effective as of January 1 in each calendar year (written notification of which will be provided by January 31 of the calendar year in which it is applicable); provided that such change is

applicable to all third parties under contract with the Company for the provision of services similar to the Billing Services; and provided that in no event shall the ~~Scheduled Settlement~~Biller Percentage be less than 100% minus the sum of: (A) the Company's actual bad debt, expressed as a percentage of the Company's total accounts receivable in the prior calendar year; plus (B) 0.03%.

APPENDIX "C"**SERVICE LEVELS**

<i>1 - Bill Delivery for Service Bills</i>	
Objective	To deliver Service Bills in a timely manner to the Biller's customers.
Definition	<p>Service Bills are to be delivered to Canada Post (at the point of entry into the Canada Post system and at the time of day required by Canada Post as defined by Canada Post) on the same day as printed.</p> <p>Service Bills conveyed electronically ("e-bills") are to be posted to the Company's e-bill service provider's website on the same day they are generated.</p>
Data Capture	The Company will track and report the timely delivery to Canada Post of each cycle (or part thereof) of all bills printed by the Company that include Distribution Charges together with printed Service Bills that do not contain Distribution Charges (collectively the "Total Printed Bills") to Canada Post and the timely posting of e-bills to the Company's e-bill service provider's website each day.
Measurement Interval	Bill delivery statistics (volumes and date/time of day) for Total Printed Bills will be monitored and maintained for all billing cycles daily and aggregated on a monthly basis and assessed annually.
Method of Calculation	<p>Delivery Same Day as Printed:</p> <p>For each billing day, (the aggregate number of Total Printed Bills that are delivered to Canada Post same day as printed + the total number of e-bills that are posted to the Company's e-bill service provider's website for same day delivery), divided by (the aggregate number of Total Printed Bills due to be delivered to Canada Post for each billing cycle + the total number of e-bills due to be posted to the Company's e-bill service provider's website), times 100.</p> <p>Delivery Next Business Day:</p> <p>For each billing day, (the aggregate number of Total Printed Bills that are delivered to Canada Post same day as printed + the total number of e-bills that are posted to the Company's e-bill service provider's website for same day delivery + the aggregate number of Total Printed Bills that are delivered to Canada Post by next Business Day + the total number of e-bills posted to the Company's e-bill service provider's website by next Business Day) divided by (the aggregate number of Total Printed Bills due to be delivered to Canada Post for each billing cycle + the total number of e-bills due to be posted to the Company's e-bill service provider's website), times 100.</p>
Reporting Period	Monthly and annual reporting
Service Level	<p>95% of Total Printed Bills delivered to Canada Post and 95% of e-bills posted to the Company's e-bill service provider's website for same day as printed and delivery, with 100% being delivered by next Business Day.</p> <p>This must occur 98% of the time for the total annual number of billing cycle days.</p>

2 - Bill Messages for Service Bills	
Objective	To make certain that there are no incorrect bill messages included on the Service Bills.
Definition	An incorrect bill message is any bill message printed on the Service Bill that was delivered to the Customer and not scheduled to appear on the Service Bill or a bill message that was scheduled to appear on the Service Bill that was not printed on the Service Bill.
Data Capture	The Company will track the number of infractions that occur on the Service Bills by physically reviewing a representative sampling of completed mailings and posted e-bills each billing cycle day.
Measurement Interval	Reviewed daily and measured monthly at the end of each Billing Period.
Method of Calculation	The total number of mailing envelope message infractions divided by the total number of mailing envelopes mailed, times 100%
Reporting Period	Monthly
Service Level	Zero infractions 98% of the time.

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3 – Billing Exceptions Processing	
Objective	To make certain that all billing exceptions are completed in a timely manner.
Definition	A billing exception is a condition that causes the Service Bill to not be issued for delivery to the Customer as per the Company's meter reading and billing schedule.
Data Capture	The Company will track and report all billing exceptions.
Measurement Interval	All billing exceptions will be identified and measured to determine if they have been resolved on or before the Customer's next regularly scheduled billing cycle day.
Method of Calculation	The total number of billing exceptions that are completed on or before the Customer's next regularly scheduled billing cycle day, divided by the total number of billing exceptions to be completed on or before the Customer's next regularly scheduled billing cycle day, times 100.
Reporting Period	Monthly.
Service Level	Fix 95% of billing exceptions before the Customers' next regular Service Bill is issued for delivery to the Customer as per the Company's meter reading and billing schedule.

APPENDIX "D"

FINANCIAL ASSURANCES

PART 1 - FINANCIAL ASSURANCES

Pursuant to Section 9.1 of the Agreement, but subject to the following paragraph, [the Biller][the Guarantor] will be required to post and maintain, at all times during the Term and Termination Transition (if applicable) and for a period of six (6) Billing Periods thereafter, (please check appropriate box below):

INITIA	<div style="background-color: #cccccc; padding: 2px;">[[a parental guarantee, substantially on the terms attached hereto¹]]</div> <div style="padding: 2px;">an irrevocable Letter of Credit, substantially on the terms attached hereto</div> <div style="padding: 2px;">a cash equivalent, satisfactory to the Company</div>
for an amount which is not less than the following: \$●.	

Notwithstanding the following paragraph, the requirement to provide Financial Assurances set out in Section 9.1 of the Agreement shall not apply to any Biller if: (A) during any Billing Period, the total number of Service Bills for which the Company provided Billing Services in the six completed Billing Periods prior to, but not including, such Billing Period, was less than seven thousand two hundred (7,200); and (B) such Biller has provided to the Company a notice pursuant to Section 4.7.2 of the Agreement to set-off payment of the Fee Invoice against payment to the Biller of the SettlementPayment Amount as contemplated therein.

Subject to the preceding paragraph, the requirement to provide Financial Assurances set out in Section 9.1 of the Agreement shall not apply to any Biller if, at the time of execution of this Agreement: (A) the Biller anticipates that the number of Service Bills for which the Company will provide Billing Services during the first twelve (12) Billing Periods of this Agreement will not exceed fourteen thousand four hundred (14,400), and (B) such Biller has provided to the Company a notice pursuant to Section 4.7.2 of the Agreement to set-off payment of the Fee Invoice against payment to the Biller of the SettlementPayment Amount as contemplated therein.

PART 2 - REALIZATION ON FINANCIAL ASSURANCES

In addition to any other rights in respect thereof set out in the Agreement, the Company shall be able to liquidate or exercise all or any part of any Financial Assurances then held by or for the benefit of the Company free from any claim of set-off or otherwise or right of any nature whatsoever of the Biller:

- (a) in respect of any obligation of the Biller to pay any amount to the Company, and which obligation has become an Event of Default of the Biller;

¹ NTD: The reference to parental guarantee may be inserted if the Guarantor has been approved by the Company pursuant to the Open Bill Manual

- (b) in respect of any claim for indemnity made by the Company pursuant to Section 7.3.1 and in respect of which the Biller does not dispute the claim or the claim is the subject of a final and binding arbitration decision made pursuant to Section 7.7 or by a court of competent jurisdiction; or
- (c) in respect of any cost or expense incurred by the Company as a result of the Biller's failure to fulfill or comply with any of its obligations pursuant to this Agreement.

PART 3 - ADJUSTMENT OF FINANCIAL ASSURANCES

- (a) The amount and type of the Financial Assurances may be adjusted from time to time in accordance with the provisions of Article IX, Section ~~8.7.28.8.2~~(c), this Appendix "D" and Appendix I – 'Financial Assurances' of the Open Bill Manual.
- (b) Without in any way limiting the foregoing, if, at any time during the Term: (A) the Company has reasonable grounds to believe that the Biller's (or the Guarantor's) creditworthiness or the Biller's performance under this Agreement has or may become unsatisfactory; (B) there is a material adverse change in market conditions; (C) there occurs a change in OEB policies or requirements; or (D) for any other reason set out in this Appendix "D", the Company may provide the Biller with notice requiring the Biller to post additional or increased Financial Assurances in a form, amount and for a duration identified by the Company in a commercially reasonable manner and agreed upon with the Biller. Upon receipt of a notice pursuant to this subsection, the Company and the Biller shall have the period of days specified in the notice (which shall be no less than fifteen (15) Business Days) to settle and agree upon the form, amount and duration of such additional or increased Financial Assurances.
- (c) As contemplated in Section ~~8.7.28.8.2~~(c), in connection with the expiration or termination of this Agreement for any reason, the Company may, in its sole discretion, provide the Biller with notice requiring the Biller to post new, additional or increased Financial Assurances for the duration of the Run-Off Period in a form and amount determined by the Company and which amount is based on the Company's reasonable expectation of the amounts which the Company may determine to pay out as a result of any Customer Billing Disputes arising during the Run-Off Period (and provided that the Company shall only be entitled to require the Biller to post and maintain Run-Off Financial Assurances of 5% of the Biller's annual billed amounts during the most recent 12 month period, to a maximum amount of \$5 million), and the Biller acknowledges and agrees to accept such amount as determined by the Company, acting reasonably. Upon receipt of a notice pursuant to this subsection, the Biller shall have the period of days specified in the notice (which shall be no less than fifteen (15) Business Days) to provide the Financial Assurances set out in such notice.
- (d) If the new, additional or increased Financial Assurances contemplated in this Appendix are:
 - (i) not agreed upon, or

(ii) not provided to the Company,

within the specified period, the Biller shall thereupon be deemed to be in default under this Agreement and the Company shall, in addition to any of its other rights hereunder, thereafter have the option to terminate this Agreement in accordance with the terms hereof.

APPENDIX "E"

ANNUAL FORECAST – ~~2016/2017~~2018/2019

The form to be used to prepare an Annual Forecast pursuant to Section 2.5.1 for those periods, if any, to which a required Annual Forecast applies is set out below.

Billers' 12 month forecast for Service Bills.

	<hr/>					
	Year					
	2016 <u>2018</u>					
Service	January	February	March	April	May	June
Number of Service Bills						
Service	July	August	September	October	November	December
Number of Service Bills						
	<hr/>					
	Year					
	2017 <u>2019</u>					
Service	January	February	March	April	May	June
Number of Service Bills						
Service	July	August	September	October	November	December
Number of Service Bills						

Annual Forecast:

APPENDIX "F"

BILLER'S INTELLECTUAL PROPERTY

See attached Trademark License Agreement.

APPENDIX "G"

STANDARD TRANSITION PLAN

Definitions

For the purposes of this Standard Transition Plan the following terms shall have the meanings set out below.

"Notice Date" means the date on which Company provides Biller notice that services under this Agreement will be terminated.

"Final Billing Date" means either:

- (i) in the case of a Biller for which the Company provides Billing Services with respect to less than an average of 5,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the earlier of (a) the Notice Date plus sixty (60) calendar days, and (b) the end of the next complete Billing Period after the Notice Date; or
- (ii) in the case of a Biller for which the Company provides Billing Services with respect to an average of 5,000 or more but less than 250,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the earlier of (a) the Notice Date plus ninety (90) calendar days, and (b) the end of the second complete Billing Period after the Notice Date; or
- (iii) in the case of a Biller for which the Company provides Billing Services with respect to an average of 250,000 or more but less than 500,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the earlier of (a) the Notice Date plus one hundred and twenty (120) calendar days, and (b) the end of the third complete Billing Period after the Notice Date; or
- (iv) in the case of a Biller for which the Company provides Billing Services with respect to an average of 500,000 or more but less than 750,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the Notice Date plus one hundred and eighty (180) calendar days; or
- (v) in the case of a Biller for which the Company provides Billing Services with respect to 750,000 or more Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the Notice Date plus three hundred and sixty-five (365) calendar days.

"Final Invoice Date" means the Final Billing Date plus 6 Cycle Days.

Assumptions

- Biller will not require services from Company to migrate their billing data to Biller or to a third party service provider. Should this not be the case Company will respond to any request for the provision of such data on or before [Notice Date + 30 calendar days].

Customer Related Transition Actions to be completed on or before the following dates:

- **Biller's Actions:**
 - On [Notice Date] - No further Customers will be accepted for billing service enrollment as of this date.
 - By [Final Billing Date + 30 calendar days] - Update call centre scripts to communicate that charges will no longer appear on the Service Bill.
 - No later than [15 calendar days prior to the Final Billing Date] – Biller will send a written notice to all Customers to communicate that their charges will no longer appear on the Service Bill after [Final Billing Date].
 - By [Notice Date + 7 calendar days] - If required, Biller will extend their Financial Assurances until at least [Final Billing Date + 6 Billing Periods].
 - By [Final Invoice Date + 30 calendar days] – Payment of all Billing Fees together with actual costs incurred by Company in respect of termination services on a time and materials basis (including applicable Taxes thereon) without mark-up.
- **Company's Actions:**
 - Until [Final Billing Date] - Continue to provide Billing Services for valid charges that were provided before [Notice date].
 - By [Notice date + 7 calendar days] - Update call centre scripts for Biller related calls to communicate that these charges will no longer appear on the Service Bill after [Final Billing Date] and may notify Customers advising them that charges will no longer appear on the Service Bill after [Final Billing Date] .
 - By [Final Invoice Date] – Complete invoicing to Biller for all Billing Fees together with actual costs incurred by Company in respect of termination services on a time and materials basis (including applicable Taxes thereon) without mark-up.
 - Throughout the Transition Period - In the event Biller does not fulfill its obligations under this transition plan, Company reserves the right to take such actions, as required, in order to finalize the transition.

Open Bill Operations Transition Actions to be completed on or before the following dates:

- **Company's Actions:**
 - On [Final Billing Date] - Remove Biller's security access to their SFTP Input folder.
 - Until [Final Billing Date + 21 calendar days] – Daily net remittances to Biller continue.
 - Until [Final Billing Date] - Reporting continues as required by the Agreement. Biller's access to Company's SFTP Server will be discontinued at the end of this period.
 - On [Final Billing Date + 1 calendar day] - Revise all of Company's Biller lists to show that Biller's charges will no longer appear on the Service Bill.
 - On [Final Billing Date] - For all remaining rate ready charges, submit rate ready delete transactions for remaining Customers.
 - As determinable – Advise Biller regarding transition costs to be passed on to Biller.

APPENDIX "H"

FORM OF REQUIRED POSTPONEMENT
AND SUBORDINATION AGREEMENT

CONSENT AND CONFIRMATION

RE: Amended and Restated Open Bill Access Billing and Collection Services Agreement between [name of the Biller] (the "Biller") and Enbridge Gas Distribution Inc. ("Enbridge") dated as of [relevant date], 20<*> (the "Open Bill Agreement")

WHEREAS:

- (A) pursuant to Article 10 of the Open Bill Agreement, the Biller has agreed with Enbridge, among other things, not to disclose any information regarding the Open Bill Agreement to certain third parties;
- (B) pursuant to Section 11.7 of the Open Bill Agreement, the Biller may not assign its rights under the Open Bill Agreement without the prior written consent of Enbridge;
- (C) in consideration of Enbridge paying the Biller amounts equal to the Payment Amount (as defined in the Open Bill Agreement) from time to time, the Biller shall absolutely, unconditionally and irrevocably transfer, assign and convey to Enbridge in accordance with the Open Bill Agreement, Receivables Entitlements (as defined in the Open Bill Agreement) of the Biller relating to Biller Receivables (as defined in the Open Bill Agreement), whether now existing or hereafter created, billed during the term of the Open Bill Agreement;
- (D) Enbridge has been advised that the Biller has entered into one or more security agreements (collectively, the "Security Agreements") in favour of [name of Priority Lien Holder] (the "Secured Party") and that pursuant to the Security Agreements the Biller has granted a security interest to the Secured Party over certain of its assets (the "Secured Party Collateral") which Secured Party Collateral includes the Payment Amount payable from time to time by Enbridge to the Biller under the Open Bill Agreement; and
- (E) under the Open Bill Agreement, the Biller is required to make certain representations, warranties and covenants regarding its rights to its Receivables Entitlements, which representations and warranties are affected by the Security Agreements;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Secured Party hereby consents to the Biller entering into the Open Bill Agreement, and Enbridge hereby consents to the disclosure of the Open Bill Agreement by the Biller to the Secured Party.
2. Each of the Biller and the Secured Party hereby acknowledges and agrees that:
 - (a) the rights and remedies of the Secured Party under the Security Agreements and as secured creditor in respect of any and all security interests in favour of the Secured Party in or over any Receivables Entitlements relating to Biller Receivables of the Biller billed during the term of the Open Bill Agreement shall be limited to the right to collect or receive in accordance with this Consent and Confirmation the Payment Amounts from time to time payable to the Biller under the Open Bill Agreement in respect of Receivables Entitlements of the Biller purchased by Enbridge in accordance with the Open Bill Agreement and, for certainty, shall not include any right to realize upon or to collect all or any portion of any Receivables Entitlements relating to Biller Receivables of the Biller billed during the Term (as defined in the Open Bill Agreement); and
 - (b) the Secured Party Collateral does not, and shall not at any time, include or extend to any Receivables Entitlements of the Biller purchased by Enbridge in accordance with the Open Bill Agreement and any and all security interests in favour of the Secured Party in or over any such Receivables Entitlements of the Biller shall be automatically discharged, released and terminated in full immediately upon the transfer, assignment and conveyance to Enbridge of the Receivables Entitlements in accordance with the Open Bill Agreement, without any requirement for any further action, or for the execution and delivery of any document, agreement or other instrument by the Secured Party or any other Person but without prejudice to the Secured Party's obligations under Section 14 of this Consent and Confirmation.
3. Enbridge hereby confirms that it has been notified by the Biller and the Secured Party that, under the Security Agreements, the Biller has granted to the Secured Party a security interest in the Receivables Entitlements relating to Biller Receivables of the Biller, subject to the acknowledgements and agreements of each of the Biller and the Secured Party set out in Section 2 of this Consent and Confirmation. Enbridge also acknowledges that the Secured Party has a security interest in each Payment Amount from time to time payable to the Biller under the Open Bill Agreement, and agrees in favour of the Secured Party that it will cause each such Payment Amount to be dealt with in accordance with the provisions of this Consent and Confirmation, but without prejudice to its rights to set-off against any Payment Amount from time to time payable to the Biller under the Open Bill Agreement any amount owing or payable by the Biller to Enbridge under the Open Bill Agreement.
4. Subject to the acknowledgements and agreements of each of the Biller and the Secured Party set out in Section 2 of this Consent and Confirmation, Enbridge hereby consents to the granting by the Biller to the Secured Party of a security interest in and to each Payment Amount, and its rights under the Open Bill Agreement, and irrevocably agrees:
 - (a) that within 15 business days of its receipt of an executed copy of a notice in the form attached hereto as Schedule "A" (the "Redirection Notice"), it will cause all future

Payment Amount payments described in the Redirection Notice that would otherwise be payable to the Biller under the Open Bill Agreement to be made to the party and account specified in the Redirection Notice, but without prejudice to its rights to set-off against any Payment Amount from time to time payable to the Biller under the Open Bill Agreement any amount owing or payable by the Biller to Enbridge under the Open Bill Agreement;

- (b) that following receipt by Enbridge of an executed copy of a notice in the form attached hereto as Schedule "B" (the "**Assumption Notice**"), it will permit the Secured Party or such third party as may be appointed therein by the Secured Party (provided that such third party is acceptable to Enbridge, acting reasonably), to enjoy all of the Biller's rights and to assume all of the Biller's obligations thereafter arising under the Open Bill Agreement, as specified in the Assumption Notice, and from and after its receipt of the Assumption Notice, to pay directly to the Secured Party or as it may further direct, any and all amounts thereafter from time to time payable by Enbridge to the Biller under the Open Bill Agreement, but without prejudice to its rights to set-off against such amounts any amount owing or payable (whether before, on or after receipt by Enbridge of any Assumption Notice) by the Biller or the Secured Party or such third party to Enbridge under the Open Bill Agreement; provided that neither the Secured Party nor such third party (if any) shall be liable (except by virtue of the exercise by Enbridge of its above-referenced rights of set-off) for the indemnification obligations of the Biller under section 7.3.1 of the Open Bill Agreement except and to the extent the subject matter of the indemnification consists of a representation and warranty, failure to perform, failure to comply or material breach that, in each case, was made or committed by the Secured Party itself or such third party (if any) itself; and provided further that the Secured Party and the third party (if any) will execute and deliver such other documentation as Enbridge may require, acting in a commercially reasonable manner (i) to grant to Enbridge a royalty-free non-exclusive license to use the name of the Secured Party and the third party (if any) to the extent necessary to permit Enbridge to perform Billing Services (as defined in the Open Bill Agreement) and its other obligations under the Open Bill Agreement during the period that the assumption effected by the Assumption Notice remains in effect, and (ii) to implement and give effect to the assignment to, and assumption by, the Secured Party or such third party of the Biller's rights and obligations arising under the Open Bill Agreement in accordance with this Consent and Confirmation;
- (c) that Enbridge will recognize an executed copy of a notice in the form attached hereto as Schedule "C" (the "**Termination Notice**") as effective for the purposes of section 8.6(a) of the Open Bill Agreement provided that the termination date specified in it coincides with the expiry of the Term or Renewal Term (as defined in the Open Bill Agreement), and the provisions of sections 8.8, 8.9 and 8.10 of the Open Bill Agreement will apply; and
- (d) that Enbridge will provide to the Secured Party prompt written notice if and whenever Enbridge applies any proceeds from the letter of credit provided to it at the Biller's request to the satisfaction of any obligations of the Biller owing to Enbridge.

5. For certainty, the Biller hereby confirms to Enbridge and agrees with Enbridge that any payments made by Enbridge to the Secured Party (or as the Secured Party may otherwise direct) in respect of the Payment Amount or any other amounts owing or payable under the Open Bill Agreement shall represent full satisfaction of such amounts and no further payments shall be payable to the Biller in respect of such amounts.
6. The Biller hereby irrevocably directs Enbridge to comply with any Redirection Notice, Assumption Notice or Termination Notice received from the Secured Party, and to provide to the Secured Party the notice contemplated in paragraph 4(d), and irrevocably releases Enbridge from all liability to the Biller for so doing.
7. This Consent and Confirmation shall enure to the benefit of and be binding upon each of the parties hereto and each of their respective successors and permitted assigns.
8. Each of the Biller and Enbridge agrees that the Secured Party shall not be bound by any amendment to, modification of or waiver under the Open Bill Agreement that has not been consented to in writing by the Secured Party.
9. Each of the parties hereto agrees that any notices, directions or documents required to be delivered by one party to another under this Consent and Confirmation shall be delivered in accordance with Section 11.1 of the Open Bill Agreement. Notices, directions or documents shall be delivered, in the case of the Secured Party, to it at:
- <*>
<*>
<*>
- Attention: <*>
Email: <*>
10. The Biller agrees to pay or reimburse Enbridge for all direct, out of pocket costs and expenses incurred in connection with this Consent and Confirmation, any notices received in connection therewith and the administration of this Consent and Confirmation and the rights of the various parties hereunder.
11. Enbridge shall not be required to make any determination or decision with respect to the validity of any notice given to it under this Consent and Confirmation and shall be protected in acting and relying upon any document purporting to be delivered pursuant to and in compliance with this Consent and Confirmation as to its due execution and the validity and effectiveness of its provisions and as to the truth and acceptability of any information therein contained which Enbridge in good faith believes to be genuine, provided Enbridge is acting in accordance with the provisions hereof.
12. Enbridge shall have no duty or obligation to look beyond the terms of this Consent and Confirmation and the Open Bill Agreement and shall have no duties or responsibilities to the Secured Party except as expressly provided in this Consent and Confirmation and shall not have any liability or responsibility arising under any other agreement to which Enbridge is not a party.

13. The rights and entitlements of the Secured Party under this Consent and Confirmation will not be assigned without the prior written consent of Enbridge, which consent shall not be unreasonably withheld or delayed. The rights and obligations of the Biller are not assignable without the prior written consent of each of Enbridge and the Secured Party. The rights, entitlements, duties and obligations of Enbridge under this Consent and Confirmation may, upon notice by Enbridge to the Secured Party, be assigned by Enbridge to any Affiliate (as defined in the Open Bill Agreement) or successor in either case approved by the OEB (as defined in the Open Bill Agreement) in connection with any assignment by Enbridge of the Open Bill Agreement or all of its rights, entitlements, duties and obligations under the Open Bill Agreement to any such Affiliate or successor.
14. Each Party shall from time to time execute such further documents and take such further steps as any other Party may from time to time reasonably require to implement more fully the intent of this Consent and Confirmation.
15. This Consent and Confirmation shall terminate on the termination of the Open Bill Agreement.
16. This Consent and Confirmation shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

17. This Consent and Confirmation may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Counterparts may be executed and delivered in original, facsimile or portable document format (pdf) form to the other parties hereto and the parties hereto agree to accept any such executed counterparts as original signed versions of this Consent and Confirmation.

DATED the <> day of <>, 20<>.

[NAME OF PRIORITY LIEN HOLDER]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ENBRIDGE GAS DISTRIBUTION INC.

By: _____

Name: _____

Title: _____

[NAME OF THE BILLER]

By: _____

Name: _____

Title: _____

SCHEDULE "A"

REDIRECTION NOTICE

TO: Enbridge Gas Distribution Inc. ("Enbridge")

RE: Amended and Restated Open Bill Access Billing and Collection Services Agreement between [name of the Biller] (the "Biller") and Enbridge Gas Distribution Inc. ("Enbridge") dated as of [relevant date] (the "Open Bill Agreement")

AND RE: Consent and Confirmation between [name of Priority Lien Holder] (the "Secured Party"), Enbridge and the Biller dated as of [relevant date] (the "Consent")

The Secured Party hereby directs you, until you receive further direction from the Secured Party, to make to the party and account set out in Appendix 1 all future payments (including, for avoidance of doubt, any related Payment Amount from time to time) that would otherwise be payable to the Biller under the Open Bill Agreement arising in connection with the Biller Receivables described in Appendix 2.

DATED the _____ day of _____, 20__.

[NAME OF PRIORITY LIEN HOLDER]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Appendix 1

[set out bank account info and name of party that owns it]

[Appendix 2](#)

[\[insert list or other description of the Biller-related accounts from which proceeds are to be redirected\]](#)

SCHEDULE "B"

ASSUMPTION NOTICE

TO: Enbridge Gas Distribution Inc. ("**Enbridge**")

RE: Amended and Restated Open Bill Access Billing and Collection Services Agreement between [name of the Biller] (the "**Biller**") and Enbridge Gas Distribution Inc. ("**Enbridge**") dated as of [relevant date] (the "**Open Bill Agreement**")

AND RE: Consent and Confirmation between [name of Priority Lien Holder] (the "**Secured Party**"), Enbridge and the Biller dated as of [relevant date] (the "**Consent**")

In accordance with and subject to the provisions in the Consent, [the Secured Party hereby assumes [or appoints Name of Third Party to assume]] all of the obligations and liabilities of the Biller arising after the date hereof under or in connection with the Open Bill Agreement, and without limiting any of the foregoing, [the Secured Party [or Name of Third Party]], as a principal obligant and not as a surety, hereby expressly confirms and adopts as its own and covenants and agrees to and in favour of Enbridge to keep, observe and perform all covenants, obligations, terms, conditions, representations and warranties of the Biller to and in favour of Enbridge contained in the Open Bill Agreement and arising from and after the date hereof, and acknowledges and agrees that to such extent it shall be bound in all respects and with the same effect as if it were a party to the Open Bill Agreement in the place and stead of the Biller, save and except that in place of any licence to use intellectual property of the Biller, Enbridge shall have a royalty-free non-exclusive license to use the name of the Secured Party and the third party (if any) to the extent necessary to permit Enbridge to perform Billing Services (as defined in the Open Bill Agreement) and its other obligations under the Open Bill Agreement during the period that the assumption effected by this Assumption Notice remains in effect. Enbridge is directed to make to [the Secured Party [or Name of Third Party]] or as it may further direct any payments from time to time otherwise due and payable to the Biller under the Open Bill Agreement.

DATED the _____ day of _____, 20__.

[NAME OF PRIORITY LIEN HOLDER]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[NAME OF THIRD PARTY, IF ANY]

By: _____

Name: _____

Title: _____

Schedule "C"

TERMINATION NOTICE

TO: Enbridge Gas Distribution Inc. ("Enbridge")

RE: Amended and Restated Open Bill Access Billing and Collection Services Agreement between [name of the Biller] (the "Biller") and Enbridge Gas Distribution Inc. ("Enbridge") dated as of [relevant date] (the "Open Bill Agreement")

AND RE: Consent and Confirmation between [name of Priority Lien Holder] (the "Secured Party"), Enbridge and the Biller dated as of [relevant date] (the "Consent")

In accordance with the above Consent, the Secured Party provides this Termination Notice and specifies the date of termination of the Open Bill Agreement to be _____, 20____, the date of expiry of the Term, or current Renewal Term (as each such term is defined in the Open Bill Agreement). Sections 8.8, 8.9 and 8.10 of the Open Bill Agreement shall apply in respect of the termination of the Open Bill Agreement pursuant to this Termination Notice.

DATED the _____ day of _____, 20____.

[NAME OF PRIORITY LIEN HOLDER]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Document comparison by Workshare 9.5 on October 11, 2018 10:06:25 AM

Input:	
Document 1 ID	interwovenSite://NDCDMS01.LAW.FIRM/NATDOCS/34392711/1
Description	#34392711v1<NATDOCS> - OBA Agreement - original 2016 Template
Document 2 ID	interwovenSite://NDCDMS01.LAW.FIRM/NATDOCS/34392711/9
Description	#34392711v9<NATDOCS> - OBA Agreement - revised Template (post-Trust) - September 30, 2018
Rendering set	Dentons Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	461
Deletions	264
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	731

Draft: September 30, 2018

ENBRIDGE GAS DISTRIBUTION INC.

- and -

[OPEN BILL PARTICIPANT]

AMENDED AND RESTATED
OPEN BILL ACCESS
BILLING AND COLLECTION SERVICES AGREEMENT

ver. 5.0

**AMENDED AND RESTATED
OPEN BILL ACCESS
BILLING AND COLLECTION SERVICES AGREEMENT**

THIS AGREEMENT is made as of the 1st day of January 2019, with effect as of the Effective Date

B E T W E E N :

ENBRIDGE GAS DISTRIBUTION INC.,
an Ontario corporation

(the "**Company**")

- and -

•,
a • [corporation]

(the "**Biller**")

BACKGROUND:

- A. The Biller is engaged in the business of providing the Customer Services to the Customers.
- B. Each Customer has entered into a Customer Services Agreement whereby such Customer has agreed, among other things, (1) to pay certain stipulated amounts in respect of the Customer Services provided to such Customer under the Customer Services Agreement; and (2) to allow the Biller to share information regarding such Customer with the Company.
- C. The Biller desires to engage the Company to provide the Billing Services, including the billing and collecting of amounts payable by each Customer pursuant to the Customer Services Agreements.
- D. The Customer Services are in compliance with the requirements set out in the Open Bill Manual and therefore the Company has agreed to provide the Billing Services to the Biller.
- E. The Biller and the Company are party to an Open Bill Access Billing and Collection Services Agreement made and effective as of <> (the "**Prior Agreement**"), and wish to amend and restate the terms thereof as contemplated and provided herein, effective as of the date specified in Section 11.9.
- F. Prior to the Effective Date, the parties' relationship was also governed by the Trust Agreement, and the parties (together with all other current billers) have determined to manage their relationship and operate outside of the mechanics imposed by the Trust Agreement.
- G. The Effective Date reflects the date on which the mechanics imposed by the Trust Agreement are no longer operational, as contemplated pursuant to the terms of the Trust Agreement.

NOW THEREFORE IN CONSIDERATION of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I – INTERPRETATION

1.1 Definitions

In this Agreement, in addition to any terms defined elsewhere in this Agreement, the following terms shall have the respective meaning attributed to them below:

"Actual Billed Amount" means the aggregate amount actually billed on a Service Bill by the Company to Customers in respect of (a) Customer Services provided to the Customers, or (b) Customer Directed Payments, plus applicable Taxes thereon, as specified in the Service Bill rendered on the relevant Business Day, provided however, for certainty, in no event will an amount specified on a Service Bill that is a re-issuance of a previously billed Actual Billed Amount (for example, the re-issuance to a Customer of a Service Bill for Customer Services following a reversal of a previously issued Service Bill for those same Customer Services and, for further example, the issuance of a Service Bill to a Customer that is about to be "red-locked" by the Company for purposes of aggregating amounts that were specified on previously issued Service Bills for the same Customer Services but for which payment had not been made by the Customer) constitute an Actual Billed Amount for purposes hereof, provided, further, that if and to the extent any amount that does not constitute an Actual Billed Amount by virtue of the foregoing proviso is included as a Deemed Proceed hereunder and some or all of such amount is subsequently billed on a Service Bill, the amount on such subsequent Service Bill shall constitute an Actual Billed Amount notwithstanding the foregoing proviso;

"Adjusted Settlement" has the meaning given to such term in Section 4.4;

"Affiliate" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by such person or is under common control of a third person; and "control" of a Person is deemed to occur when another Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise;

"Agreement", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement, the Appendices attached hereto and any other documents attached hereto or incorporated herein by reference, each as amended from time to time in accordance with this Agreement, and do not refer to any particular article, section, paragraph or other portion hereof;

"Annual Forecast" has the meaning given to such term in Section 2.5;

"Applicable Laws" means any and all applicable federal, provincial and municipal laws, statutes, by-laws, rules, regulations, orders and ordinances together with all codes, guidelines, policies, notices, directions, directives and standards of any Governmental Authority which are legally binding, affecting the obligations of either of the Parties under this Agreement, from time to time;

"Arbitration Notice" has the meaning given to such term in Section 7.7.4;

"**At-Issue Amount**" has the meaning given to such term in Section 7.6(c)(iii);

"**At-Issue Receivable**" has the meaning given to such term in Section 7.6(c)(iii);

"**Biller Insurance Policies**" has the meaning given to such term in Section 9.4.1;

"**Biller Percentage**" has the meaning given to such term in Appendix "B";

"**Biller Receivable**" means all payment obligations of a Customer to the Biller, arising on or after the Effective Date which obligations have been billed during the Term in a Service Bill to such Customer;

"**Biller Records**" has the meaning given to such term in Section 4.10;

"**Billing Date**" means the Business Day on which a Services Bill is rendered, and the Billing Date for a particular Biller Receivable is the calendar day set out on the relevant Service Bill;

"**Billing Fee**" has the meaning given to such term in Appendix "B";

"**Billing Fee Adjustment**" has the meaning given to such term in Appendix "B";

"**Billing Period**" in respect of a Customer means each consecutive period of approximately one month established by the Company for such Customer in accordance with the Company's customary billing procedures;

"**Billing Services**" means, collectively, the billing and collection services and associated customer care activities set out in Appendix "A", as the same may be amended, revised, modified, supplemented or superseded by the Company from time to time in accordance with the terms of this Agreement;

"**Business Continuity Plan**" means one or more logistical plans which have been created and validated by an entity setting out how the relevant entity will recover and restore partially or completely interrupted operational functions within a predetermined time after the occurrence of a disaster or similar disruption, and which plan or plans form part of the entity's risk management practices;

"**Business Day**" means a day other than a Saturday, Sunday or statutory or civic holiday in the Province of Ontario;

"**Company Insurance Policies**" has the meaning given to such term in Section 9.4.2;

"**Company Records**" has the meaning given to such term in Section 4.9;

"**Confidential Information**" means all information concerning the business, operations or assets of a Party which a Party regards as confidential and proprietary and desires to protect from unauthorized disclosure or use, whether orally transmitted or written (including information in machine readable form), that is disclosed or made available by one Party (the "**Owning Party**") to the other (the "**Receiving Party**") in connection with the Purpose, but for certainty, does not include any information:

- (a) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, other than by the breach of this Agreement;

- (b) that, prior to disclosure by the Owning Party, was already in the lawful possession of the Receiving Party without any obligation of confidentiality, as evidenced by written records kept by the Receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the Receiving Party;
- (c) independently developed by the Receiving Party, by persons having no direct or indirect access to the Owning Party's Confidential Information provided that the Receiving Party shall have the burden of so proving on a reasonable basis; or
- (d) which, subsequent to disclosure, is obtained from a third party: (i) who is lawfully in possession of the Confidential Information; (ii) who is not, to the best of the knowledge and belief of the Receiving Party, in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable with respect to that Confidential Information; and (iii) who does not prohibit the Receiving Party from disclosing the Confidential Information to others;

"Consumer Protection Act" means the *Consumer Protection Act, 2002*, S.O. 2002, c. 30 and the Regulations thereto, and any other Applicable Laws in respect of or applicable to the Customer Services or the delivery or sale thereof by the Biller to Customers, as any of the same may be brought into force, amended or replaced from time to time;

"Corrective Costs" has the meaning given to such term in Appendix "B";

"Customer" means an active customer of the Biller receiving Customer Services at a Service Address, and which customer has not had its gas distribution service terminated for non-payment on more than one previous occasion, and includes any other Person obligated to make payments of amounts owing from time to time in respect of a Biller Receivable of such Customer;

"Customer Billing Dispute" has the meaning given to such term in Section 7.6;

"Customer Data" has the meaning given to such term in Section 3.4(a);

"Customer Directed Payment" means any payment made by a Customer for which the Biller has received written or recorded instructions from such Customer that such payment is in respect of an amount outstanding pursuant to such Customer's Financing Plan with the Biller;

"Customer Services" means any one or more of the products and/or services for which there is a corresponding 'Bill Type Code' in the Open Bill Manual, as the same may be amended in accordance with this Agreement from time to time, provided by the Biller to Customers (either directly or indirectly, as contemplated in Subsection 2.6.2), within the Company's gas distribution franchise area in accordance with the terms of a Customer Services Agreement;

"Customer Services Agreement" means an agreement between a Customer and the Biller with respect to the provision of Customer Services;

"Cycle Day" means a billing cycle day of the Company;

"Deemed Proceeds" means, in the case of a particular Biller Receivable, any amount by which the outstanding balance thereof is either reduced or cancelled by the Biller;

"Dispute Notice" has the meaning given to such term in Section 7.7.2;

"Dispute Resolution Rate" means the rate at which the Biller resolves Customer Billing Disputes, and is calculated as (A) the Number of Customer Billing Disputes in any rolling consecutive twelve (12) month period which have been resolved by the Biller, divided by (B) the Number of Customer Billing Disputes in such twelve (12) month period which have been resolved by the Biller as contemplated in Section 7.6(d) or in respect of which the Company has exercised its rights as contemplated in Section 7.6(e), and then multiplied by (C) 100.

"Distribution Charges" means all charges of the Company in respect of gas, gas distribution services or related items provided by, or on behalf of, the Company to a Customer from time to time;

"Effective Date" means the first day after the Termination Date (as defined in the Trust Agreement);

"Event of Default" has the meaning given to such term in Section 8.7;

"Fee Invoice" has the meaning given to such term in Section 4.6;

"Final Billing Date" has the meaning given to such term in the "Definitions" section of Appendix "G";

"Financial Assurances" has the meaning given to such term in Section 9.1;

"Financing Plan" means an arrangement evidenced by an agreement between the Biller and a Customer pursuant to which the Biller has agreed, *inter alia*, to finance such Customer's acquisition of one or more of the Customer Services and which agreement has been entered into in accordance with, and which complies with, the *Consumer Protection Act*;

"Governmental Authority" means any government, regulatory body or authority, agency, governmental department, board, commission, tribunal, court or other law, rule, or regulation making authority having jurisdiction or control on behalf of Canada or any provincial, regional or local governmental, or other subdivision thereof;

"GST/HST" means the taxes (including goods and services tax and harmonized sales tax) imposed under Part IX of the *Excise Tax Act* (Canada);

"Insurance Policies" has the meaning given to such term in Section 9.4.1;

"Lien" means any mortgage, deed of trust, pledge, hypothecation, hypothec, assignment (whether absolute or by way of security), deposit arrangement, encumbrance, lien (statutory or other), preference, deemed trust, participation interest, security interest, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any conditional sale or other title retention agreement and any financing lease having substantially the same economic effect as any of the foregoing;

"Material Variation" has the meaning given to such term in Section 2.5.2;

"Minimum Credit Rating" for a potential Customer or Customer means a rating of 550 or above based on the BEACON scoring system maintained by Equifax Canada Inc., or a rating of 550 or above based on the Empirica scoring system maintained by TransUnion Canada Inc.;

"Monthly Statement" has the meaning given to such term in Section 4.5;

"Notice" has the meaning given to such term in Section 11.1;

"Number of Customer Accounts" means the total number of Customer accounts in respect of which the Company has provided Billing Services to the Biller during a specified period, determined as the monthly average of the number of Service Bills issued pursuant to the Agreement in such period;

"Number of Customer Billing Disputes" means the total number of Customer Billing Disputes by the Biller's Customers (or by any agent of any of such Customers) during a specified period (based on the Company's record of Customer Billing Disputes logged in its customer information system);

"OEB" means the Ontario Energy Board, or any successor regulatory authority;

"Open Bill Manual" means the manual of rules, technical specifications and requirements, policies and procedures established by the Company and applicable to the Biller and every other Person desiring to avail themselves of any of the Billing Services, and which manual is currently titled "CIS Open Bill Access Biller User Manual", as the same may be amended, revised, modified, supplemented or superseded by the Company from time to time in accordance with the terms of this Agreement;

"Other Billers" has the meaning given to such term in Section 1.8.1;

"Owning Party" has the meaning given to such term in the definition of "Confidential Information" in Section 1.1;

"Party" means the Company or the Biller, and **"Parties"** means both of them;

"Payment Amount" has the meaning given to such term in Section 4.2.1;

"Payment Date" has the meaning given to such term in Section 4.2.1;

"Permitted Liens" means, with respect to the property of a Person, any of the following liens at any particular time:

- (a) liens imposed by law by any Governmental Authority, including Liens or privileges for taxes, rates, levies, assessments or other charges, which are not delinquent at such time or which are being contested in good faith by appropriate action promptly initiated and diligently conducted and for which adequate reserves, in accordance with Canadian generally accepted accounting principles in effect at such time applicable to such Person shall have been set aside on such Person's books; and
- (b) liens (inchoate or otherwise) which individually or in the aggregate are not material and arise or are incurred in such Person's ordinary course of business in respect of obligations which are not overdue;

"Pre-Payment Amount" has the meaning given to such term in Appendix "B";

"Person" includes an individual, sole proprietorship, partnership, unincorporated association or organization, trust and a body corporate;

"Prior Agreement" has the meaning given to such term in the Background to this Agreement;

"Priority Lien Holder" means any Person that (a) at any time on or after the Effective Date may hold, or may be the beneficiary of or otherwise entitled to, any Lien (other than a Permitted Lien) in respect of any present or future Receivables Entitlements ranking in priority to or pari passu with any present or future interests in any such Receivables Entitlements acquired, or to be acquired, by the Company pursuant to this Agreement, and (b) has not executed and delivered to the Company an agreement substantially in the form attached to this Agreement as Appendix "H" or otherwise in form and substance satisfactory to the Company;

"Purpose" has the meaning given to such term in Section 10.1.1;

"Receivables Entitlement" relating to a Biller Receivable means all right, title and interests (but not obligations) of the Biller in and to such Biller Receivable and the Related Security and Deemed Proceeds in respect of such Biller Receivable, including in and to all payments made or value provided in any form in respect of such Biller Receivable and the Related Security and Deemed Proceeds in respect of such Biller Receivable;

"Receiving Party" has the meaning given to such term in the definition of "Confidential Information" in Section 1.1;

"Reconciliation" has the meaning given to such term in Section 4.4;

"Regulatory Approval" means the approval, consent or agreement of a Governmental Authority, to the extent required under Applicable Laws;

"Regulatory Proceedings" has the meaning given to such term in Section 10.2.1;

"Related Security" means, in respect of a Biller Receivable, all contracts, securities, bills, notes, guarantees and other documents now held or owned or which may be hereafter taken, held or owned by the Biller, or anyone acting on its behalf in respect of such Biller Receivable, including all conditional sale agreements, lease agreements and other instruments (negotiable or otherwise) and agreements made or entered into respecting the sale or lease of gas, goods (including water heaters) or merchandise or respecting the rendering of the services in connection with which such Biller Receivable is owing, any renewals thereof, any substitutions therefor, all proceeds thereof, all monies payable thereunder, all rights and claims of the Biller thereunder, in respect thereof or evidenced thereby, all the right, title and interest of the Biller in and to the respective chattels and moveable property in respect of which such instruments or agreements were entered into or given and the benefit of all insurance and claims for insurance effected or held for the protection of the Biller in respect of such chattels and moveable property, together with the records evidencing, recording, or in any way relating to such Biller Receivable and all contracts, securities, bills, notes, agreements and other documents relating to such Biller Receivable;

"**Renewal Term**" has the meaning given to such term in Section 8.2;

"**Representatives**" has the meaning given to such term in Section 10.1.3(a);

"**Required Postponement and Subordination Agreement**" has the meaning given to such term in Section 4.2.5;

"**Resolution Period**" has the meaning given to such term in Section 7.6(d);

"**Retained Confidential Information**" has the meaning given to such term in Section 10.2.1;

"**Run-Off Period**" has the meaning given to such term in Section 8.8.2;

"**Run-Off Financial Assurances**" has the meaning given to such term in Section 8.8.2;

"**Service Address**" means an address located within the Company's franchise area at which the Biller provides Customer Services;

"**Service Bill**" means the bill that is sent to the Customer by the Company each Billing Period which shall include, among other things, the charges for the Customer Services, and, where applicable, Distribution Charges;

"**Service Levels**" means the service levels set forth in Appendix "C";

"**Services Dispute**" has the meaning given to such term in Section 7.7.1;

"**Standard Transition Plan**" means the transition plan set out in Appendix "G";

"**Tax**" or "**Taxes**" means all taxes, assessments, charges, dues, duties, and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority under any Applicable Laws, including, Canadian federal, provincial, territorial, municipal and local, foreign or other income, capital, capital gains, sales, use, consumption, excise, value-added, GST/HST, business, real property, personal property, transfer, franchise, withholding, payroll, or employer health taxes, customs, import, anti-dumping or countervailing duties, Canada Pension Plan contributions, employment insurance premiums, and provincial workers' compensation payments, including any interest, penalties and fines associated therewith, and excluding the Company's income taxes or employment insurance, statutory or other taxes for the benefit of the Company;

"**Term**" has the meaning given to such term in Section 8.1;

"**Termination Transition**" has the meaning given to such term in Section 8.10.1(a);

"**Third Party Open Bill Agreement**" has the meaning given to such term in Section 6.4;

"**Third Party Provider**" has the meaning given to such term in Section 8.10.1(a);

"**Transition Notice Period**" has the meaning given to such term in Section 8.10.1(a);

"**Transition Period**" has the meaning given to such term in Section 8.10.1(a);

"**Transition Plan**" has the meaning given to such term in Section 8.10.1(b); and

"**Trust Agreement**" means the Amended and Restated Proceeds Transfer, Servicing and Trust Agreement entered into among the Company, BNY Trust Company of Canada (assignee of CIBC Mellon Trust Company), the Biller and the other parties set forth on Schedule "F" thereto effective as of February 4, 2010, as the same may be amended, modified or replaced from time to time.

1.2 Rules of Interpretation

In this Agreement the following rules shall apply to the interpretation thereof:

- (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) the words "include", "includes" and "including" and other similar words and expressions shall in all cases be deemed to be followed by the words "without limitation";
- (c) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;
- (d) when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded;
- (e) unless otherwise specifically noted herein, all dollar amounts are expressed in Canadian currency;
- (f) the division of this Agreement into separate Articles, Sections, subsections and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and
- (g) except as otherwise specifically defined or provided for in this Agreement, words or abbreviations which have well known or trade meanings are used in accordance with their recognized meanings.

1.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario. For the purpose of any legal actions or proceedings brought by either Party in respect of this Agreement, each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.

1.4 Entire Agreement

This Agreement and all appendices, exhibits, attachments, and addenda contemplated herein or specifically referred to herein constitute the entire agreement among the Parties pertaining to

all the matters herein, and supersede all prior agreements, understandings, negotiations, discussions and other communications, whether oral or written, of the Parties.

1.5 Severability

If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable or contravene any Applicable Laws, then (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Party or circumstance shall not be affected thereby, and (b) the Parties will negotiate in good faith to amend this Agreement to implement the intentions set forth herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Laws.

1.6 Order of Priority

In the event of any inconsistency between any of the provisions of the main terms and conditions of this Agreement and the Appendices and the Open Bill Manual, the inconsistency will be resolved by reference to the following descending order of priority:

- (a) the terms and conditions of this Agreement (excluding the Appendices); then
- (b) the Appendices; and then
- (c) the Open Bill Manual.

1.7 Ontario Energy Board Act

The Parties acknowledge that this Agreement shall be subject to any rule or order applicable to the Company or the Biller enacted by the OEB pursuant to the *Ontario Energy Board Act*, S.O. 1998, c.15, Schedule B., s.44.

1.8 Application

1.8.1 The Parties acknowledge that this Agreement is one of a series of substantially identical agreements entered into between the Company and others (the "**Other Billers**") relating to the provision of Billing Services, and that it is an underlying principle of the Company that it provide services to those with whom it contracts in a reasonable, fair and consistent manner. Therefore, except as specifically contemplated in Section 8.10.1 and Appendix "D", the Company shall exercise and enforce its rights (including its right to make determinations in its sole or sole and absolute discretion) under this Agreement in a manner which is fair and consistent amongst all the participants in the Company's 'Open Bill Program'.

1.8.2 This Agreement may be amended from time to time (but, in any event, not more often than once in each calendar year) by the Company, after following, and subject to, the process set out below:

- (a) The Company shall forward to the Biller a notice of its desire to amend this Agreement (an "**Amendment Notice**"), together with the particulars of the

amendments proposed (including a black-line of this Agreement, or the relevant sections of this Agreement to be amended, incorporating the proposed amendments), the proposed effective date of the amendments (which shall not, in any event, be sooner than ninety (90) days following delivery of the Amendment Notice) and any explanation of the amendments that the Company considers appropriate.

- (b) If the Biller considers that the proposed amendments involve a material change to this Agreement with which the Biller does not agree, then the Biller shall, within twenty (20) days of delivery of the Amendment Notice, provide a notice to the Company of the Biller's desire to consult with the Company regarding such amendments (a "**Consultation Notice**").
- (c) If the Company does not receive a Consultation Notice from the Biller or a similar consultation notice from any of the Other Billers, then the Company shall provide to the Biller a final revised version of this Agreement, or appropriate amending documentation, incorporating all of the amendments which the Company has proposed. The Biller shall sign and return to the Company such final revised version of this Agreement or such amending documentation by no later than thirty (30) days following the delivery of such final revised version of this Agreement or such amending documentation.
- (d) If the Company receives a Consultation Notice from the Biller or a similar consultation notice from any of the Other Billers, then the Company shall initiate a consultative process by organizing a meeting or series of meetings to which the Biller, and all Other Billers, will be invited to review and discuss the proposed amendments (the "**Consultative Process**"). Such meeting, or series of meetings, shall be held at the Company's offices and shall be commenced within ten (10) days of receipt of the Consultation Notice (or the first similar notice received by the Company from any such Other Billers).
- (e) If the Consultative Process is required to be initiated, the Company and the Biller, together with all Other Billers who participate in such Consultative Process, shall review and discuss the proposed amendments for a period of not less than fifteen (15) days and not more than thirty (30) days (or such longer period to which the Company, in its sole discretion, may agree) (the "**Consultative Period**"), and shall try to settle and agree on the proposed amendments. If agreement is reached on the proposed amendments during the Consultative Period, then the Company shall provide to the Biller a final revised version of this Agreement, or appropriate amending documentation. The Biller shall sign and return to the Company such amending documentation by no later than thirty (30) days following the delivery of such final revised version of this Agreement or such amending documentation.
- (f) If no agreement is reached on the proposed amendments during the Consultative Period, then the Company may, in its sole discretion, forward a revised Amendment Notice in accordance with subsection (a) above. If the Biller still considers that the proposed amendments involve a material change to

this Agreement which the Biller is not prepared to accept, then the Biller shall, within thirty (30) days of delivery of the revised Amendment Notice, provide a notice to the Company of the Biller's objection to such amendments (the "**Objection Notice**"). Such revised Amendment Notice forwarded to the Biller by the Company shall include a clear statement that failure of the Biller to provide an Objection Notice shall be deemed to be an approval of the proposed amendments to this Agreement set out in the revised Amendment Notice.

- (g) Ten (10) days following delivery of the revised Amendment Notice contemplated in subsection (f) above, the Company shall send a reminder notice to the Biller, requesting the Biller to consider the proposed amendments to this Agreement set out in the revised Amendment Notice, and which reminder notice shall include another statement that failure of the Biller to provide an Objection Notice shall be deemed to be an approval of the proposed amendments to this Agreement set out in the revised Amendment Notice.
- (h) Following the expiry of the thirty (30) day period noted in subsection (f) above, the Company shall notify the Biller (and all Other Billers) whether or not the Company has received any objection notices from Other Billers, and whether the number of such objection notices received (including the Objection Notice, if applicable) are from billers which in the aggregate represent (i) nine (9) or fewer of the Aggregate Number of Billers (as adjusted pursuant to subsection (k) below), and (ii) forty per cent (40%) or less of the Aggregate Number of Accounts (the "**Approval Threshold**").
- (i) If the Company receives no such objection notices, or if the objection notices received are from billers which do not exceed the Approval Threshold (i.e. 9 (as adjusted) or fewer and 40% or less), then the changes to this Agreement as set out in the revised Amendment Notice shall be deemed to have been approved by the Biller (and all Other Billers), and the Biller shall sign and return to the Company the amending documentation which accompanied the revised Amendment Notice by no later than fifteen (15) days following the delivery of such notice by the Company.
- (j) If the Company receives objection notices and the objection notices received are from billers which do exceed the Approval Threshold (i.e. more than 9 (as adjusted) or more than 40%), then the changes shall not be effective and this Agreement shall continue in full force and effect unamended by the proposed amendments.
- (k) For these purposes: "**Aggregate Number of Billers**" means the aggregate number of the Other Billers plus the Biller; and "**Aggregate Number of Accounts**" means the aggregate number of customer accounts being serviced for all billers by the Company's 'Open Bill Program', calculated as an aggregate of such customer accounts on a biller by biller basis; in each case, at the time the relevant numbers are being calculated. For certainty, the Aggregate Number of Billers as at September 5, 2013 was 60. In addition, for every increase of ten (10) Other Billers that occurs in the Aggregate Number of Other

Billers above 60, the number of Other Billers comprising the Aggregate Number of Billers set out in subsections (h), (i) and (j) above shall be increased by one (1). By way of example only, if the Aggregate Number of Billers increases to 85, the referenced number shall be 11 instead of 9.

- (l) Notwithstanding any of the foregoing, in no event shall the Company initiate or use the foregoing amendment process to effect an amendment to any of Sections 1.8.1, this 1.8.2 or 8.4 of this Agreement.

ARTICLE II– BASIC AGREEMENT

2.1 Billing Services

The Company shall perform for the benefit of the Biller the Billing Services in accordance with this Agreement and all Applicable Laws.

2.2 Transfer of Receivables Entitlements

In the manner and to the extent provided for herein, the Company hereby agrees to purchase the Biller's Receivables Entitlement from the Biller and to pay to the Biller the Payment Amount in consideration thereof and upon, and subject to, receipt thereof, and on the terms and subject to the conditions contained herein, the Biller hereby agrees to transfer to the Company its Receivables Entitlement for each Business Day.

2.3 No Liabilities to Customers

The Biller acknowledges and agrees that in agreeing to purchase the Receivables Entitlements in the manner contemplated by this Agreement, the Company does not, will not and shall not be deemed to, assume any liabilities or other obligations of the Biller or any other Person to any of the Customers under any Customer Services Agreement.

2.4 Expenses

Except as specifically provided otherwise herein, the Company shall bear and pay all expenses incurred by it in the performance of the Billing Services; provided that the Company shall bear no responsibility for expenses which may be incurred as a direct result of the failure of the Biller to fulfill any of its obligations under this Agreement, and the Company shall incur no costs or expenses as a result of, or in connection with, a Customer Billing Dispute, except in the manner and to the extent specifically provided for herein.

2.5 Forecast of Services

- 2.5.1 Subject to Subsection 2.5.4, the Biller shall provide to the Company, by no later than June 30 and December 31 in each year, a forecast of the number of Service Bills to be sent to the Customers by the Company, on a month-by-month basis, for the next following 12-month period (the "**Annual Forecast**").

2.5.2 The Biller shall notify the Company, as promptly as is reasonable in the circumstances, of any expected or anticipated variance in a particular month (or months) of 20% or more (a "**Material Variation**") from the volumes set out in the then most current Annual Forecast provided to the Company. In the event of a negative Material Variation for a particular month (or months), and notwithstanding any reduced volume of Service Bills distributed by the Company as a result of such negative Material Variation, the Biller shall be liable to pay to the Company, on the terms herein specified, 80% of the charges that would have been payable by it to the Company for the relevant month(s) had such Annual Forecast been accurate, and the volume of Service Bills contemplated by such Annual Forecast been circulated. In the event of a positive Material Variation, the Company shall use commercially reasonable efforts to accommodate such increased volume of Service Bills, provided that such accommodations shall in no manner require, or be interpreted so as to require, the Company to alter or revise its regular billing cycle.

2.5.3 The initial Annual Forecast of the Biller, if applicable, as of the date of execution of this Agreement is set forth on Appendix "E".

2.5.4 The requirement in Section 2.5.1 to provide an Annual Forecast shall not apply to any Biller if the total number of Service Bills for which the Company provided Billing Services in the six completed Billing Periods prior to, but not including, the date referred to in that Section, was less than thirty thousand (30,000). On the execution of this Agreement, a Biller who anticipates that its annual Service Bills in the first year will not exceed sixty thousand (60,000) is not required to prepare an initial Annual Forecast. For certainty, Section 2.5.2 will apply to a Biller only during a period to which a required Annual Forecast applies.

2.6 Obligations of the Biller

2.6.1 General Obligations – In addition to and without limiting any of its obligations set forth elsewhere in this Agreement, the Biller hereby covenants and agrees that it shall:

- (a) comply with all of the obligations and requirements of the Biller set out in this Agreement and the Open Bill Manual, and without limitation provide to the Company billing information for each Customer in accordance with the content, format and timing requirements set forth in the Open Bill Manual;
- (b) comply with the Company name restrictions set forth in Appendix F – 'Company Name Restrictions' of the Open Bill Manual;
- (c) ensure that (i) there is in place at all times a Customer Service Agreement with each Customer to whom the Biller provides any Customer Services or in respect of whom the Biller requests that the Company provide any Billing Services, and (ii) such Customer Service Agreement is, and has been entered into, in compliance with all Applicable Laws, including the *Consumer Protection Act*, and (iii) it delivers a copy of such Customer Service Agreement to the Customer if required by Applicable Laws, including the *Consumer Protection Act*;

- (d) comply with the Company's verification call requirements set forth in Appendix K – 'Verification Calls' of the Open Bill Manual;
- (e) use commercially reasonable efforts to avoid being in default, and to not knowingly remain in default, under any Customer Services Agreement;
- (f) provide to the Company the Financial Assurances, if any, in accordance with Article IX hereof;
- (g) act in compliance with all Applicable Laws;
- (h) comply with its privacy obligations under the *Personal Information Protection and Electronic Documents Act* (Canada), or any similar legislation in effect, and under any and all equivalent and applicable provincial legislation;
- (i) notify each Customer that (i) the charges for Customer Services under the Customer Services Agreements shall appear on the Service Bill, and (ii) the Company shall be receiving payments in respect of such charges in accordance with the terms set forth on the Service Bill and in accordance with Applicable Laws, including amounts owing in respect of Customer Services;
- (j) ensure each Customer is provided current and accurate Biller contact information including: a telephone number and address for service, and an email address and/or internet website address through which Customer queries can be directed, and, ensure that such methods of communication are capable of receiving Customer queries during regular hours on each Business Day, and, promptly respond to all such queries made by Customers;
- (k) perform the Customer Services in accordance with good customer service practices reflected by current market standards; provided that this covenant of the Biller shall not create a separate obligation of the Biller to the Company in respect of the performance of the Customer Services, and where there is a Customer Billing Dispute pursuant to which the Customer has stated that the Biller's breach of this covenant is the subject of all or a part of that Customer Billing Dispute, then the Company may rely on this covenant solely for purposes of Section 7.6;
- (l) use commercially reasonable efforts to facilitate the transactions contemplated by this Agreement, including by supplying the Company with all information and assistance that may be necessary or helpful to the Company in verifying the accuracy of any Customer account information or in correcting any errors; and
- (m) ensure that each Customer has a credit rating at or above the Minimum Credit Rating where: (i) such Customer has a Financing Plan; or (ii) an existing Customer's aggregate charges for Customer Services over any twelve (12) month period (whether or not pursuant to a Financing Plan) on a Service Bill are in excess of one thousand eight hundred dollars (\$1,800.00), unless otherwise agreed by the Company in its sole discretion.

2.6.2 Use of Third Party Servicers – The Biller may, from time to time, determine to outsource or subcontract with third parties (each, a “**Third Party Servicer**”) the delivery or performance of some or all of the Customer Services for which the Company provides Billing Services pursuant to this Agreement. Such outsource or subcontract of Customer Services (being referred to collectively as “**Biller Outsourcing**”) may include, among other things, the purchase by the Biller of account receivables generated by such other parties resulting from the delivery or performance of those Customer Services. Notwithstanding that the Biller is not directly delivering or performing such Customer Services, by accepting the relevant account receivables generated thereby or by requesting that the Company perform Billing Services in respect thereof, the Biller covenants and agrees that:

- (a) it shall ensure that each Third Party Servicer has complied with, and will at all times comply with, all of the obligations of the Biller set out in Subsection 2.6.1, including subsections 2.6.1(a), (c), (d), (e), (g), (j) and (k);
- (b) all contracts or other arrangements entered into between the Biller and each Third Party Servicer in respect of Biller Outsourcing shall (i) include the rights provided to the Company pursuant to Section 4.10; and (ii) require such Third Party Servicer to comply with all provisions of this Agreement to permit the Company to exercise all of its rights and privileges hereunder in the same manner as if the Third Party Servicer were directly obligated to the Company pursuant to this Agreement;
- (c) notwithstanding the Biller’s use of or contracting with any Third Party Servicer, the Biller shall have overall responsibility and accountability to the Company for performing the Customer Services and for ensuring that the terms and conditions of this Agreement applicable thereto, and in respect of the account receivables generated therefrom (and which are the subject of Billing Services provided by the Company hereunder) are complied with in all respects;
- (d) if the Biller is a Third Party Servicer through or with another biller, any actions or conduct of the Biller which result in a breach by that other biller under such other biller’s open bill access billing and collection services agreement shall, in addition to being a breach under such other biller’s open bill access billing and collection services agreement, be and shall be deemed for all purposes of this Agreement to be a breach by the Biller of the Biller’s corresponding obligations in this Agreement; and
- (e) in no event shall the Biller be released from any of its covenants or obligations under this Agreement as a result of its contract or agreement with any Third Party Servicer.

The Biller acknowledges that compliance by the Biller with the foregoing covenants and agreements are fundamental to the Company entering into this Agreement with the Biller, and that a breach of any of the provisions of this Section 2.6.2 by the Biller is an Event of Default of the Biller that could lead to termination of this Agreement in accordance with the terms hereof.

2.7 Obligations of the Company

2.7.1 General Obligations – In addition to and without limiting any of its obligations set forth elsewhere in this Agreement, the Company hereby covenants and agrees that it shall:

- (a) act in compliance with Applicable Laws;
- (b) comply with its privacy obligations under the *Personal Information Protection and Electronic Documents Act* (Canada), or any similar legislation in effect, and under any and all equivalent and applicable provincial legislation;
- (c) perform the Billing Services in accordance with this Agreement;
- (d) pay to the Biller, in accordance with the terms of this Agreement, the Payment Amount; and
- (e) use commercially reasonable efforts to facilitate the transactions contemplated by this Agreement.

2.7.2 Service Levels – In addition to and without limiting any of its obligations set forth elsewhere in this Agreement, the Company shall perform the Billing Services in accordance with the Service Levels. The Company shall report on its performance and the provision of the Billing Services in accordance with the requirements set out in Appendix "C". If the Company fails to perform any of the Billing Services in accordance with an applicable Service Level, as disclosed in any such report, then the Company shall perform an analysis to identify the cause of such failure and shall take reasonable steps to correct such failure and to comply with the relevant Service Level thereafter.

2.7.3 Subcontractors – The Biller acknowledges and agrees that the Company may subcontract the performance of all or a portion of the Billing Services to a third party subcontractor, or subcontractors. Notwithstanding the Company's use of any subcontractor, the Company shall retain responsibility for performing the Billing Services and for carrying out its obligations under this Agreement.

2.8 Business Continuity Plans

The Biller shall have the right, at its own cost and upon reasonable prior notice to the Company during the usual business hours of the Company and, in any event, no more than once per twelve (12) month period during the Term, to review at the Company's premises a copy of the Company's then current Business Continuity Plan relating to the delivery of the Billing Services, provided that: (A) the Biller shall be bound by obligations of confidentiality in respect of such plan(s), and that such plan(s) shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Biller without the prior written consent of the Company; and (B) the Company may redact such part or parts of such Business Continuity Plan as it considers necessary or advisable, in its sole discretion, in order to protect the security or confidentiality thereof. The Company shall thereafter provide to the Biller details of any material change in its then current Business Continuity Plan relating to the delivery of the Billing Services which may occur during the Term. For certainty, the Company shall ensure that every third-party service provider providing a material component of the Billing Services

shall have in place a business continuity plan, and the Company shall so notify the Biller of the existence of each such plan.

ARTICLE III – BILLING

3.1 Timing

Prior to the delivery of any Service Bill to a Customer, the Biller shall provide to the Company billing information for such Customer in accordance with the content, format and timing requirements set forth in the Open Bill Manual. The Company will then render a Service Bill for each Cycle Day in accordance with the Company's regular Cycle Day billing schedule in effect from time to time to those Customers for which the Biller has provided such requisite information.

3.2 Service Bill Content and Format

The Company shall format the Service Bill so as to present the content of the Biller portion of the Service Bill in a manner consistent with the terms of this Agreement and the Open Bill Manual.

3.3 License to Use Intellectual Property

3.3.1 The Biller hereby grants to the Company during the Term a royalty-free, limited, non-exclusive license to use the Biller's intellectual property required for the Company to fulfill its obligations under this Agreement, and which license shall be pursuant to the terms and conditions of a license agreement entered into or to be entered into between the Company and the Biller substantially in the form set out in Appendix "F" hereto.

3.3.2 The Biller acknowledges that, in connection with the performance by the Company of Billing Services, and in particular the provision to the Company by the Biller of billing information for each Customer, the Biller at its option may utilize certain software provided by the Company, from time to time, and any such use of same by the Biller shall constitute the Biller's acceptance of, and agreement to strictly comply with, the license terms, use restrictions and limitations set forth in Appendix H – 'Terms of Use for the OBA Transaction Tool' of the Open Bill Manual. The Biller's use or non-use of such software shall not alter either the Biller's or the Company's obligations under this Agreement. However, the Biller acknowledges that the Company's ability to deliver Billing Services is dependent upon the Biller's delivery of transaction interface files which meet the technical specifications described in the Open Bill Manual.

3.4 Customer Information

The Company shall:

- (a) not use any Customer proprietary or personal information and/or data provided by the Biller that it obtains solely as a result of the provision of Billing Services (the "**Customer Data**") other than as contemplated by, and as necessary to satisfy its rights or fulfill its obligations under, this Agreement;

- (b) not disclose any Customer Data other than (i) any disclosure that is authorized by the Biller, (ii) as required by Applicable Laws, (iii) to the extent reasonably necessary to collect in respect of Receivables Entitlements which have been transferred to the Company hereunder, or (iv) to any third party sub-contracted by the Company to assist in the provision of the Billing Services;
- (c) refer any Customers with inquiries or complaints about, or seeking access to or correction of, their personal information to the Biller and promptly notify the Biller about such complaint or request upon receiving same; and
- (d) use reasonable security measures to protect the Customer Data against loss, theft, unauthorized access, disclosure, copying, use or modification.

For certainty, nothing in this Agreement shall preclude the Company from utilizing, for any purpose, in accordance with Applicable Laws, any Customer information acquired by the Company in association with or as a result of its provision of services to its customers.

3.5 Software and Proprietary Know-How

Except for Customer Data supplied by the Biller to the Company pursuant to this Article III, or as otherwise provided herein or agreed upon by the Parties, the Company acknowledges and agrees that it is responsible for developing or acquiring (by purchase or license) at its cost, all software and proprietary know-how which may be required to provide the Billing Services in the manner and to the extent set out in this Agreement. For certainty, the Company's obligation hereunder shall commence at the Company's demarcation point, being the interface at which the Customer billing information to be provided by the Biller in accordance with Section 3.1 enters the Company's customer information system.

ARTICLE IV – COLLECTION AND SETTLEMENT

4.1 Collection of Amounts from Customers

The Company shall render a Service Bill to each Customer, which Service Bill shall be prepared, delivered and payable in compliance with this Agreement, the Open Bill Manual and the Company's customary billing procedures. The Service Bill may be comprised of charges for Customer Services, Distribution Charges and any other amounts payable by the Customer to the Company or any other party with which the Company has an agreement therefor. Each Customer shall be required by the Company to pay the aggregate amount shown as payable (including all Taxes thereon) in each Service Bill in accordance with the payment terms set out therein.

4.2 Acquisition of Receivables Entitlements

- 4.2.1 Subject to and in accordance with the other terms and conditions of this Agreement, the Company shall acquire the Receivables Entitlements of the Biller in respect of each Billing Date. To this end, the Company shall acquire the Receivables Entitlements relating to the Biller Receivables billed on a particular Billing Date by paying to the Biller, on or before 9:00 a.m. (Toronto time) on the twenty-first (21st) day immediately following such Billing Date (the "**Payment Date**") the Payment Amount for such Billing

Date, all in accordance with Sections 4.2.2 and 4.2.3. The “**Payment Amount**” shall be an amount equal to: (a) the Actual Billed Amount for such Billing Date, multiplied by (b) the Biller Percentage, as adjusted in accordance with the terms of this Agreement. Notwithstanding the foregoing, if the Payment Date is not a Business Day, payment shall be made on the first Business Day next following such date.

- 4.2.2 The Company shall pay the Payment Amounts to which the Biller is entitled pursuant to Section 4.2.1 to the account designated by the Biller pursuant to Section 4.7.1.
- 4.2.3 Upon, and subject to, the Biller's receipt of the Payment Amount, the Biller shall immediately thereafter absolutely, unconditionally and irrevocably transfer to the Company all of its Receivables Entitlements relating to the Biller Receivables billed on such Billing Date. Each of the Parties hereby confirms that any transfer of Receivables Entitlements made pursuant to this Section 4.2.3 is intended to constitute an absolute, unconditional and irrevocable transfer, assignment and conveyance of an interest in property and is not intended by the Parties to be, and should not be construed as, a loan, or other form of indebtedness owing to the Company or the Biller.
- 4.2.4 The Biller acknowledges and agrees that the Company (i) may register and file this Agreement and all instruments supplementary or ancillary hereto or thereto, or financing statements or other documents in respect thereof, in each province and territory of Canada where registration thereof may be necessary or of material advantage in preserving, protecting or perfecting the transfer, assignment and conveyance to the Company of the Receivables Entitlements made pursuant to this Agreement or may maintain and rely on its existing registrations or filings against the Biller in any province or territory of Canada to preserve, protect or perfect such transfer, and (ii) may renew such registrations and filings and make such additional registrations and filings and obtain any required approvals from time to time as and when required. The Company shall provide to the Biller copies of each such registration or filing made by the Company after the date hereof.
- 4.2.5 The Biller shall promptly, and in any event prior to the Company commencing to provide any of the Billing Services, cause each Priority Lien Holder to execute and deliver to the Company a postponement and subordination agreement substantially in the form attached to this Agreement as Appendix “H” or otherwise in form and substance satisfactory to the Company (the “**Required Postponement and Subordination Agreement**”). The Biller acknowledges and agrees that its failure to cause any Priority Lien Holder to execute and deliver a Required Postponement and Subordination Agreement within thirty (30) days of the receipt by the Biller of a written notice from the Company requiring the execution and delivery of a Required Postponement and Subordination Agreement by such Priority Lien Holder shall constitute an Event of Default by the Biller pursuant to Section 8.7(c) and that the existence of a Priority Lien Holder may constitute an Event of Default by the Biller pursuant to Section 8.7(h) in respect of the representation and warranty made by the Biller pursuant to Section 7.1(f).

4.3 Fees

Amounts payable by the Biller to the Company pursuant to, and in accordance with, this Agreement include the following:

- (a) for Billing Services rendered by the Company to the Biller hereunder, the Billing Fee;
- (b) the Pre-Payment Amount, if any, which will be payable by the Biller to the Company contemporaneously with the entering into of this Agreement, and the Company shall setoff all Billing Fees invoiced to the Biller hereunder against such Pre-Payment Amount until the Pre-Payment amount has been reduced to zero; and
- (c) Corrective Costs.

Each of the foregoing fees may be amended from time to time in the manner contemplated in this Agreement.

4.4 Monthly Reconciliation

4.4.1 On or before the fifth (5th) Cycle Day of each Billing Period, the Company shall perform a reconciliation of the Actual Billed Amounts for the immediately preceding Billing Period (a "**Reconciliation**"), taking into account any adjustments required as a result of (i) any At-Issue Amounts for which the Company has not previously taken into account an adjustment pursuant to this Section 4.4 and (ii) any Deemed Proceeds that are allocated to the Biller Receivables of the Biller during such Billing Period.

4.4.2 To the extent the Reconciliation indicates that the aggregate Payment Amount paid to the Biller during the Billing Period is greater than the Adjusted Settlement for such Billing Period, the Company shall be entitled to deduct or net out such overpayment from the Payment Amount otherwise to be paid to the Biller in accordance with this Agreement. For purposes of this Section 4.4, "**Adjusted Settlement**" shall be an amount equal to the aggregate Payment Amount for the relevant Billing Period adjusted, where applicable (without duplication) (i) in accordance with Section 7.6(c)(iii) hereof to account for any At-Issue Amount, (ii) to account for any Deemed Proceeds allocated to the Biller Receivables of the Biller during such Billing Period, and (iii) to account for any amounts owing by the Biller pursuant to Section 4.6 hereof.

4.5 Monthly Statements

On or before the sixth (6th) Cycle Day of each Billing Period, the Company shall issue to the Biller a statement (the "**Monthly Statement**") for the immediately preceding Billing Period which sets forth any amounts owed to the Company by the Biller resulting from the Reconciliation or for Corrective Costs, which amounts shall, on the third (3rd) Business Day following the date of the Monthly Statement, be set-off against the Payment Amount to be paid by the Company to the Biller on such Business Day. In the event that the amount to be set-off pursuant to the preceding sentence is greater than the Payment Amount to be paid on such Business Day, the Company shall set-off any such residual

amount against the Payment Amount to be paid by the Company to the Biller on the Business Day immediately following, and so on, until all such amounts owed to the Company by the Biller as a result of such Reconciliation are recovered. For certainty, the Monthly Statement shall also include the basis of calculation of any At-Issue Amount and any Adjusted Settlement.

4.6 Fee Invoices

On or before the sixth (6th) Cycle Day of each Billing Period, the Company shall issue to the Biller an invoice (the "**Fee Invoice**") which sets forth any amounts owed to the Company by the Biller in respect of the Billing Fees or any other charges payable by the Biller pursuant to this Agreement, together with all Taxes payable by the Biller thereon, or otherwise payable by the Biller pursuant to Section 5.1, for the immediately preceding Billing Period. For certainty, the Fee Invoice shall include details of the basis of calculation of the Billing Fee including (a) the number of Service Bills that included Distribution Charges delivered in the relevant month, and (b) the number of Service Bills that did not include Distribution Charges delivered in such month. Any Billing Fees, Corrective Costs and any other charges payable by the Biller pursuant to this Agreement, together with Taxes payable by the Biller thereon, as set forth on any Fee Invoice that are not paid by the Biller within thirty (30) days of the date of such invoice may be set-off against the Payment Amount otherwise to be paid by the Company to the Biller during the next following payment period.

4.7 Method of Payment

4.7.1 By Bank Transfer – Except as otherwise provided herein or agreed by the Parties, all payments made under this Agreement by the Company to the Biller or by the Biller to the Company shall be made by bank transfer (by electronic or other means) to an account designated from time to time by the Biller to the Company or the Company to the Biller, as applicable and, other than as expressly set forth herein, shall be made in full, without set-off or counterclaim, and free of and without deduction or withholding.

4.7.2 Optional Set-Off – Notwithstanding the provisions of Section 4.7.1, if the Biller provides to the Company: (A) a notice that the Company is to set-off payment of the Fee Invoice against payment to the Biller of the Payment Amount; and (B) such direction or authorization addressed to the Company; then the Company will take steps to effect such set-off as soon as is reasonably practicable, and any such set-off shall be considered to be an adjustment to the Payment Amount otherwise required to be paid by the Company.

4.8 Management Reports

The Company shall provide the Biller with the management and operating reports regarding the performance of the Billing Services in the format and frequency set out in the Open Bill Manual. The Parties shall meet to discuss such reports on an as-required basis. The Biller may request additional reports and, if the Company agrees to prepare same, such reports shall be prepared at the expense of the Biller. Any additional reports which the Company, may, in its discretion, produce from time to time in connection with its provision of billing services generally may be provided to the Biller at no additional charge to the Biller.

4.9 Biller's Examination of Books and Records

Subject to Applicable Laws, the Biller shall have the right, at its own cost and upon reasonable prior notice to the Company during the usual business hours of the Company and, in any event, no more than twice per calendar year, to examine and review the books and records (in any form whatsoever) of the Company that relate solely to the delivery of Billing Services hereunder (the "**Company Records**") to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. For these purposes, the Biller shall have the right, at its own cost, to use such external advisers and representatives to perform such examination, provided that such advisers and representatives must first agree to be bound by a confidentiality agreement in respect of the Company Records, which agreement shall contain such terms as the Company may reasonably require. Such Company Records shall be maintained in accordance with the records retention policies of the Company from time to time in effect and in accordance with Canadian generally accepted accounting principles. Any Company Records provided by the Company shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Biller or its external advisers or representatives without the prior written consent of the Company.

4.10 Company's Request for Documentation

- 4.10.1 Right to Examine Biller Records - Subject to Applicable Laws, (A) if the Company determines, acting reasonably and in good faith, that the Biller has failed or may have failed to perform or observe any of the obligations referred to below in this Section 4.10, or (B) if there occurs a Customer Billing Dispute as contemplated in Section 7.6, or (C) if, at any time, the Company, acting reasonably, elects to audit or to verify that the Biller has complied with or is complying with any of its covenants, obligations, representations or warranties in Section 2.6 or Section 7.1, then the Company shall have the right to examine and review, and the Biller shall, within seven (7) Business Days of a receipt of a request from the Company therefore, deliver to the Company, such evidence (the "**Biller Records**") as the Company considers necessary to verify the Biller's compliance with such covenants, obligations, representations or warranties.
- 4.10.2 Maintenance of Biller Records - Such Biller Records shall be maintained by the Biller in accordance with commercially reasonable records retention policies of parties in similar circumstances. Any Biller Records provided by the Biller shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Company or its external advisors or representatives without the prior written consent of the Biller.
- 4.10.3 Right to Contact Customers - In fulfillment of its rights under this Section 4.10, the Company shall also be entitled to contact and communicate with: (i) any Customer or former Customer with respect to any matter in issue between the Biller and such Customer or former Customer, or (ii) any person who has made a complaint to the Company, if such matter relates to the Customer Services, the Billing Services, the Biller's covenants, obligations, representations or warranties under this Agreement, or is otherwise the subject of this Agreement.
- 4.10.4 Informing Biller – If the Company intends to take any action or to enforce any of its rights in respect of the Biller pursuant to Sections 8.4 or 8.9 as a result of the Company's review of the Biller Records or its communication with any Customer, former Customer

or other person, in either case pursuant to this Section 4.10, then, the Company shall ask such person for their consent to disclose all or part of the relevant information to the Biller and, subject to obtaining any necessary consent from such person, the Company shall disclose to the Biller the relevant information and other documentation (including any available call recordings) which the Company has obtained in respect of the Biller or its activities and upon which it is relying in taking such action or enforcing such right.

4.11 Scheduled Cycle Days

The Company shall provide the Biller with a copy of its scheduled Cycle Days for each fiscal year of the Company during the Term, prior to the commencement of such fiscal year. For certainty, the Company reserves the right in its sole discretion to amend any such schedule at any time and from time to time during the Term, provided that it will deliver an updated schedule to the Biller as soon as reasonably practicable but in any event prior to the effective date of any such amendment and provided it amends such schedule for all parties under contract with the Company for the provision of services similar to the Billing Services.

ARTICLE V – TAXES AND RECOURSE FOR NON-PAYMENT

5.1 Taxes and Other Charges

Any Taxes which may become payable on services provided and amounts invoiced pursuant to this Agreement shall be borne and paid by the Biller. The Company shall not make any refund or credit to the Biller of GST/HST in respect of any subsequent reductions to the Billing Fee. The Biller shall be responsible to remit to the relevant Governmental Authority as and when required by Applicable Laws, any Taxes payable by Customers in respect of Customer Services including GST/HST. For certainty, in the absence of specific provisions providing to the contrary, the payor (be it the Company or the Biller) of any payment (including payments effected through set-off and/or discount) will pay, in addition to the payment, any applicable GST/HST imposed on the payor. If, as a result of an amendment or proposed amendment to applicable commodity tax legislation or a Governmental Authority's change in administrative practices regarding same, the sales tax implications of any of the payments under the Agreement are materially altered, the Parties will work together in good faith to restructure the billing and collection arrangements under this Agreement to optimize the sales tax consequences for both Parties.

5.2 Interest on Overdue Amounts

5.2.1 By Customers - Any amount owing pursuant to a Service Bill by a Customer that is not paid on or before the date on which it is due shall be subject to the Company's standard late payment provisions as approved by the OEB from time to time and as recited in the Service Bill. The Parties acknowledge and agree that any amounts received by the Company from Customers in respect of interest or other penalty charges levied in accordance with such late payment provisions of the Company shall not comprise part of the Actual Billed Amount, but rather shall be the exclusive property of the Company.

5.2.2 By the Company or the Biller - Any amount to be paid by the Company to the Biller or to be paid by the Biller to the Company that is not paid on or before the date on which it is due shall thereafter bear interest at an annual rate equal to the prime rate of interest of the Toronto Dominion Bank (Toronto, Main Branch) on the due date plus one per cent (1%), from the date on which it is due until payment in full. For certainty, the Company agrees that no interest shall accrue where the Company fails to set-off against the Payment Amount (in the manner contemplated in this Agreement) any amounts owing to the Company by the Biller under this Agreement.

5.3 Limited Recourse Against the Biller

5.3.1 The Company acknowledges that its recourse with respect to the payment of any amounts by a Customer pursuant to a Service Bill shall, except as specifically contemplated in this Section 5.3, be limited to it making and enforcing a claim against the Customer. Subject to Section 5.3.2 and Section 7.6 hereof, the Company shall have no recourse against the Biller with respect to the payment of any amounts by a Customer pursuant to a Service Bill.

5.3.2 If the Biller, upon receipt of a request from the Company therefore, is unable or unwilling to provide to the Company satisfactory evidence that any Customer (as identified by the Company, from time to time) meets the Minimum Credit Rating requirement, if applicable pursuant to Section 2.6.1(m), and the Company is unable, after exercising its normal or usual degree of diligence, to collect any amount owing by such Customer in respect of any Customer Services within sixty (60) days of the date of the relevant original invoice to such Customer, then the Company shall be entitled to claim against the Biller for such amount, and the Biller hereby authorizes the Company to set off, appropriate and apply any amount owing by the Company to the Biller pursuant to this Agreement against the amount owing by such Customer.

5.4 Authority to Recover Payment

The Biller hereby irrevocably appoints the Company as the Biller's lawful attorney, with full authority in the name and on behalf of the Biller, its successors and assigns, but for the benefit of the Biller, its successors and assigns, to collect and to recover from each Customer the amounts owing under each Service Bill delivered to such Customer. Such authority shall be in addition to, and not in substitution for, any rights the Company may have in law to enforce or recover payment, including the right to suspend gas deliveries.

ARTICLE VI – CHANGES AND MODIFICATIONS

6.1 Changes to Billing Services

The Open Bill Manual may be amended from time to time by the Company, in its sole discretion and acting reasonably, on not less than sixty (60) days prior notice to the Biller detailing the nature and extent of any such amendment or amendments, provided that:

- (a) each such amendment is applicable to all third parties under contract with the Company for the provision of services similar to the Billing Services,
- (b) the implementation of such amendment will have no material adverse effect on the Billing Services or the Service Levels, or, in the case of any amendment to the list of Billing Services, will have no material adverse effect on the Biller,
- (c) in the case of a proposed change to the products and/or services included as Customer Services (currently referred to in the Open Bill Manual as a 'Bill Type Code' or BTC), a Customer Service will not be removed from the list of Customer Services on less than three (3) months prior notice, and unless such Customer Service appears on one half of one percent (0.5%) or fewer of the total number of Service Bills rendered by the Company for the Biller together with all Other Billers in any billing cycle, and
- (d) in the case of a proposed amendment to the Financial Assurances Policy, the implementation of such amendment will have no material adverse effect on the Biller.

Any such amendment for which the Biller has been provided such notice shall, for all purposes of this Agreement be, and be deemed to be, a part of the Open Bill Manual effective as of the date set forth in such notice and the rights and obligations of the Biller and the Company hereunder shall be amended accordingly and the Biller covenants and agrees to comply with such amendments thereafter. The Company may, in its sole discretion, expand the list of Customer Services upon the request of a Biller.

6.2 Charges Payable by Customers

Subject to the following terms of this Section 6.2, the Biller may increase or decrease charges for the Customer Services which are to be billed by the Company to Customers pursuant to this Agreement. Where the Biller has provided to the Company a 'rate ready' list of standard rental or similar charges to be billed to its Customers, then each increase or decrease in such charges shall become effective not later than the date of the Customer's second Service Bill after the Company receives such notice or, if a later date is specified, then such later date.

6.3 Changes to Billing Fee

The Billing Fee may, at the Company's sole discretion, be adjusted in the manner and by the amount described in the Billing Fee Adjustment.

6.4 Most Favoured Customer

Where (A) the Company enters, or has entered, into an Open Bill Access Billing and Collections Services Agreement with any other party receiving the Billing Services (a "**Third Party Open Bill Agreement**"), and (B) the Billing Fee in such Third Party Open Bill Agreement is lower than the then current Billing Fee set out in this Agreement, then (C) the Billing Fee set out in this Agreement shall be downwardly adjusted by the Company to equal such lower Billing Fee, effective as of the later of (i) the effective date of this Agreement and (ii) the effective date of such Third Party Open Bill Agreement.

ARTICLE VII – REPRESENTATIONS, INDEMNITIES AND DISPUTES**7.1 Representations and Warranties by the Biller**

The Biller hereby represents and warrants to the Company, on a continuous basis, as follows and acknowledges that the Company is relying upon the accuracy of each of such representations and warranties in connection with the execution of this Agreement by the Company and the acceptance of its rights and obligations hereunder:

- (a) at the date hereof and at all times during the Term all necessary action has been taken by the Biller to authorize the execution, delivery and performance by the Biller of this Agreement and this Agreement constitutes a legal, valid and binding obligation enforceable against the Biller in accordance with its terms;
- (b) the Biller has all necessary right, power and authority to transfer to the Company all of its Receivables Entitlements in the manner, and on the terms, provided for in this Agreement;
- (c) in all material respects, each Customer Services Agreement has been entered into in accordance with, and complies with, the *Consumer Protection Act* and, to the Biller's knowledge, is valid and binding on all of the parties thereto, and each such Customer Services Agreement shall be in full force and effect for as long as the Company provides Billing Services in respect of such Customer Services Agreement;
- (d) the Biller has clearly and unambiguously established the charges for the Customer Services being, or to be, billed to each Customer pursuant to the relevant Customer Services Agreement as required by Applicable Laws, including the Consumer Protection Act;
- (e) all Customer account and other information provided or made available to the Company by the Biller from time to time shall be correct and complete in every material respect;
- (f) at the time of any transfer to the Company by the Biller of any Receivables Entitlements relating to Biller Receivables as contemplated in this Agreement, including pursuant to Section 4.2, the Biller has good title thereto and is entitled to so transfer such Receivables Entitlements without notice to or consent of the relevant Customer or any other party, and each such transfer shall be made free and clear of all Liens (other than Permitted Liens);
- (g) the Biller is solely responsible to provide to the Company all the necessary and correct information required by the Company in respect of each Customer to permit the Company to fulfill its obligations under this Agreement and the Company is entitled to rely solely on such information in that regard;
- (h) each Customer Services Agreement (i) does not expressly contemplate or permit any right of deduction or set-off pursuant to invoices; (ii) does not allow for any

grace period in making payments thereunder; and (iii) includes the obligation of the Customer to make regular payments during the period and at the rate set out therein and communicated to the Company as contemplated herein; and

- (i) the Biller will remit to the relevant Governmental Authority all Taxes payable by Customers in respect of Customer Services in accordance with Section 5.1 of this Agreement.

7.2 Representations and Warranties by the Company

The Company hereby represents and warrants to the Biller, on a continuous basis, as follows and acknowledges that the Biller is relying upon the accuracy of each of such representations and warranties in connection with the execution of this Agreement by the Biller and the acceptance of its rights and obligations hereunder:

- (a) at the date hereof and at all times during the Term all necessary action has been taken by the Company to authorize the execution, delivery and performance by the Company of this Agreement and this Agreement constitutes a legal, valid and binding obligation enforceable against the Company in accordance with its terms;
- (b) the Company has all necessary right, power and authority to purchase from the Biller the Receivables Entitlements and to render accounts to and receive payments from the Customers in accordance with the provisions of this Agreement;
- (c) subject to the terms and conditions hereof, the Company shall be solely responsible for obtaining, at its own expense, rights to use the necessary customer information and billing services systems as required to provide the Billing Services contemplated herein; and
- (d) the employees, agents or subcontractors of the Company who will be providing the Billing Services shall possess such skills and qualifications as are necessary or desirable for the performance of the Billing Services.

7.3 Indemnity

7.3.1 Indemnification of the Company - The Biller hereby agrees to save harmless and indemnify the Company, its directors, officers, employees and agents (the "**Company Indemnified Parties**") from and against all damage, loss, deficiency, cost, liability and expense to the Company, howsoever caused, which the Company may suffer or incur as a result of, in respect of or arising out of:

- (a) any material breach of this Agreement by the Biller;
- (b) any breach by the Biller of any of the covenants set out in Section 2.6 or Section 5.1 or any of the representations and warranties set out in Section 7.1;

- (c) the failure by the Biller to satisfy its obligations to Customers in connection with any of the Customer Services;
- (d) the negligence or wilful misconduct of the Biller, or any of the Biller's employees or agents or other persons acting on the authority or with the permission of the Biller;
- (e) a Customer Billing Dispute, including any At-Issue Amount; and
- (f) any breach by the Biller whatsoever of any confidentiality and/or privacy obligations set forth in this Agreement.

Notwithstanding the foregoing or any provision of this Agreement to the contrary, in no event shall the Biller have any duty to indemnify, defend or hold harmless any Company Indemnified Party for the negligent or intentional act or omission of any Company Indemnified Party.

7.3.2 Indemnification of the Biller - The Company hereby agrees to save harmless and indemnify the Biller, its directors, officers, employees and agents (the "**Biller Indemnified Parties**") from and against all damage, loss, deficiency, cost, liability and expense to the Biller, howsoever caused, which the Biller may suffer or incur as a result of, in respect of or arising out of:

- (a) any material breach of this Agreement by the Company;
- (b) any breach by the Company of any of the covenants set out in Section 2.7 or any of the representations and warranties set out in Section 7.2;
- (c) the negligence or wilful misconduct of the Company, or any of the Company's employees or agents or other persons acting on the authority or with the permission of the Company; and
- (d) any breach by the Company whatsoever of any confidentiality and/or privacy obligations set forth in this Agreement.

Notwithstanding the foregoing or any provision of this Agreement to the contrary, in no event shall the Company have any duty to indemnify, defend or hold harmless any Biller Indemnified Party for the negligent or intentional act or omission of any Biller Indemnified Party.

7.4 Third Party Claim

If a Company Indemnified Party or a Biller Indemnified Party (in either case, the "**Indemnified Party**") receives notice of the commencement of any claim by any Person who is not a party to this Agreement in respect of which the Indemnified Party intends to make a claim under either Section 7.3.1 or 7.3.2, as applicable, (other than a Customer Billing Dispute, which shall be dealt with in the manner contemplated by Section 7.6 hereof), the Indemnified Party shall promptly notify the other Party (in this instance, the "**Indemnifier**"). Such notice to the Indemnifier must describe in writing the third party claim in reasonable detail and indicate, to the extent reasonably practical, the estimated amount of the loss that has been or may be sustained by the Indemnified Party. The Indemnifier will

then have a period of sixty (60) days within which to satisfy such third party claim, upon the prior written approval of the Indemnified Party of such settlement. Failing any settlement of the third party claim, the Indemnifier shall within ten (10) days of the end of such period give notice to the Indemnified Party as to whether it intends to dispute such third party claim and participate in or assume the defense thereof or not so dispute, participate in or assume. If the Indemnifier fails to provide such notice, the Indemnifier will be deemed to have provided notice that it will not so dispute, participate in or assume.

7.5 Limitations

7.5.1 Subject only to Subsection 7.5.2, and notwithstanding any other provision of this Agreement, (A) the liability of each Party and their respective directors, officers, employees and agents to the other Party, whether founded in tort or breach of contract or otherwise, shall be limited to the loss sustained by such other Party as a result of direct damage sustained by such other Party, and (B) each Party's maximum aggregate liability to the other Party under any provision of this Agreement, whether founded in tort or breach of contract or otherwise, shall not exceed an amount equal to the last twelve (12) months of Billing Fees paid under this Agreement, or, where less than twelve (12) months have elapsed, twelve (12) times the average of the monthly fees paid or payable by the Biller during such shorter period.

7.5.2 The limitation in Subsection 7.5.1 shall not apply in respect of: (A) the obligation of the Company to pay any Payment Amount to the Biller as provided in this Agreement, (B) the liability of either party for a breach of its obligations under Article X; and (C) the liability of a party for any claim to the extent arising as a result of (i) the fraud, gross negligence or wilful misconduct of such party, or (ii) the misappropriation, unlawful disclosure, or use of a third-party's intellectual property (except that the exception in clause 7.5.2(C)(ii) shall not apply in respect of the Biller's use of certain software made available to the Biller by the Company as contemplated in Subsection 3.3.2).

7.5.3 For certainty, (A) a Party shall not be liable for any indirect or consequential losses, including loss of profits, business interruption losses, or any losses as a result of claims by third parties, and (B) in no event shall a Party be liable for any aggravated or non-compensatory damages, including punitive or exemplary damages, whether by statute, in tort or contract.

7.5.4 The limitation in Subsection 7.5.3 shall not apply in respect of: (A) the liability of either party for a breach of its obligations under Article X; and (B) the liability of a party for any claim to the extent arising as a result of the misappropriation, unlawful disclosure, or use of a third-party's intellectual property (except that the exception in clause 7.5.4(B) shall not apply in respect of the Biller's use of certain software made available to the Biller by the Company as contemplated in Subsection 3.3.2).

7.6 Disputes between Customer and Biller

The following provisions shall apply if any Customer shall: (A) make any claim in relation to any breach of a Customer Services Agreement by the Biller, or (B) cancel or repudiate a Customer Services Agreement or claim the right to do so, or (C) dispute the existence of a Customer Services Agreement, or (D) assert any counterclaim, defense, or offset against amounts due for the Customer

Services, or refuse to pay any amount for which it is invoiced hereunder based on any of the foregoing (each, a "**Customer Billing Dispute**"):

- (a) the Company shall forthwith notify the Biller of the existence of the Customer Billing Dispute, and to the extent the Biller, rather than the Company, receives notice of the Customer Billing Dispute, the Biller shall forthwith notify the Company of the existence of such Customer Billing Dispute;
- (b) the Company shall notify the Biller of the particulars of each Customer Billing Dispute, including the At-Issue Amount, as and to the extent the Company becomes aware of such particulars;
- (c) the Company shall be entitled, in its sole and absolute discretion, at any time thereafter and upon notice to the Biller, to:
 - (i) not make any changes to the Service Bill for such Customer in respect of the relevant Customer Services, or the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; or
 - (ii) remove from the Service Bill for such Customer the relevant Customer Services, and the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; or
 - (iii) (A) remove from the Service Bill for such Customer the relevant Customer Services, and the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; and (B) as part of the relevant Reconciliation pursuant to Section 4.4, deduct or net out from the amount otherwise to be paid to the Biller an amount equal to the Customer Services charges (including applicable Taxes) at issue in the dispute (the "**At-Issue Receivable**") multiplied by the Biller Percentage (the product being the "**At-Issue Amount**"), which deduction or net-out shall reduce the Company's obligation to pay the Payment Amount by an amount equal to the At-Issue Amount; and (C) refund to the relevant Customer the full amount of any At-Issue Receivable, in respect of which the At-Issue Amount has been so deducted or netted-out; and (D) have such At-Issue Receivable removed from the Customer's bill; and (E) adjust the Company's records accordingly;

notwithstanding the Company's right in Subsection 7.6(c)(iii)(C) to refund to the Customer the full amount of the At-Issue Receivable, if the At-Issue Receivable which is part of the Customer Billing Dispute includes Customer Services charges which were billed to the Customer more than two (2) years prior to the date on which the notification is given pursuant to Subsection 7.6(a), then, except where the matter is the subject of litigation involving the Customer Billing Dispute, the Company shall not refund that part of such At-Issue Receivable which was billed to the Customer more than two (2) years prior to such notification date;

for certainty, if the Company takes the actions and exercises its rights as set out in Subsection 7.6(c)(i), it shall not be precluded, in its sole and absolute discretion at any time thereafter, from taking the action and exercising its rights as set out in Subsection 7.6(c)(ii) or Subsection 7.6(c)(iii), and if the Company takes the actions and exercises its rights as set out in Subsection 7.6(c)(ii), it shall not be precluded, in its sole and absolute discretion at any time thereafter, from taking the action and exercising its rights as set out in Subsection 7.6(c)(iii);

(d) the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer, and

(i) where the Customer Billing Dispute is not in respect of any matter to which the Company determines, in its sole discretion, the Consumer Protection Act applies, then the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer within forty-five (45) days of the notification given pursuant to Subsection 7.6(a); or

(ii) where the Customer Billing Dispute is in respect of any matter to which the Company determines, in its sole discretion, the Consumer Protection Act applies, then the Company shall notify the Biller of such determination and the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer within fifteen (15) days of the notification given pursuant to Subsection 7.6(a);

in either case, the "**Resolution Period**";

(e) if the Customer Billing Dispute is not resolved within the applicable Resolution Period, then the Company shall be entitled thereafter to take the actions and exercise its rights as set out in Subsection 7.6(c);

(f) the Biller shall regularly and fully inform the Company regarding the status of each Customer Billing Dispute (including particulars of the matter at issue, the Biller's position and the reasons therefore, and how the Biller intends to resolve it), and, without limiting the foregoing obligation of the Biller, the Biller shall fully inform the Company regarding such status of any Customer Billing Dispute within two (2) Business Days of receipt of a request from the Company in such regard;

(g) at any time and from time to time, the Company may contact the Customer directly to discuss the status and particulars of the relevant Customer Billing Dispute;

(h) if a Customer Billing Dispute is resolved, then the Biller shall forthwith so notify the Company, including the particulars of such resolution, and any amount to be billed to the Customer by the Company as a result of such resolution shall be treated in the usual manner under this Agreement;

- (i) a Customer Billing Dispute shall not be considered to have been resolved if the Company is notified by the Biller that a Customer Billing Dispute has been resolved, and the Company is subsequently advised by the Customer, or its representative, that the Customer Billing Dispute has not been resolved; and
- (j) in no event, and notwithstanding any action or inaction by the Company in respect thereof, shall the Company have any responsibility or liability with respect to any Customer Billing Dispute or any At-Issue Receivable or any action taken by the Company pursuant to this Section 7.6 or in respect of such Customer Billing Dispute, provided the Company has acted reasonably in the circumstance.

7.7 Disputes Between the Parties

7.7.1 Mechanism for Resolution of Disputes - With the exception of i) the exercise of rights by the Company pursuant to Section 7.6 or ii) the exercise of rights of termination pursuant to Sections 8.4, 8.5 or 8.6, all disputes, claims, questions or differences between the Parties arising out of or in connection with this Agreement or its performance, enforcement or breach (each a "**Services Dispute**"), shall be resolved in the manner set out in this Section 7.7. For certainty, if the Company exercises its rights under Section 7.6 or if a Party gives to the other Party a notice pursuant to Section 8.4, 8.5 or 8.6, then the Biller or such other Party, as the case may be, shall not be entitled to pursue resolution of any Services Dispute related thereto pursuant to this Section 7.7.

7.7.2 Notice of Dispute - A Party claiming that a Services Dispute has arisen must forthwith give written notice (a "**Dispute Notice**") to the other Party specifying the nature of the dispute, the relief sought and the basis for the relief sought.

7.7.3 Meeting between Parties - Within five (5) Business Days following delivery of a Dispute Notice by either Party, the Parties must commence the process of attempting to resolve the Services Dispute by referring such Services Dispute to their respective representatives within their organizations and shall cause their respective representatives to meet, discuss and negotiate in good faith with the intention of reaching a just and equitable solution satisfactory to both Parties.

7.7.4 Binding Arbitration - If the Services Dispute is not resolved to the satisfaction of the Parties within fifteen (15) Business Days after delivery of the Dispute Notice, then either Party may, upon notice to the other Party (the "**Arbitration Notice**"), at any time thereafter require the Services Dispute to be resolved by binding arbitration pursuant to this Section 7.7.4:

- (a) The Services Dispute shall be finally settled by arbitration in accordance with the provisions of the *Arbitration Act, 1991* (Ontario) based upon the provisions of this Section 7.7;
- (b) The arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Parties, acting reasonably, within ten (10) Business Days following delivery of the Arbitration Notice. If the Parties are unable to

mutually agree on an arbitrator within such period, either Party may apply to a judge of the Ontario Superior Court of Justice to appoint an arbitrator. The arbitrator shall be qualified by education and training to rule upon the particular matter to be decided, shall be independent of each of the Parties and shall have reasonable experience in arbitrating business disputes;

- (c) The arbitrator shall be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within sixty (60) days of the receipt by one of the Parties of the Arbitration Notice;
- (d) The arbitration shall take place in Toronto, Ontario, and the language of the arbitration shall be English;
- (e) To the fullest extent permitted by Applicable Laws, any controversy concerning whether a Services Dispute is an arbitral matter or as to the interpretation or enforceability of this Section 7.7 shall be determined by the arbitrator. The arbitration award shall be given in writing and shall be final and binding on the Parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all related matters. The costs of arbitration include the arbitrator's fees and expenses, the provision of a reporter and transcripts, reasonable legal fees and disbursements and reasonable costs of preparation. After completion of the arbitration an action may be initiated by the Parties in court only for the purpose of enforcing the decision of the arbitrator and recovery of the costs incidental to the arbitration;
- (f) Subject to Article X, and except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise or as may be required by Applicable Laws, the Parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed beyond the arbitrator, the Parties, their counsel and any person necessary to the conduct of the proceeding; and
- (g) In no case shall the Company delay, cease or threaten to delay or cease the provision of any Billing Service pending the resolution of a Services Dispute, other than where the estimated aggregate monetary value of the then outstanding Services Disputes exceeds either 20% of the Billing Fee otherwise owing by the Biller to the Company for the relevant Billing Periods or 20% of the Actual Billed Amounts for the relevant Billing Periods (as applicable, depending on the nature of the Services Disputes(s)). Subject to the foregoing, pending the resolution of any Services Disputes, the Biller shall pay to the Company one-half of the Billing Fee plus applicable Taxes otherwise payable pursuant to Article IV in respect of the Billing Services provided by the Company that relate specifically to the Services Dispute. Following resolution of the Services Dispute, the Biller shall reimburse the Company for any underpayment and the Company shall reimburse the Biller for any overpayment, as the case may be, but in each case

the payment shall be subject to interest at the rate provided in Section 5.2 calculated from the due date of the initial payment.

ARTICLE VIII – TERM AND TERMINATION

8.1 Term

Subject to the other terms and conditions of this Agreement, the term of this Agreement (the "**Term**") shall be deemed to have commenced on the Effective Date and shall terminate on the earlier of (a) Cycle Day 21, for the month of March, 2020, and (b) such earlier date as may be mutually agreed between the Parties, unless terminated prior to such date in accordance with the terms hereof.

8.2 Renewal

Subject to the other terms and conditions of this Agreement including Section 8.3, this Agreement shall be automatically renewed for successive periods of one year (each a "**Renewal Term**"), each Renewal Term commencing on Cycle Day 1, for the month of April of the then current year and terminating on Cycle Day 21, for the month of March of the next following calendar year, unless terminated prior to such date in accordance with the terms hereof.

8.3 Conditions of Renewal

This Agreement shall not be renewed automatically pursuant to Section 8.2 if:

- (a) the Biller is not in good standing under the Financial Assurances, if any, to be provided by the Biller pursuant to this Agreement;
- (b) the Biller has not fully complied with its obligation to cause any Priority Lien Holder to execute and deliver to the Company the Required Postponement and Subordination Agreement within the time frame and otherwise as provided in Section 4.2.5;
- (c) the Biller is not otherwise in material compliance with all of its obligations, or the Biller is otherwise in material breach of any of its representations or warranties, set out in this Agreement or the Open Bill Manual; or
- (d) the Biller has not provided to the Company the Annual Forecast in accordance with this Agreement, where required to do so; provided that if the Biller has not so provided such Annual Forecast, where required, the Company shall notify the Biller and the Biller shall have seven (7) days following delivery of such notice to provide such Annual Forecast to the Company, and if the Biller does so, it shall be considered to have complied with such requirement.

8.4 Company's Rights of Early Termination

Subject to the other provisions of this Article VIII and in addition to the Company's rights of termination set out elsewhere in this Agreement, the Company shall have the right to terminate this Agreement:

- (a) if the Biller has not complied with its obligations under this Agreement, or has not acted in a good faith manner in the performance of its obligations under this Agreement or the provision of the Customer Services (all as determined by the Company in its sole discretion), then, at the expiry of the Term, or the then current Renewal Term, upon not less than six (6) months prior written notice to the Biller to that effect;
- (b) at any time within one (1) year of the Company discovering the occurrence of an Event of Default of the Biller and upon written notice to the Biller that the Company is terminating this Agreement as a result of the occurrence of such Event of Default; or
- (c) at any time, upon thirty (30) days prior written notice or such other notice period required by an order of the OEB, upon the occurrence of a regulatory change established by a Governmental Authority which causes, results in, requires or necessitates such termination; in such circumstances the Company shall, where it has determined in its sole discretion that it is in its best interests to do so, make reasonable efforts to co-operate with the Biller to maximize the notice period for any such mandatory termination.

8.5 Open Bill Program Matters

Subject to the other provisions of this Article VIII and in addition to the Company's rights of termination set out elsewhere in this Agreement, the Company shall have the right to terminate this Agreement at any time:

- (a) if the Company's open bill program is being combined or otherwise merged with any other open bill program, provided that the Company has provided the Biller:
 - (i) at least twelve (12) months prior notice of its intention to combine or otherwise merge the Company's open bill program with such other open bill program; and
 - (ii) the opportunity to enter into an amended and restated, or otherwise revised, form of agreement to obtain billing services under such merged open bill program on the same terms and conditions as other billers participating in such merged open bill program,

and in such event, the Company shall provide the Biller with at least three (3) months prior notice of the date upon which such merged open bill program and such amended and restated, or otherwise revised, form of agreement will become effective;

- (b) if the Biller has entered into any other open bill access billing and collection services agreement (or similar agreement) with the Company (including any division of the Company or under any business style of the Company) or any Affiliate of the Company, and there has occurred an 'Event of Default' (as defined in that other agreement) of the Biller pursuant to that other agreement, then upon written notice to the Biller to that effect; or
- (c) if the Billing Fee revenues received by the Company from the Biller together with all Other Billers in any rolling consecutive twelve (12) month period is less than twelve million dollars (\$12,000,000), then upon written notice to the Biller to that effect, given at any time within six (6) months of the end of the relevant twelve (12) month period.

8.6 Biller's Rights of Early Termination

Subject to the other provisions of this Article VIII and in addition to the Biller's rights of termination set out elsewhere in this Agreement, the Biller shall have the right to terminate this Agreement:

- (a) at the expiry of the Term, or the then current Renewal Term, upon not less than six (6) months prior written notice to the Company, to that effect; or
- (b) at any time within one (1) year of the Biller discovering the occurrence of an Event of Default of the Company and upon written notice to the Company that the Biller is terminating this Agreement as a result of the occurrence of such Event of Default.

8.7 Events of Default

In addition to any other events set out in this Agreement, the occurrence of any one or more of the following events shall constitute a default by the Biller or the Company, as applicable, under this Agreement and shall be considered an event of default (an "**Event of Default**") if such default is not remedied prior to the expiry of the relevant notice period (if any) or the relevant cure period (if any) applicable to such default as hereinafter set out, or upon the occurrence of the relevant event if there is no notice or cure period applicable:

- (a) if (A) a Party fails to perform or observe any of its obligations under this Agreement on its part to be observed or performed, and (B) such failure is capable of being cured using reasonable diligence, and (C) such failure or breach shall continue unremedied following notice thereof (giving particulars of the failure in reasonable detail) from the non-defaulting Party to the defaulting Party: (1) for a period of thirty (30) days; or (2) if such failure or breach is also an obligation of the Party under the *Consumer Protection Act*, and a shorter period is prescribed by the *Consumer Protection Act*, then such shorter period as is prescribed, or (3) such longer period as may be reasonably necessary to cure such failure, provided that the defaulting Party has demonstrated that:

- (i) it is proceeding with all due diligence to cure or cause to be cured such failure,
 - (ii) its proceedings can be reasonably expected to cure or cause to be cured such failure within a reasonable time frame acceptable to the non-defaulting Party, acting reasonably, and
 - (iii) it shall thereafter cure such failure with all due diligence and within the time frame acceptable to the non-defaulting Party, acting reasonably;
- (b) if the Biller fails to perform or observe its obligations, if any, set out in Section 2.6.1(f) [Financial Assurances];
- (c) if the Biller fails to cause any Priority Lien Holder to execute and deliver to the Company any Required Postponement and Subordination Agreement within the time frame and otherwise as provided in Section 4.2.5;
- (d) if (A) the Biller fails to perform or observe its obligations set out in any of Sections 2.6.1(j) [Biller contact information], 2.6.1(m) [assurance of Minimum Credit Ratings], or 4.10 [Company's Request for Documentation], and (B) such failure is capable of being cured using reasonable diligence, and (C) such failure or breach shall continue unremedied following notice thereof (giving particulars of the failure in reasonable detail) from the Company to the Biller for a period of ten (10) days; except where such failure is a direct result of a failure of the Company to fulfill any of the Company's obligations hereunder;
- (e) if the Biller fails to perform or observe its obligations set out in any of Sections 2.6.1(b) [Name Restrictions], 2.6.1(c) [Customer Service Agreement], 2.6.1(d) [Verification Calls], 2.6.1(g) [compliance with Applicable Laws], 2.6.1(h) [compliance with privacy obligations], 2.6.2 [Use of Third Party Servicers], 4.10 [Company's Request for Documentation] or 7.6 [Disputes between Customer and Biller] on two (2) or more occasions in any rolling consecutive thirty-six (36) month period, with respect to any of such obligations, and in respect of each of which failures the Company has provided a notice to the Biller, regardless of whether any of such failures have been remedied;
- (f) if (A) the Biller fails to perform or observe any of its obligations under this Agreement on its part to be observed and performed, and (B) such failure has or shall have, or could reasonably be expected to have, an adverse effect on the Company (including the public's perception of the Company) or the Company's ability to deliver the Billing Services (in each case, in the sole discretion of the Company);
- (g) if (A) the Number of Customer Billing Disputes in any rolling twelve (12) month period exceeds ten per cent (10%) of the Number of Customer Accounts in such rolling consecutive twelve (12) month period, or (B) the Dispute Resolution Rate is less than eighty-five per cent (85%);

- (h) if any representation or warranty made by the Biller hereunder or any information provided by the Biller pursuant to this Agreement shall prove to have been incorrect or misleading in any respect when made, or at any time during the Term;
- (i) if a compliance order is issued against or in respect of the Biller or the Biller is the subject of any other order made under the *Consumer Protection Act*;
- (j) if a Party files a petition in bankruptcy, makes an application or files a petition seeking any re-organization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors or makes an assignment for the benefit of creditors, or if a receiver or receiver and manager, trustee or similar officer is appointed for the business or property of the Party or any part thereof, or if any involuntary petition, application or other proceeding under any bankruptcy or insolvency laws is instituted against the Party and is not stayed, otherwise enjoined or discharged within thirty (30) days;
- (k) if any execution, distress or other enforcement process, whether by court order or otherwise, which would have a material adverse effect on the financial viability of a Party becomes enforceable against any property of such Party;
- (l) if a Party commits any act of bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or is wound up; or
- (m) if a Party ceases 'carrying on business in the ordinary course'; and for this purpose, a Party shall be considered to be 'carrying on business in the ordinary course' if it continues to meet all of its obligations and comply with all of its representations, in all material respects, under this Agreement and each Customer Services Agreement,

provided that each of the above-noted Events of Default have been inserted for the benefit of the non-defaulting Party and may be waived by the non-defaulting Party in whole or in part at any time by notice to the defaulting Party. The non-defaulting Party may, in its sole discretion, extend the period for the remediation of any such Event of Default (if any).

8.8 Effect of Expiration or Termination

8.8.1 Mutual Obligations - Notwithstanding the expiration or termination of this Agreement, for any reason, each Party shall:

- (a) continue to be liable to pay, on the terms herein specified, any amount accrued or accruing and payable by such Party to the other up to the time of termination; and
- (b) in good faith use commercially reasonable efforts to assist the other Party to provide for the transition of the Billing Services from the Company to a Person designated by the Biller.

8.8.2 Rights of Company – Upon the expiration or termination of this Agreement, for any reason, and notwithstanding, and without in any way limiting, any provision of this Agreement in furtherance hereof or to the contrary, for the period commencing on the earlier of:

- (i) the expiration date of this Agreement, and
- (ii) the date on which either Party gives notice to the other in accordance with the terms of this Agreement that it intends to terminate this Agreement pursuant to the terms hereof,

and continuing until the later of:

- (iii) six (6) Billing Periods following the end of the Termination Transition (if applicable), and
- (iv) one hundred and eighty (180) days following the last date on which any Billing Services are provided to the Biller (including any Billing Services provided during the Termination Transition, if any),

(the "**Run-Off Period**") the Company shall be entitled:

- (a) to exercise all of its rights, and the Biller shall continue to comply with all of its obligations, under Sections 4.10 and 7.6;
- (b) to the benefit of the Company's rights under Section 7.3.1;
- (c) to require that the Biller post and maintain (in addition to any other Financial Assurances already provided to the Company hereunder) an irrevocable Letter of Credit or cash equivalent in an amount established by the Company pursuant to Part 3 of Appendix "D" (the "**Run-Off Financial Assurances**"); and for certainty, such requirement may apply, in the Company's sole discretion, notwithstanding that the Biller may not have otherwise been required to provide any Financial Assurances pursuant to the provisions of Appendix "D" prior to the commencement of the Run-Off Period;
- (d) to liquidate or exercise all or any part of the Financial Assurances then held by or for the benefit of the Company (including the Run-Off Financial Assurances) free from any claim of set-off or otherwise or right of any nature whatsoever of the Biller in respect of any Customer Billing Dispute (including costs related to investigation, settlement and refund of Customer Billing Disputes) which arises during the Run-Off Period and which is not resolved to the satisfaction of the Company in its sole discretion; and
- (e) without demand for payment, and without any other formality, all of which are hereby waived by the Biller, at any time and from time to time, to set off, appropriate and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) or security, including any cash or

other amounts at any time held by the Company, and any and all amounts to be remitted by the Company to the Biller, together with any other obligations (in whatever currency) at any time owing by the Company to or for the credit or the account of the Biller under this Agreement, against any and all of the obligations of the Biller to the Company now or hereafter existing under this Agreement, irrespective of whether or not the Company has made any demand under this Agreement and although such obligations of the Biller may be contingent or unmatured; and in this regard, each of the Parties hereto hereby waives, to the extent lawful, any "reasonable period" which may be imposed by a court prior to the exercise of such set-off, appropriation and application; and for certainty, the rights of the Company under this Subsection 8.8.2(e) are in addition to other rights and remedies (including other rights of setoff, consolidation of accounts and liens) that the Company may have; and the Company agrees to promptly notify the Biller at the time of or forthwith following any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application.

For certainty, the provisions of this Section 8.8.2 shall survive the expiration or termination of this Agreement for the duration of the Run-Off Period.

8.9 Additional Rights of Company on Event of Default

Upon the occurrence of an Event of Default of the Biller, in addition to any other rights it may have hereunder, the Company shall have the right, following written notice to the Biller of the Company's determination in this regard, to take any one or more of the following actions, as it may in its sole discretion determine necessary or appropriate:

- (a) suspension of the Billing Services, in whole or in part;
- (b) refusing to accept any new Customers for which Billing Services have been requested; or
- (c) making corrections or reversals to charges on Service Bills to correct Billing errors, including duplicate or erroneous charges.

8.10 Transition Plan

8.10.1 Termination Transition

- (a) Subject to Subsection 8.10.1(d), in connection with the expiration or termination of this Agreement for any reason or cause other than in accordance with Subsection 8.10.3, in accordance with this Article VIII the Company will, upon receipt of reasonable advance notice in respect thereof (the "**Transition Notice Period**"), co-operate with the Biller to effect the orderly transition and migration from the Company to the Biller (or a third-party service provider undertaking, on behalf of the Biller, to provide the Billing Services (the "**Third Party Provider**")) of all Billing Services then being performed by the Company (the "**Termination Transition**") provided that (i) all amounts owed by the Biller

to the Company under this Agreement have been paid, except for those amounts which are subject to a dispute under Section 7.7, and that (ii) the Company is paid for any additional services as provided in this Subsection 8.10.1. The Termination Transition will be provided for a reasonable period of time as agreed by the Parties and in any event until the period ending ninety (90) days after the Final Billing Date (the "**Transition Period**"). The Biller will co-operate in good faith with the Company in connection with the Company's obligations under this Section 8.10 and will perform its obligations under the Transition Plan (as such term is defined below) and as set out in this Agreement.

- (b) In furtherance of the parties obligations in Subsection 8.10.1(a), the Company and the Biller will work together to develop a transition plan (the "**Transition Plan**") setting forth the respective tasks to be accomplished by each Party in connection with the Termination Transition and a schedule pursuant to which such tasks are to be completed, and the Billing Services to be provided by the Company, including the fees and expenses to be charged by the Company therefor in addition to those payable under this Agreement for Billing Services that continue to be provided or that are otherwise outstanding. In the event the Company and the Biller are unable to agree upon a transition plan during the Transition Notice Period, the Standard Transition Plan will be implemented and the Company will at the time of such implementation notify the Biller as to the fees and expenses to be charged by the Company therefor in addition to those payable under this Agreement for Billing Services that continue to be provided or that are otherwise outstanding.
- (c) The Company will assist the Biller at the Biller's expense in the provision of the Biller's data in such formats as the Biller may reasonably require in order to facilitate the transition of such data to another system.
- (d) Notwithstanding Subsection 8.10.1(a), if the Company terminates the Agreement as a result of the occurrence of any Event of Default set out in Subsection 8.7(b) or 8.7(c), then the Company shall only be obligated to provide transition assistance to the Biller for the period from (A) the date on which the Company provides the Biller notice that services under this Agreement will be terminated, until (B) the Final Billing Date, as provided in the Standard Transition Plan.

8.10.2 Transition Assurances

- (a) Prior to the Company providing any termination assistance to a Third Party Provider, as contemplated in Subsection 8.10.1(a), the Biller will cause the Third Party Provider to provide the Company with written assurances, in form and substance satisfactory to the Company acting reasonably, that the Third Party Provider (i) will maintain the confidentiality of any Company proprietary information incidentally or otherwise disclosed or provided to, or learned by, the Third Party Provider in connection with the Termination Transition and (ii) will use such information exclusively for the provision of applicable services for the Biller during the Termination Transition or, where such Third Party Provider

is not a competitor of the Company, such longer period of time agreed to by the Company acting reasonably. The Company will provide the Biller with the form of confidentiality agreement which it would find acceptable in order to facilitate the Termination Transition.

- (b) For so long as this Agreement remains in effect and during the Termination Transition but subject to the last sentence of this Subsection 8.10.2(b), the Biller will pay to the Company the charges set forth in this Agreement and in the Transition Plan. If the Termination Transition provided by the Company under this Section 8.10 or the Transition Plan requires personnel or other resources in excess of those resources being provided by the Company under this Agreement at the effective date of expiration or termination, the Biller will pay the Company for such additional personnel and resources at the Company's then current commercial billing rates on such periodic basis as required by the Company.

8.10.3 Program Termination Transition

- (a) If the Company determines to terminate the 'Open Bill Program' for all billers who obtain Billing Services pursuant to an agreement in the form of, or substantially in the form of, this Agreement (collectively, the "**Program Billers**"), then the Company shall co-operate with the Biller to effect the orderly transition and migration from the Company to the Biller (or a third-party service provider undertaking, on behalf of the Biller, to provide the Billing Services) of all Billing Services then being performed by the Company pursuant to the program transition plan established by the Company pursuant to this Subsection 8.10.3.
- (b) Upon the Company determining to terminate the 'Open Bill Program' and following the Company providing notification to the Biller and all other Program Billers of such determination, the Company shall make reasonable efforts to consult with the Biller and all other Program Billers to establish a program transition plan which is generally acceptable to all Program Billers; provided that if the Company is not able to establish such a plan within sixty (60) days of such notification, then, subject only to paragraph (d) of this Subsection 8.10.3, the Company shall be entitled to establish such a program transition plan, as it may determine, in its sole discretion, most completely meets the requirements and requests of the Company and the Program Billers.
- (c) Upon the Company establishing the program transition plan, it shall notify the Biller and all other Program Billers thereof.
- (d) Notwithstanding to paragraph (b) of this Subsection 8.10.3, the transition services provided by the Company pursuant to the program transition plan (the "**Transition Services**") will be provided (A) in the same manner, *mutatis mutandis*, to all Program Billers and (B) to the Biller for the longer of (i) twelve (12) months following delivery of notification of the program transition plan pursuant to paragraph (c) of this Subsection 8.10.3, and (ii) the longest period of

time for which the Company provides such Transition Services to any of the Program Billers.

- (e) The Biller will co-operate in good faith with the Company in connection with the Company's obligations under this Subsection 8.10.3 and will perform its obligations in connection with any such Transition Services. The Company's obligation to provide Transition Services shall be subject to the Biller's continued compliance with the relevant terms and conditions of this Agreement.

ARTICLE IX – FINANCIAL ASSURANCES AND INSURANCE

9.1 Requirement for Financial Assurances

Contemporaneously with the execution of this Agreement and at any time during the Term, the Transition Period and the Run-Off Period, the Company may, upon notice to the Biller, require the Biller to provide the Company, and the Biller shall provide if the Company so requests, financial assurances in respect of the Biller's obligations hereunder in the amount and of the type required by the Company (the "**Financial Assurances**"), all in accordance with the terms set out in Appendix "D". Initially, the Financial Assurances required by the Company to be provided by the Biller shall be those set out in Appendix "D".

9.2 Nature of Financial Assurances

Any request for such Financial Assurances shall be based upon the creditworthiness of the Biller (or such other criteria as may be set out in this Agreement or the Open Bill Manual), and shall be consistent with the Company's then current 'Financial Assurances Policy for Open Bill Services', and which Policy shall be a part of the Open Bill Manual. Such Financial Assurances may consist of an irrevocable letter of credit in a form and from an issuer acceptable to the Company and/or such other security as the Company may specify. Such Financial Assurances may relate to the Biller's obligations hereunder or to the Biller's requests of the Company for an extension of the Term or for other revisions to the terms hereof.

9.3 Realization Upon Financial Assurances

The Company shall be entitled to realize upon any Financial Assurances in the manner and to the extent provided for and set out in this Agreement, including Appendix "D", and such Financial Assurances.

9.4 Insurance

- 9.4.1 Biller Insurance – The Biller shall, at its own expense, maintain and keep in full force and effect during the Term commercial general liability insurance having a minimum inclusive coverage limit, including personal injury and property damage, of at least two million dollars (\$2,000,000). Subject to the terms of the following sentence, the Company shall be added as an additional insured in the Biller's insurance policy, which should be extended to cover contractual liability, products/completed operations liability, owner's/contractor's protective liability and must also contain a cross-liability

clause. The Biller shall, forthwith after entering into this Agreement, and from time to time thereafter at the request of the Company (but no more often than twice per year), furnish to the Company a memorandum of insurance or an insurance certificate setting out the terms and conditions of each policy of insurance (all such policies of insurance being hereinafter described as the "**Biller Insurance Policies**") maintained by the Biller in order to satisfy the requirements of this Section 9.4.1. The Biller shall arrange the Biller Insurance Policies with insurers acceptable to the Company, acting reasonably. The Biller shall not cancel, terminate or materially alter the terms of any of the Biller Insurance Policies without giving prior notice in writing to, and obtaining the consent of, the Company. The Biller shall cause or arrange for each of the insurers under the Biller Insurance Policies to oblige itself contractually in writing to the Company to provide thirty (30) days prior notice in writing before cancelling or terminating the Biller Insurance Policies under which it is an insurer.

- 9.4.2 Company Insurance – The Company shall, at its own expense, maintain and keep in full force and effect during the Term commercial general liability insurance having a minimum inclusive coverage limit, including personal injury and property damage, of at least two million dollars (\$2,000,000). Subject to the terms of the following sentence, the Biller shall be added as an additional insured in the Company's insurance policy, which should be extended to cover contractual liability, products/completed operations liability, owner's/contractor's protective liability and must also contain a cross-liability clause. The Company shall from time to time at the request of the Biller (but no more often than twice per year), furnish to the Biller a memorandum of insurance or an insurance certificate setting out the terms and conditions of each policy of insurance (all such policies of insurance being hereinafter described as the "**Company Insurance Policies**") maintained by the Company in order to satisfy the requirements of this Section 9.4.2. The Company shall not cancel, terminate or materially alter the terms of any of the Company Insurance Policies without giving prior notice in writing to, and obtaining the consent of, the Biller. The Company shall cause or arrange for each of the insurers under the Company Insurance Policies to oblige itself contractually in writing to the Biller to provide thirty (30) days prior notice in writing before cancelling or terminating the Company Insurance Policies under which it is an insurer.

ARTICLE X – CONFIDENTIALITY

10.1 Purpose, Title and Use

- 10.1.1 Purpose - Each Party may disclose to the other Confidential Information for the sole purpose of the Biller being provided with the Billing Services by the Company (collectively the "**Purpose**").
- 10.1.2 Title - Each Party agrees that all right, title and interest in the Confidential Information disclosed by the Owning Party, including all discoveries, concepts and ideas derived from the Confidential Information, as between the Parties, are the exclusive property of the Owning Party.

- 10.1.3 Use - The disclosure of Confidential Information by the Owning Party is in strictest confidence and thus the Receiving Party agrees:
- (a) to use the Confidential Information only for the Purpose and shall not disclose the Confidential Information to any third party other than the employees, officers, directors, contractors or consultants (subject to the obligations of this Section 10.1.3(a)) of the Receiving Party or its Affiliates (collectively referred to as the "**Representatives**") who have a need to know the Confidential Information in order to accomplish the Purpose or with the prior written consent of the Owning Party;
 - (b) to advise each Representative, before he or she receives access to the Confidential Information, of the obligations of the Receiving Party under this Agreement;
 - (c) with respect to contractors or consultants, to obtain in advance of any disclosure of Confidential Information the prior written agreement of the Owning Party, as well as the written agreement from such contractor or consultant to comply with the terms and conditions set forth in this Agreement; and provided that this provision shall not apply in respect of a Party's legal advisors or auditors;
 - (d) to be responsible for the breach of any provision of this Agreement by any Representatives;
 - (e) to use at least the same degree of care to maintain the Confidential Information as confidential as the Receiving Party uses in maintaining its own confidential information, but always at least a reasonable degree of care;
 - (f) subject to the Parties' potential obligations under Section 10.2, within fifteen (15) days following the request of the Owning Party, to return to the Owning Party all materials to the extent containing any portion of the Confidential Information or confirm to the Owning Party, in writing, the destruction of such materials, except where such Confidential Information is stored electronically or otherwise in a manner which would render the return or destruction of such Confidential Information not reasonably possible, provided it shall remain subject to the confidentiality obligations hereof; and
 - (g) that the Confidential Information provided by the Owning Party shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Receiving Party or its Representatives without the prior written consent of the Owning Party, except for such copies, reproductions, summaries and storage as are strictly required for the Purpose and for evaluating the matters under discussion, it being agreed, however, that such copies, reproductions, summaries and storage shall be accorded the same confidential treatment as the originals thereof.

10.2 No Disclosure to Other Persons

- 10.2.1 The Parties acknowledge and agree that each of the Parties shall have the right to retain necessary Confidential Information which it may determine acting reasonably (the "**Retained Confidential Information**") is required for use by such Party in connection with any submission made to or proceeding made before the OEB whether through written or oral hearing or technical conference (collectively referred herein as the "**Regulatory Proceedings**"). Each of the Parties further agree that it shall not disclose all or any portion of the Retained Confidential Information in connection with Regulatory Proceedings, whether in order to respond to interrogatories or cross-examination of the Parties' witnesses or otherwise, without first seeking the consent of the Owing Party. If such consent is not provided, the Receiving Party shall seek confidential treatment for the Retained Confidential Information pursuant to the OEB's Practice Direction on Confidential Filings. The Receiving Party shall use all reasonable commercial efforts to promptly notify the Owing Party, prior to disclosing any Confidential Information, including the Retained Confidential Information, pursuant to this Section 10.2.1.
- 10.2.2 Except as provided in Section 10.2.1, in the event a Receiving Party becomes legally compelled, after having exhausted all reasonable commercial efforts as provided in Section 10.2.1 (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process by court order of a court of competent jurisdiction, or in order to comply with applicable requirements of any stock exchange, government department or agency or other regulatory authority, or by requirements of any Applicable Laws) to disclose any Confidential Information, the Receiving Party will (i) promptly notify the Owing Party of the obligation to make such disclosure and (ii) assert the confidentiality of such Confidential Information, in order to permit the Owing Party to seek an appropriate protective order or other protective remedy. The Receiving Party shall not oppose any action by the Owing Party to obtain an appropriate protective order or other remedy. In the event that either such protective order or other remedy is not obtained by Owing Party or Owing Party waives compliance with the provisions of this Agreement, the Receiving Party will disclose only that portion of the Confidential Information which the Receiving Party is legally obliged (based on advice of legal counsel) to disclose to the appropriate authorities.
- 10.2.3 For the purpose of Sections 10.2.1 and 10.2.2, a Party who is at the relevant time a member of a trade, professional, or business organization (an "**Association**") that participates in Regulatory Proceedings as representative of or on behalf of such Party may disclose Retained Confidential Information to that Association for the purposes of participating in Regulatory Proceedings as long as that Association becomes bound by the same obligations of confidentiality as such Party has pursuant to this Agreement with respect to that Retained Confidential Information.

10.3 Remedies

- 10.3.1 Each Party acknowledges and agrees that the Owing Party will suffer irreparable harm if the Receiving Party fails to comply with any of the obligations under this Article X and that monetary damages will be inadequate to compensate the Owing Party for any breach or attempted breach. Accordingly, in addition to any other remedies available to

the Owning Party at law or in equity, or under the terms of this Agreement, each Party, as a Receiving Party, agrees that the Owning Party shall be entitled, as a matter of right, and the Receiving Party shall not oppose the Owning Party's right, to seek equitable relief including an interim injunction, specific performance or other similar relief against the Receiving Party. No waiver of any violation shall be deemed or construed to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies provided on an Event of Default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

10.3.2 Further, the Receiving Party shall indemnify and hold the Owning Party harmless against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered, sustained, paid or incurred by the Owning Party as a result of any breach of this Article X by the Receiving Party or any other Person receiving Confidential Information under this Agreement.

10.4 Confidentiality Of Agreement

Except to the extent necessary to perform its obligations hereunder or to comply with any Applicable Laws, no Party shall, without the prior written consent of the other Party, disclose to any third party the terms or conditions of this Agreement; and provided that this provision shall not apply in respect of a Party's legal advisors or auditors.

ARTICLE XI – GENERAL CONTRACT PROVISIONS

11.1 Notice

All notices, directions, documents of any nature required or permitted to be given by one Party to the other pursuant to this Agreement (in each case, a "**Notice**") shall be in writing and shall be delivered personally or by courier or sent by e-mail as follows:

(a) in the case of the Company, to it at:

Enbridge Gas Distribution Inc.
500 Consumers Road
Toronto, Ontario M2J 1P8
Email: EGDOpenBillAdmin@enbridge.com
Attention: Manager, Billing Relationships

With a copy to:

Enbridge Gas Distribution Inc.
500 Consumers Road
Toronto, Ontario M2J 1P8
Email: EGDILaw Contracts@enbridge.com
Attention: VP Gas Distribution Law

(b) in the case of the Biller, to it at:

[Open Bill Participant]
[Address 1]
[Address 2]
Email: <*>

With a copy to:

[Open Bill Participant]
[Address 1]
[Address 2]
Email: <*>

or at such other address of which the addressee may from time to time have notified the addressor pursuant to this Section 11.1. A Notice shall be deemed to have been received on the day it is delivered if delivered personally or by courier. A Notice sent by e-mail shall be deemed to have been received on the day it is sent, provided no incomplete or bounce-back error transmission is received by the sending Party. If such day is not a Business Day or if the Notice is received after 5:00 p.m. (at the place of receipt), the Notice shall be deemed to have been received on the next Business Day.

11.2 Further Assurances

The Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each Party will at any time and from time to time execute and deliver or cause to be executed and delivered such further instruments and take such further actions as may be reasonably requested by the other Party in order to cure any defect in the execution and/or delivery of this Agreement.

11.3 Waiver

No waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all covenants in this Agreement. For certainty, and without in any way limiting the foregoing, no default by a Party in fulfilling any of its obligations will be waived or deemed to have been waived by any examination, inspection or review by the other Party. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

11.4 Amendments

Unless indicated otherwise in this Agreement, no additions, deletions, extensions or modifications of this Agreement shall be binding on either Party unless made in writing and signed by both Parties.

11.5 Force Majeure

If the Company's performance of any of its obligations under this Agreement is prevented, hindered or delayed by reason of fire, flood, earthquake, explosion or other casualty or accident or act of God, war or other violence, or any laws or regulations, order, proclamation, regulation, ordinance, demand or requirement of any Governmental Authority or other similar event outside the Company's reasonable control (including labour unrest with respect to the labour force of the Company or a third party) (in each case, a "**Force Majeure Event**"), then the Company will be excused for such non-performance, hindrance or delay, as applicable, of those obligations for as long as such Force Majeure Event continues.

11.6 Relationship between the Parties

Except as expressly and specifically provided for in this Agreement, neither the Company nor the Biller will be deemed by virtue of this Agreement an agent of the other. Any and all joint venture or partnership status between the Parties is hereby expressly denied, and the Parties acknowledge that they have not formed either expressly or impliedly, a joint venture or partnership.

11.7 Successors and Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, but neither Party shall transfer or assign this Agreement, or any of the rights, entitlements, duties, or obligations under this Agreement, to any Person without the prior written consent of the other Party, acting reasonably. Notwithstanding the foregoing, upon written notice by the Company to the Biller, the Company may assign this Agreement or all of its rights, entitlement, duties and obligations under this Agreement to any Affiliate or successor in either case approved by the OEB.

11.8 Counterparts

This Agreement, and any amendment, supplement or schedule to this Agreement, may be executed in any number of counterparts, and may be executed using electronic signatures. The executed signature page(s) from each counterpart may be joined together and attached to an original and together shall constitute one and the same instrument. Exchange of counterparts of a document of this Agreement may be provided by e-mail delivery or other electronic means.

11.9 Substitution of Agreement

The Prior Agreement is hereby amended and restated effective as of the Effective Date, and thereafter replaced by this Agreement. As of and from the Effective Date, all references to the Prior Agreement in any other agreement, document or instrument shall be to the Prior Agreement as amended and restated by this Agreement. For certainty, the execution and delivery of this Agreement shall not affect any action taken, payment made under or pursuant to, or reliance on the Prior Agreement. Any conduct of either Party prior to the Effective Date and discovered by the other Party either prior to or after to the Effective Date of shall be governed by the terms of the Prior Agreement.

11.10 Time of the Essence

Time is of the essence of this Agreement and of every provision of this Agreement. Extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

[Remainder of page intentionally left blank – next page is signing page.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

ENBRIDGE GAS DISTRIBUTION INC.

By: _____
Name: _____
Title: _____

[OPEN BILL PARTICIPANT]

By: _____
Name: _____
Title: _____
I have the authority to bind the Corporation.

APPENDIX "A"

BILLING SERVICES

The Company is providing billing services, the scope of which is described below. The Billing Services will produce either a shared monthly bill that includes Distribution Charges or a standalone monthly bill which does not include Distribution Charges for each Customer identified by the Biller in the manner contemplated herein. ALL BILLING SERVICES ARE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN BILL MANUAL. THE BILLER ACKNOWLEDGES RECEIPT OF A COPY OF THE OPEN BILL MANUAL AS OF THE DATE OF THIS AGREEMENT.

Service Function Provided	Description of Service
Account Set Up & Management	<p>Biller will initiate and Company will receive and process requests for the establishment of a customer account (as either shared or standalone) through the use of transaction interface files communicated by Biller to Company, for customer accounts within Company's franchise territory.</p> <p>If, in any twelve (12) month period, the effort to set up Customer accounts (for Customers receiving a standalone Service Bill that does not include Distribution Charges) exceeds one hundred (100) hours, then Biller will be charged by Company for such incremental effort at a rate that is the lesser of: (i) the actual cost to set up such accounts based on an hourly rate of \$60.00 (sixty dollars) per hour; and (ii) a flat charge of \$20.00 (twenty dollars) per Customer account set up.</p> <p>Company will process updates to the customer record (i.e. names, phone numbers, etc.).</p> <p>Company will support rate ready transactions, financing and rental contracts in Company's CIS system in a rate ready format.</p> <p>Company will support all bill ready transactions in Company's CIS system received from Biller.</p>
Call Centre	<p>Company will provide "core" Customer billing inquiries (e.g. amount billed, when billed, etc.).</p> <p>For product/service specific information, Customer will be directed to the Biller for response.</p> <p>Company will handle "core" Customer billing inquiries redirected by Biller to Company.</p> <p>Company will direct customers to call Biller when detailed product information is required by Customer.</p> <p>Company will respond to any written or email inquiries that are "core" Customer billing inquiries (e.g. amount billed, when billed, etc.).</p> <p>Any product/service specific inquiries will be directed to Biller for</p>

Service Function Provided	Description of Service
	response.
Billing Hotline	<p>Company will provide Biller with dedicated support for billing inquiries. This service is for use by Biller personnel only and will provide consultation on Customer billing information, account status and account details held within Company's CIS system.</p> <p>Hours of the "hotline" operation will match Company's current billing inquiries hours (8AM - 6PM – during Business Days).</p>
Billing	<p>All transactions must be in the format specified in the Open Bill Manual.</p> <p>All transactions must pass a Company edit in order to be input on a Service Bill.</p> <p>Rejected transactions will be sent back to Biller via an electronic file.</p> <p>All transactions to be presented on the Service Bill will be comprised of charges related only to Customer Services.</p> <p>All Company billing exceptions (i.e. unpostables, no bills, etc.) will be reviewed and resolved.</p> <p>Company will process all adjustment transactions from Biller that are communicated to Company in the form of a transaction interface file that complies with the requirements of the Open Bill Manual and passes the Company's edit requirements.</p> <p>Company will process billing adjustments as a result of a CIS processing or Company error and issue an incremental Service Bill to Customer to correct such billing error, if required.</p> <p>Company will provide Biller with backbilling services, for items such as rate ready rental equipment, for the period the gas meter is turned off due to non payment, when the account is resumed in the same name.</p> <p>Company will randomly review Service Bills on a daily basis to ensure billing accuracy for Biller's rate ready charges.</p> <p>Company will process move transactions initiated by Customer via telephone or written correspondence.</p> <p>All rate ready transactions will be calculated based on rates and charges provided by Biller. The rate change process will be provided in accordance with the Open Bill Manual.</p> <p>If Customer disputes Biller's charge, Company will transfer the dispute to Biller for investigation and resolution, and otherwise handle such dispute in accordance with Section 7.6.</p> <p>Biller shall be entitled to have aggregated statements (i.e. information relating to multiple account to be presented on one or more Service</p>

Service Function Provided	Description of Service
	Bill(s)) rendered and issued each month.
Bill Presentment	<p>Biller charges/credits will be displayed on the Biller's portion of the "Charges from Other Companies" section of the Service Bill.</p> <p>Line items to be presented on the Service Bill will be limited to the Customer Services. Company will print Biller specific logos, based on Company's pre-determined printing requirements.</p> <p>Up to six items per Biller may be presented on each Service Bill per month. Bills that exceed the six item limit will be subject to an additional charge.</p> <p>Company will provide Biller with space for a monthly four line bill message, incremental to the product description line, which will be located on the right side of the Service Bill opposite Biller's charges.</p>
Bill Print & Mailing	<p>Company will support all aspects of bill print, including a daily audit of print quality, and will provide corrections if necessary.</p> <p>Company's bill mailing will be compliant with Canada Post standards.</p> <p>Returned mail will be reviewed and information updated, when available.</p>
Rental Equipment	Where rate ready rental equipment is attached to Customer's premises within the CIS system, Company will transfer the rental to the new Customer when a Customer move occurs, and inform Biller.
Finance	Company will purchase the Receivables Entitlements from Biller on the applicable Payment Date.
Settlement	Company will pay the Payment Amount to Biller in accordance with the Agreement.

APPENDIX "B"

CHARGES

For purposes of the Agreement:

"Billing Fee" is, as of January 1, 2018, one dollar and one and five-tenth cents (\$1.015) for each Service Bill delivered pursuant to the Agreement which includes Distribution Charges, and two dollars and thirty-two and six-tenths cents (\$2.326) for each Service Bill delivered pursuant to the Agreement which does not include Distribution Charges, in each case, as adjusted by the Billing Fee Adjustment, from time to time;

"Billing Fee Adjustment" means, an increase to the Billing Fee, to be applied at the Company's sole discretion effective as of January 1 in each calendar year upon delivery of notice to the Biller, in an amount not to exceed an amount equal to the annual change in The Canadian Consumer Price Index, All Items, as published by Statistics Canada to a maximum amount equal to two and one-half percent (2.5%) of the aggregate Billing Fees paid or payable, in each case, for the preceding calendar year, as measured in November of such preceding calendar year, provided that such Billing Fee adjustment is applicable to all third parties under contract with the Company for the provision of services similar to the Billing Services;

"Corrective Costs" means the reasonable, incremental third-party costs incurred by the Company, acting reasonably, to investigate, correct or otherwise address breaches or possible breaches by the Biller of any of its covenants, obligations, representations or warranties in Section 2.6 or Section 7.1; and such costs may include the cost of outside legal advice, auditors, consultants and investigators engaged by the Company to investigate or follow-up on such breaches; for certainty, such third-party costs shall not be considered 'incremental' if they are in regard to the regular and recurring services provided by the Company or by the relevant third-party to the Company in connection with the Open Bill Program;

"Pre-Payment Amount" means the Billing Fee pre-payment in the amount of either: (i) \$2,500 (or the balance thereof remaining from the Pre-Payment Amount, if any, paid under the Prior Agreement), or (ii) if the Biller was a party to any open bill access billing and collection services agreement entered into prior to January 1, 2013, nil. The Pre-Payment Amount is an amount to be paid by the Biller to the Company prior to the initial provision of services by the Company to the Biller under this Agreement in recognition of costs to be incurred by the Company with respect to putting in place the Billing Services. The Company shall set-off the Billing Fee, as invoiced to the Biller from time to time against the Pre-Payment Amount until the Pre-Payment Amount has been reduced to zero. If this Agreement is terminated prior to end of its Term and there remains any unapplied Pre-Payment Amount, then fifty per cent (50%) of such amount may be retained by the Company; and

"Biller Percentage" is, as of January 1, 2018, (ninety-nine and fifty-one hundreds per cent (99.51%)), as such percentage may be adjusted at the Company's sole discretion based on the Company's actual bad debt incurred in the prior calendar year, effective as of January 1 in each calendar year (written notification of which will be provided by January 31 of the calendar year in which it is applicable); provided that such change is applicable to all third parties under contract with the Company for the provision of services similar to the Billing Services; and

provided that in no event shall the Biller Percentage be less than 100% minus the sum of: (A) the Company's actual bad debt, expressed as a percentage of the Company's total accounts receivable in the prior calendar year; plus (B) 0.03%.

APPENDIX "C"

SERVICE LEVELS

<i>1 - Bill Delivery for Service Bills</i>	
Objective	To deliver Service Bills in a timely manner to the Biller's customers.
Definition	<p>Service Bills are to be delivered to Canada Post (at the point of entry into the Canada Post system and at the time of day required by Canada Post as defined by Canada Post) on the same day as printed.</p> <p>Service Bills conveyed electronically ("e-bills") are to be posted to the Company's e-bill service provider's website on the same day they are generated.</p>
Data Capture	The Company will track and report the timely delivery to Canada Post of each cycle (or part thereof) of all bills printed by the Company that include Distribution Charges together with printed Service Bills that do not contain Distribution Charges (collectively the "Total Printed Bills") to Canada Post and the timely posting of e-bills to the Company's e-bill service provider's website each day.
Measurement Interval	Bill delivery statistics (volumes and date/time of day) for Total Printed Bills will be monitored and maintained for all billing cycles daily and aggregated on a monthly basis and assessed annually.
Method of Calculation	<p>Delivery Same Day as Printed:</p> <p>For each billing day, (the aggregate number of Total Printed Bills that are delivered to Canada Post same day as printed + the total number of e-bills that are posted to the Company's e-bill service provider's website for same day delivery), divided by (the aggregate number of Total Printed Bills due to be delivered to Canada Post for each billing cycle + the total number of e-bills due to be posted to the Company's e-bill service provider's website), times 100.</p> <p>Delivery Next Business Day:</p> <p>For each billing day, (the aggregate number of Total Printed Bills that are delivered to Canada Post same day as printed + the total number of e-bills that are posted to the Company's e-bill service provider's website for same day delivery + the aggregate number of Total Printed Bills that are delivered to Canada Post by next Business Day + the total number of e-bills posted to the Company's e-bill service provider's website by next Business Day) divided by (the aggregate number of Total Printed Bills due to be delivered to Canada Post for each billing cycle + the total number of e-bills due to be posted to the Company's e-bill service provider's website), times 100.</p>
Reporting Period	Monthly and annual reporting
Service Level	<p>95% of Total Printed Bills delivered to Canada Post and 95% of e-bills posted to the Company's e-bill service provider's website for same day as printed and delivery, with 100% being delivered by next Business Day.</p> <p>This must occur 98% of the time for the total annual number of billing cycle days.</p>

<i>2 - Bill Messages for Service Bills</i>	
Objective	To make certain that there are no incorrect bill messages included on the Service Bills.
Definition	An incorrect bill message is any bill message printed on the Service Bill that was delivered to the Customer and not scheduled to appear on the Service Bill or a bill message that was scheduled to appear on the Service Bill that was not printed on the Service Bill.
Data Capture	The Company will track the number of infractions that occur on the Service Bills by physically reviewing a representative sampling of completed mailings and posted e-bills each billing cycle day.
Measurement Interval	Reviewed daily and measured monthly at the end of each Billing Period.
Method of Calculation	The total number of mailing envelope message infractions divided by the total number of mailing envelopes mailed, times 100%
Reporting Period	Monthly
Service Level	Zero infractions 98% of the time.

<i>3 – Billing Exceptions Processing</i>	
Objective	To make certain that all billing exceptions are completed in a timely manner.
Definition	A billing exception is a condition that causes the Service Bill to not be issued for delivery to the Customer as per the Company's meter reading and billing schedule.
Data Capture	The Company will track and report all billing exceptions.
Measurement Interval	All billing exceptions will be identified and measured to determine if they have been resolved on or before the Customer's next regularly scheduled billing cycle day.
Method of Calculation	The total number of billing exceptions that are completed on or before the Customer's next regularly scheduled billing cycle day, divided by the total number of billing exceptions to be completed on or before the Customer's next regularly scheduled billing cycle day, times 100.
Reporting Period	Monthly.
Service Level	Fix 95% of billing exceptions before the Customers' next regular Service Bill is issued for delivery to the Customer as per the Company's meter reading and billing schedule.

APPENDIX "D"

FINANCIAL ASSURANCES

PART 1 - FINANCIAL ASSURANCES

Pursuant to Section 9.1 of the Agreement, but subject to the following paragraph, [the Biller][the Guarantor] will be required to post and maintain, at all times during the Term and Termination Transition (if applicable) and for a period of six (6) Billing Periods thereafter, (please check appropriate box below):

INITIA LC

- ☐ [[a parental guarantee, substantially on the terms attached hereto¹]]
- ☐ an irrevocable Letter of Credit, substantially on the terms attached hereto
- ☐ a cash equivalent, satisfactory to the Company

for an amount which is not less than the following: \$●.

Notwithstanding the following paragraph, the requirement to provide Financial Assurances set out in Section 9.1 of the Agreement shall not apply to any Biller if: (A) during any Billing Period, the total number of Service Bills for which the Company provided Billing Services in the six completed Billing Periods prior to, but not including, such Billing Period, was less than seven thousand two hundred (7,200); and (B) such Biller has provided to the Company a notice pursuant to Section 4.7.2 of the Agreement to set-off payment of the Fee Invoice against payment to the Biller of the Payment Amount as contemplated therein.

Subject to the preceding paragraph, the requirement to provide Financial Assurances set out in Section 9.1 of the Agreement shall not apply to any Biller if, at the time of execution of this Agreement: (A) the Biller anticipates that the number of Service Bills for which the Company will provide Billing Services during the first twelve (12) Billing Periods of this Agreement will not exceed fourteen thousand four hundred (14,400), and (B) such Biller has provided to the Company a notice pursuant to Section 4.7.2 of the Agreement to set-off payment of the Fee Invoice against payment to the Biller of the Payment Amount as contemplated therein.

PART 2 - REALIZATION ON FINANCIAL ASSURANCES

In addition to any other rights in respect thereof set out in the Agreement, the Company shall be able to liquidate or exercise all or any part of any Financial Assurances then held by or for the benefit of the Company free from any claim of set-off or otherwise or right of any nature whatsoever of the Biller:

- (a) in respect of any obligation of the Biller to pay any amount to the Company, and which obligation has become an Event of Default of the Biller;

¹ NTD: The reference to parental guarantee may be inserted if the Guarantor has been approved by the Company pursuant to the Open Bill Manual

- (b) in respect of any claim for indemnity made by the Company pursuant to Section 7.3.1 and in respect of which the Biller does not dispute the claim or the claim is the subject of a final and binding arbitration decision made pursuant to Section 7.7 or by a court of competent jurisdiction; or
- (c) in respect of any cost or expense incurred by the Company as a result of the Biller's failure to fulfill or comply with any of its obligations pursuant to this Agreement.

PART 3 - ADJUSTMENT OF FINANCIAL ASSURANCES

- (a) The amount and type of the Financial Assurances may be adjusted from time to time in accordance with the provisions of Article IX, Section 8.8.2(c), this Appendix "D" and Appendix I – 'Financial Assurances' of the Open Bill Manual.
- (b) Without in any way limiting the foregoing, if, at any time during the Term: (A) the Company has reasonable grounds to believe that the Biller's (or the Guarantor's) creditworthiness or the Biller's performance under this Agreement has or may become unsatisfactory; (B) there is a material adverse change in market conditions; (C) there occurs a change in OEB policies or requirements; or (D) for any other reason set out in this Appendix "D", the Company may provide the Biller with notice requiring the Biller to post additional or increased Financial Assurances in a form, amount and for a duration identified by the Company in a commercially reasonable manner and agreed upon with the Biller. Upon receipt of a notice pursuant to this subsection, the Company and the Biller shall have the period of days specified in the notice (which shall be no less than fifteen (15) Business Days) to settle and agree upon the form, amount and duration of such additional or increased Financial Assurances.
- (c) As contemplated in Section 8.8.2(c), in connection with the expiration or termination of this Agreement for any reason, the Company may, in its sole discretion, provide the Biller with notice requiring the Biller to post new, additional or increased Financial Assurances for the duration of the Run-Off Period in a form and amount determined by the Company and which amount is based on the Company's reasonable expectation of the amounts which the Company may determine to pay out as a result of any Customer Billing Disputes arising during the Run-Off Period (and provided that the Company shall only be entitled to require the Biller to post and maintain Run-Off Financial Assurances of 5% of the Biller's annual billed amounts during the most recent 12 month period, to a maximum amount of \$5 million), and the Biller acknowledges and agrees to accept such amount as determined by the Company, acting reasonably. Upon receipt of a notice pursuant to this subsection, the Biller shall have the period of days specified in the notice (which shall be no less than fifteen (15) Business Days) to provide the Financial Assurances set out in such notice.
- (d) If the new, additional or increased Financial Assurances contemplated in this Appendix are:
 - (i) not agreed upon, or
 - (ii) not provided to the Company,

within the specified period, the Biller shall thereupon be deemed to be in default under this Agreement and the Company shall, in addition to any of its other rights hereunder, thereafter have the option to terminate this Agreement in accordance with the terms hereof.

APPENDIX "E"

ANNUAL FORECAST – 2018/2019

The form to be used to prepare an Annual Forecast pursuant to Section 2.5.1 for those periods, if any, to which a required Annual Forecast applies is set out below.

Biller's 12 month forecast for Service Bills.

	<hr/>					
	Year 2018					
Service	January	February	March	April	May	June
Number of Service Bills						
Service	July	August	September	October	November	December
Number of Service Bills						
	<hr/>					
	Year 2019					
Service	January	February	March	April	May	June
Number of Service Bills						
Service	July	August	September	October	November	December
Number of Service Bills						

Annual Forecast:

APPENDIX "F"

BILLER'S INTELLECTUAL PROPERTY

See attached Trademark License Agreement.

APPENDIX "G"

STANDARD TRANSITION PLAN

Definitions

For the purposes of this Standard Transition Plan the following terms shall have the meanings set out below.

"Notice Date" means the date on which Company provides Biller notice that services under this Agreement will be terminated.

"Final Billing Date" means either:

- (i) in the case of a Biller for which the Company provides Billing Services with respect to less than an average of 5,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the earlier of (a) the Notice Date plus sixty (60) calendar days, and (b) the end of the next complete Billing Period after the Notice Date; or
- (ii) in the case of a Biller for which the Company provides Billing Services with respect to an average of 5,000 or more but less than 250,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the earlier of (a) the Notice Date plus ninety (90) calendar days, and (b) the end of the second complete Billing Period after the Notice Date; or
- (iii) in the case of a Biller for which the Company provides Billing Services with respect to an average of 250,000 or more but less than 500,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the earlier of (a) the Notice Date plus one hundred and twenty (120) calendar days, and (b) the end of the third complete Billing Period after the Notice Date; or
- (iv) in the case of a Biller for which the Company provides Billing Services with respect to an average of 500,000 or more but less than 750,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the Notice Date plus one hundred and eighty (180) calendar days; or
- (v) in the case of a Biller for which the Company provides Billing Services with respect to 750,000 or more Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the Notice Date plus three hundred and sixty-five (365) calendar days.

"Final Invoice Date" means the Final Billing Date plus 6 Cycle Days.

Assumptions

- Biller will not require services from Company to migrate their billing data to Biller or to a third party service provider. Should this not be the case Company will respond to any request for the provision of such data on or before [Notice Date + 30 calendar days].

Customer Related Transition Actions to be completed on or before the following dates:

- **Biller's Actions:**
 - On [Notice Date] - No further Customers will be accepted for billing service enrollment as of this date.
 - By [Final Billing Date + 30 calendar days] - Update call centre scripts to communicate that charges will no longer appear on the Service Bill.
 - No later than [15 calendar days prior to the Final Billing Date] – Biller will send a written notice to all Customers to communicate that their charges will no longer appear on the Service Bill after [Final Billing Date].
 - By [Notice Date + 7 calendar days] - If required, Biller will extend their Financial Assurances until at least [Final Billing Date + 6 Billing Periods].
 - By [Final Invoice Date + 30 calendar days] – Payment of all Billing Fees together with actual costs incurred by Company in respect of termination services on a time and materials basis (including applicable Taxes thereon) without mark-up.
- **Company's Actions:**
 - Until [Final Billing Date] - Continue to provide Billing Services for valid charges that were provided before [Notice date].
 - By [Notice date + 7 calendar days] - Update call centre scripts for Biller related calls to communicate that these charges will no longer appear on the Service Bill after [Final Billing Date] and may notify Customers advising them that charges will no longer appear on the Service Bill after [Final Billing Date] .
 - By [Final Invoice Date] – Complete invoicing to Biller for all Billing Fees together with actual costs incurred by Company in respect of termination services on a time and materials basis (including applicable Taxes thereon) without mark-up.
 - Throughout the Transition Period - In the event Biller does not fulfill its obligations under this transition plan, Company reserves the right to take such actions, as required, in order to finalize the transition.

Open Bill Operations Transition Actions to be completed on or before the following dates:

- **Company's Actions:**
 - On [Final Billing Date] - Remove Biller's security access to their SFTP Input folder.
 - Until [Final Billing Date + 21 calendar days] – Daily net remittances to Biller continue.
 - Until [Final Billing Date] - Reporting continues as required by the Agreement. Biller's access to Company's SFTP Server will be discontinued at the end of this period.
 - On [Final Billing Date + 1 calendar day] - Revise all of Company's Biller lists to show that Biller's charges will no longer appear on the Service Bill.
 - On [Final Billing Date] - For all remaining rate ready charges, submit rate ready delete transactions for remaining Customers.
 - As determinable – Advise Biller regarding transition costs to be passed on to Biller.
-

APPENDIX "H"

**FORM OF REQUIRED POSTPONEMENT
AND SUBORDINATION AGREEMENT**

CONSENT AND CONFIRMATION

RE: Amended and Restated Open Bill Access Billing and Collection Services Agreement between [name of the Biller] (the "**Biller**") and Enbridge Gas Distribution Inc. ("**Enbridge**") dated as of [relevant date], 20<*> (the "**Open Bill Agreement**")

WHEREAS:

- (A) pursuant to Article 10 of the Open Bill Agreement, the Biller has agreed with Enbridge, among other things, not to disclose any information regarding the Open Bill Agreement to certain third parties;
- (B) pursuant to Section 11.7 of the Open Bill Agreement, the Biller may not assign its rights under the Open Bill Agreement without the prior written consent of Enbridge;
- (C) in consideration of Enbridge paying the Biller amounts equal to the Payment Amount (as defined in the Open Bill Agreement) from time to time, the Biller shall absolutely, unconditionally and irrevocably transfer, assign and convey to Enbridge in accordance with the Open Bill Agreement, Receivables Entitlements (as defined in the Open Bill Agreement) of the Biller relating to Biller Receivables (as defined in the Open Bill Agreement), whether now existing or hereafter created, billed during the term of the Open Bill Agreement;
- (D) Enbridge has been advised that the Biller has entered into one or more security agreements (collectively, the "**Security Agreements**") in favour of [name of Priority Lien Holder] (the "**Secured Party**") and that pursuant to the Security Agreements the Biller has granted a security interest to the Secured Party over certain of its assets (the "**Secured Party Collateral**") which Secured Party Collateral includes the Payment Amount payable from time to time by Enbridge to the Biller under the Open Bill Agreement; and
- (E) under the Open Bill Agreement, the Biller is required to make certain representations, warranties and covenants regarding its rights to its Receivables Entitlements, which representations and warranties are affected by the Security Agreements;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Secured Party hereby consents to the Biller entering into the Open Bill Agreement, and Enbridge hereby consents to the disclosure of the Open Bill Agreement by the Biller to the Secured Party.

2. Each of the Biller and the Secured Party hereby acknowledges and agrees that:
 - (a) the rights and remedies of the Secured Party under the Security Agreements and as secured creditor in respect of any and all security interests in favour of the Secured Party in or over any Receivables Entitlements relating to Biller Receivables of the Biller billed during the term of the Open Bill Agreement shall be limited to the right to collect or receive in accordance with this Consent and Confirmation the Payment Amounts from time to time payable to the Biller under the Open Bill Agreement in respect of Receivables Entitlements of the Biller purchased by Enbridge in accordance with the Open Bill Agreement and, for certainty, shall not include any right to realize upon or to collect all or any portion of any Receivables Entitlements relating to Biller Receivables of the Biller billed during the Term (as defined in the Open Bill Agreement); and
 - (b) the Secured Party Collateral does not, and shall not at any time, include or extend to any Receivables Entitlements of the Biller purchased by Enbridge in accordance with the Open Bill Agreement and any and all security interests in favour of the Secured Party in or over any such Receivables Entitlements of the Biller shall be automatically discharged, released and terminated in full immediately upon the transfer, assignment and conveyance to Enbridge of the Receivables Entitlements in accordance with the Open Bill Agreement, without any requirement for any further action, or for the execution and delivery of any document, agreement or other instrument by the Secured Party or any other Person but without prejudice to the Secured Party's obligations under Section 14 of this Consent and Confirmation.
3. Enbridge hereby confirms that it has been notified by the Biller and the Secured Party that, under the Security Agreements, the Biller has granted to the Secured Party a security interest in the Receivables Entitlements relating to Biller Receivables of the Biller, subject to the acknowledgements and agreements of each of the Biller and the Secured Party set out in Section 2 of this Consent and Confirmation. Enbridge also acknowledges that the Secured Party has a security interest in each Payment Amount from time to time payable to the Biller under the Open Bill Agreement, and agrees in favour of the Secured Party that it will cause each such Payment Amount to be dealt with in accordance with the provisions of this Consent and Confirmation, but without prejudice to its rights to set-off against any Payment Amount from time to time payable to the Biller under the Open Bill Agreement any amount owing or payable by the Biller to Enbridge under the Open Bill Agreement.
4. Subject to the acknowledgements and agreements of each of the Biller and the Secured Party set out in Section 2 of this Consent and Confirmation, Enbridge hereby consents to the granting by the Biller to the Secured Party of a security interest in and to each Payment Amount, and its rights under the Open Bill Agreement, and irrevocably agrees:
 - (a) that within 15 business days of its receipt of an executed copy of a notice in the form attached hereto as Schedule "A" (the "**Redirection Notice**"), it will cause all future Payment Amount payments described in the Redirection Notice that would otherwise be payable to the Biller under the Open Bill Agreement to be made to the party and account specified in the Redirection Notice, but without prejudice to its rights to set-off

against any Payment Amount from time to time payable to the Biller under the Open Bill Agreement any amount owing or payable by the Biller to Enbridge under the Open Bill Agreement;

- (b) that following receipt by Enbridge of an executed copy of a notice in the form attached hereto as Schedule "B" (the "**Assumption Notice**"), it will permit the Secured Party or such third party as may be appointed therein by the Secured Party (provided that such third party is acceptable to Enbridge, acting reasonably), to enjoy all of the Biller's rights and to assume all of the Biller's obligations thereafter arising under the Open Bill Agreement, as specified in the Assumption Notice, and from and after its receipt of the Assumption Notice, to pay directly to the Secured Party or as it may further direct, any and all amounts thereafter from time to time payable by Enbridge to the Biller under the Open Bill Agreement, but without prejudice to its rights to set-off against such amounts any amount owing or payable (whether before, on or after receipt by Enbridge of any Assumption Notice) by the Biller or the Secured Party or such third party to Enbridge under the Open Bill Agreement; provided that neither the Secured Party nor such third party (if any) shall be liable (except by virtue of the exercise by Enbridge of its above-referenced rights of set-off) for the indemnification obligations of the Biller under section 7.3.1 of the Open Bill Agreement except and to the extent the subject matter of the indemnification consists of a representation and warranty, failure to perform, failure to comply or material breach that, in each case, was made or committed by the Secured Party itself or such third party (if any) itself; and provided further that the Secured Party and the third party (if any) will execute and deliver such other documentation as Enbridge may require, acting in a commercially reasonable manner (i) to grant to Enbridge a royalty-free non-exclusive license to use the name of the Secured Party and the third party (if any) to the extent necessary to permit Enbridge to perform Billing Services (as defined in the Open Bill Agreement) and its other obligations under the Open Bill Agreement during the period that the assumption effected by the Assumption Notice remains in effect, and (ii) to implement and give effect to the assignment to, and assumption by, the Secured Party or such third party of the Biller's rights and obligations arising under the Open Bill Agreement in accordance with this Consent and Confirmation;
- (c) that Enbridge will recognize an executed copy of a notice in the form attached hereto as Schedule "C" (the "**Termination Notice**") as effective for the purposes of section 8.6(a)) of the Open Bill Agreement provided that the termination date specified in it coincides with the expiry of the Term or Renewal Term (as defined in the Open Bill Agreement), and the provisions of sections 8.8, 8.9 and 8.10 of the Open Bill Agreement will apply; and
- (d) that Enbridge will provide to the Secured Party prompt written notice if and whenever Enbridge applies any proceeds from the letter of credit provided to it at the Biller's request to the satisfaction of any obligations of the Biller owing to Enbridge.

- 5. For certainty, the Biller hereby confirms to Enbridge and agrees with Enbridge that any payments made by Enbridge to the Secured Party (or as the Secured Party may otherwise direct) in respect of the Payment Amount or any other amounts owing or payable under the Open Bill

Agreement shall represent full satisfaction of such amounts and no further payments shall be payable to the Biller in respect of such amounts.

6. The Biller hereby irrevocably directs Enbridge to comply with any Redirection Notice, Assumption Notice or Termination Notice received from the Secured Party, and to provide to the Secured Party the notice contemplated in paragraph 4(d), and irrevocably releases Enbridge from all liability to the Biller for so doing.
7. This Consent and Confirmation shall enure to the benefit of and be binding upon each of the parties hereto and each of their respective successors and permitted assigns.
8. Each of the Biller and Enbridge agrees that the Secured Party shall not be bound by any amendment to, modification of or waiver under the Open Bill Agreement that has not been consented to in writing by the Secured Party.
9. Each of the parties hereto agrees that any notices, directions or documents required to be delivered by one party to another under this Consent and Confirmation shall be delivered in accordance with Section 11.1 of the Open Bill Agreement. Notices, directions or documents shall be delivered, in the case of the Secured Party, to it at:

<*>

<*>

<*>

Attention: <*>

Email: <*>

10. The Biller agrees to pay or reimburse Enbridge for all direct, out of pocket costs and expenses incurred in connection with this Consent and Confirmation, any notices received in connection therewith and the administration of this Consent and Confirmation and the rights of the various parties hereunder.
11. Enbridge shall not be required to make any determination or decision with respect to the validity of any notice given to it under this Consent and Confirmation and shall be protected in acting and relying upon any document purporting to be delivered pursuant to and in compliance with this Consent and Confirmation as to its due execution and the validity and effectiveness of its provisions and as to the truth and acceptability of any information therein contained which Enbridge in good faith believes to be genuine, provided Enbridge is acting in accordance with the provisions hereof.
12. Enbridge shall have no duty or obligation to look beyond the terms of this Consent and Confirmation and the Open Bill Agreement and shall have no duties or responsibilities to the Secured Party except as expressly provided in this Consent and Confirmation and shall not have any liability or responsibility arising under any other agreement to which Enbridge is not a party.
13. The rights and entitlements of the Secured Party under this Consent and Confirmation will not be assigned without the prior written consent of Enbridge, which consent shall not be

unreasonably withheld or delayed. The rights and obligations of the Biller are not assignable without the prior written consent of each of Enbridge and the Secured Party. The rights, entitlements, duties and obligations of Enbridge under this Consent and Confirmation may, upon notice by Enbridge to the Secured Party, be assigned by Enbridge to any Affiliate (as defined in the Open Bill Agreement) or successor in either case approved by the OEB (as defined in the Open Bill Agreement) in connection with any assignment by Enbridge of the Open Bill Agreement or all of its rights, entitlements, duties and obligations under the Open Bill Agreement to any such Affiliate or successor.

14. Each Party shall from time to time execute such further documents and take such further steps as any other Party may from time to time reasonably require to implement more fully the intent of this Consent and Confirmation.
15. This Consent and Confirmation shall terminate on the termination of the Open Bill Agreement.
16. This Consent and Confirmation shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

17. This Consent and Confirmation may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Counterparts may be executed and delivered in original, facsimile or portable document format (pdf) form to the other parties hereto and the parties hereto agree to accept any such executed counterparts as original signed versions of this Consent and Confirmation.

DATED the <> day of <>, 20<>.

[NAME OF PRIORITY LIEN HOLDER]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ENBRIDGE GAS DISTRIBUTION INC.

By: _____
Name: _____
Title: _____

[NAME OF THE BILLER]

By: _____
Name: _____
Title: _____

SCHEDULE "A"

REDIRECTION NOTICE

TO: Enbridge Gas Distribution Inc. ("**Enbridge**")

RE: Amended and Restated Open Bill Access Billing and Collection Services Agreement between [**name of the Biller**] (the "**Biller**") and Enbridge Gas Distribution Inc. ("**Enbridge**") dated as of [**relevant date**] (the "**Open Bill Agreement**")

AND RE: Consent and Confirmation between [**name of Priority Lien Holder**] (the "**Secured Party**"), Enbridge and the Biller dated as of [**relevant date**] (the "**Consent**")

The Secured Party hereby directs you, until you receive further direction from the Secured Party, to make to the party and account set out in Appendix 1 all future payments (including, for avoidance of doubt, any related Payment Amount from time to time) that would otherwise be payable to the Biller under the Open Bill Agreement arising in connection with the Biller Receivables described in Appendix 2.

DATED the _____ day of _____, 20__.

[NAME OF PRIORITY LIEN HOLDER]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Appendix 1

[set out bank account info and name of party that owns it]

Appendix 2

[insert list or other description of the Biller-related accounts from which proceeds are to be redirected]

SCHEDULE "B"

ASSUMPTION NOTICE

TO: Enbridge Gas Distribution Inc. ("Enbridge")

RE: Amended and Restated Open Bill Access Billing and Collection Services Agreement between [name of the Biller] (the "Biller") and Enbridge Gas Distribution Inc. ("Enbridge") dated as of [relevant date] (the "Open Bill Agreement")

AND RE: Consent and Confirmation between [name of Priority Lien Holder] (the "Secured Party"), Enbridge and the Biller dated as of [relevant date] (the "Consent")

In accordance with and subject to the provisions in the Consent, **[the Secured Party hereby assumes [or appoints Name of Third Party to assume]]** all of the obligations and liabilities of the Biller arising after the date hereof under or in connection with the Open Bill Agreement, and without limiting any of the foregoing, **[the Secured Party [or Name of Third Party]]**, as a principal obligant and not as a surety, hereby expressly confirms and adopts as its own and covenants and agrees to and in favour of Enbridge to keep, observe and perform all covenants, obligations, terms, conditions, representations and warranties of the Biller to and in favour of Enbridge contained in the Open Bill Agreement and arising from and after the date hereof, and acknowledges and agrees that to such extent it shall be bound in all respects and with the same effect as if it were a party to the Open Bill Agreement in the place and stead of the Biller, save and except that in place of any licence to use intellectual property of the Biller, Enbridge shall have a royalty-free non-exclusive license to use the name of the Secured Party and the third party (if any) to the extent necessary to permit Enbridge to perform Billing Services (as defined in the Open Bill Agreement) and its other obligations under the Open Bill Agreement during the period that the assumption effected by this Assumption Notice remains in effect. Enbridge is directed to make to **[the Secured Party [or Name of Third Party]]** or as it may further direct any payments from time to time otherwise due and payable to the Biller under the Open Bill Agreement.

DATED the _____ day of _____, 20__.

[NAME OF PRIORITY LIEN HOLDER]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[NAME OF THIRD PARTY, IF ANY]

By: _____

Name: _____

Title: _____

Schedule "C"

TERMINATION NOTICE

TO: Enbridge Gas Distribution Inc. ("**Enbridge**")

RE: Amended and Restated Open Bill Access Billing and Collection Services Agreement between [**name of the Biller**] (the "**Biller**") and Enbridge Gas Distribution Inc. ("**Enbridge**") dated as of [**relevant date**] (the "**Open Bill Agreement**")

AND RE: Consent and Confirmation between [**name of Priority Lien Holder**] (the "**Secured Party**"), Enbridge and the Biller dated as of [**relevant date**] (the "**Consent**")

In accordance with the above Consent, the Secured Party provides this Termination Notice and specifies the date of termination of the Open Bill Agreement to be _____, 20____, the date of expiry of the Term, or current Renewal Term (as each such term is defined in the Open Bill Agreement). Sections 8.8, 8.9 and 8.10 of the Open Bill Agreement shall apply in respect of the termination of the Open Bill Agreement pursuant to this Termination Notice.

DATED the _____ day of _____, 20__.

[NAME OF PRIORITY LIEN HOLDER]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

From: [Amir Hasan](#)
To: [Amir Hasan](#)
Cc: [Michelle Cook](#); don.macintosh@dentons.com; [Darren McIlwraith](#); [Joseph Dimeo](#); [Shakeel Arshed](#)
Subject: EGD Reminder Notice to Billers re Revised Amendment Notice
Date: Monday, October 22, 2018 10:38:05 AM
Attachments: [Reminder Notice OBA Amendments Oct 22nd, 2018.pdf](#)
Importance: High

To: The Billers under the OBA Program

Further to our Notice provided to you on August 13, 2018, the amendment notices provided on each of September 14, 2018 and September 24, 2018, the Consultative Process and the Revised Amendment Notice provided on October 11, 2018, EGD hereby provides a Reminder Notice pursuant to Section 1.8.2(g) of the OBA.

Attached to this email is the Reminder Notice.

Thanks

Amir Hasan CPA, CMA

Large Volume and Customer Strategy

ENBRIDGE GAS DISTRIBUTION INC.

TEL: 416-495-5040 | FAX: 416-495-5657

500 Consumers Road, North York, ON, M2J 1P8

amir.hasan@enbridge.com

enbridgegas.com

Integrity. Safety. Respect.

From: [Amir Hasan](#)
To: [Amir Hasan](#)
Cc: [Michelle Cook](#); [Joseph Dimeo](#); [Cathy Small](#); [Darren McIlwraith](#); [Shakeel Arshed](#); don.macintosh@dentons.com
Subject: Amended Open Bill Manual -- Effective January 1, 2019
Date: Wednesday, October 31, 2018 12:00:05 PM
Attachments: [WSComparison_OBA Manual - V6.1 FINAL 20160722-OBA Manual - V6.2 20181026....pdf](#)
[OBA Manual - V6.2 20181026 FINAL.PDF](#)
Importance: High

To: All Billers under the OBA Program

Pursuant to Section 6.1 of the Amended and Restated Open Bill Access Billing and Collection Services Agreement, the Company is providing notice that effective January 1, 2019 the Open Bill Manual is amended as reflected in the attached comparison document. Version 6.2 of the Open Bill Manual (attached to this notice) will be effective January 1, 2019.

The changes can be summarized as follows:

Section	Title	Description of Change
Various	Various	Clean-up of wording, defined terms, punctuation, concepts
2.5	Compliance with the Consumer Protection Act	Amended to reflect changes in the regulatory regime.
2.6	Bill Type Codes	New Section. Clarifies Biller obligations with respect to use of Bill Type Codes and clarifies EGD approval of Bill Type Codes on a Biller level.
3.7	Customer and Biller Dispute Handling	Modified to more closely reflect the processes and terminology in the dispute tracking system. Reorganized the order of the paragraphs and included additional headings to make the information easier to understand. Revised the Rate Ready section to make it easier to understand. New paragraph on billing of previously disputed charges.
3.10	Invoicing and Method of Payment	New language inserted to support Section 4.7.1 of the OBA Agreement.
4.1	Settling up a Biller Account with EGD	Modified the list of information to be provided to include proposed Customer Services and associated Bill Type Codes that will be used by the Biller.
5.1.9	Rate Ready Rental Update Record Layout (for Billers Using the Rental Table)	In the previous version there was a small table at the end of Appendix D. Section 5.1.9 provides more information and details on this feature. This material was provided to the Billers on January 6, 2018, and is now being incorporated into the OBA Manual.
8	Table of Reports	Deleted reference to 8.1.9 (Trust Report) as no longer relevant.
8.1.9	Trust Report	Deleted as no longer relevant.
Appendix D	Biller Forms	Updated Biller Registration Form to include proposed Customer Services and Bill Type Codes, and to clean up references and terminology. Deleted Rate Ready rental table (see Section 5.1.9 above).
Appendix I	Financial Assurances policy for the OBA Service	Amendments to reflect updates requested by EGD's Credit department.
Appendix K	Verification Calls	Deleted the special requirements pertaining to verification calls for water heater contracts due to changes in the regulatory regime.

Please drop your questions to EGDOpenBillAdmin@enbridge.com if you have any.

Thanks

Amir Hasan CPA, CMA

Large Volume and Customer Strategy

ENBRIDGE GAS DISTRIBUTION INC.

500 Consumers Road, North York, ON, M2J 1P8

amir.hasan@enbridge.com

enbridgegas.com

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Michelle Cook

From: Amir Hasan <amir.hasan@enbridge.com>
Sent: Friday, November 09, 2018 12:03 PM
To: Amir Hasan
Cc: Michelle Cook; don.macintosh@dentons.com; Darren McIlwraith; Shakeel Arshed; Joseph Dimeo; Cathy Amoroso
Subject: Signing Process for New OBA

To: The Billers under the OBA Program

During the Consultative Process, Enbridge introduced the concept that the New OBA will be signed using electronic signatures. To facilitate the execution of the New OBA, this email sets out an overview of the signing process.

1. How does Electronic Signature Work?

The following link provides an overview of how the electronic signature process works:

<https://helpx.adobe.com/sign/how-to/adobe-for-signers.html?playlist=/ccx/v1/collection/product/sign/segment/designer/explevel/beginner/applaunch/continuinged/colection.ccx.js>

Shakeel has been in contact with the Billers to confirm your contact information (including the email contact). We will be sending the electronic signature request to the contact for notice under the New OBA unless you have specifically contacted the EGD Open Bill Admin (EGDOpenBillAdmin@enbridge.com) to request that the electronic signature request is sent to another email address.

Note: If you need to delegate the signature (i.e. ask someone else in your company to execute the document), please click "Alternative actions" in the upper left-hand corner of the screen, and select "Someone else should sign". A pop-up will ask you to input the delegate's email address and the document will be routed to them for signing.

You will be able to sign the documents on your computer or on your mobile device. Please advise Enbridge by **Wednesday, November 14, 2018** if you are not able to execute the document by electronic signature and require hard copies of the New OBA to be couriered to you (you will be responsible to ensure that they are returned to Enbridge within the time frame noted below).

2. What Documents will be Made Available for Electronic Signature?

Your electronic signature package may contain up to two documents for signature: (i) the New OBA (all Billers); and (ii) an Authorization and Direction under Section 4.7.2 of the New OBA (the majority of the Billers).

The Authorization and Direction provides that Enbridge may set off payment of the Fee Invoice against payment to the Biller of the Payment Amount. A new Authorization and Direction is required because the previous form referred to the Trust (which is being wound down effective January 1, 2019) and some of the defined terms have changed in the New OBA (e.g. "Settlement Amount" is now "Payment Amount"). The Authorization and Direction is relevant to many of the Billers because if Enbridge has provided Billing Services in the past six completed Billing Periods on less than a total of 7,200 Service Bills, and the Biller has provided the Authorization and Direction, then the Biller is not required to provide

Financial Assurances [please refer to the second paragraph of Part 1 of Appendix "D" (Financial Assurances) in both the Current OBA and the New OBA].

3. Provision of Approval Threshold Notice and Timing of Execution

Upon the expiry of the 30 day period provided for in subsection 1.8.2(f) of the Current OBA, Enbridge will confirm whether the Objection Notices received by Enbridge are from Billers which do not exceed the Approval Threshold; if this is the case, Enbridge will provide a notice to the Billers in accordance with Section 1.8.2(i) of the Agreement, and the Billers will have fifteen (15) days to sign and return the New OBA to Enbridge.

Due to the number of Billers, and the corresponding volume of documents, Enbridge will be sending the New OBAs out over the course of the next week, prior to delivery of the Approval Threshold Notice. *The requirement to sign and return the New OBA to Enbridge within fifteen (15) days arises upon the delivery of the Approval Threshold Notice.*

Please send all your questions to EGDOpenBillAdmin@enbridge.com

Thanks

Amir Hasan CPA, CMA

Supervisor Third Party Financials
Large Volume and Customer Strategy

ENBRIDGE GAS DISTRIBUTION INC.

TEL: 416-495-5040

500 Consumers Road, North York, ON, M2J 1P8

amir.hasan@enbridge.com

enbridgegas.com

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Michelle Cook

From: Amir Hasan <amir.hasan@enbridge.com>
Sent: Tuesday, November 27, 2018 4:47 PM
To: Amir Hasan
Cc: Darren McIlwraith; Michelle Cook; don.macintosh@dentons.com; Joseph Dimeo; Shakeel Arshed
Subject: Amended and Restated Billing and Collection Services Agreement (the "Current OBA") entered into between each Biller and EGD
Attachments: Approval Notice OBA Amendments.pdf

To: All 'Open Billers' (each, a "**Biller**", and collectively, "**All Billers**") under the Open Bill Program operated by Enbridge Gas Distribution Inc. ("**EGD**")

Re: Amended and Restated Billing and Collection Services Agreement (the "Current OBA") entered into between each Biller and EGD

This Notice is sent to All Billers pursuant to Subsection 1.8.2(h) of the Current OBA in connection with the Revised Amendment Notice sent to All Billers on Thursday October 11th, 2018.

EGD has received objection notices from Billers which represent less than the Approval Threshold (as defined in the Current OBA), and as such the changes to the Current OBA as set out in the Revised Amendment Notice sent to All Billers on Thursday October 11th, 2018 are deemed to have been approved by All Billers.

Before today, EGD has provided the execution copy of the Amended and Restated Open Bill Access Billing and Collection Services Agreement. Each Biller is now **REQUIRED TO SIGN AND RETURN TO EGD THE AMENDED AND RESTATED OPEN BILL ACCESS BILLING AND COLLECTION SERVICES AGREEMENT WITHIN FIFTEEN (15) DAYS** of this Approval Notice (i.e. on or before end of day Wednesday December 12, 2018).

Failure of a Biller to sign and return to EGD such Amended and Restated Open Bill Access Billing and Collection Services Agreement may result in the Biller being terminated from participation in the Open Bill Program.

Thanks

Amir Hasan CPA, CMA

Supervisor Third Party Financials
Large Volume and Customer Strategy

ENBRIDGE GAS DISTRIBUTION INC.

TEL: 416-495-5040

500 Consumers Road, North York, ON, M2J 1P8

amir.hasan@enbridge.com

enbridgegas.com

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APPROVAL NOTICE
OBA AMENDMENTS

To: All 'Open Billers' (each, a "**Biller**", and collectively, "**All Billers**") under the Open Bill Program operated by Enbridge Gas Distribution Inc. ("**EGD**")

Re: Amended and Restated Billing and Collection Services Agreement (the "**Current OBA**") entered into between each Biller and EGD

Dated: Tuesday November 27, 2018

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EGD has received objection notices from Billers which represent less than the Approval Threshold (as defined in the Current OBA), and as such the changes to the Current OBA as set out in the Revised Amendment Notice sent to All Billers on Thursday October 11th, 2018 are deemed to have been approved by All Billers.

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ENBRIDGE GAS DISTRIBUTION INC.

By: 

Name: Darren McIlwraith

Title: Director, Customer Care

Michelle Cook

From: Amir Hasan
Sent: Tuesday, December 11, 2018 4:37 PM
To: Amir Hasan
Cc: Darren McIlwraith; Michelle Cook; don.macintosh@dentons.com; Joseph Dimeo; Shakeel Arshed
Subject: FW: Amended and Restated Billing and Collection Services Agreement (the "Current OBA") entered into between each Biller and EGD
Attachments: Approval Notice OBA Amendments.pdf
Importance: High

To: All 'Open Billers' (each, a "**Biller**", and collectively, "**All Billers**") under the Open Bill Program operated by Enbridge Gas Distribution Inc. ("**EGD**")

This is a reminder to ensure that you have executed and returned the OBA Agreement to EGD by the end of day tomorrow, December 12th 2018 (please refer to my email of November 27, 2018 below).

Please note that our external legal counsel, Dentons, has reached out to secured parties to obtain the required postponement and subordination agreements. In situations where we have not received a response from a secured party, we will be forwarding the necessary documentation to the relevant Biller to arrange for execution by the secured party and the Biller. This documentation will be forwarded by the end of this week.

Thanks

Amir Hasan CPA, CMA

Supervisor Third Party Financials
Large Volume and Customer Strategy

ENBRIDGE GAS DISTRIBUTION INC.

TEL: 416-495-5040

500 Consumers Road, North York, ON, M2J 1P8

amir.hasan@enbridge.com

enbridgegas.com

Integrity. Safety. Respect.

From: Amir Hasan
Sent: Tuesday, November 27, 2018 4:47 PM
To: Amir Hasan
Cc: Darren McIlwraith; Michelle Cook; don.macintosh@dentons.com; Joseph Dimeo; Shakeel Arshed
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Thanks

Amir Hasan CPA, CMA

Supervisor Third Party Financials
Large Volume and Customer Strategy

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APPROVAL NOTICE
OBA AMENDMENTS

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Dated: Tuesday November 27, 2018

This Notice is sent to All Billers pursuant to Subsection 1.8.2(h) of the Current OBA in connection with the Revised Amendment Notice sent to All Billers on Thursday October 11th, 2018.

EGD has received objection notices from Billers which represent less than the Approval Threshold (as defined in the Current OBA), and as such the changes to the Current OBA as set out in the Revised Amendment Notice sent to All Billers on Thursday October 11th, 2018 are deemed to have been approved by All Billers.

Before today, EGD has provided the execution copy of the Amended and Restated Open Bill Access Billing and Collection Services Agreement. Each Biller is now **REQUIRED TO SIGN AND RETURN TO EGD THE AMENDED AND RESTATED OPEN BILL ACCESS BILLING AND COLLECTION SERVICES AGREEMENT WITHIN FIFTEEN (15) DAYS** of this Approval Notice (i.e. on or before end of day Wednesday December 12, 2018).

Failure of a Biller to sign and return to EGD such Amended and Restated Open Bill Access Billing and Collection Services Agreement may result in the Biller being terminated from participation in the Open Bill Program.

ENBRIDGE GAS DISTRIBUTION INC.

By: 

Name: Darren McIlwraith

Title: Director, Customer Care

Michelle Cook

From: Amir Hasan <amir.hasan@enbridge.com>
Sent: Thursday, January 31, 2019 3:34 PM
To: Amir Hasan
Cc: Darren McIlwraith; Michelle Cook; Joseph Dimeo; Shakeel Arshed; EGD Open Bill Admin
Subject: Notice for Enbridge Name Change

To: All 'Open Billers' (each, a "**Biller**", and collectively, "**All Billers**") under the Open Bill Program operated by Enbridge Gas Distribution Inc. ("**EGD**")

Effective January 1, 2019, Enbridge Gas Distribution Inc. and Union Gas Limited amalgamated to form one single utility, Enbridge Gas Inc.

What does this mean for you? Starting January 1, any invoices or communications in relation to the Open Bill Program will reflect our new legal name as follows: "Enbridge Gas Inc., operating as Enbridge Gas Distribution".

Also please note that effective February 15, 2019, the email address for the VP Gas Distribution Law will be changed to egilegalnotices@enbridge.com. For certainty the address for notice for the Company will be:

Enbridge Gas Inc.
500 Consumers Road
Toronto, Ontario M2J 1P8
Email: EGDOpenBillAdmin@enbridge.com
Attention: Manager, Billing Relationships

With a copy to:

Enbridge Gas Inc.
500 Consumers Road
Toronto, Ontario M2J 1P8
Email: egilegalnotices@enbridge.com
Attention: Vice President, Law

Thanks

Amir Hasan CPA, CMA
Supervisor Third Party Financials
Large Volume and Customer Strategy

ENBRIDGE GAS INC.
TEL: 416-495-5040
500 Consumers Road, North York, ON, M2J 1P8
amir.hasan@enbridge.com
enbridgegas.com
Integrity. Safety. Respect.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, p. 5]

What steps, if any, has the Applicant taken to develop and roll out an Open Bill Access program in the Union Gas territory? What consultations has the Applicant carried out to determine the interest by customers and other stakeholders for the program? Please provide any analyses, memoranda, or other documentation in the possession of the Applicant or either of its predecessor companies relating to the pros and cons of the Union Gas (no external companies on the bill) and Enbridge (open bill access) approaches to the utility bill, including, without limiting the generality of the foregoing, the internal documentation at Union Gas leading to its decision not to follow the lead of Enbridge in allowing access to its utility bill.

Response

It is not clear to Enbridge that this question is relevant to the relief being sought in this Application.

Without conceding the relevance of the question, the Company can provide the following update on the status of the Union Gas open bill initiative.

One of the outcomes of EB-2015-0029 / EB-2015-0049 was for Union Gas to offer open bill capability on the Union Gas bill. At this point Union Gas has completed the following:

- An IT project to add functionality to the Banner billing system to accept charges from 3rd party billing partners and remit amounts back regularly.
- Develop a program agreement. The agreement is largely similar to the EGD agreement but has some differences based on operational structure owing to different billing systems.
- Preliminary discussions with a number of billers who participate in the EGD program to gauge their interest in expanding into the Union Gas rate zone.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, p. 6]

Attached to these interrogatories is a spreadsheet, provided by the Company to HVAC Coalition, listing the 108 companies or other entities enrolled in the Open Bill program. With respect to those enrolled in the program:

- a. Please provide, for each month of 2018, the number of Billers:
 - i. Who had charges appearing on at least one of the Company's bills.
 - ii. Who added new charges on at least one of the Company's bills in that month.

When counting the number of Billers with charges or adding new charges, please count all companies or other entities that are Affiliates (as that term is defined in the revised OBA Contract) as a single Biller.

- b. Please provide a table of the top ten Billers (by number of charges on bills during 2018), with their number of charges billed, and the type of items being billed (e.g. service plans, monthly or other periodic payments to purchase equipment, monthly or other periodic rental payments, etc.), in each case grouping Affiliates together as one Biller. If the Company believes the identity of the top ten Billers should be confidential, please provide the information without information identifying the names of those Billers.
- c. With respect to all of the other Billers, not in the top ten, please provide a table showing the number of such Billers who in 2018 had a monthly average number of charges on bills of:
 - i. 0;
 - ii. 1-2;
 - iii. 2-5;
 - iv. 5-10;
 - v. 10-50;

vi. More than 50.

- d. Please provide details of all steps, if any, taken by the Company since the 2014 OBA Settlement to improve the ability of smaller companies to participate in OBA Services program.

Response

a)

- i) The number of Billers each month in 2018 with charges on the Enbridge bill:

	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
# of Billers billing	84	84	85	86	88	88	88	88	89	89	89	89

- ii) Number of new billers who started billing:

	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
# of Biller(s) started	-	-	1	1	2	-	-	-	1	-	-	-

- b) It is not clear to Enbridge that this question is relevant to the relief being sought in this Application. The OEB approved the Settlement Agreement in EB-2013-0099 (which was supported by the HVAC Coalition) – that agreement endorsed the ongoing operation of the OBA program on an indefinite basis. In any event, Article X of the OBA Contract prohibits Enbridge from disclosing Confidential Information of a Biller, except in certain circumstances or with permission of the Biller. Even with names redacted, the identity of some of the largest Billers will be evident. It will be onerous to request, and promptly receive, consent from the relevant Billers for disclosure.
- c) See response to (b) above.
- d) The program is the Open Bill Program, and has been designed to be open to qualifying interested parties that wish to participate in the program.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, Attach. 3, p. 1]

Please confirm that the new agreement will be entered into by Enbridge Gas Inc.

Response

The agreement was entered into by Enbridge Gas Distribution Inc. Enbridge Gas Distribution Inc. amalgamated with Union Gas Limited on January 1, 2019 to form Enbridge Gas Inc. By operation of law, the contract is now between each of the Billers and Enbridge Gas Inc.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, Attach 3, p. 3]

Please explain why the Trust Agreement has been terminated, and the impacts on the Billers, potential Billers, and customers.

Response

The trust was originally set up at the request of Enercare's predecessor (Direct Energy) and has been terminated at the request of Enercare.

Current and potential billers will not have trust account to protect them with respect to three days' of billing in the event of EGI insolvency. This was discussed at length at the Consultative meetings.

There is no impact to customers.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, Attach. 3, p. 13]

Please describe all steps taken by the Company, including but not limited to consultations with non-Billers, to ensure that changes to the OBA Contract being provided to the Board in this Application would not present additional barriers to any participation by any category of stakeholders who may otherwise wish to participate.

Response

Enbridge followed the prescribed and agreed process for changes to the OBA Contract – please see response to HVAC Interrogatory #6, found at I.B.EGI.HVAC.6. There were no changes to the OBA contract that will add any barriers to any category of stakeholders who wish to participate. The rules to join the program are the same for everyone.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, Attach. 3, p. 17 and Appendix E]

Please provide a table showing the current 2019 month by month "forecast of the number of Service Bills to be sent to the Customers by the Company" for each of the currently enrolled Billers. Identities of the Billers can be redacted if the Company wishes. An Excel spreadsheet of the output would be appreciated, as it will save time.

Response

Enbridge's total forecast OBA program revenues for 2019 are provided in response to OEB Staff Interrogatory #3(e), found at Exhibit I.B.EGI.STAFF.3.

In response to the request for Biller-specific information, please see response to HVAC Interrogatory #8(b), found at Exhibit I.B.EGI.HVAC.8.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, Attach. 3, p. 19]

Please provide details of any incremental costs the Company will incur as a result of the addition of Section 2.6.2. Please advise the extent, if any, to which this clause makes it more difficult for smaller stakeholders to rely on larger financing companies for the financing component of their transactions.

Response

The Company does not anticipate any incremental costs as a result of the addition of section 2.6.2.

The provisions of section 2.6.2 do not create any new obligations vis-a-vis third parties, but simply provide more details around how those third-party relationships should be implemented if the Biller will be requesting Enbridge to perform Billing Services for the Biller which result from Biller Outsourcing. Enbridge is confident that where Billers wish to implement Biller Outsourcing, compliance with these provisions will result in a more efficient and effective billing system. Billers are accountable for ensuring that each charge submitted for Billing Services complies with the OBA Contract. In discussions with Billers, it is apparent that Biller practices relating to Third Party Servicers and Biller Outsourcing vary widely. This new section reflects and builds on best practices implemented by a number of existing Billers.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, Attach. 3, p. 24 and Appendix H]

Please confirm that, as a result of new Section 4.2.5 and Appendix H:

- a. Billers who have standard General Security Agreements or Assignments of Book Debts with their bankers will have to have their bankers approve and sign Appendix H in order to participate. If confirmed, please advise what steps the Company has taken to ensure that the form of Appendix H has been approved by the major banks.
- b. Billers will have to disclose details of their credit arrangements with their bankers to the Company in order to participate in the Open Bill program, including allowing the Company to review their security documentation with their bank (Appendix H, Section 3).
- c. The consent of a Secured Party to participation by a Biller, their customer, in the Open Bill program will cause the Secured Party to be jointly liable with the Biller for any costs the Company incurs as a result of defaults by the Biller. If this is not the case, please provide details and copies of any legal opinions.
- d. The Secured Party loses their security in receivables, not just after the Company collects from the customer and pays the Biller, but also in the 21-day period between the billing date and the date the Biller is paid, during which period the Company has no financial interest in the receivable.
- e. The Company must give permission to the bank or other Secured Party to transfer its rights to the Biller's receivables to a third party.
- f. The bank or other Secured Party must give the Company permission to use the name of the bank or other Secured Party in performing the Billing Services (H(4)(b)).
- g. All costs of obtaining compliance by the Biller's bank or other Secured Party, including the costs of the Company, will be borne by the Biller.

Please provide all memoranda, letters, presentations, emails or other documents or communications in the possession of the Company dealing in whole or in part with the effects of the above changes, if any, on participation by Billers, potential Billers, or any identifiable category of potential Billers.

Response

The new section 4.2.5 and Appendix H of the OBA Agreement were added in order to include items that had previously been included in the Trust Agreement. This is discussed in the materials provided to Billers in connection with the proposed OBA Agreement amendments (see response to HVAC Interrogatory #6, found at Exhibit I.B.EGI.HVAC.6). The materials attached to HVAC Interrogatory #6 describe the intent and effect of the changes to the OBA Agreement.

- a. Section 4.2.5 provides that the Biller will provide a postponement and subordination agreement substantially in the form attached to this Agreement as Appendix "H" or otherwise in form and substance satisfactory to Enbridge. Attached to this response is a form of Priorities Agreement that has been accepted by the chartered banks. In the current process relating to the wind-up of the trust, many documents in this form have been executed and received by Enbridge. The form attached to the OBA is a more complicated form which, in the past, has been requested by some secured creditors that are financing companies; the priorities agreement is a more traditional form of postponement and subordination agreement.
- b. The Billers' creditworthiness is assessed by Enbridge independent of their arrangements with their third-party bankers. It is not necessary for a Biller to disclose details of a Biller's credit arrangements; it is only necessary to provide Enbridge with the required priorities documentation. Enbridge is only interested in obtaining the rights that it needs to realize upon the account receivable, in accordance with the terms of the OBA Agreement. To that end, Enbridge conducts a search on the relevant personal property security act databases, determines which creditors rank in priority to Enbridge, and requests priorities documentation in respect of those creditors.
- c. The consent of a Secured Party is not required for the Biller to participate in the program. What is required from the Biller (and its other secured parties) is first priority security over the accounts receivable being assigned by the Biller to Enbridge, and for which Enbridge is paying the Biller 99.51% of the value. The Secured Party does not become jointly liable for costs incurred as a result of defaults by the Biller. Enbridge has a right of set-off against the proceeds from these receivables, which is in priority to the other secured parties.
- d. The priority agreement establishes that Enbridge has an interest in those accounts receivable ahead of other secured parties. Once Enbridge receives payment from the relevant customers for those accounts receivable they no longer exist as an account receivable and cannot be subject to any security. What the other secured parties of the Biller have in place of the security over all of the individual customer

accounts receivable is the account receivable of EGD to make the 99.51% payment to the Biller within 21 days. With limited exceptions (as set out in the OBA), this account receivable is payable by Enbridge regardless of whether Enbridge collects the individual account receivable which the Biller is assigning to Enbridge.

- e. The question is not clear. Pursuant to Section 13 of Appendix H, the rights and entitlement of the Secured Party under the Consent and Confirmation cannot be assigned without prior written consent of Enbridge.
- f. Yes, if the Secured Party provides Enbridge with an Assumption Notice pursuant to Section 4(b) of Appendix H.
- g. Yes.

PRIORITIES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2018 and shall be effective as of the date provided for in Section 1.4 of this Agreement.

BY AND AMONG:

[LEGAL NAME OF SECURED PARTY],

(hereinafter called the "**Secured Party**")

- and -

ENBRIDGE GAS DISTRIBUTION INC.

(hereinafter called "**Company**")

- and -

[OPEN BILL PARTICIPANT]

(hereinafter called the "**Biller**")

RECITALS:

- A.** The Biller has executed in favour of the Secured Party a security agreement, a financing statement for which has been registered under the PPSA, granting the Secured Party a security interest in certain of the personal property of the Biller.
- B.** The security agreement and any other security which may be held by the Secured Party now or hereafter on the property and assets of the Biller are sometimes herein, collectively, referred to as the "**Secured Party Security**".
- C.** Under the Open Bill Agreement, the Biller has absolutely, unconditionally and irrevocably transferred to the Company all of the Biller's right, title and interest in and to all Proceeds (in whatever form and whether now existing or hereafter created) of all accounts receivable of the Biller (except certain specifically excluded accounts receivable) now or hereafter owing to the Biller by any customer of the Biller that have been billed to such customer in a bill that is sent by Company to such customer (collectively, the "**Biller Proceeds**").
- D.** Under the Open Bill Agreement the Biller has agreed to transfer to Company the Biller's accounts receivable billed on any day in consideration for, and immediately upon, Company paying to the Biller in accordance with the Open Bill Agreement amounts (the "**Settlement Amounts**") equal to 99.51% (subject to adjustment of such percentage by Company under the Open Bill Agreement) of

the actual amounts of such accounts receivable billed in bills sent by Company to the Biller's customers (subject to adjustments to, and exclusions and deductions from, such actual amounts and such Settlement Amounts specified in the Open Bill Agreement).

- E. Financing statements have been registered under the PPSA in respect of the transfers by the Biller under the Open Bill Agreement.
- F. The Open Bill Agreement, all Biller Proceeds, and all Proceeds thereof, other than the Settlement Amounts payable to the Biller under the Open Bill Agreement, are sometimes herein, collectively, referred to as the "**Company Assets**".
- G. The parties hereto desire to detail the respective priorities over the assets of the Biller and the Company Assets.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, the mutual promises herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the parties hereto agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 For the purposes of this Agreement, in addition to any words or phrases defined in the text of this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words or phrases shall have the respective meanings attributed to them below:

- (a) "**Business Day**" means any day except Saturday, Sunday or a statutory holiday;
- (b) "**Creditor Interests**" mean, collectively, the Secured Party Security and the Company Ownership Interest and "**Creditor Interest**" means either of the Creditor Interests;
- (c) "**Creditors**" means the Secured Party and Company and "**Creditor**" means either of them;
- (d) "**Company Ownership Interest**" means any beneficial ownership interest which may be held by Company now or hereafter in or to the Company Assets;
- (e) "**Open Bill Agreement**" means the amended and restated open bill access billing and collection services agreement between the Biller and Company made as of the 2nd day of January, 2018;
- (f) "**Other Property**" means all other property, tangible and intangible, now or hereafter owned by the Biller, including without limitation, accounts receivable, equipment, and any Proceeds thereof, other than the Company Assets;

- (g) **"PPSA"** means the *Personal Property Security Act* (Ontario);
 - (h) **"Proceeds"** means identifiable or traceable personal property in any form derived directly or indirectly from any dealing with any assets of the Biller or the Proceeds therefrom, including without limitation accounts receivable and any payment representing indemnity or compensation for loss of or damage to any such assets or the Proceeds therefrom (such as under insurance or expropriation);
 - (i) **"Secured Party Collateral"** means all assets and undertakings of the Biller over which the Secured Party has been granted a security interest under the Secured Party Security including, without limitation, all receivables, equipment and other personal property assets of the Biller, other than the Company Assets; and
- 1.2 Headings used herein are for the convenience of reference only and shall not be considered in construing or interpreting this Agreement. The words "herein", "hereunder", "hereof" and other similar words refer to this Agreement as a whole and not to any particular paragraph. "Includes", "including" and similar terms shall mean "including (or includes, as applicable) without limitation". Words importing the singular number only include the plural and vice versa and words importing gender shall include all genders and words importing persons include individuals, partnerships, corporations, trusts, unincorporated associations, joint ventures, governmental agencies and other entities.
- 1.3 Except as expressly provided herein, terms which are defined in the PPSA shall have the same meaning where used herein.
- 1.4 This Agreement shall be of no force or effect until the date of the Open Bill Agreement.

ARTICLE 2 – CONSENT

- 2.1 Subject to Section 3.2 and Section 3.4 of this Agreement, each Creditor hereby consents to the creation, issue, execution, delivery and registration of the Creditor Interest of the other Creditor and agrees that the creation, issue, registration, filing and existence of the same shall not constitute an event of the default under the Creditor Interest of the first-mentioned Creditor.
- 2.2 The Biller concurs in and agrees to the terms and provisions of this Agreement and shall maintain and deal with all its assets and undertaking in accordance with this Agreement.

ARTICLE 3 – PRIORITIES

- 3.1 With respect to the Company Assets:

- (a) the Secured Party Security does not, and shall not at any time, include, apply or extend to the Company Assets;
 - (b) any and all security interests now or hereafter held by the Secured Party under the Secured Party Security in or over any Company Assets are hereby immediately discharged, released and terminated in full by the Secured Party, without any requirement for any further action, or for the execution and delivery of any document, by the Secured Party or any other person, but without prejudice to the Secured Party's obligations under Section 8.2 of this Agreement; and
 - (c) for the purposes of interpreting this Agreement, Company shall be deemed to be the Creditor that has priority over the Company Assets.
- 3.2 The Secured Party Security shall attach to the Settlement Amounts payable by Company under the Open Bill Agreement, but without prejudice to Company's rights to set-off against any Settlement Amount from time to time payable to the Biller under the Open Bill Agreement any amount owing or payable by the Biller to Company under the Open Bill Agreement.
- 3.3 Subject to Section 3.2 and Section 3.4 of this Agreement, with respect to the Secured Party Collateral and the Other Property and any Proceeds thereof, the Company Ownership Interest is hereby postponed and subordinated in all respects to the security constituted by the Secured Party Security.
- 3.4 Any purported assumption by, or purported assignment or transfer to, the Secured Party or any other person of any of the obligations or liabilities of the Biller under or in connection with the Open Bill Agreement shall require (i) the prior written consent of Company, acting in a commercially reasonable manner, and (ii) the execution and delivery by the Secured Party or such other person (if any) of such documentation as Company may require, acting in a commercially reasonable manner (A) to grant to Company a royalty-free non-exclusive license to use the intellectual property of the Secured Party or such other person (if any) to the extent necessary to permit Company to perform Billing Services (as defined in the Open Bill Agreement) and its other obligations under the Open Bill Agreement, and (B) to provide for the express assumption by the Secured Party or such other person (if any), as a principal obligant and not as a surety, of all covenants, obligations, terms, conditions, representations and warranties of the Biller to and in favour of Company contained in the Open Bill Agreement as if it were a party to the Open Bill Agreement in the place and stead of the Biller.

ARTICLE 4 – ACCESS

- 4.1 The parties hereto shall permit each Creditor and its agents, employees and representative access at all reasonable times to any property or assets of the Biller subject to a Creditor Interest in favour

of such Creditor to view the same and to obtain access to the same including the right to make copies of or extracts from any books of account and all records, ledgers, reports, documents and other writings relating to such property and assets.

ARTICLE 5 – PROCEEDS AND RECEIPTS OF ASSETS

- 5.1 All Proceeds resulting from the enforcement of or realization on any of the assets of the Biller will be divided or otherwise dealt with in such a way so as to give effect to the provisions of this Agreement and the priorities created or intended to be created and established hereby. Neither Creditor shall be required to realize against any assets of the Biller under its Creditor Interest for the benefit of the other Creditor.
- 5.2 After the provision of any notice pursuant to Section 7.1 hereof, if a Creditor receives or comes into possession of any assets (including Proceeds) over which the other Creditor has priority under this Agreement, the Creditor shall hold the assets in trust for the other Creditor and shall forthwith deliver or pay the assets to the other Creditor.
- 5.3 With the exception of monies deposited in any accounts specifically designated as trust accounts by the Biller for the benefit of Company, the Secured Party shall have no obligation to Company with respect to any monies in any other account of the Biller maintained at the Secured Party, or any other monies deposited in or disbursed from any other account, unless the Secured Party has received notice of default from Company as provided in Section 7.1.

ARTICLE 6 – INFORMATION DISCLOSURE

- 6.1 Each Creditor shall provide to the other Creditor from time to time upon request full information and particulars as to the amounts owing by the Biller to that Creditor, the performance by the Biller of its obligations to that Creditor and any other information which that party requesting the same deems material. The Biller hereby consents to such disclosure.

ARTICLE 7 – REALIZATION

- 7.1 If a Creditor makes demand or accelerates the time for payment of any indebtedness of the Biller or gives notice to the Biller of its intention to enforce its Creditor Interest or commences proceedings in court or otherwise for the enforcement of any Creditor Interest or collection of any indebtedness of the Biller, such Creditor shall as soon as reasonably possible give the other Creditor notice thereof and shall from time to time promptly provide the other Creditor at its request full information concerning the status of any action taken by such Creditor against the Biller or any of its assets. Any failure to provide such notice shall not result in any liability of a party to the other party.

ARTICLE 8 – GENERAL

- 8.1 This Agreement shall as between the Creditors evidence and govern the priorities of the Creditor Interests in all respects and regardless of the priorities otherwise accorded to the Creditor Interests by any principle of law or any statute, including the PPSA, and in particular, without regard to the time of:
- (a) creation, grant, execution or delivery of the Creditor Interests;
 - (b) attachment or perfection of the Creditor Interests;
 - (c) registration of or in respect of the Creditor Interests or the filing of financing statements or other instruments and documents with respect thereto;
 - (d) default in respect of, or crystallization of, the Creditor Interests; or
 - (e) any notice to or demand upon the Biller or to any other person (or the failure to give any notice or demand).
- 8.2 The parties hereto shall, from time to time and at all times hereafter, upon every reasonable request of either of the Creditors and at the expense of the Biller, make or do such further acts and things and execute, deliver, register and file such further deeds, documents and assurances as may be necessary in the opinion of such Creditor for more effectively implementing and carrying out the true intent and purpose of this Agreement.
- 8.3 This Agreement shall constitute a continuing agreement, notwithstanding that the Biller may not be indebted to a particular Creditor at any time, and each Creditor may, without notice to the other Creditor, lend money, extend credit and make other financial accommodations to or for the account of the Biller on the faith hereof. Nothing herein shall restrict either of the Creditors from revising, replacing, amending or supplementing either of the Creditor Interests, or acquiring additional security upon any property or assets of the Biller (now or hereafter acquired), provided that all such Creditor Interests shall be held and dealt with in accordance with the provisions herein.
- 8.4 No provision of this Agreement shall be construed as obligating a Creditor to advance any monies or otherwise extend credit to the Biller at any time, whether such amounts are to be used by the Biller to pay all or any part of the indebtedness to the other Creditor or otherwise.
- 8.5 Nothing contained in this Agreement is intended to or shall impair the obligations of the Biller to pay its indebtedness and perform its obligations to the Creditors, including the principal thereof and the interest and premium, if any, thereon as and when the same shall become due and payable

in accordance with the terms applicable thereto nor shall anything in this Agreement limit or in any way restrict or prevent any Creditor from demanding payment in full of the indebtedness of the Biller to it or otherwise to accelerate the payment thereof.

8.6 To the extent any of the Creditor Interests shall be unenforceable against Creditors of the Biller generally, the Creditor holding such security shall not be entitled to claim the benefit of this Agreement in respect thereof. None of the parties hereto shall take any steps or do any act or thing whereby the priorities provided for herein may be defeated or impaired.

8.7 All notices, directions, documents of any natured required or permitted to be given pursuant to or in connection with this Agreement shall be in writing and shall be delivered personally or by courier or sent by e-mail as follows:

(a) if to the Secured Party:

[insert address]

Email: •

Attention: •

(b) if to Company:

500 Consumers Road

Toronto, ON M2J 1P8

Email: EGDOpenBillAdmin@Company.com

Attention: Manager, Billing Relationships

With a copy to:

500 Consumers Road

Toronto, Ontario M2J 1P8

Email: EGDILawContracts@Company.com

Attention: Vice President, Gas Distribution Law

(c) if to the Biller:

[insert address]

Email: •

Attention: •

or at such other address of which such party has given notice to the other parties hereto. A notice shall be deemed to have been received on the day it is delivered if delivered personally or by courier. A notice sent by e-mail shall be deemed to have been received on the day it is sent, provided no incomplete or bounce-back error transmission is received by the sending Party. If such

day is not a Business Day or if the notice is received after 5:00 p.m. (at the place of receipt), the notice shall be deemed to have been received on the next Business Day.

- 8.8 This Agreement may not be amended except by written agreement, signed by both of the Creditors. No consent of the Biller shall be necessary to any amendment to the terms hereof by the Creditors unless the interests of the Biller are directly affected thereby.
- 8.9 Each of the Parties shall, from the time of the written request of another Party, do all such further acts and execute and deliver or cause to be done, executed or delivered all such further acts, deeds, documents, assurances and things as may be required, acting reasonably, in order to fully perform and to more effectively implement and carry out the terms of this Agreement.
- 8.10 Any provision of this Agreement which is invalid or unenforceable under the laws of any jurisdiction in which this Agreement is sought to be enforced shall, as to such jurisdiction and to the extent such provision is invalid or unenforceable, be deemed severable and shall not affect any other provision of this Agreement.
- 8.11 This Agreement has been made in the Province of Ontario and shall be construed, interpreted and performed in accordance with the laws of Ontario and the laws of Canada applicable therein.
- 8.12 This Agreement, and all of the rights, benefits and obligations of the parties hereunder, and any part thereof shall enure and accrue to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns and every reference herein to a party hereto shall extend to such successors and assigns as if specifically named therein; provided that a Creditor (the "Assignor") assigning or transferring any of the Creditor Interests shall first deliver to the other Creditor a written agreement by the proposed assignee or transferee in favour of the other Creditor to be bound by the provisions hereof to the same extent as the Assignor.
- 8.13 This Agreement, and any amendment to this Agreement, may be executed in any number of counterparts, and may be executed using electronic signatures. The executed signature page(s) from each counterpart may be joined together and attached to an original and together shall constitute one and the same instrument. Exchange of counterparts of a document may be provided by fax or other electronic means, including email delivery.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

ENBRIDGE GAS DISTRIBUTION INC.

By:

Name: _____

Title:

[SECURED PARTY]

By:

Name: _____

Title:

[OPEN BILL PARTICIPANT]

By:

Name: _____

Title:

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, Attach. 3, p. 25]

Please provide copies, with all information identifying Biller name and address suitably redacted, of the Monthly Statements described in Section 4.5 issued in October through December, 2018, broken down by month.

Response

Please see response to HVAC Interrogatory #8(b), found at Exhibit I.B.EGI.HVAC.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, Attach 3, p. 30]

Please advise whether the term Service Bills in Section 6.1(c) includes all distribution bills rendered by the Company in a billing cycle, or only those bills rendered in that billing cycle that include Customer Services provided by Billers. Based on the answer to that question, please advise the current total number of Service Bills that have to include a particular Customer Service for the 0.5% threshold to be met.

Response

It is not clear to Enbridge that this question is relevant to the relief being sought in this Application.

Without conceding the relevance of the question, Enbridge can advise that the relevant number of Service Bills in Section 6.1(c) is the number of Service Bills that include Customer Services from Billers in any billing cycle month, which currently is approximately 1.4M per billing cycle month. This makes the 0.5% threshold equal to approximately 7,000 Service Bills per billing cycle month.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, Attach. 3, p. 41]

Please advise whether the inclusion of the Union Gas rate zone in the Open Bill program would generate the Company's right to terminate under Section 8.5. Please advise if Section 8.5 allows the Company to require Enbridge Billers to agree to the terms of any Union Gas Open Bill contract.

Response

Currently, each of the Enbridge Gas Distribution and Union Gas divisions of Enbridge Gas Inc. plan to operate separate Open Bill programs, with substantially similar forms of OBA Agreement. Separate OBA programs are required due to technical limitations, and differences between the scope of the Enbridge Gas Distribution and Union Gas Open Bill program. The combination or merging of the Enbridge Gas Distribution and Union Gas Open Bill programs would involve many considerations. In the event that Enbridge Gas Distribution and Union Gas are in a position to offer a combined or merged Open Bill program, the contract applicable to such program would reflect the technical and regulatory framework, as well as learnings obtained from Enbridge's experience with the form of OBA Agreement then in effect.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, Attach. 3, p. 43]

For each of the last three years, please provide the number of Billers who were in default under Section 8.6(d) of the Prior Agreement. For the same period, please provide the number of Billers who would have been default under Section 8.7(e) of the 2019 Agreement, if it had been in effect during those three years. Please confirm that all of the Billers in both cases would have been in the bottom quartile of Billers by number of charges on bills.

Response

It is not clear to Enbridge that this question is relevant to the relief being sought in this Application.

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, Attach. 3, p. 51]

Please provide evidence that the Company has an insurance policy that, compliant with Section 9.4.2, lists all Billers as additional insureds. Please advise the additional cost to the Company, if any, of having the Billers so listed.

Response

It is not clear to Enbridge that this question is relevant to the relief being sought in this Application.

Without conceding the relevance of the question, attached is a Certificate of Insurance evidencing coverage for the OBA Agreement. The costs of including Billers as additional insureds are not material.

**Certificate of Insurance**

No.: ENB-2018-3-EGI

Dated: February 07, 2019

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder:

Enbridge Gas Inc.
500 Consumers Rd.
North York, ON M1J 1P8

Named Insured and Address:

Enbridge Gas Inc.
50 Keil Drive North
Chatham, ON N7M 5M1

This certificate is issued regarding:

Open Bill Access Billing and Collection Services Agreement

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Bodily Injury and Property Damage • Occurrence Policy Form	Zurich Insurance Company Ltd	8841825	May 01, 2018 to May 01, 2019	Any One occurrence	CDN 2,000,000
				Products & Completed Operations Aggregate	CDN 2,000,000
				General Aggregate	CDN 2,000,000
				Self Insured Retention	Subject to applicable SIR

Additional Information:

Billers as required by contract and agreed by Enbridge are added as an Additional Insured under Commercial General Liability policy, but only with respect to the liability arising out of the operations of the Named Insured.

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited

222 - 3rd Avenue SW
Livingston Place, Suite 1100
Calgary, AB T2P 0B4
Telephone: -
Fax: -
Calgarycertrequest@marsh.com

Marsh Canada Limited

By:


Daniel Bekele

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

[B/1/1, Attach. 3, p. 56]

Please explain the circumstances in which it would be appropriate for the Company to assign the OBA Contract, or the rights, entitlement, duties and obligations under the OBA Contract, to an Affiliate. Given that the Company is not seeking the approval of the Board for the OBA Contract, please explain the nature of any application to the Board for approval for such an assignment, and the jurisdiction of the Board to hear it.

Response

When Enbridge was drafting the referenced provision, a decision on the MAADS application had not yet been issued. At the time, corporate structure (and the means to attain the corporate structure) for a future combined utility was not known and thus had not been communicated to the team negotiating the OBA Agreement. This clause was inserted to ensure that Enbridge had flexibility to implement the OBA program under a new corporate structure after the combination of EGD and Union Gas.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Industrial Gas Users Association ("IGUA")

Interrogatory

Reference: Exhibit B, Tab 1, Schedule 1, page 2, paragraph 4.a).

EG is proposing that the costs used to determine net revenues for the Open Bill Access (OBA) program in each of 2019 and 2020 will be the costs at the end of 2018, adjusted in the same way as EG proposes to adjust the OBA program Billing Fees in each of 2019 and 2020 (i.e. annual increases equal to the change in the Canadian Consumer Price Index ("CPI"), All Items, but not to exceed 2.5% per year.

- (a) Please confirm that to date the costs used to determine net revenues for the OBA program have been those specified in the table set out at Exhibit B, Tab 1, Schedule 1, Attachment 1, Page 11, rather than actual costs.
- (b) Please confirm that EG intends to use the 2018 costs specified in the table set out at Exhibit B, Tab 1, Schedule 1, Attachment 1, Page 11, rather than actual costs in 2018, as the basis for the costs proposed to be used to determine net revenues for the OBA program in each of 2019 and 2020.
- (c) Please confirm that under EG's proposal, the 2019 and 2020 costs used to determine net revenues for the OBA program will not necessarily reflect actual OBA program costs.
- (d) Please provide a forecast of actual 2019 and 2020 OBA program costs.
- (e) Please explain why EG's proposal for escalation of the costs used to determine OBA net revenues for 2019 and 2020 is appropriate in the context of the new 5 year incentive regulation mechanism effective for EG as of January 1, 2019, which includes a broad earnings sharing mechanism. In particular, please explain why OBA costs and revenues should not be subject to the same treatment as other utility costs and revenues and included in the broad earnings sharing mechanism to which EG is now subject.

- (f) Please explain why it remains appropriate for EG to retain the first \$2 million of earnings above the \$5.389 million credit to ratepayers embedded in current (interim 2019) rates prior to sharing additional OBA program earnings with ratepayers.
- (g) Please provide a current forecast of total 2019 earnings sharing, assuming that EG's 2019 rates are approved as proposed in EB-2018-0305 and EG's OBA program proposal herein is accepted as filed, showing separately each of;
- (i) the OBA program ratepayer credit proposed to be retained in 2019 rates;
 - (ii) any additional OBA program earnings sharing forecast under EG's proposal; and
 - (iii) any additional broader earnings sharing forecast.

Response

- a) As set out in response to OEB Staff Interrogatory #3, found at Exhibit I.B.EGI.STAFF.3 since 2013 Enbridge has used the costs from the INQVIS study (those included in the 2013 Settlement Agreement) to determine net OBA program revenues.
- b) Confirmed.
- c) Confirmed.
- d) Enbridge's forecast actual OBA program costs (direct costs) for 2019 and 2020 are shown below.

	<u>2019</u>	<u>2020</u>
Expenses		
Open Bill		
Postage (Standalone Bills)	\$ 276,810	\$ 281,516
Accenture Charges	\$ 9,850,182	\$ 10,348,136
Bad Debt (Allocation)	\$ 3,447,558	\$ 3,506,166
Support	\$ 668,740	\$ 680,108
Other	\$ 179,643	\$ 182,697
Total OBA Expenses	\$ 14,422,932	\$ 14,998,623
Bill Insert		
Support	\$ -	\$ -

Total OBA & Bill Insert Expenses	<u>\$ 14,422,932</u>	<u>\$ 14,998,623</u>
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e) and f) The current revenue sharing approach provides appropriate incentive for the Company to continue the OBA program. The EB-2017-0306/0307 MAADs and Ratemaking Model decisions approved 2018 rates as the base year rate for the price cap model. As such the ongoing credit of \$5.389 million per year to ratepayers from the OBA Program continues to be included in rates for the term of the price cap mechanism. In the aforementioned decisions the Board also approved the ongoing use of the Open Bill Revenue Variance Account (which continues the current sharing approach). No base year adjustments were proposed, and no objections were raised. If parties had raised the prospect of including OBA program revenue sharing in the ESM approved in the MAADs proceeding, then Enbridge would have been able to propose earning sharing from the first dollar of net revenues above the ESM threshold (as compared to the approved approach, which credits ratepayers with the first \$5.389 million before Enbridge receives any benefit).

g)

- i. \$5,389,604
- ii. None – see response to Board Staff Interrogatory #3(e).
- iii. None