

SEC Interrogatory #179

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Interrogatory

**Reference:
F3-1-4**

Question(s):

Please provide a copy of all shared services or similar agreements between OPG's affiliates and OPG.

Response

The requested OPG service agreements with Atura Power, Laurentis Energy Partners (confidential), PowerOn Energy Solutions (confidential), and Origin Nuclear are provided in Attachments 1, 2, 3, and 4, respectively. Refer to Ex. L-A1-CCC-010 for such agreements with DNNP LP.

**SECOND AMENDED AND RESTATED
GENERAL SERVICES AGREEMENT**

Among

NV LP

and

PORTLANDS ENERGY CENTRE L.P.

and

BRIGHTON BEACH POWER L.P.

and

ONTARIO POWER GENERATION INC.

Effective Date: April 29, 2020
Dated as of May 11, 2021

THIS SECOND AMENDED AND RESTATED GENERAL SERVICES AGREEMENT (this “**Agreement**”) is entered into as of the 11th day of May, 2021, with an effective date of April 29, 2020

AMONG:

NV LP, a limited partnership formed under the laws of the Province of Ontario (“**NV LP**”)

and

PORTLANDS ENERGY CENTRE L.P., a limited partnership formed under the laws of the Province of Ontario (“**PEC LP**”)

and

BRIGHTON BEACH POWER L.P., a limited partnership formed under the laws of the Province of Ontario (“**BB LP**”)

and

ONTARIO POWER GENERATION INC., a corporation incorporated under the laws of the Province of Ontario (“**OPG**”)

WHEREAS PEC LP and OPG entered into a general services agreement made effective as of March 1, 2009 (the “**Original General Services Agreement**”);

AND WHEREAS PEC LP and OPG entered into an amended and restated general services agreement dated April 29, 2020 (“**A&R GSA**”), to amend the Original General Services Agreement to include services provided in respect of Halton Hills Generating Station and Napanee Generating Station, in addition to Portlands Energy Centre;

AND WHEREAS the Parties now wish to further amend the A&R GSA in order to include services provided to NV LP and BB LP and wish to retain April 29, 2020 as the effective date of this Agreement;

AND WHEREAS PEC LP operates the PEC Facilities, BB LP operates Brighton Beach Generating Station, and NV LP is the common shareholder of the general partner of each of PEC LP and BB LP;

AND WHEREAS PEC LP and BB LP are each registered to do business as Atura Power;

AND WHEREAS NV LP, PEC LP and BB LP each require services to be provided by OPG from time to time, and NV LP, PEC LP and BB LP and OPG desire to enter into this Agreement to set out the general terms and conditions that will apply to provision of such services, with an effective date as of April 29, 2020.

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the Parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Specific Definitions

As used in this Agreement, the following terms shall have the meaning set forth or as referenced below:

- (a) "**Actual Labour Costs**" means OPG's hourly standard labour rates (calculated to include salary, direct and indirect benefits) together with related long-term incentive and corporate overhead costs, with no mark-up for profit;
- (b) "**Applicable Laws**" in respect of any Person, property, transaction or event, means all present and future laws, statutes, regulations, treaties, judgements and decrees applicable to that Person, property, transaction or event and, whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction or event;
- (c) "**Atura Group**" shall mean NV LP, its general partner, PEC LP, PEC Inc., BB LP, BB Ltd., and each of their respective directors, officers, employees, contractors, subcontractors, agents or representatives;
- (d) "**BB Ltd.**" shall mean Brighton Beach Power Ltd., a corporation incorporated under the laws of the Province of Ontario, and the sole general partner of BB LP, and wholly-owned by NV LP;
- (e) "**Claims**" shall mean all claims, demands, losses, costs, penalties, damages, injuries, expenses, liabilities, suits or proceedings, including reasonable legal fees;
- (f) "**Confidential Information**" means all information, written or oral, furnished by a Party, directly or indirectly, to the receiving Party, including but not limited to all contracts, financial information, engineering reports, environmental reports, technical and economic data, marketing terms and arrangements, knowledge, know-how and related information such as plans, maps, drawings, field notes, sketches, photographs, computer records or software, specifications, models, or other information which is or may be either applicable to or related in any way to the assets, business or affairs of the disclosing Party or the Facilities. Confidential Information shall include the Intellectual Property and the Materials. Confidential Information shall not include information that is already known to the receiving Party on a non-confidential basis from a source that is entitled to disclose the information, or that is or becomes generally available to the public other than as a result of any act or omission of the receiving Party or its officers, employees or advisers, or that is received by the receiving Party from a third party which is not prohibited from disclosing it;

- (g) "**Facilities**" means the PEC Facilities, Brighton Beach Generating Station and any other generation facilities that may be acquired in the future directly or indirectly by NV LP;
- (h) "**General Services**" shall have the meaning as set out in Article 3.1;
- (i) "**Governmental Authority**" shall mean any federal, provincial, local, municipal or other governmental, administrative, judicial, regulatory agency or entity having or asserting valid jurisdiction over a Party, the Facilities or this Agreement, including the Independent Electricity System Operator (IESO) and its successors;
- (j) "**Intellectual Property**" shall have the meaning as set out in Article 7.1;
- (k) "**Materials**" shall have the meaning as set out in Article 7.1;
- (l) "**Party**" means a party to this Agreement and "**Parties**" means all of them, as the context requires;
- (m) "**PEC Facilities**" means Halton Hills Generating Station, Napanee Generating Station, Portlands Energy Centre and any other generation facilities that may be acquired in the future by PEC LP;
- (n) "**PEC Inc.**" shall mean Portlands Energy Centre Inc., a corporation incorporated under the laws of the Province of Ontario, and the sole general partner of PEC LP and owned 50/50 by NV LP and OPG;
- (o) "**Person**" shall mean any individual, sole proprietorship, partnership, corporation or company, with or without share capital, trust, foundation, joint venture, Governmental Authority or any other incorporated or unincorporated entity or association of any nature;
- (p) "**Work Estimate and Approval Form**" shall mean the document issued by OPG in substantially the form attached as Exhibit "B" to this Agreement; and
- (q) "**Work Request Form**" shall mean the request for services issued by NV LP, PEC LP or BB LP in substantially the form attached as Exhibit "A" to this Agreement.

1.2 Interpretation

- (a) The singular imports the plural, the masculine, the feminine, and vice versa and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency);
- (b) references to "this Agreement", "hereof", "herein" and similar expressions refer to the Agreement (including the recitals) and any appendices or schedules hereto, and to no other documents; and
- (c) the division of this Agreement into parts, Articles, sub-articles and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

1.4 Exhibits

The following are the Exhibits attached to and incorporated by reference in this Agreement, which are deemed to be a part hereof:

Exhibit A - Work Request Form

Exhibit B - Work Estimate and Approval Form

ARTICLE 2 TERM

2.1 Term

The term of this Agreement shall commence on April 29, 2020 and continue for four years until and including April 28, 2024 (the "**Term**"). The Parties may extend the Term by mutual agreement on mutually agreeable terms in writing. This Agreement may also be terminated earlier by either Party with ninety (90) days' prior written notice to the other Party, or at any time upon mutual consent of the Parties in writing.

ARTICLE 3 GENERAL SERVICES

3.1 General Services

This Agreement shall apply to all technical and other services provided by OPG, either directly or through its subcontractors, to NV LP, PEC LP or BB LP, pursuant to the terms of this Agreement (the "**General Services**").

3.2 Scope

Except with the prior consent of the Parties, as evidenced by the issuance of an approved Work Estimate and Approval Form, this Agreement shall not apply to, and General Services shall not include, technical or other services estimated to cost in excess of \$200,000. General Services shall also not include any market related services from, or the sharing of any related information technology systems with, OPG or its affiliates (excluding NV LP and its subsidiaries).

3.3 Standard of Care

In the provision of the General Services to NV LP, PEC LP or BB LP by OPG hereunder, OPG shall exercise the degree of care, diligence and skill as would a reasonably prudent Person having responsibility for the provision of services of the nature of the General Services to a generating facility similar to the Facilities in comparable circumstances.

In the event of any breach of this Article 3.3 of this Agreement, provided none of NV LP, PEC LP or BB LP has delivered to OPG a timely notice as required herein, OPG shall at its own expense, re-perform the non conforming General Services. The remedy set forth in this Article 3.3 is the sole and exclusive remedy for such a breach.

ARTICLE 4 PROCESS

4.1 Request for General Services

General Services which are required by NV LP, PEC LP or BB LP and which can be provided by OPG shall be initially identified through verbal discussions. To formally request such General Services, any of NV LP, PEC LP or BB LP shall complete a Work Request Form indicating the project name, a brief description of the services required, and any timeline or other limitations or applicable conditions, including special terms and conditions. The Work Request Form shall then be forwarded to OPG's contact as set out on the form.

4.2 Definition and Estimation

Upon receipt of a Work Request Form from any of NV LP, PEC LP or BB LP, OPG will determine if it will provide an estimate in response. If so, it shall complete a Work Estimate and Approval Form confirming the work to be carried out and estimating the schedule, resources and total costs and price. The Work Estimate and Approval Form shall then be forwarded to NV LP, PEC LP or BB LP's contact as set out on the form.

4.3 Authorization

In response to a Work Estimate and Approval Form, NV LP, PEC LP or BB LP shall then indicate its approval to its terms and conditions by executing the form. The Work Estimate and Approval Form, when executed by both Parties and delivered to OPG, will serve as authorization for OPG to commence and carry out the General Services as specified therein.

4.4 Applicable Terms and Conditions

The General Services shall be performed in accordance with the terms and conditions of this Agreement. To the extent the Parties may mutually agree, the General Services may be subject to any additional or special terms and conditions as provided in the Work Estimate and Approval Form. Without limiting the generality of the foregoing, and for clarity, a Work Estimate and Approval Form may contain special terms and conditions applicable to the General Services described therein. To the extent such special terms and conditions are inconsistent or conflict with the terms and conditions in this Agreement, such special terms and conditions shall govern.

4.5 Price for Services

NV LP, PEC LP or BB LP agrees to pay, and OPG hereby agrees to accept as full payment for the General Services, the compensation and fees as set forth in the applicable Work Estimate and Approval Form.

The price for General Services may be fixed price or time and materials, as agreed in the applicable Work Estimate and Approval Form. In the case of General Services performed on a fixed price basis, subject to Article 5.2 below, the price includes all activities and materials required to perform the services, and the price will not be subject to adjustments for changes in any cost of the services to OPG without the written consent of NV LP, PEC LP or BB LP, as applicable.

Where the price for General Services is on a time and materials basis, the applicable labour or unit rates for the individuals providing the services shall be equal to OPG's Actual Labour Costs. In addition, and where applicable to General Services provided on a time and materials basis, NV LP, PEC LP or BB LP shall pay for all third party expenses incurred by OPG in providing those services together with the direct cost of any materials, equipment or other deliverables thereunder, all without mark-up for profit or otherwise.

4.6 Facility Policies and Procedures

If OPG provides General Services at the Facilities, OPG shall do so in accordance with the applicable party's policies and procedures, including security checks, that have been provided to OPG.

ARTICLE 5 PAYMENT

5.1 Invoices

Notwithstanding anything else in this Agreement, OPG shall invoice PEC LP for all General Services performed for any of NV LP, PEC LP and BB LP and invoices will indicate the price, labour-hours and fees or other compensation payable for provision of the services as provided in Article 4.5 above. OPG will provide invoices to PEC LP on a monthly basis, or as agreed from time to time, for all General Services provided.

5.2 Taxes

Any federal goods and services tax/harmonized sales tax which is payable in respect of the General Services shall be added to the invoices and each such invoice shall state separately the amount of such tax payable together with OPG's goods and services tax/harmonized sales tax registration number.

5.3 Payment of Invoices

PEC LP shall pay all invoices within thirty (30) days of receipt of the invoice.

ARTICLE 6 LIABILITY AND INDEMNIFICATION

6.1 Indemnity by PEC

PEC LP shall indemnify, defend and hold harmless OPG and its directors, officers, employees, subcontractors and agents from and against all Claims imposed upon or incurred by

OPG with respect to any personal injury or death of any individuals performing General Services pursuant to this Agreement, arising out of the gross negligence or willful misconduct of PEC LP during the Term of this Agreement.

6.2 Liability of OPG

OPG shall indemnify, defend and hold harmless the Atura Group from and against all Claims imposed upon or incurred by any member of the Atura Group by or in favour of a third party (including, without limitation, those Claims arising in favour of or brought by or on behalf of any of NV LP, PEC LP, BB LP, employees, agents, contractors, subcontractors or representatives), based upon, in connection with, relating to or arising out of the provision of the General Services, where and to the extent that any such Claim results from, arises out of or is attributable to the gross negligence or willful misconduct of OPG in the provision of the General Services.

6.3 Limitation of Liability

Subject to Article 6.5, the liability of OPG for all Claims by NV LP, PEC LP and BB LP against OPG arising in respect of this Agreement will not exceed:

- (a) an amount equal to the cumulative amount of all amounts paid or payable under this Agreement by NV LP, PEC LP or BB LP, as applicable, to OPG, exclusive of any goods and services tax/harmonized sales tax; and
- (b) the amount of insurance recoverable under this Agreement.

6.4 No Liability

Notwithstanding anything in this Agreement, OPG shall not be responsible to the Atura Group for any losses, damages, costs, expenses and injury of every kind and character:

- (a) to the property, facilities, equipment or materials (including, the Facilities) of any member of the Atura Group; or
- (b) except for third party Claims under Articles 6.2 and Claims under Article 7.3, resulting from Atura Group's access to or use of the Materials or the Intellectual Property.

6.5 Exceptions to Limitation

The limitation of liability set out in Article 6.3 will not apply, however, to:

- (a) third party Claims under Article 6.2; or
- (b) Claims suffered or incurred by a member of the Atura Group or any Claims made against any member of the Atura Group by any Person, to the extent arising in respect of the deliberate or willful breach of this Agreement by OPG.

6.6 Consequential Damages

Except for any third party Claims, and except to the extent recoverable under insurance required by this Agreement, no Party will be liable to another Party for any indirect or consequential damages.

6.7 Duty to Mitigate

Each Party has a duty to mitigate damages and shall use all commercially reasonable efforts to minimize any losses, costs, expenses, damages or other liabilities it may incur as a result of the other Party's performance or non-performance of this Agreement.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 Ownership of Materials

The Parties acknowledge that OPG owns and possesses significant intellectual property, which may have applicability to the development, implementation and operation of NV LP, PEC LP and BB LP. All of the materials, literary works, and other works of authorship that are prepared for or delivered to NV LP, PEC LP or BB LP by OPG under this Agreement (such as test results, data, documentation, reports, drawings, programs, programming tools, presentation materials and summarized information) (the "**Materials**") shall be owned exclusively by OPG.

Furthermore, the Parties agree that OPG (either independently or jointly with other third parties) has all right, title and interest in Materials, including but not limited to:

- (i) any copyright;
- (ii) any idea, design, process, database, data, testing procedure, models, concept, technique, invention, discovery or improvement, whether or not patentable; and
- (iii) any other intellectual or proprietary right, that is inherent in the Materials (the "**Intellectual Property**").

7.2 Use of Materials

OPG retains the right to use the Materials and the Intellectual Property developed or owned by OPG and provided to NV LP, PEC LP or BB LP pursuant to this Agreement, and subject to applicable patents and copyrights, the Materials and Intellectual Property may be used freely by OPG.

Notwithstanding the above, OPG hereby grants to each of NV LP, PEC LP and BB LP, a limited licence during the Term of this Agreement and for as long as (as applicable) PEC LP operates the PEC Facilities or BB LP operates Brighton Beach Generating Station to use, execute, perform and display the Materials and the Intellectual Property, provided that such actions are for the sole purpose of operating and decommissioning the Facilities. Any other use of the Materials, including sublicense, transfer, copying or reproducing to any other third party, shall only be in accordance with terms to be negotiated by the Parties.

Should any of NV LP, PEC LP or BB LP wish to acquire any other rights of usage to the Materials or Intellectual Property, it may issue a notice to OPG pursuant to Article 8 of this Agreement and OPG may agree to enter into negotiation for such acquisition. Any such acquisition of rights shall be subject to terms to be negotiated on a case by case basis.

7.3 Warranty and Indemnity

OPG will pay all royalties, licence fees and other monetary amounts required in respect of the Materials and the Intellectual Property associated with the General Services.

OPG confirms that it owns or has obtained from third parties, duly authorised grants of all right, title and interest necessary to provide to NV LP, PEC LP or BB LP a licence regarding the Intellectual Property associated with the General Services in the manner set out in Article 7.2 of this Agreement.

OPG will, at its expense defend all claims, actions or proceedings against NV LP, PEC LP or BB LP based on any allegation that the Intellectual Property, or any part of the Intellectual Property, constitutes an infringement upon, or a misappropriation of any Intellectual Property and will pay to NV LP, PEC LP or BB LP, as applicable, all resulting costs, damages, charges and expenses incurred. NV LP, PEC LP or BB LP, as applicable, will give OPG written notice of any such claim, action or proceeding and at the request and expense of OPG, NV LP, PEC LP or BB LP, as applicable, will provide all available information, assistance and authority required to conduct its defence.

If all or any part of the Intellectual Property is finally determined to constitute an infringement or misappropriation of intellectual property rights, or if NV LP, PEC LP or BB LP, as applicable, is enjoined from using any of the Intellectual Property as a result of an infringement or misappropriation claim, OPG will at its expense promptly obtain for NV LP, PEC LP or BB LP, as applicable, the right to continue using the Intellectual Property or promptly modify or replace the noncompliant elements of the Intellectual Property to the extent necessary to render the Intellectual Property compliant, without adversely affecting the functional or performance capabilities of the Materials.

ARTICLE 8 ADDITIONAL TERMS

8.1 Termination

From and after the effective date of termination of this Agreement, OPG shall not be entitled to any further payments under Article 5 for the periods subsequent to the effective date of termination but shall be paid all fees accrued to the effective date of termination. OPG shall submit a final statement of fees to PEC LP within ninety (90) days of the effective date of termination and such fees shall be paid to OPG within thirty (30) days of receipt by PEC LP of such statement. All rights accruing prior to the effective date of termination and all indemnity rights and the provisions of Article 6 and Article 8.11 shall survive the effective date of termination.

8.2 Transfers on Termination

On termination, OPG shall co-operate to ensure an orderly and smooth transition of the provision of all General Services to NV LP, PEC LP or BB LP, as applicable, or to such party as

NV LP, PEC LP or BB LP may direct so as to ensure that any disruptions to the Facilities caused by the termination are minimized. Within thirty (30) days of the effective date of termination, OPG shall, to the extent that it is able, subject to legislative and contractual restrictions, deliver to and, where applicable, transfer into the name of NV LP, PEC LP or BB LP, as applicable, or as NV LP, PEC LP or BB LP may in writing direct, all property and documents of NV LP, PEC LP or BB LP then in the custody of OPG.

8.3 Confirmation of Records

During the term of the Agreement, and only in respect of General Services invoiced on a time and materials basis, PEC LP shall have the right to reasonable access to the books, records and accounts maintained by OPG related to provision of the General Services to verify the accuracy of the hours and expenses as invoiced by OPG. PEC LP will provide OPG with thirty (30) days notice of any such request to verify the records.

8.4 Subcontracting

NV LP, PEC LP and BB LP acknowledge OPG's requirement to subcontract certain of the General Services to meet its obligations under this Agreement. OPG shall, in entering into any such contractual agreement with a subcontractor, ensure that such subcontractor is subject to the applicable terms and conditions of this Agreement including but not limited to all confidentiality requirements.

8.5 Assignment

This Agreement shall not be assigned by any Party without consent of the other Parties, which consent shall not be unreasonably withheld, provided that no Party may assign its interest in this Agreement to an affiliate.

8.6 Counterparts and Entire Agreement

- (a) This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed to be an original by the Parties, but all of which shall be considered one and the same instrument. Any counterpart signature transmitted by sending a scanned copy by electronic mail or similar electronic transmission will be deemed to be an original signature; and
- (b) This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

8.7 Notices

All notices hereunder shall be deemed given if in writing and delivered personally or sent by email, courier or by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other address as shall be specified by like notice):

- (a) if to OPG, to:
Ontario Power Generation Inc.
700 University Avenue

Toronto, Ontario M5G 1X6

Attention: Senior Vice President, Renewable Generation
Email: nicolle.butcher@opg.com

- (b) if to NV LP, PEC LP or BB LP to:
Atura Power
1415 Joshuas Creek Drive, Unit #101
Oakville, ON L6H 7G4

Attention: President
Email: Chris.Fralick@aturapower.com

Any notice given by mail, email or other electronic means shall be effective when received. Each Party may, by giving notice thereof to the other Party, change its address for notice, or designate to which notices must be directed, at any time.

8.8 Governing Law and Disputes

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- (b) If there is a dispute between the Parties in connection with this Agreement, the Parties will, acting reasonably and in good faith, use all reasonable efforts to resolve the dispute as soon as possible by negotiation.

8.9 Severability

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) suitable and equitable provisions shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8.10 Amendment, Modification and Waiver

Any amendments, modifications and waivers of this Agreement shall be done in writing and executed by all Parties.

8.11 Confidential Information

This Agreement and any Materials created hereunder shall be deemed to be Confidential Information and, for the term of this Agreement and a period of one (1) year after termination of this Agreement, none of NV LP, PEC LP and BB LP, without the consent of OPG, and vice versa, will divulge or communicate to any person or entity or exploit for any purpose whatsoever any

Confidential Information disclosed to it by the other Party or any Confidential Information obtained or produced in relation to the Agreement. Such prohibition does not prevent the disclosure of Confidential Information:

- (a) to officers, employees, advisers or contractors engaged by any of the Parties in connection with the Agreement, or to the partners of NV LP, PEC LP or BB LP, and who are made aware of the confidential nature of the Confidential Information; or
- (b) which is ordered or required by any Applicable Law or Governmental Authority or in accordance with the requirements of any recognized stock exchange.

Each of OPG (excluding, for greater clarity, NV LP and its subsidiaries), on one hand, and NV LP and its subsidiaries, on the other, will not disclose to the other any competitively sensitive information including information regarding electricity bid and offer strategies, electricity offer prices and quantities, gas procurement strategies and outage plans, unless such information is shared in accordance with the ring-fence conditions in its respective OEB licence and/or the applicable ring-fencing plan.

For greater clarity, OPG will not use any Confidential Information obtained under this Agreement to, what could reasonably be, the detriment of NV LP, PEC LP and BB LP.

8.12 OPG's Insurance

During the term of this Agreement, OPG shall, at its sole expense, maintain in full force and effect at all times during the performance of the General Services insurance coverages with terms, conditions and limits as set forth below, with insurers and under forms of policies reasonably satisfactory to PEC LP and BB LP:

- (a) Commercial General Liability Insurance having an inclusive limit of five million dollars (\$5,000,000) per occurrence, including personal injury and property damages for activities not related to the General Services;
- (b) Automobile Liability Insurance on all vehicles used in connection with the General Services, whether owned, leased or rented by OPG, which insurance shall have a limit of five million dollars (\$5,000,000) in respect of bodily injury (including passenger hazard) and property damage resulting from any one accident; and
- (c) Workers' Compensation insurance according to the jurisdiction in which the General Services are being performed.

At the request of PEC LP or BB LP, OPG shall deliver to PEC LP certificates evidencing the aforementioned policies. Insurance described under clause (a) above shall include PEC LP, BB LP, their employees and subcontractors as additional insureds.

In addition to the above, each policy shall include a clause specifying that the insurer(s) shall endeavour to provide not less than thirty (30) days advance notice in writing to PEC LP and BB LP prior to cancellation, termination or material alteration of said policy of insurance.

The requirements contained herein as to policy types, limits, terms and conditions as well as PEC LP's or BB LP's approval of insurance coverage to be maintained by OPG are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by OPG elsewhere under this Agreement.

Regardless of OPG's requirements as to insurance set out in this Article 8.12, insolvency, bankruptcy or failure of any insurer to pay any claim that may arise shall not constitute a waiver by PEC LP or BB LP of any of the provisions of this Agreement.

OPG is responsible for any and all deductibles from the above insurance policies.

8.13 PEC LP's and BB LP's Insurance

During the Term of this Agreement, PEC LP and BB LP shall, at its sole expense, maintain in full force and effect at all times during the performance of the General Services insurance coverages with terms, conditions and limits as set forth below, with insurers and under forms of policies reasonably satisfactory to OPG.

- (a) Commercial General Liability insurance having a minimum inclusive limit, for personal injury and property damage, of at least ten million dollars (\$10,000,000) per occurrence. This insurance shall be on a broad Canadian manuscript policy form which shall include but not be limited to the following:
 - (i) Contractual Liability;
 - (ii) Products/Completed Operations Liability;
 - (iii) Employers Liability;
 - (iv) a Cross Liability and Severability of Interests clause; and
 - (v) that it is primary insurance for all insureds without any pro-rata consideration from any other similar insurance carried by OPG or any of the other insureds.

This policy will be primary and include OPG as an additional named insured.

- (b) Property "All Risks" physical damage insurance, covering, without limitation, breakdown of electrical and mechanical systems, all materials, supplies, equipment, machinery, pipe, appurtenances and other similar property. This policy will be primary and include OPG as an additional insured as its interest may appear with a waiver of subrogation against all insured Parties hereunder.
- (c) Environment/Pollution Liability Insurance, providing coverage for first party property damage and site clean-up and any third party claims for bodily injury, property damage and clean-up for pollution and environmental incidents arising out of the operation of the Facilities, with a limit of not less than five million dollars (\$5,000,000) per occurrence and in the aggregate. The policy will be primary and include OPG as an additional insured.

At the request of OPG, PEC LP shall deliver to OPG a non-priced certified copy of said Property All Risk Insurance policy and said Commercial General Liability insurance policy, both of which shall contain an article specifying that the insurer(s) shall endeavour to provide not less than thirty (30) days advance notice in writing to OPG prior to cancellation, termination, or material alteration of said policies of insurance.

In the event of a loss under the above described policies, PEC LP or BB LP, as applicable, shall give immediate notice to OPG, and shall assist and cooperate in the timely settlement of any claim hereunder. PEC LP and BB LP are responsible for any and all deductibles from the above insurance policies.

8.14 No Joint Venture, Partnership, etc.

Nothing contained herein shall be construed as creating any joint venture, partnership, agency or joint and several liability among the Parties.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives on behalf of each of the Parties hereto as of the date first written above.

PORTLANDS ENERGY CENTRE L.P., by its general partner, **PORTLANDS ENERGY CENTRE INC.**

Per: 

Name: Chris Fralick
Title: President

BRIGHTON BEACH POWER L.P., by its general partner, **BRIGHTON BEACH POWER LTD.**

Per: 


Name: Chris Fralick
Title: President

NV LP, by its general partner, **2685277 ONTARIO INC.**

Per: 

Name: Chris Fralick
Title: President

ONTARIO POWER GENERATION INC.

Per: 

Name: Nicolle Butcher
Title: SVP - Renewable Generation & Power Marketing

Exhibit A - Work Request Form

General Service Agreement – Services Request Form

GSA Tracking Number:

Description/Scope of Work (Requestor to complete)

(What, When, Where, Purpose, etc.)

PEC BBP HHGS NGS All Atura / Common Support

.....

Start of Work

Does the Work need to be completed as soon as possible: YES NO

Regulatory Business Loss of Production

Please explain urgency:

Positions Who Would Perform Work and Numbers Required (identify trades / specialty skills to complete)

.....

Is it possible for this work to be completed by?

Regular Staff If no, explain:

Temporary Staff If no, explain:

Recommendation & Rationale:

.....

Complete the following estimates for this work (assuming proceeding to an external company):

Cost of Work: Labour \$.... Non-Labour \$.....

Number of Field Hours

Informed PWU local steward (if applicable): Date: DD/MMM/YY

Prepared by:

Reviewed by:

Requestor

Human Resources Manager

Forward completed form to Integration Manager and HR Manager, to be filled in HR LOF.

Exhibit B - Work Estimate and Approval Form

The attached form is used to define work scope and labour details and to estimate schedule and costs in response to a Work Request under the terms of the General Services Agreement. Once approved, the Parties will execute the form. The executed form will be the approval to OPG to commence the work.

WORK ESTIMATE AND APPROVAL FORM

General Information

Date:	Work Order Number:
OPG Contact:	Atura Contact:
OPG WO Manager:	Atura WO Manager:

Contract Type

Fixed Price
 Time & Material
 3rd Level Support “Technical Support”
 T&M
 Supplementary Staff
 Other, please specify:

Contract Period:	Start Date:	End Date:
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Work Description Summary:

Signatures of Agreement

<p>[to be filled in, depending on which entity requesting services] (Atura):</p> <p style="text-align: center;">_____ Date MM-DD-YYYY</p>	<p>Ontario Power Generation Inc (OPG):</p> <p style="text-align: center;">_____ Date MM-DD-YYYY</p>
--	--

Detailed Work Description
<input type="checkbox"/> Refer to Work Request Form
SCOPE OF WORK
<ul style="list-style-type: none">•

Other Supporting Documentation
<input type="checkbox"/> Additional relevant PEC project information, policies, procedures, standards that OPG requires to complete the Work Estimate and Approval Form.
SAFETY
<ul style="list-style-type: none">○

Pricing Detail

Specific Terms & Conditions

AMENDING AGREEMENT

This "**Amending Agreement**" is entered into as of **November 19, 2024** and is effective as of **April 29, 2024** (the "**Effective Date**") between

ONTARIO POWER GENERATION INC. ("OPG")

and

NV LP ("NV L.P.")

and

PORTLANDS ENERGY CENTRE L.P. ("PEC L.P.")

and

BRIGHTON BEACH POWER LP ("BB L.P." and, together with OPG, NV L.P., and PEC LP, the "Initial Parties**")**

and

ATURA H2 L.P. ("AH2 L.P." and, together with the Initial Parties, "All Parties**")**

Recitals

- A.** The Initial Parties entered into the Second Amended and Restated General Services Agreement, dated May 11, 2021 and effective April 29, 2020 (the "**Agreement**"), whereby OPG may, from time to time, provide services to NV L.P., PEC L.P., and BB L.P.
- B.** The Agreement expired on April 28, 2024, and, in accordance with Section 2.1 of the Agreement, the Initial Parties wish to amend the Agreement to extend the Term for an additional four (4) years with successive automatic extensions.
- C.** AH2 L.P. wishes to become a Party to the Agreement and the Initial Parties agree to add AH2 L.P. as a Party to the Agreement.
- D.** By executing this Amending Agreement, All Parties will extend the Term of the Agreement and AH2 L.P. will become a Party to the Agreement, on the terms and conditions set out in this Amending Agreement.

Therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which is hereby acknowledged), All Parties agree as follows:

1. Interpretation

Capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.

2. Article 2 – Term

Section 2.1 of the Agreement is deleted in its entirety and replaced with the following:

“The term of this Agreement shall commence on April 29, 2024 and continue for four years until and including April 28, 2028 (the "**Term**"). The Term will continue to automatically extend for successive four (4) year terms unless terminated earlier by a Party with ninety (90) days’ prior written notice to the other Party, or at any time upon mutual consent of the Parties in writing.”

3. Additional Party to the Agreement

All Parties hereto confirm and agree that, upon execution and delivery of this Amending Agreement, AH2 L.P. is hereby added as a “Party” to the Agreement, as fully and with the same force and effect as if AH2 L.P. had originally executed and delivered a counterpart thereof, and that the defined term “Parties” shall be deemed to include AH2 L.P.

4. Services continued under the Agreement

The provisions of this Amending Agreement are effective as of the Effective Date. For the avoidance of doubt, All Parties agree that any services provided by OPG to NV L.P., PEC L.P., or BB L.P., in the period between the expiry of the Agreement and the execution of this Amending Agreement, shall be deemed to have occurred under the Agreement.

5. General


- (a) Except as herein provided, the terms and conditions of the Agreement shall continue in full force and effect, unamended.
- (b) This Amending Agreement may be executed in one or more counterparts and may be delivered by electronic means, each of which shall be deemed an original and all of which when, taken together, shall constitute one and the same instrument.
- (c) This Amending Agreement is governed by and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF All Parties have executed this Amending Agreement made as of the date first written above.

ONTARIO POWER GENERATION INC.

NV L.P., by its general partner, **2685277 ONTARIO INC.**

Per: 
Name: Nicolle Butcher
Title: Chief Operations Officer
I have authority to bind the Corporation

Per: _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation

PORTLANDS ENERGY CENTRE L.P., by its general partner, **PORTLANDS ENERGY CENTRE INC.**

BRIGHTON BEACH POWER L.P., by its general partner, **BRIGHTON BEACH POWER LTD.**

Per: _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation

Per: _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation

ATURA H2 L.P., by its general partner, **ATURA HYDROGEN INC.**

Per: _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation


Signature page – Amending Agreement

IN WITNESS WHEREOF All Parties have executed this Amending Agreement made as of the date first written above.

ONTARIO POWER GENERATION INC.


NV L.P., by its general partner, **2685277 ONTARIO INC.**


Per: _____
Name: Nicolle Butcher
Title: Chief Operations Officer
I have authority to bind the Corporation

Per:  _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation


PORTLANDS ENERGY CENTRE L.P., by its general partner, **PORTLANDS ENERGY CENTRE INC.**

BRIGHTON BEACH POWER L.P., by its general partner, **BRIGHTON BEACH POWER LTD.**

Per:  _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation

Per:  _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation

ATURA H2 L.P., by its general partner, **ATURA HYDROGEN INC.**

Per:  _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation

Signature page – Amending Agreement

AMENDED AND RESTATED BUSINESS AND SERVICES AGREEMENT (the “Agreement”)

THIS AGREEMENT made as of the 31 day of July, 2020.

BETWEEN:

ONTARIO POWER GENERATION INC., a Corporation incorporated under the laws of the Province of Ontario, Canada

(hereinafter called “**OPG**”)

- and -

LAURENTIS ENERGY PARTNERS INC., a Corporation incorporated under the laws of the Province of Ontario, Canada

(hereinafter called “**LEP**”).

WHEREAS

1. OPG is a power generating company having personnel with experience in the nuclear, hydroelectric and thermal industry and associated support infrastructure.
2. LEP, a wholly owned subsidiary of OPG, is a company organized to provide operation, management, emergency planning, construction, development, operation, maintenance, inspection and technical services to the nuclear, hydroelectric and thermal industry.
3. To perform these services, LEP wishes to have access to personnel and certain equipment or materials and procure a range of professional and corporate support services from OPG.
4. OPG agrees to provide personnel and certain equipment or materials and supply these professional and corporate support services to LEP, if and when available.
5. OPG also wishes to retain LEP from time to time to provide, and LEP agrees to supply to OPG, LEP Services (as defined below) in accordance with this Agreement.
6. The parties entered into an agreement to set out the terms and conditions upon which OPG would provide such personnel, certain equipment or materials and services to LEP dated as of May 28, 2012 (the “Original Agreement”).
7. The Original Agreement was amended and restated by agreement dated as of December 23, 2015 and was amended by Amendment 2 dated as of December 30, 2017 and Amendment 3 dated as of July 22, 2020 (the “Amended Agreement”).
8. OPG and LEP now wish to amend and restate the Amended Agreement as set out herein in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties hereto) the parties covenant and agree each with the other as follows:

ARTICLE 0.1 APPLICATION

- 0.1.1 This Agreement governs:
- 0.1.2.1 OPG's provision to LEP of personnel and certain equipment or materials, access to OPG property and assets, and professional and corporate support services; and
 - 0.1.2.2 LEP's provision of LEP Services to OPG.
- 0.1.2 The process for requesting, releasing and recording services to be provided under this Agreement is set out in Appendix A.

ARTICLE 1 PROVISION OF PERSONNEL

- 1.1 LEP Support Employees. Subject to the terms and conditions herein, OPG will provide or arrange for the provision of existing OPG employees or other OPG labour resources to LEP, as may be requested by LEP. Existing OPG employees may provide support in executing and managing LEP's operations on a full-time basis ("Secondments") or perform discrete work characterized by tasks, activities, or duties for or on behalf of LEP, including to parties with whom LEP has a commercial relationship for the provision of services ("Operational Resources"). Collectively, Secondments and Operational Resources represent "**LEP Support Employees**".
- 1.2 OPG Support Employees. Subject to the terms and conditions herein, LEP will provide or arrange for, from time to time, the provision of existing LEP employees or other LEP labour resources to OPG, as requested by OPG (collectively, "OPG Support Employees") to perform duties for or on behalf of OPG, including to parties with whom OPG has a commercial relationship for the provision of services. In doing so, LEP will also provide OPG with an estimate of costs OPG, can expect to incur in procuring this service.
- 1.3 Annual Employee Plan. LEP shall deliver to OPG an annual employee resourcing plan setting out expected Secondments requirements for internal business support and Operational Resources requirements, including for commercial or technical support needs arising from possible commercial opportunities for the upcoming year. Upon receipt of the LEP employee plan, OPG shall review and notify LEP of any anticipated resourcing constraints. For clarity, the employee plan is expected to be provided as part of the annual business planning process completed by LEP in accordance with timelines as set out by OPG, and may be revised and updated throughout the year. LEP and OPG shall coordinate throughout the term of this Agreement to ensure that LEP has continuous access to OPG's employee resources subject to the qualifications set out in Section 1.3.
- 1.4 LEP Support Employee Assignment Requests. LEP shall make all LEP Support Employee requests to OPG as promptly as possible. Such request shall specify the number of LEP Support Employees needed, the expected duration of such requested services and the type of services that will be performed by the requested LEP Support Employees. The parties agree that the choice of which employee and how many employees are made available as LEP Support Employees is subject to the mutual approval of both parties. Notwithstanding the foregoing, OPG is under no obligation to provide any employees to LEP if such resource allocation would result in an impact to the current service standard levels provided at OPG's facilities, or would represent a reasonable risk to the safe operations of OPG's facilities.

- 1.5 LEP Support Assignment Agreement. OPG will enter into a subcontract agreement, secondment agreement, work assignment or such other form of agreement or document agreed to between LEP and OPG (a “**LEP Support Assignment Agreement**”) to document the terms of any LEP Support Employee assignment. LEP Support Assignment Agreements will be among LEP and OPG, and if necessary, the applicable LEP Support Employee, and will specify that the LEP Support Employee will be working on behalf of LEP, identifying the work locations designated by LEP, and other terms of the assignment agreeable to OPG, LEP and the LEP Support Employee, if applicable. Each LEP Support Assignment Agreement shall ensure that LEP’s confidentiality obligations to third party clients will be adhered to by such LEP Support Employee. All LEP Support Employees will remain employees of OPG and not become employees, servants or agents (except to the extent expressly specified in the applicable LEP Support Assignment Agreement) of LEP. All pay and benefits of the LEP Support Employees will continue to be the responsibility of OPG.
- 1.6 Invoices and Expenses. OPG will, in accordance with Article 7 or as otherwise agreed to between LEP and OPG, invoice LEP at the greater of:
 - 1.6.1 the market price for providing those services as appropriate, and
 - 1.6.2 all costs incurred by OPG in providing the services including:
 - 1.6.2.1 OPG’s applicable employee costs including salary, incentive compensation, standard OPG allocations for benefits and pension and any applicable overhead or administrative costs incurred by OPG with respect to the administration of the employees incurred by OPG for each LEP Support Employee and any additional costs paid by OPG in accordance with the LEP Support Assignment Agreements for those LEP Support Employees;
 - 1.6.2.2 all third party expenses incurred by OPG in providing those services; and
 - 1.6.2.3 the direct cost of certain equipment or materials, or other deliverables used to provide the services.
- 1.7 Incurred Expenses. In the event that OPG reimburses the expenses incurred by LEP Support Employees while working for LEP, in accordance with the terms of the LEP Support Assignment Agreement, LEP will reimburse OPG for such expenses in accordance with the terms of the Services Appendix (As defined under Article 4A).
- 1.8 Service Standards. LEP Support Employees will follow, at a minimum, the principles contained in OPG’s Safe Operations Rules, OPG’s Code of Business Conduct, LEP’s Code of Business Conduct and all applicable quality assurance programs implemented by either OPG or LEP’s clients. In addition, LEP will ensure that all LEP Support Employees comply with the safety programs of the applicable jurisdiction in which they are performing services on behalf of LEP.
- 1.9 The parties agree that the work and services provided by LEP Support Employees are separate and distinct from the Professional and Corporate Services provided by OPG to LEP in accordance with Section 3 and shall be invoiced by OPG separately from such Professional and Corporate Services.
- 1.10 OPG acknowledges and agrees that the Employee resources contemplated in this Agreement may be characterized by LEP to third party clients as a prime contractor subcontractor relationship. OPG will provide such further assurances of such arrangement, as may be reasonably requested by LEP.

ARTICLE 2
PROVISION OF CAPITAL EQUIPMENT

- 2.1 Allocated Equipment. Subject to the terms and conditions herein, upon request from LEP, OPG will rent, lease or sell, as applicable, from time to time, certain equipment or materials (“**LEP Allocated Equipment**”) to LEP so that it can provide services to third parties for the purposes of carrying on LEP’s business activities. LEP Allocated Equipment shall include all necessary licenses, permits and approvals related to the transfer and use of such equipment, to the extent such licenses, permits and approvals can be transferred to, or otherwise relied on by, LEP.
- 2.2 Annual Equipment Plan. LEP shall deliver to OPG an annual equipment plan setting out potential equipment resource requirements for the upcoming year. Upon receipt of the LEP equipment plan, OPG shall review and notify LEP of any anticipated resourcing constraints and identify any potential contingency resources that may be available for such year. For clarity, the annual equipment plan is expected to be provided as part of the annual business planning process completed by LEP in accordance with timelines as set out by OPG, and may be revised and updated throughout the year. LEP and OPG shall coordinate throughout the term of this agreement to ensure that LEP has continuous access to OPG’s equipment resources subject to the qualifications in Section 2.3.
- 2.3 Equipment Requests. LEP shall make all requests for certain equipment and material to OPG as promptly as possible. Such request shall specify the type of equipment or materials requested, the location such equipment or material will be used at, the expected duration such equipment or material will be needed and the preferred nature of the equipment or material agreement (i.e. rental or sale). OPG is under no obligation to provide any LEP Allocated Equipment if such resource allocation would result in an impact to the current service standard levels provided at OPG’s facilities, would represent a reasonable risk to the safe operations of OPG’s facilities.
- 2.4 Allocated Equipment Agreements. Upon receipt and approval of a request for LEP Allocated Equipment from LEP, OPG will document the terms and condition of the rental or sale agreement, as applicable, between LEP and OPG (a “**LEP Allocated Equipment Agreement**”). Any and all costs incurred by OPG to rent or sell LEP Allocated Equipment to LEP will be borne wholly by LEP, including, without limitation the cost of all activities required to document, supply and deliver the LEP Allocated Equipment, all applicable freight, insurance, taxes and other charges incurred by OPG and reasonable wear and tear costs. Except as otherwise specified herein, LEP Allocated Equipment will be rented or sold, as applicable, at OPG’s net book value by applying the remaining useful life to determine the calculated cost of such LEP Allocated Equipment, including a return on invested capital.
- 2.5 Ownership. Except as otherwise provided in a LEP Allocated Equipment Agreement, the LEP Allocated Equipment is, and shall at all times be and remain, solely and exclusively the property of OPG, and no right, title or interest in the LEP Allocated Equipment shall pass to LEP other than the right of LEP to possess and use the LEP Allocated Equipment for the term as provided in the LEP Allocated Equipment Agreement or as otherwise agreed to between OPG and LEP. The LEP Allocated Equipment shall remain personal property notwithstanding that the LEP Allocated Equipment or any part of the LEP Allocated Equipment may be affixed or attached to any other personal or real property.
- 2.6 Liability and Insurance. LEP shall be liable to OPG for all loss or damage (reasonable wear and tear excepted), cost, expense, charge, fine or penalty arising out of the LEP Allocated Equipment for the duration such LEP Allocated Equipment is in the custody and control of LEP. LEP shall give OPG notification of any loss or damage promptly upon LEP becoming aware of same. In the event of any such loss or damage, LEP shall pay to OPG the cost of either repairing or replacing the LEP Allocated Equipment or portion thereof that is subject to the loss or damage. LEP Allocated

Equipment will be and remain at the risk of LEP until returned to OPG in accordance with the LEP Allocated Equipment Agreement. LEP will continue in full force and effect all insurance policies required in accordance with the LEP Allocated Equipment Agreement and give all notices and present all claims under all insurance policies in due and timely fashion.

ARTICLE 2.1
NUCLEAR LIABILITY PROTECTION FOR LEP AND ITS SUBCONTRACTORS OR SUPPLIERS

For purposes of this Article 2.1:

“Losses” means any and all losses of any kind or nature, including but not limited to economic loss, damage to property, personal injury, psychological damage, the cost of measures of reinstatement of impaired environment, cost of preventative measures and loss of income; provided, further, that nothing is excluded from the ambit of Losses, including heads of damage which are traditionally not recoverable at law. Losses includes but is not limited to damages, injuries, Claims (to include any costs incurred in respect thereof), demands, costs, adverse judgments, findings or rulings, penalties, expenses, payments, liabilities, whether personal, economic or preventative, direct or consequential, and whether incurred through settlement, in a court of law, in arbitration, in a regulatory proceeding or as a result of the directive, determination, finding, or order of a Governmental Authority or any obligation imposed by operation of any applicable law, or otherwise.

“Nuclear Damage” means any Losses, of any kind, to the extent that the Losses arise out of or result from a Nuclear Incident at an OPG facility.

“Nuclear Incident” means, in respect of the Nuclear Installation, any of the following, or any combination thereof:

- a) a “nuclear incident” as defined under the Nuclear Liability and Compensation Act (Canada) or a nuclear liability convention; or
- b) any emission of ionizing radiation from any source of radiation within, or released from, the Nuclear Installation; or
- c) any occurrence involving Nuclear Material to the extent that such occurrence arises out of, or results from, or is connected with the radioactive properties, or a combination of the radioactive properties, and any toxic, explosive or other hazardous properties of, such Nuclear Material; or
- d) any occurrence involving both non-nuclear material and, as described in (c) above, Nuclear Material, to the extent that it cannot be identified as having been caused only by the non-nuclear material; or
- e) any occurrence elsewhere than on the site of the Nuclear Installation involving Nuclear Material which at the time of such occurrence:
 - 1) is being transported to or from such site;
 - 2) is being transported by or on behalf of any party, whether or not to or from

such site;

- 3) is Nuclear Material that has been on such site, or has been transported to or from such site, or has been transported by or on behalf of any party, whether or not to or from such site,

in each case to the extent that such occurrence arises out of or results from or is connected with the radioactive properties, or a combination of the radioactive properties and any toxic, explosive or other hazardous properties of, such Nuclear Material.

“Nuclear Installation” means any of the following:

- a) any Nuclear Reactor owned and operated by OPG;
- b) any factory using Nuclear Fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the re-processing of irradiated Nuclear Fuel owned and operated by OPG; and
- c) any facility where Nuclear Material is stored owned and operated by OPG.

“Nuclear Material” means any of the following:

- a) “nuclear material” as defined under the legislation of the Installation State;
- b) nuclear Fuel, other than natural uranium or depleted uranium, that can produce energy by a self-sustaining nuclear fission chain reaction outside a nuclear reactor either alone or in combination with another material; and
- c) radioactive products or waste.

“Operator” means, in relation to the Nuclear Installation, the person designated or recognized by the Installation State as the operator of that nuclear facility or who is otherwise the *de facto* operator of that nuclear facility.

- 2.1.1 The Parties expressly acknowledge and agree that in no event and under no circumstances shall LEP, irrespective of any of its activities, assume any role as Operator or be deemed to be an Operator of a Nuclear Installation.
- 2.1.2 The Parties acknowledge that OPG may, from time to time, allow LEP to access its Nuclear Installations and that Nuclear Damage may arise out of or relate to LEP’s potential activities and uses permitted or contemplated under the Agreement. As between the Parties, OPG shall be exclusively and absolutely liable for all Nuclear Damage, wherever suffered or incurred and however caused, and OPG waives all rights (both present and future) to make any claim against LEP in respect thereof. OPG shall indemnify, defend and hold harmless LEP from and against all Nuclear Damage wherever suffered or incurred and however caused, without limitation, as a result of, in respect of, or in any way related to, connected to, or arising out of LEP’s potential activities and uses permitted or contemplated under the Agreement.
- 2.1.3 LEP shall not have any liability for, and OPG shall waive all rights (both present and future) against LEP in respect of, loss of, or loss of use of, property at the Nuclear Installation, or to the means of transport, or to storage incidental to transport of Nuclear Material for which OPG is responsible at

law.

2.1.4 The parties acknowledge that LEP may be asked by its contractual counterparties to obtain from OPG certain waivers or indemnities in respect of Nuclear Damage. Where it is necessary to LEP's business and appropriate in the opinion of OPG's Law Division, OPG authorizes LEP to flow down nuclear liability protection to its subcontractors or suppliers up to the full measure of protection afforded to LEP under this Agreement. However, the degree of nuclear liability protection that OPG authorizes LEP to flow down to its subcontractors or suppliers in a given circumstance is in accordance with the following terms:

2.1.4.1.1 in respect of subcontractors or suppliers who have recently entered into a direct contract with OPG containing nuclear liability terms, such protection is consistent with the terms that OPG has agreed to in such direct contracts with these suppliers or subcontractors; or

2.1.4.1.2 in respect of subcontractors or suppliers who have not recently entered into direct contracts with OPG containing nuclear liability terms, such protection is consistent with the terms that OPG recently has agreed to in a direct contract with a similarly situated subcontractor or supplier.

ARTICLE 3 PROFESSIONAL AND CORPORATE SERVICES

3.1 Professional and Corporate Services. OPG will provide or arrange for the provision of professional and corporate services required in connection with the operation of the business interests of LEP and as requested by LEP. The fees for Professional and Corporate Services will be based on the actual fully burdened OPG labour rates per hour, and will include OPG's applicable employee costs including salary, incentive compensation, standard OPG allocations for benefits and pension and any applicable overhead or administrative costs incurred by OPG with respect to the administration of the services and will be charged on a monthly basis. LEP will be consulted prior to external services being retained or consulted.

ARTICLE 4A LEP PROVISION OF SERVICES AND GOODS

4A.1 In this Section 4A, the following terms have the respective meanings set out below:

4A.1.1 “**Applicable Laws**” in respect of any person, property, transaction or event, means: (1) all applicable laws, statutes, regulations, municipal by-laws and ordinances and treaties, including Environmental Laws; (2) any requirements under or prescribed by applicable common law, judgments, orders and decrees; (3) all Codes and Standards, applicable to that person, property, transaction or event at the applicable time and, whether or not having the force of law; and (4) all applicable Approvals.

4A.1.2 “**Approvals**” means any permits, licences, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorizations respecting the Services as may be required by a Services Appendix, this Agreement or by any applicable governmental authorities having or purporting to have authority over

the subject matter contemplated herein

- 4A.1.3 “**Codes and Standards**” means all requirements, licences, requests, directives, rules, guidelines, standards, specifications, codes, instructions, circulars, manuals and procedures as may be required by a Services Appendix, this Agreement or by any applicable governmental authorities having, or purporting to have, authority over the subject matter contemplated herein.
 - 4A.1.4 “**Environmental Laws**” means any Applicable Laws relating to the protection of the natural environment (including any species that might make use of it) or human health or the import, use, storage, transportation or disposal of any hazardous materials.
 - 4A.1.5 “**Goods**” means any goods, materials, instruments, devices, articles, supplies and equipment, or components of any of them, delivered or required to be delivered OPG under a Services Appendix.
 - 4A.1.6 “**LEP Personnel**” means all personnel used by LEP or assisting LEP in the provision of the LEP Services including any personnel, staff, labour and other employees of LEP or a Subcontractor and any Subcontractor who is an individual.
 - 4A.1.7 “**Losses**” means all claims, demands, costs, penalties, expenses, liabilities, injuries, losses and damages (including all reasonable fees and charges of engineers, architects, accountants, lawyers and other professionals and experts).
 - 4A.1.8 “**Services**” means providing all labour, materials, services, Goods, data, consumables and acts required to be supplied or performed by LEP a Services Appendix and the delivery of any submittals required to supply the Goods and Services in the prescribed manner.
 - 4A.1.9 “**Site**” means the land or actual place designated by OPG for the performance of LEP services.
 - 4A.1.10 “**Subcontractor**” means a person (including the person’s heirs, executors, administrators, personal and legal representatives, successors and permitted assigns) who supplies or performs any LEP Services under an agreement with LEP, another Subcontractor or a combination of LEP and another Subcontractor.
- 4A.2 For the purposes of this Agreement “**Service Appendix**” means an OPG generated electronic or paper form in the form of “**Appendix A**” issued to LEP as evidence of an order for LEP Services under this Agreement.
- 4A.3 During the term, LEP may, from time to time, be retained by OPG to provide Goods and Services as described in a Service Appendix (the “**LEP Services**”).
- 4A.4 LEP will perform the LEP Services in accordance with the terms and conditions of this Agreement and any additional terms and conditions set out in the Service Appendix.
- 4A.5 **Change in the Services.** OPG may, without invalidating a Services Appendix, request LEP in writing to make changes in the Services. When a change causes an increase or decrease in the cost, scope or schedule, the Fees and schedule will be modified as agreed upon between LEP and OPG.

4A.6 Invoicing

4A.6.1 **Original Invoice.** On a monthly basis or the frequency set out in the Service Appendix, LEP will electronically submit to OPG an invoice containing:

4A.6.1.1 the total amount owing by OPG in accordance with the Service Appendix (showing separately all amounts due as Canadian goods and services tax/harmonized sales tax levied under the *Excise Tax Act* (Canada) and expressly stating any amounts invoiced in a currency other than Canadian dollars);

4A.6.1.2 the OPG Service Appendix number and line number, if applicable;

4A.6.1.3 LEP's full name and address;

4A.6.1.4 the name of a contact individual at LEP, with a telephone number;

4A.6.1.5 electronic transfer instructions;

4A.6.1.6 LEP's invoice number (which must be unique for each invoice);

4A.6.1.7 the invoice date (which must be the date the invoice is delivered);

4A.6.1.8 the value of LEP Services provided in Canada and outside Canada, identified separately; and

4A.6.1.9 LEP's 15 digit registration number for the purposes of Part IX of the *Excise Tax Act* (Canada).

4A.6.2 **Payment Terms.** OPG will aggregate all outstanding invoices received and accepted by OPG for payment before the 25th day of each month. Subject to any Applicable Laws, OPG will pay LEP this aggregate amount electronically on the 25th day of the following month. All payments are conditional, however, on LEP fulfilling its obligations and making satisfactory progress in providing the LEP Services before the date payment is made. OPG's will determine whether or not such obligations have been fulfilled and progress is satisfactory.

4A.7 **Fees.** In consideration of the provision of the LEP Services, OPG agrees to pay to LEP the fees that are set out in the applicable Service Appendix (the "**Fees**"), which Fees (i) will not exceed the market price as appropriate and (ii) will include payment for the completion of the LEP Services under the applicable Service Appendix and the preparation and delivery to OPG of all deliverables to be provided by LEP in connection therewith.

4A.14.1 The Fees will include:

4A.7.1.1 LEP's applicable employee costs including salary, incentive compensation, standard LEP allocations for benefits and pension and any applicable overhead or administrative costs

incurred by LEP with respect to the administration of the employees incurred by LEP for each OPG Support Employee and any additional costs paid by LEP in accordance with the OPG Support Assignment Agreements for those OPG Support Employees;

4A.7.1.2 all third party expenses incurred by LEP in providing those services;

4A.7.1.3 the direct cost of certain equipment or materials, or other deliverables used to provide the services; and

4A.7.1.4 a return on invested capital as appropriate.

4A.14.2 Any and all costs incurred by LEP to rent or sell Goods to OPG will be borne wholly by OPG, including, without limitation the cost of all activities- required to document, supply and deliver the Goods, all applicable freight, insurance, taxes and other charges incurred by LEP and reasonable wear and tear costs. Except as otherwise specified herein, Goods will be rented or sold, as applicable, at LEP's net book value by applying the remaining useful life to determine the calculated cost of such Goods, including a return on invested capital.

4A.14.3 In the event that LEP reimburses the expenses incurred by OPG Support Employees while working for OPG, in accordance with the terms of the OPG Support Assignment Agreement, OPG will reimburse the expenses incurred by OPG Support Employees incurred while working for OPG, in accordance with the terms of the Services Appendix.

4A.8 **No OPG Control Over LEP Services.** OPG will not supervise, direct and have control or authority over:

4A.8.1 the means, methods, techniques, sequences or procedures respecting the performance of the LEP Services by LEP; and

4A.8.2 the safety programs and precautions used in respect of the LEP Services, subject to OPG's rights and obligations under the Occupational Health and Safety Act (Ontario).

OPG will not be responsible for any failure by LEP to comply with any applicable laws or this Agreement in providing the LEP Services.

4A.9 **Extension of Term.** If the end of the term of the Agreement does not coincide with the end of the term of any Service Appendix, then this Agreement will automatically renew with respect only to the LEP Services to be completed under each such Service Appendix until such Service Appendix is fully completed by LEP in accordance with the terms of such Service Appendix and this Agreement.

4A.10 **Codes of Conduct.** LEP will:

4A.10.1 not take any action that would cause OPG to breach an obligation set out in OPG's Code of Business Conduct ("Code"); and

4A.10.2 comply with all of the obligations set out in OPG's Supplier Code of Business

Conduct (“**Supplier Code**”).

A current copy of the Code and the Supplier Code is located at www.opg.com, and a copy of each has been reviewed by LEP.

- 4A.11 **Permits, Laws and Regulations.** LEP will (and will cause each Subcontractor to) comply with all Applicable Laws and all standards, specifications, manuals or codes of any technical organization or governmental authority. LEP will obtain, at its cost, all permits and other consents required in respect of the LEP Services.
- 4A.12 **Cyber Security.** LEP will, at all times, conduct the LEP Services in accordance with the cyber security requirements set out in Appendix B attached hereto.
- 4A.13 **Workplace Safety and Insurance Board.** LEP will provide its Workplace Safety and Insurance Board account number to OPG before commencing the LEP Services at the Site. LEP and each Subcontractor will be and remain at all times in good standing with the Workplace Safety and Insurance Board. Before initial arrival on the Site, and every 90 days thereafter, LEP will submit a clearance certificate from the Workplace Safety and Insurance Board as to LEP’s status and that of all Subcontractors that will be providing LEP Services at the Site.
- 4A.14 **Health and Safety.** For all LEP Services provided by LEP on OPG premises, LEP will, at its expense:
 - 4A.14.1 comply with all Applicable Laws and OPG’s safety requirements applicable to the LEP Services as set out in the Services Appendix;
 - 4A.14.2 ensure that all of the Contractor’s Personnel are equipped with all safeguards and personal protective equipment as may be necessary for the performance of the LEP Services;
 - 4A.14.3 rectify any failures to comply with any Applicable Laws or OPG’s safety requirements applicable to the LEP Services immediately when detected or directed by OPG;
 - 4A.14.4 upon request by OPG, provide OPG with required safety reports or notices relating to the LEP Services;
 - 4A.14.5 comply with any order to comply, stop work or any similar order or notice respecting the LEP Services issued by any governmental authority or by OPG;
 - 4A.14.6 co-operate with OPG in reporting and investigating safety violations caused by any act or failure to act of the LEP or any of its Subcontractors; and
 - 4A.14.7 to the extent that LEP or any of its Subcontractors were responsible for a safety violation, LEP will pay OPG for costs and expenses incurred to investigate, report and/or alleviate the safety violation.
- 4A.15 **Subcontractors and Contractor’s Personnel.**
 - 4A.15.1 LEP will be fully responsible for all acts and omissions of each Subcontractor and

LEP Personnel and any such acts and omissions will be deemed to be those of LEP. Accordingly, respecting each obligation of the LEP under this Agreement or the Services Appendix, LEP will ensure that no LEP Personnel or Subcontractor will breach any such obligation.

- 4A.15.2 LEP will ensure that all of LEP Personnel engaged on the project will have the knowledge, abilities, experience and qualifications required for the Services and will be dedicated to the Services. LEP will provide such additional support as may be required from time to time for the LEP Services' proper performance.
- 4A.15.3 OPG may request, at its discretion, that LEP Personnel (including personnel of any Subcontractor) be changed. LEP will endeavor to accommodate such requests promptly.
- 4A.16 **Environment.** LEP will, at all times, perform the LEP Services in Accordance with Environmental Laws and any other environmental requirements as may be identified by OPG from time to time.
- 4A.17 **Foreign Nationals.** LEP will obtain at its cost all Approvals from all applicable governmental authorities respecting all foreign nationals who may be engaged in providing the LEP Services in Canada.
- 4A.18 **Intellectual Property.**
 - 4A.18.1 Each party and Subcontractor retains all Intellectual Property Assets to methodology, knowledge and data brought to the Services and used therein. No Intellectual Property Rights existing before the start of the Services are passed hereunder other than licences and rights to use Intellectual Property Rights as set out in this Agreement and the applicable Services Appendix.
 - 4A.18.2 All title and beneficial ownership interests to all Intellectual Property Rights which are created or otherwise arise in the provision or performance of the LEP Services will vest exclusively in, and remain with, LEP (the "**New Intellectual Property Rights**").
 - 4A.18.3 LEP will not do any act which may compromise or diminish the licences referred to in Section 4A.18.4 and will perform any acts required to confirm or document the licences referred to in Section 4A.18.4.
 - 4A.18.4 LEP represents and warrants that it owns or has obtained from third parties, duly authorized grants of all right, title and interest necessary to provide to OPG a licence regarding the Intellectual Property Rights associated with the Services in the manner set out in this Agreement and the applicable Services Appendix including waivers of moral rights for the benefit of OPG. LEP hereby grants to OPG a worldwide, non-exclusive, irrevocable, perpetual, royalty free and fully paid-up licence and uninterrupted right to use all such Intellectual Property Rights that are contained or embedded in, required for the use of, used in the production of, or required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Services. The rights granted under this paragraph include a right for OPG to: (i) make copies; and (ii) modify and create derivative works from the subject matter of the right. LEP will pay all royalties, licence fees and other monetary amounts required in respect of securing and

licencing the Intellectual Property Rights referenced in this Section 4A.18.4 and any other Intellectual Property Rights associated with the LEP Services.

- 4A.18.5 LEP will, at its expense, defend all claims, actions or proceedings against OPG relating to or based on any allegation that the LEP Services, or any part of the LEP Services, constitutes an infringement upon, or a misappropriation of any Intellectual Property Rights and will pay to OPG all resulting Losses incurred by OPG in respect of such claims, actions or proceedings. OPG will give LEP written notice of any such claim, action or proceeding and, at the request and expense of LEP, provide all reasonably available information, assistance and authority required to conduct its defence.
- 4A.18.6 If all or any part of the LEP Services are finally determined by any court, arbitrator, or administrative body to constitute an infringement or misappropriation of Intellectual Property Rights of a third party, or if OPG is enjoined by any means from using the LEP Services, any part thereof, or any Intellectual Property Rights embodied therein as a result of any claim of infringement or misappropriation, LEP will at its expense promptly: (i) obtain for OPG the right to continue using the LEP Services; (ii) replace the infringing elements of the LEP Services with non-infringing elements, while maintaining the full functionality, integrity and performance capabilities of the Services; or (iii) modify the LEP Services so that it no longer infringes, while maintaining the full functionality, integrity and performance capabilities of the LEP Services.

4A.19 **Indemnity.** LEP will indemnify and hold harmless OPG, from and against:

- 4A.14.1 all Losses suffered or incurred by OPG arising in respect of the Services, to the extent that any such Losses are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property, including any resulting loss of use thereof;
- 4A.14.2 all claims made against OPG by any person;
- 4A.14.3 all Losses suffered or incurred by OPG and all claims made against OPG by any person, to the extent arising in respect of a breach or threatened breach by LEP, any Subcontractor or any of LEP's Personnel, of Section 8 of the Agreement; and
- 4A.14.4 all Losses suffered or incurred by OPG and all claims made against OPG by any person to the extent arising in respect of any breach or threatened breach by LEP, Subcontractor or any of the LEP's Personnel, of Section 8 of this Agreement,

but only to the extent such Losses or claims are attributable to a material breach of a Services Appendix by LEP or by any negligent act, negligent omission, fraud or willful misconduct of LEP, Subcontractor or any of LEP's Personnel. The obligations of LEP under this Section 4A.19 will not be affected in any way by any certificate, acceptance, approval, payment or any other act, matter or thing done or omitted under this Agreement, including any act by OPG.

4A.20 **Limitation of Liability.** Subject to Section 4A.21 , the liability of either party respecting all claims arising in respect of a Services Appendix will not exceed an aggregate amount equal to the Fees payable under such Services Appendix.

4A.21 **Exceptions.** LEP's limitation of liability set out in Section 9.1 will not apply to:

4A.21.1 LEP's indemnity obligations under Section 4A.19 with respect to third party claims;

4A.21.2 amounts recovered from insurance under this Agreement, with LEP acting diligently in pursuit of recovery from its insurers of indemnifiable claims arising under this Services Appendix, (or that would have been recovered had LEP complied with its obligations under Section 4A.22) to the extent of the limits specified in Section 4A.22; and

4A.21.3 Losses suffered or incurred by OPG or any claims made against OPG by any person, to the extent arising in respect of fraud, gross negligence, or willful misconduct by LEP or any of its Subcontractors.

4A.22 **Insurance.** LEP will maintain, or cause to be maintained, at its own expense, and shall cause its Subcontractors to maintain at all times during the term and any extension of this Agreement, the following insurance with reputable insurers whose policies are valid in the jurisdiction in which the Services are performed:

4A.22.1 commercial general liability insurance on an occurrence basis, with minimum limits of not less than \$5,000,000 per occurrence, covering bodily and personal injury, including death, and property damage, including resulting loss of use. Such policy will contain severability of interests and cross liability clauses and will name OPG as an additional insured with respect only to liability arising from the operations of LEP; and

4A.22.2 if motor vehicles are used by LEP in the performance of this Services Appendix, automobile insurance covering all owned and non-owned vehicles with a limit of not less than \$2,000,000.

Upon execution of this Agreement, and upon OPG's reasonable request thereafter, LEP will provide OPG with evidence of the required insurance in the form of certificates of insurance. LEP will ensure that all such policies will require that insurers endeavor to provide OPG with 30 days prior written notice of material change to or termination of any such policy

4A.23 **Consequential Damages Disclaimer.** Notwithstanding any other term in this Agreement or a Services Appendix, in no circumstances whatsoever will either party be liable to the other party for indirect, incidental or for consequential liabilities, damages, losses, costs or expenses, including loss of profit or revenues, loss of production, loss of use or any other similar damages or loss suffered or incurred by such other party, regardless of the legal theory upon which any such damages claim is based, even upon the fault, tort (including negligence), statute, regulation, or any other theory of law or strict liability.

4A.24 **Project Delivery.** LEP will diligent endeavor to complete the Services in accordance with the schedule set forth agreed to by the parties and, if necessary, will increase the level of effort/resources necessary to ensure the schedule is maintained. Any price or funding limitations, as outlined in a Services Appendix will not be exceeded without OPG's prior written authorization, notwithstanding any extra efforts required to maintain schedule. In the event of a delay or default in performance by LEP, OPG may, in its sole discretion, extent the time period for performance upon conditions satisfactory to OPG. Any extension granted by OPG will not prejudice its ability to exercise its termination rights in the event of further default or delay.

- 4A.25 **Accounts and Rights to Audit.** LEP will keep proper accounts and records of the Services in form and detail satisfactory to OPG. Such accounts and records, including invoices, receipts, time cards and vouches will at all reasonable times be open to audit, inspection and copying by OPG. Accounts and records will be preserved and kept available for audit until the expiration of two years from the date of completion or termination of the Services.
- 4A.26 **Early Termination.** OPG may terminate the any Services Appendix (“**Terminated Services**”) at any time before the end of a Services Appendix Term by giving notice of termination to LEP at least 30 days before the proposed early termination date. If OPG terminates the Services under this Section, OPG shall pay to LEP all Fees, Taxes and Late Payment Charges due for the Terminated Services up to the date of termination. OPG acknowledges that the Termination Fees are a reasonable estimate of LEP’s damages and represent consideration for the deliverables, and are not a penalty.
- 4A.27 **Force Majeure.** Neither LEP nor OPG will be liable to the other for loss, damage or delay in the Services, or non-performance of any contractual obligation caused by war, riot, the act or order of any competent civil or military authority, fire, flood, pandemic, epidemic or by any other cause which is unavoidable and beyond the party’s reasonable control. Both parties will be prompt in restoring normal conditions, re-establishing schedules, and resuming operations as soon as the interruptions have ceased. LEP will not be entitled to an extension of time for any delay covered in this Section 4A.27 unless notice of a claim thereof is given by LEP within 30 days after the commencement of the delay. The length of any such extension will be determined by OPG but will in no event be less than the length of such force majeure event.
- 4A.28 **Default by LEP.** Each of the following events and circumstances constitutes an event of default by LEP under the Services Appendix under which the event occurred (a “**LEP Event of Default**”):
- 4A.28.1 becoming subject to any act of insolvency or bankruptcy, dissolution or liquidation voluntary or otherwise;
 - 4A.28.2 having a receiver, trustee, custodian or similar agent appointed on account of insolvency or in respect of any property;
 - 4A.28.3 making a general assignment for the benefit of creditors;
 - 4A.28.4 committing a breach of Anti-Corruption Laws;
 - 4A.28.5 failing to comply with any reasonable request, instruction or order of OPG related to the Services;
 - 4A.28.6 failing to pay accounts relating to the Services as they come due in accordance with the relevant contract;
 - 4A.28.7 failing to comply with statutes, laws, regulations, bylaws or directives of competent authorities relating to the Services;
 - 4A.28.8 failing to perform the Services with skill and diligence;
 - 4A.28.9 any representation made by LEP herein that was intentionally false or misleading when made in any material respect;

4A.28.10 failing, neglecting, refusing or being unable at any time during the term to provide reasonably adequate LEP Personnel to perform the Services; or

4A.28.11 being otherwise in default in carrying out any of its obligations under this Services Appendix, whether such default is similar or dissimilar in nature to the causes listed previously and failing to remedy the breach to the satisfaction of OPG within ten business days following receipt of notice from OPG specifying the breach, or if the breach cannot be cured within such ten business day period, after such longer period of time as is reasonably required to cure the breach (but no longer than 60 days in any circumstances), so long as LEP diligently and constantly endeavours to cure the breach during such extended period.

Notice that LEP is in default will not be required if the default relates to the bankruptcy, insolvency or financial instability of LEP. Other than defaults arising from Sections 4A.28.1, 4A.28.2 and 4A.28.3, OPG will provide the LEP with ten days written notice. Any action by OPG under this Section 4A.28 will be without prejudice to OPG's other rights or remedies under this Contract or law or under any security held by OPG for performance of this Contract by LEP

4A.29 **Recommendations.** If the Services include the provision of recommendations by LEP to OPG, OPG acknowledges and agrees that LEP does not warrant the completeness or exhaustiveness of its recommendations, nor shall LEP be liable for any omissions. OPG further acknowledges and agrees that it shall be solely responsible for deciding whether and how to implement those recommendations, and for any business risks associated with such implementation. LEP assumes no responsibility for on-going management decisions, whether with respect to the implementation of its recommendations or otherwise, or any other results of the Services provided. OPG agrees that it shall not share the results of such recommendations outside of its organization.

4A.30 **OPG Obligations.** LEP shall be excused from its inability to perform the Services or to provide any other deliverable, or for any delay in the performance of the Services or the provision of any deliverable to the extent of, the following: (a) non-performance of or any delay or deficiency in the performance by OPG of a OPG obligation under a Services Appendix; (b) where OPG directs LEP to provide the Services in accordance with a prioritization that OPG has been advised by LEP could reasonably be expected to have an adverse impact on the planned provision of the Services; (c) any delays, errors, defects or other problems contained in the information, materials and/or instructions provided to LEP by OPG; or (d) any OPG suspension, delay or cancellation of Services, including failure to deliver contracted volumes of waste to LEP.

ARTICLE 4.1 INTELLECTUAL PROPERTY

4.1.1 For purposes of this Section 4.1, "**Intellectual Property Assets**" means any and all rights that are or may be granted to, or recognized for the benefit of, any party under any legislation regarding patents, copyright and any copyrightable subject matter (including moral rights), trade-marks, trade names, service marks, confidential information or trade secrets, industrial or, as applicable, patent designs, integrated circuit topography rights and any other statutory provision or common or civil law principle regarding intellectual property, whether registered or unregistered, and including rights in any and all applications, registrations, re-issues, divisionals, continuations, continuations-in-part, renewals, re-examinations relating to the foregoing, and any and all rights in and to licenses and sub-licenses from third parties relating to the foregoing;

4.1.2 Recognizing that, from time to time, it may be desirable for LEP to sub-licence OPG Intellectual Property Assets to third parties, the parties hereto agree as follows:

- 4.1.2.1.1 Upon written authorization from the owner of the relevant Intellectual Property Assets, OPG hereby grants to LEP a perpetual, irrevocable, non-exclusive, royalty-free and fully paid up right and licence to use, sell, transmit or transfer the relevant Intellectual Property Assets and to sub-licence the right to use such Intellectual Property Assets to third Parties for such term as is suitable given LEP's commercial needs;
- 4.1.2.1.2 OPG and LEP hereby acknowledge and agree that OPG is and will remain the sole and exclusive owner of all right, title and interest in and to Intellectual Property Assets, subject only to the rights of third parties in any license agreement respecting the Intellectual Property Assets;
- 4.1.2.1.3 In consideration of OPG licensing the Intellectual Property Assets to LEP, LEP agrees to: (i) take all such steps as are reasonably required to safeguard the Intellectual Property Assets licensed to LEP from infringement, misappropriation, theft, misuse and unauthorized access; (ii) promptly notify OPG in writing if LEP becomes aware of any actual or suspected infringement, misappropriation or misuse of the Intellectual Property Assets; (iii) ensure that any agreement in which it sub-licenses OPG Intellectual Property Assets to third parties provides adequate protection for OPG's Intellectual Property Assets and such other protection from liability as is commercially reasonable; and (iv) pay to OPG at least 25% of the profits that LEP earns on the sub-licensing, sale, transmission or transfer of OPG Intellectual Property Assets.
- 4.1.2.1.4 Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any right, title or interest in or to the Intellectual Property Assets.

ARTICLE 5 TERM

This Agreement commenced on May 28, 2012 and shall terminate December 31, 2026, unless earlier terminated by the parties in writing, and subject to renewal with the mutual consent of the parties.

ARTICLE 6 TERMINATION

6.1 Notwithstanding Article 4, this Agreement may be terminated upon 30 days prior written notice by either party to the other party or upon the occurrence of the following events:

- (a) in the event the parties fail to agree to a revised Appendix A in accordance with the terms of Section 3;

- (b) in the event of a material default in the performance of the Agreement by such other party; or
- (c) by written notice effective immediately if the other party makes any extraordinary arrangement with its creditors generally, commits an act of bankruptcy, goes into liquidation or winding-up, has execution or distress levied upon any of its assets, or becomes unable to pay its debts, including its debts to the other party, as they fall due.

6.2 Upon termination of this Agreement pursuant to Section 6.1 ,

- (a) the provisions of this Agreement which are expressed to survive this Agreement or to apply notwithstanding termination hereof shall be observed by both parties hereto; and
- (b) neither party shall be liable to the other party, either for fees, expenses, other compensation, or damages of any kind or character whatsoever, whether on account of the loss by OPG or LEP of present or prospective profits or fees on sales or anticipated sales, or expenditures, investments, or commitments made in connection therewith, or in connection with the establishment, development, or maintenance of the business of any party, or on account of any other cause or thing whatsoever, provided that such termination shall not prejudice or otherwise affect the rights or liabilities of any party with respect to any indebtedness owing by either party to the other party at the time of termination.

ARTICLE 7 INVOICE AND PAYMENT

After the end of each month, OPG shall provide LEP with a notice (the “**Invoice**”) setting forth the total amount owing to OPG in respect of the LEP Support Employee services, charges for certain equipment or materials used by LEP, and the professional and corporate services provided during such month. The Invoice will be delivered within the first 15 days of the following month and LEP shall be required to review and comment on such Invoice within 15 days following receipt thereof. LEP shall pay all undisputed amounts payable under such Invoice on the twenty fifth day of such following month (the “**Due Date**”) (and if the Due Date is not a Business Day, the immediately following Business Day), and any disputed amounts shall be resolved in accordance with Article 10. Except as otherwise expressly provided herei “**Business Day**” means any day except a Saturday, Sunday, banking holiday or a statutory holiday in Toronto, Ontario and shall open at 8:00 a.m. and close at 5:00 p.m. local time. n, this is the only approved procedure by which LEP may compensate OPG under this Agreement. For clarity, OPG cannot charge costs to LEP by way of an accounting or book transfer.

ARTICLE 8 CONFIDENTIALITY

8.1 In the course of this Agre the OPG or LE (each a “**Disclosing Party**”) will disclose to the other party (each a “**Receiving Party**”) certain information (including applications of that information) which is confidential, a trade secret or otherwise proprietary to the Disclosing Party, including this Agreement (collectively, the “**Confidential Information**”). Confidential Information does not

include, however, information that the Receiving Party is able to demonstrate to the Disclosing Party's satisfaction, acting reasonably: (i) was or becomes generally known to the public through no fault of the Receiving Party or its respective shareholders, directors, officers, partners, members, representatives, agents, advisors or any of the Receiving Party's personnel or any other person for whom the Receiving Party is responsible at law; (ii) was specifically known by the Receiving Party before disclosure by the Disclosing Party and was not subject to any confidentiality obligation; (iii) was developed or ascertained independently without reference to the other party's Confidential Information; or (iv) was received from a third party without such third party being under a duty of confidentiality.

- 8.2 All Confidential Information remains, at all times, the exclusive property of the respective Disclosing Party. Except as expressly set out in this Agreement, a respective Receiving Party has no licence or other right to use or disclose any Confidential Information for any purpose whatsoever. Such Receiving Party may use Confidential Information only in respect of the preparation or provision of the goods, services and personnel as set out in this Agreement. Such Receiving Party will ensure that none of its current or former shareholders, directors, officers, partners, members, representatives, agents and advisors or any of its personnel or any other person for whom such Receiving Party is responsible at law will use any of the Confidential Information for any purposes other than those expressly set out in this Section 8.
- 8.3 At the Disclosing Party's request, the Receiving Party will promptly (and in any event, within ten business days of receipt of such request) return to the Disclosing Party or destroy, at the Disclosing Party's election, any and all Confidential Information belonging to the Disclosing Party, including all reproductions and any documents based on any of the Confidential Information, and will not retain any copies thereof provided that the Receiving Party may retain any copies of Confidential Information (a) required to comply with the requirements of any applicable legislation, other legal requirement, internal record retention policies or procedures or good governance, and (b) automatically created on the Receiving Party's computer systems by its normal back-up procedures for the period it normally archives backed-up computer records; however, such Confidential Information referred to in (a) and (b) remains confidential and subject to the terms of this Agreement. Promptly following delivery or destruction, as the case may be, on the request of the Disclosing Party, the Receiving Party will provide the Disclosing Party with written confirmation of completion.

ARTICLE 9 NOTICES

Unless otherwise provided herein, every notice provided for in this Agreement shall be in writing directed to the party to whom given, made or delivered at such party's address, by registered mail, by electronic mail or personally as follows:

If to OPG:

Ontario Power Generation Inc.
700 University Avenue, H19
Toronto, Ontario
M5G 1X6

Attention: Corporate Secretary
Email:

If to LEP:

Laurentis Energy Partners Inc.
700 University Avenue, H19
Toronto, Ontario
M5G 1X6

Attention: Corporate Secretary
Email: laurentis@laurentisenergy.com

Either party may change its address from time to time by giving written notice of such change to the other party. If any such notice is delivered by hand to an officer of the addressee, it shall be deemed to have been received by the addressee as soon as such delivery or transmission has been made to said officer.

ARTICLE 10 DISPUTE RESOLUTION PROCEDURE

In the event that a dispute arises concerning any of the matters set forth herein, OPG and LEP shall cause the representatives designated by it to prepare and circulate promptly to the President of OPG and the President of LEP a written statement setting forth its position on the matter in dispute and its reasons for adopting such position. Each such office shall use their best efforts to resolve the matter in dispute within ten (10) business days following their receipt of such statement. If such officers agree upon a resolution of the matter, each of OPG and LEP shall take such action and necessary steps to ensure that such resolution is fully and promptly carried into effect.

ARTICLE 11 COMPLIANCE WITH ANTI-CORRUPTION LAWS

- 11.1 Each party will comply with, and will take all reasonable measures to ensure that its employees; subcontractors, agents or other third parties subject to its control or determining influence will comply with, all applicable anti-corruption laws and policies, including the *Foreign Corrupt Practices Act* (U.S.), the *Corruption of Foreign Public Officials Act* (Canada), the *Bribery Act* (U.K.) and any applicable laws of similar effect of any other jurisdiction (collectively “**Anti-Corruption Laws**”), in connection with the services supplied hereunder.
- 11.2 Each party represents, warrants and undertakes that it has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance with Anti-Corruption Laws, including policies and procedures designed to ensure that all agents, consultants or other persons employed or acting on its behalf or facilitating the conduct of its business comply with Anti-Corruption Laws.

ARTICLE 12 GENERAL

- 12.1 Entirety. This Agreement is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement with respect to the matters herein. All prior written or oral understandings, offers or other communications of every kind pertaining to the matters herein are abrogated and withdrawn.
- 12.2 Relationship. This Agreement shall not be construed to constitute a joint venture, partnership or

agency between OPG and LEP. LEP acknowledges that it does not have, nor hold itself out to others as having, authority to bind OPG to contracts, agreements or other obligations.

- 12.3 Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of OPG, LEP and their respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party.
- 12.4 Headings. Headings provided in this Agreement shall have no meaning and are included only to facilitate reading of the Agreement.
- 12.5 Controlling Law. This Agreement is and shall be deemed to be a contract entered into pursuant to the laws of Ontario and shall in all respects be governed and enforced in accordance with the laws of Ontario.
- 12.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature transmitted by sending a scanned copy by electronic mail or similar electronic transmission will be deemed an original signature.
- 12.7 Separability of Clauses. Any provision or provisions of this Agreement which in any way contravene the law of any province, state or country in which this Agreement is effective shall, in such province, state or country, to the extent of such contravention of law be deemed separable and shall not affect any other provision hereof or the validity hereof.
- 12.8 Waiver. Either party may waive any right, interest, or condition of this Agreement which is for its benefit without implying the waiver of any other right or interest, or subsequent waiver.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

ONTARIO POWER GENERATION INC.

By: 
Name: Sean Granville
Title: Chief Operations Officer & Chief Nuclear Officer

By: _____
Name:
Title:

LAURENTIS ENERGY PARTNERS INC.

By: 
Name: Dominique Minière
Title: Chief Executive Officer

By: _____
Name:
Title:

APPENDIX A

Process for Requesting, Releasing and Recording Agreed Upon Services

As referenced in Article 0.1 of the Agreement, services can be requested by either party from time to time. Sections 1-5 describe how to request services, obtain approval and appropriately file the release. This process is necessary to ensure that both OPG and LEP understand what has been agreed to, the duration of each release and to allow the businesses to maintain a controlled listing of work currently being executed and work that needs to be planned. Some services may require that the parties develop additional forms of documentation to appropriately describe those services and agree upon the terms and conditions that apply to those services. In such cases a Work Request Form need not be completed.

1. Request for Services

Services which are required and can be provided, shall be initially identified through verbal discussions during the business planning process or during the normal course of business. To finalize a services request, a Work Request Form (see sample below) will be completed and will indicate the project name or defined work package, a brief description of the services required, and any timeline, other limitation, or applicable conditions, including special terms and conditions.

Sample

<i>Work Request Form</i>	
Requesting Department and Organization	example - Enterprise Projects, OPG
Contact email	john.smith@opg.com
Start Date	January 1, 2021
End Date	December 31, 2021
Summary of Work	summary of estimation requirements
Special Considerations - specialized requirements	Special qualifications, performance expectations, milestones, any other relevant information associated with the work
Submission Date	January 1, 2021
Required Response Required by	January 2, 2021

2. Definition and Estimation

Upon receipt of a Work Request Form, the responding organization will determine if it can provide an estimate in response. If the responding organization can, it shall complete a Work Estimate and Approval Form (see sample below), confirming the work to be carried out, the schedule, resources and total estimated cost. Before returning this estimation to the requesting party, the details will be approved by the appropriate OAR authority allowed to authorize contractual commitments for the organization. The form will then be routed to the requesting organization.

Work Estimate and Approval to Proceed Form

Release under the General Services Agreement between Laurentis Energy Partners and OPG

Revision #	Rev 0
Date	

The agreed upon, identified support is intended to capture total support requirements provided through SLA agreements are aligned with OPG's and LEP's approved Accounting Treatments. For SLA purposes and BPC rollup, project #s have been simplified for SLA approvals/Bping.

Note: Please see attached SoW document for the services to be provided.

Bundle/ Function	Bundle/ Function	Service Provider
		OPG or LEP

Annual Requirement										Total
Project #	Description	Unit	Additional Information (JF2, etc)	2021	2022	2023	2024	2025	2026	2021-2026
		\$k								0
		\$k								0.0
		\$k								0.0
		\$k								0.0
		\$k								0.0
		FTE								0.0
		FTE								0.0
	Total Labour \$	\$k	Total Labour \$	0	0	0.0	0.0	0.0	0.0	0
		FTE								0.0
		\$k								0.0
Subtotal, FTE										0.0
Subtotal Non-Labour, \$										0

SLA Approvals:
Service Provider (OAR)
I have reviewed this estimation and agree that this service proposal can be delivered as submitted.

Name _____
 Title _____
 Organization _____

Signature _____
 Date: _____

Acceptance Approval (OAR)
I accept this proposal and request that this service be executed.

Name _____
 Title _____
 Organization _____

Signature _____
 Date: _____

Routing of completed SLA Releases:
 cc: finance@laurentisenergy.com

LEP - Finance Use only	
Sales order or Purchase order completed	<input type="checkbox"/>
Alignment with Project completed	<input type="checkbox"/>
Contractor Utilization updates completed	<input type="checkbox"/>
Business Planning Schedule completed	<input type="checkbox"/>

3. Review and Authorization

If the proposal is acceptable, the requesting party will approve the work to proceed through their respective OAR position holder(s). A copy will be routed back to the responding organization for confirmation to proceed and the services will be filed, transactional systems updated, and reports generated based on these commitments within both organizations. If OPG is the requesting party, OPG and LEP will also execute a Services Appendix to document the LEP Services.

4. Change Management – on released work

If aspects such as cost estimations, cancellations, terms or special conditions change, a change request be

circulated following a similar process as identified in step 2-3 to ensure all stakeholders are duly notified and are agreeable to such changes. The same form can be used and should be marked clearly as a CHANGE to any existing services.

5. Facility Policies and Procedures

If LEP Support Employees provide services at a LEP site, such employees shall do so in accordance with LEP policies and procedures, including security checks, that have been identified to OPG. LEP will provide to OPG a copy of such policies and procedures.

APPENDIX B
CYBER SECURITY

1.1 Certain Definitions. For the purposes of this Appendix B:

- (a) **“Cyber Asset”** means:
- (1) any asset designated by OPG as a Cyber Asset; or
 - (2) any computing hardware, software, firmware or other computing or information technology that:
 - (A) is transferred, licensed, made available, or otherwise provided by LEP to OPG under this Agreement or a Services Appendix, or is used exclusively by LEP for OPG under this Agreement or a Services Appendix, and
 - (B) has the ability to impact the availability, integrity or confidentiality of OPG Systems and Information,unless OPG expressly specifies that such computing hardware, software, firmware or other computing or information technology is not considered a Cyber Asset under this Agreement.
- (b) **“Cyber Equipment”** means any of LEP’s computing hardware, software, firmware or other computing or information technology that is:
- (1) not a Cyber Asset; and
 - (2) connected to any OPG Systems and Information or is used to access, create, modify, store, process or transmit OPG Data in the course of performing LEP’s obligations under this Agreement or a Services Appendix.
- (c) **“Cyber Services”** means any application, infrastructure or related service provided by LEP in relation to:
- (1) any asset designated by OPG as a Cyber Asset; or
 - (2) any computing hardware, software, firmware or other computing or information technology that has the ability to impact the availability, integrity or confidentiality of OPG Systems and Information unless OPG expressly specifies that such application, infrastructure or related service is not considered Cyber Services under this Agreement or a Services Appendix.
- (d) **“OPG Data”** means all information relating to OPG, its business, financial position, assets, technology, operations, activities or proposed activities and prospects, including any technical, commercial, legal, financial, strategic, tactical, regulatory or governmental information, reports, drawings, specifications, contracts, business plans, projections, forecasts or other documents or information, whether written or oral, and including such information that is provided to LEP by OPG or its representatives, or otherwise received or accessed by LEP, under this Agreement or a

Services Appendix, or created or provided to OPG by LEP under this Agreement or a Services Appendix.

- (e) “**OPG Systems and Information**” means OPG’s networks, information systems, industrial control systems, or any components thereof (including computing hardware, software, firmware or other computing or information technology), or any OPG Data.
- (f) “**Priority One Cyber Asset**” means any Cyber Asset designated by OPG in the Services Appendix as a Priority One Cyber Asset; and
- (g) “**Priority One Cyber Services**” means any Cyber Services designated by OPG in the Services Appendix as a Priority One Cyber Services.

1.2 Cyber Security Requirements. LEP:

- (a) represents and warrants to OPG that: (i) LEP has a written and enforceable cyber security policy, and has established and maintains a cyber security program that is designed and implemented to prevent, detect and respond to cyber attacks that may impact OPG Systems and Information; and (ii) LEP Personnel (which, for the purposes of these requirements, includes any LEP Personnel having access to OPG Systems and Information) have completed position-appropriate cyber security training;
- (b) will immediately revoke all access to OPG Systems and Information for any LEP Personnel who is terminated or no longer needs access to OPG Systems and Information;
- (c) will notify OPG by sending an email to sccs@opg.com within 48 hours after discovering any security breach, incident or vulnerability impacting or otherwise involving OPG Systems and Information (including any Cyber Equipment if LEP, acting reasonably, believes any such security breach, incident or vulnerability may have impacted or may potentially impact OPG Systems and Information), and furthermore if such security breach, incident or vulnerability relates to any Cyber Asset, Cyber Equipment, or Cyber Services, LEP will also: (i) include in such written notification of any security breach, incident or vulnerability to OPG a description of the breach, incident or vulnerability, its potential security impact, its root cause, a remediation plan, and recommended mitigating or corrective actions; and (ii) promptly and continuously cooperate and coordinate with OPG to prevent, stop, contain, mitigate, resolve, recover from, respond to, and otherwise deal with any security breach, incident or vulnerability, including by providing OPG with ongoing status reports;
- (d) will: (i) ensure that no contaminants, including viruses, worms, Trojan horses, adware, spyware, trackware, hack tools, dialers, joke programs, time locks or other software routines, codes or instructions of a similar nature are placed on, or allowed access to, any OPG Systems and Information; and (ii) perform patching and testing on any Cyber Equipment, including through the performance of anti-malware and vulnerability scans, in order to identify and correct or mitigate any cyber security weaknesses or vulnerabilities;
- (e) if OPG provides specific LEP Personnel with a unique user identification (ID) to access OPG Systems and Information (“**Designated Named Account(s)**”) will: (i) ensure only

LEP Personnel designated by name may use the Designated Named Account(s); (ii) ensure the Designated Named Account(s) are not shared with any individual or entity other than such LEP Personnel; and (iii) notify OPG immediately after becoming aware of a decision to terminate or re-assign any of LEP Personnel to whom OPG provided Designated Named Account(s), to allow OPG to revoke such LEP Personnel's access on a timely basis;

- (f) if OPG provides LEP with a generic user identification (ID) to access OPG Systems and Information (“**Generic Account**”), will: (i) ensure only LEP Personnel authorized by OPG may use the Generic Account; (ii) ensure the Generic Account is not shared with any individual or entity other than such LEP Personnel; (iii) change the password for the Generic Account on a periodic basis in accordance with best practices; and (iv) notify OPG immediately after becoming aware of a decision to terminate or re-assign any of LEP Personnel authorized by OPG and change the password for the Generic Account immediately following such termination or re-assignment;
- (g) if remote access (such as LEP-initiated interactive remote access or system-to-system remote access) is required to access OPG Systems and Information, will: (i) only use those internet protocol (IP) addresses, ports, and minimum privileges required for the remote access as mutually agreed by the parties; (ii) only use Designated Named Account(s); and (iii) in case of system-to-system connections that may limit OPG's capability to authenticate the personnel connecting from LEP's systems, maintain complete and accurate books, user logs, access credential data, records, and other information applicable to connection access activities for the entire term of this Agreement;
- (h) will ensure that OPG Data is properly safeguarded; and
- (i) if LEP is required by OPG to dispose of OPG Systems and Information, will ensure that: (i) the disposal is done securely and in a timely manner and in compliance with Applicable Laws; and (ii) if LEP retains any OPG Data created on LEP's Cyber Equipment by its normal back-up procedures, LEP: (a) has restricted access to any backed-up OPG Data; (b) does not intentionally attempt to recover such OPG Data, unless directed by OPG or required by Applicable Laws; and (c) if LEP does recover any such OPG Data (including as a result of a disaster recovery procedure), LEP will immediately dispose of such OPG Data, unless directed by OPG or required by Applicable Laws, provided that if LEP is required by Applicable Laws to recover or disclose any such OPG Data, LEP will: provide OPG prompt notice of such requirement and the details thereof so that OPG may challenge such requirement or seek an appropriate protective order; consult with OPG on the advisability of taking legally available steps to resist or narrow such requirement; disclose only such OPG Data as is required by Applicable Law; and use best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such OPG Data.

1.3 Cyber Assets or Cyber Services. If LEP is providing any Cyber Asset or Cyber Service to OPG, in addition to the foregoing, LEP will:

- (a) provide to OPG: (i) documentation that describes LEP's applicable aspects of its system development lifecycle and patch management program and update processes; (ii) documentation that describes the cyber security features and wireless or remote networking capabilities of the Cyber Asset; and (iii) cyber security-focused

instructions, including manuals, for the maintenance, support and reconfiguration of the Cyber Asset, and best practice recommendations for hardening of the Cyber Asset and, as applicable, OPG Systems and Information;

- (b) provide to OPG the appropriate patches and/or updates to remediate any security vulnerabilities in the Cyber Asset within seven days after becoming aware of any vulnerabilities, disclose to OPG its mechanisms to deliver software, firmware and patches, including checksums, digital signatures or other means of identification for all software, patches and configuration files, and ensure its controls will enable OPG to verify the authenticity and integrity of the patches delivered through these mechanisms. If patches and/or updates cannot be made available by LEP within the specified period, LEP will provide mitigations and/or workarounds until the patches and/or updates are available and provided. This provision also applies to all third-party components used in the Cyber Asset;
- (c) if applicable, use tamper-evident packaging when supplying to OPG any computing hardware and, at OPG's request, provide copies of any documentation to show the chain-of-custody for such hardware; and
- (d) use information technology security best practices in the development of the Cyber Asset and will ensure that: (i) there are no hardcoded passwords utilized in the Cyber Asset; (ii) there are no accounts or known methods that are able to bypass authentication in the Cyber Asset, unless Contractor has made OPG aware of, and OPG has accepted in writing, such accounts or methods; and (iii) the most critical cyber security weaknesses are addressed in Contractor's system development life cycle (Contractor will refer to applicable standards, such as the [SANS Top 25 Most Dangerous Software Errors](#), the [OWASP Top 10](#), or their successors).

1.4 Priority One Cyber Assets or Priority One Cyber Services

Notwithstanding any other term in this Agreement, if the LEP is providing any Priority One Cyber Asset or Priority One Cyber Services, in addition to the foregoing, LEP:

- (a) represents and warrants to OPG that no unsupported system components or binary or machine-executable codes from sources with limited or no warranty are used in the Priority One Cyber Asset;
- (b) will comply with all of OPG's security policies, standards, and procedures as may be provided by OPG to LEP from time to time, unless OPG expressly specifies that a particular cyber security policy, standard, or procedure does not need to be adhered to under this Agreement or a Services Appendix;
- (c) will comply with Applicable Laws, including the North American Electric Reliability Corporation's Critical Infrastructure Protection (NERC CIP) standards for Priority One Cyber Assets or Priority One Cyber Services relating to OPG renewable generation, the Canadian Standards Association (CSA) standard N290.7 for Priority One Cyber Assets or Priority One Cyber Services relating to OPG nuclear facilities;
- (d) will identify in writing to OPG the individual(s) who will be accountable for the overall security of all aspects of the Work;

- (e) will ensure that only LEP Personnel authorized by OPG are permitted to access, process, store or transfer OPG Systems and Information and only after verifying the implementation of required security controls as specified in this Agreement or a Services Appendix and OPG's security policies, standards, and procedures;
- (f) will ensure that OPG Data is properly safeguarded using appropriate encryption at rest and in transit, and will use appropriate physical and logical boundary protection in case of processing, storing, or transmitting OPG Data;
- (g) will: (i) work with OPG to identify and assess all critical components of the Priority One Cyber Asset in terms of the impact of the function or component failure on the availability, integrity or confidentiality of OPG Systems and Information; (ii) identify to OPG any open source, commercially licensed, or secondary market components of the Priority One Cyber Asset; (iii) for each critical component of the Priority One Cyber Asset, including third-party hardware, software, and firmware, provide to OPG all licensing information, version numbers, source of the critical component and, if applicable, the end-of-life of the critical components; (iv) provide to OPG the release schedule and availability of updates and patches for each critical component; and (v) disclose to OPG its mechanisms to deliver software, firmware and patches, such as checksums, digital signatures or other means of identification for all software, patches and configuration files, and ensure its controls will enable OPG to verify the authenticity and integrity of the patches delivered through these mechanisms;
- (h) will complete the appropriate tests of the Priority One Cyber Asset and its critical components in order to provide assurance that all known vulnerabilities are identified and removed, and provide the results of such tests to OPG as part of its acceptance of such Priority One Cyber Asset. If OPG, in its sole discretion, decides to assess the appropriateness of the completed tests and acting reasonably determines that additional tests are required in order for OPG to accept the Priority One Cyber Asset, LEP will complete the additional tests of the Priority One Cyber Asset and its critical components and provide the results of such tests to OPG as part of its acceptance of such Priority One Cyber Asset;
- (i) will identify all logical network-accessible ports and disable any unused or, as determined by OPG, any unnecessary physical and logical ports/protocols in the Priority One Cyber Asset;
- (j) in collaboration and coordination with OPG in incident response activities, will ensure speed of communication, response times, corrective actions, and other related activities are in accordance with OPG's incident response standards provided by OPG to LEP from time to time. If OPG, in its sole discretion, determines that a security breach, incident or vulnerability relating to or potentially relating to a Priority One Cyber Asset or Priority One Cyber Services is having or may potentially have a high impact on OPG's ability to conduct business or creates a high risk to OPG, based on OPG's risk management policies and procedures, LEP will provide a remediation plan within one Business Day after receiving notice from OPG of such determination and will target the LEP within seven Business Days after receiving such notice. In all other cases, OPG and Contractor will mutually agree on a timely resolution that in no case will exceed the next scheduled maintenance release, unless OPG, in its sole discretion, accepts a later resolution;

- (k) will maintain valid provenance with respect to any access, creation, modification, storage, or transfer of any Priority One Cyber Asset or related OPG Data; and
- (l) will ensure it has effective audit and accountability policies and procedures in place that cover cyber security, and, upon request by OPG, LEP will share OPG-relevant cyber security audit information, such as OPG-related portions of a service organization control report, certifications and third-party assessments, with OPG.

OPG reserves the right to audit LEP in all aspects of cyber security, including (i) development processes, procedures, practices, and methodologies; and (ii) evidence from development and assessment activities providing grounds for confidence that (a) LEP has complied with all Applicable Laws, any applicable regulatory standards, and OPG's cyber security policies, standards, and procedures, (b) the required cyber security functionality has been implemented, and (c) the required cyber security strength has been achieved. OPG may use independent third-parties or OPG personnel to conduct assessments of systems, components, products, tools, and services to uncover vulnerabilities prior to accepting the Priority One Cyber Asset or Priority One Cyber Services. LEP will maintain records related to this Appendix for the period expiring the latest of: (i) three years; or (ii) such other period as set out under this Agreement or a Services Appendix. LEP will, at its expense, provide OPG or its auditors prompt access to LEP's premises, documents, records, and personnel as required for any such audit, and will ensure that OPG or its auditors may conduct similar audits of any of LEP's subcontractors. If any such audit reveals any breach of any of the foregoing cyber security requirements, LEP will correct the cause of the breach and reimburse OPG for all internal and external costs of such an audit, and OPG will be entitled to any other remedy available to it, whether under this Agreement or a Services Appendix or in accordance with Applicable Laws.

(Amending Agreement 3, Section 6)



Document Transmittal Record

Mail to: EXECUTED DOCUMENTS PROCESSING KD170	
AUTHOR(S) (e.g., External Counterparties) Ontario Power Generation Inc. and Laurentis Energy Partners Inc.	
TITLE (e.g., Document or Contract Title) Amended and Restated Business and Services Agreement	DOCUMENT DATE (MM/DD/YYYY) 12/23/2015
DOCUMENT IDENTIFIER	
General: <input type="checkbox"/> Amendment <input type="checkbox"/> (provide G#) G-14433-0001 Commercial Operations: <input type="checkbox"/> Amendment <input type="checkbox"/> (provide C#) C- Real Estate (P# or X# assigned by Real Estate) P- X- Supply Chain: <input type="checkbox"/> Amendment <input type="checkbox"/> (provide S#) S-14433-0001	Check "Amendment" and record the document number in the appropriate box if : <ul style="list-style-type: none"> The new document is associated with a previously registered document (e.g., the new document is an amendment, addendum, or sub-contract); and It is to be filed with the previously registered document. If no document number is recorded, a new number will be assigned by the Executed Documents Processing Centre.
KEYWORDS (i.e., words not in document) (a) Provisions of Capital Equipment (b) Provision of Personnel (c) Nicole Butcher Geographic Loc'n:	REFERENCE PO/Reference/External Document No. Effective Date (if applicable: MM/DD/YYYY) 12/23/2015 Expiry Date (if applicable: MM/DD/YYYY) 12/31/2017 Sender(s):
ORGANIZATION <input type="checkbox"/> Energy Markets** <input type="checkbox"/> Law*** <input type="checkbox"/> Real Estate <input type="checkbox"/> Supply Chain ** Due to CorDoc restrictions, Energy Markets cannot reflect the name change to Commercial Operations ***By default, law has access to all	
SECURITY CLASSIFICATION <input type="checkbox"/> OPG Confidential (default) <input type="checkbox"/> OPG Confidential Exclusive (For further information, refer to OPG-STD-0030, Classification, Protection, and Release of Information)	
CUSTOM2 (OPG Commercial Operations only) <input type="checkbox"/> D <input type="checkbox"/> D-DSA <input type="checkbox"/> D-OSA-A <input type="checkbox"/> I <input type="checkbox"/> I-BIO <input type="checkbox"/> I-COAL <input type="checkbox"/> I-EEI <input type="checkbox"/> I-EXCH <input type="checkbox"/> I-URAN <input type="checkbox"/> D-EA <input type="checkbox"/> D-EA-A <input type="checkbox"/> D-ISDA <input type="checkbox"/> I-GAS <input type="checkbox"/> I-ISDA <input type="checkbox"/> I-LFC <input type="checkbox"/> I-OIL <input type="checkbox"/> I-TRANS	
If applicable, select appropriate sub-folder below.	
PERMISSION SUB-FOLDER – G, P, S OR X DOCUMENTS (REAL ESTATE, BUS. DEV., LAW/RISK, SUPPLY CHAIN)	
<input type="checkbox"/> Business Development	<input type="checkbox"/> Credit Risk (Letters of Credit)
<input type="checkbox"/> Niagara Plant Group	<input type="checkbox"/> Fund Management
<input type="checkbox"/> Northeast Plant Group	<input type="checkbox"/> Northwest Plant Group

<input type="checkbox"/> Ottawa/St. Lawrence Plant Group	<input type="checkbox"/> Supply Chain
<input type="checkbox"/> Small Hydro	<input type="checkbox"/> Nuclear
<input type="checkbox"/> Dam Safety & Water Resources	<input type="checkbox"/> Hydro / Thermal
	<input type="checkbox"/> Indirect
	<input type="checkbox"/> Other:
PERMISSION SUB-FOLDER – C DOCUMENTS	
<input type="checkbox"/> Confirmations	<input type="checkbox"/> Emission Reductions
<input type="checkbox"/> Customer Collateral Documents	<input type="checkbox"/> Legacy (Generic)
<input type="checkbox"/> Domestic (D, D-EA, D-EA-A, D-ISDA)	<input type="checkbox"/> Interconnected & Transaction (I-BIO, I-COAL, I-GAS, I-OIL, I-TRANS, I-URAN)
<input type="checkbox"/> Domestic (D-DSA, D-DSA-A)	<input type="checkbox"/> Verifications
<input type="checkbox"/> Interconnected & Transaction (I, I-EEI, I-EXCH, I-ISDA, I-LFC)	
<input type="checkbox"/> Operating Committee Agreements	
The following information is required for information purposes only. It will not be added to CORDOC.	
Contact Name: Glen Elliott	Location: H18
	Tel: 416-592-5361

* Associated with OPG-PROC-0019, Records and Document Management

GENERAL SERVICES AGREEMENT

Between

POWERON ENERGY SOLUTIONS LP

- and -

ONTARIO POWER GENERATION INC.

Dated as of September 22, 2023

GENERAL SERVICES AGREEMENT

This General Services Agreement (this "**Agreement**") is entered into as of the 22nd day of September, 2023 (the "**Effective Date**")

BETWEEN:

POWERON ENERGY SOLUTIONS LP, a limited partnership formed under the laws of the Province of Ontario ("**PowerON**") by its general partner, **POWERON ENERGY SOLUTIONS INC.**, a corporation incorporated under the laws of the Province of Ontario,

and

ONTARIO POWER GENERATION INC., a corporation incorporated under the laws of the Province of Ontario ("**OPG**").

WHEREAS OPG is a power generating company having personnel with experience in the nuclear, hydroelectric and thermal industry and associated support infrastructure;

WHEREAS PowerON, a wholly owned subsidiary of OPG, is a company organized to provide services related to the charging of electric vehicles.

WHEREAS OPG requires services to be provided by PowerON from time to time;

AND WHEREAS PowerON and OPG hereby enter into this Agreement to set out the general terms and conditions under which OPG may, from time to time, retain PowerON to provide such services;

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the Parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Specific Definitions

As used in this Agreement, the following terms shall have the meaning set forth or as referenced below:

- (a) "**Actual Labour Costs**" shall mean PowerON's hourly standard labour rates (calculated to include salary, direct and indirect benefits) together with related long-term incentive and corporate overhead costs;
- (b) "**Anti-Corruption Laws**" shall have the meaning as set out in Article 8.2;
- (c) "**Applicable Laws**", in respect of any Person, property, transaction or event, means: (1) all present and future laws, statutes, regulations, by-laws, ordinances and treaties applicable to that Person, property, transaction or event; (2) any requirements under or

prescribed by applicable common law, judgments, orders and decrees; (3) all Codes and Standards applicable to that Person, property, transaction or event at the applicable time and, whether or not having the force of law; and (4) all applicable Approvals;

- (d) **"Approvals"** means any permits, licences, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorizations respecting the General Services as may be required by a Work Estimate and Approval Form, this Agreement or by any applicable Governmental Authorities having or purporting to have authority over the subject matter contemplated herein;
- (e) **"Claims"** shall mean all actual or threatened claims, demands, losses, costs, penalties, damages, injuries, expenses, liabilities, suits or proceedings, including reasonable legal fees;
- (f) **"Codes and Standards"** means all requirements, licences, requests, directives, rules, guidelines, standards, specifications, codes, instructions, circulars, manuals and procedures as may be required by a Work Estimate and Approval Form, this Agreement or by any applicable Governmental Authorities having, or purporting to have, authority over the subject matter contemplated herein;
- (g) **"Confidential Information"** shall mean all information, written or oral, disclosed by a Party, directly or indirectly, to the receiving Party, including but not limited to all contracts, financial information, engineering reports, environmental reports, technical and economic data, marketing terms and arrangements, knowledge, know-how and related information such as plans, maps, drawings, field notes, sketches, photographs, computer records or software, specifications, models, or other information which is or may be either applicable to or related in any way to the assets, business or affairs of the disclosing Party. For certainty, Confidential Information includes the terms of this Agreement. Confidential Information shall not include information that a receiving Party is able to demonstrate to the disclosing Party's satisfaction, acting reasonably: (1) was already known to the receiving Party on a non-confidential basis from a source that is entitled to disclose the information; (2) was or becomes generally available to the public through no fault of the receiving Party or its officers, employees or advisers; (3) was developed or ascertained independently without reference to the disclosing Party's information; or (4) was received by the receiving Party from a third party without such third party being under a duty of confidentiality;
- (h) **"General Services"** shall have the meaning as set out in Article 3.1;
- (i) **"Governmental Authority"** shall mean any federal, provincial, local, municipal or other governmental, administrative, judicial, regulatory agency or entity having or asserting valid jurisdiction over a Party or this Agreement;
- (j) **"Intellectual Property Rights"** shall mean any rights, anywhere in the world, in or to patents, copyright and any copyrightable subject matter (including moral rights), trademarks, trade names, service marks, confidential information or trade secrets, industrial or, as applicable, patent designs, integrated circuit topography rights and any other statutory provision or common or civil law principle regarding intellectual property, whether registered or unregistered, and including rights in any and all applications, registrations, re-issues, divisionals, continuations, continuations-in-part, renewals, re-examinations relating to the foregoing, and any and all rights in and to licenses and sub-

licenses from third parties relating to the foregoing;

- (k) **"New Intellectual Property"** shall have the meaning as set out in Article 7.1;
- (l) **"Party"** shall mean a party to this Agreement and **"Parties"** means all of them, as the context requires;
- (m) **"Person"** shall mean any individual, sole proprietorship, partnership, corporation or company, with or without share capital, trust, foundation, joint venture, Governmental Authority or any other incorporated or unincorporated entity or association of any nature;
- (n) **"Work Estimate and Approval Form"** shall mean the document issued by PowerON in substantially the form attached as Exhibit "B" to this Agreement; and

1.2 Interpretation

- (a) Unless otherwise specified, words importing the singular include the plural and vice versa, and words importing gender include all genders;
- (b) references to "this Agreement", "hereof", "herein" and similar expressions refer to the Agreement (including the recitals) and any exhibits hereto, and to no other documents; and
- (c) the division of this Agreement into Articles, sub-articles and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

1.4 Exhibits

The following are the exhibits attached to and incorporated by reference in this Agreement, which are deemed to be a part hereof:

- Exhibit "A"** - Work Estimate and Approval Form
- Exhibit "B"** - Insurance
- Exhibit "C"** - Cyber Security

ARTICLE 2 TERM AND TERMINATION

2.1 Term

The term of this Agreement shall commence on the Effective Date and, unless terminated earlier as provided hereunder, shall remain in full force and effect for two years until and including September 22, 2025 (the **"Initial Term"**). The Initial Term thereafter may be renewed by OPG in its sole and absolute discretion for up to an additional two additional years (the Initial Term and any renewal thereof being collectively referred to herein as the **"Term"**). If the end of the Term does not coincide with the end of the term of any Work Estimate and Approval Form, then this

Agreement will automatically renew with respect only to the General Services to be performed under each such Work Estimate and Approval Form until such Work Estimate and Approval Form is fully completed in accordance with the terms of such Work Estimate and Approval Form and this Agreement.

2.2 Termination

Notwithstanding any term in this Agreement, either Party may, without cause, terminate this Agreement: (a) on six months prior written notice to the other Party, provided any General Services to be performed under any open Work Estimate and Approval Forms are fully completed or the Parties' provide mutual written consent to terminate such General Services; or (b) at any time upon mutual written consent of the Parties.

OPG may terminate an open Work Estimate and Approval Form at any time before the end of the term of such Work Estimate and Approval Form by giving notice of termination to PowerON at least 30 days before the proposed early termination date. If OPG terminates the General Services under this Section 2.2, OPG shall reimburse PowerON for: (a) all General Services completed and delivered; and (b) for the direct out-of-pocket costs to PowerON for General Services in progress directly incurred in the course of the General Services.

ARTICLE 3 GENERAL SERVICES

3.1 General Services

This Agreement shall apply to all technical and other services provided by PowerON, either directly or through its subcontractors, to OPG, including the provision of any deliverables, pursuant to the terms of this Agreement (the "**General Services**"). For clarity, the General Services do not include any construction related services.

3.2 Scope

Except with the prior consent of the Parties, as evidenced by the issuance of an approved Work Estimate and Approval Form, this Agreement shall not apply to, and General Services shall not include, technical or other services estimated to cost in excess of \$5,000,000. General Services shall also not include any market related services from, or the sharing of any related information technology systems with PowerON.

3.3 Standard of Care

In the provision of the General Services to OPG by PowerON hereunder, PowerON shall exercise the degree of care, diligence and skill as would a reasonably prudent Person having responsibility for the provision of services of the nature of the General Services in comparable circumstances.

In the event of any breach of this Article 3.3 of this Agreement, PowerON shall, at its own expense, re-perform the non-conforming General Services. The remedy set forth in this Article 3.3 is the sole and exclusive remedy for such a breach.

ARTICLE 4 PROCESS

4.1 Request for General Services

OPG and PowerON shall verbally discuss the provision of General Services. To formally request such General Services, OPG shall complete a Work Estimate and Approval Form indicating the project name, a brief description of the services required, and any timeline or other limitations or applicable conditions, including special terms and conditions. The Work Estimate and Approval Form shall be forwarded to PowerON's contact.

4.2 Definition and Estimation

PowerON shall, in consultation with OPG, review and revise the Work Estimate and Approval Form. The Work Estimate and Approval Form shall then be forwarded to OPG's contact.

4.3 Authorization

If OPG approves the revised Work Estimate and Approval Form, OPG shall execute such form and deliver it to PowerON. An executed version of the Work Estimate and Approval Form will serve as authorization for PowerON to commence and carry out the General Services as specified therein.

4.4 Applicable Terms and Conditions

The General Services shall be performed in accordance with the terms and conditions of this Agreement. To the extent the Parties may mutually agree, the General Services may be subject to special terms and conditions as provided in the Work Estimate and Approval Form. To the extent such special terms and conditions are inconsistent or conflict with the terms and conditions in this Agreement, such special terms and conditions shall govern.

4.5 Price for Services

For each Work Estimate and Approval Form, OPG agrees to pay, and PowerON hereby agrees to accept as full payment for the General Services, the total sum for the General Services as set forth in the applicable Work Estimate and Approval Form, calculated in accordance with the pricing model outlined therein.

The price for General Services may be on a fixed price or time and materials basis, as agreed in the applicable Work Estimate and Approval Form. Where the price for General Services is on a fixed price basis, subject to Article 5.2 below, the price includes all activities and materials required to perform the General Services, and the price will not be subject to adjustments without the written consent of OPG.

Where the price for General Services is on a time and materials basis, the applicable labour or unit rates for the individuals providing such General Services shall be equal to PowerON's Actual Labour Costs. In addition, and where applicable to General Services provided on a time and materials basis, OPG shall pay for all third party expenses incurred by PowerON in providing those General Services together with the direct cost of any materials, equipment or other deliverables thereunder.

OPG and PowerON shall discuss mark-ups on a case-by-case basis. Any mark-ups, including mark-ups for profit, shall be indicated in the applicable Work Estimate and Approval Form.

4.6 Change in General Services

OPG may request PowerON in writing to make a change in the General Services. When a change causes an increase or decrease in the price, scope or schedule, the price and schedule shall be modified as agreed upon between PowerON and OPG.

4.7 Facility Policies and Procedures

If PowerON provides General Services on an OPG site, PowerON shall do so in accordance with the OPG's policies and procedures, including security checks, that will be provided to PowerON.

4.8 PowerON's Personnel

PowerON shall be fully responsible for all acts and omissions of each of its personnel, and any such acts and omissions will be deemed to be those of PowerON. PowerON shall ensure that all personnel engaged will have the knowledge, abilities, experience and qualifications required for the General Services. PowerON shall provide such additional support as may be required from time to time for the General Services' proper performance. OPG may reasonably request, at its discretion, that certain personnel (including personnel of any subcontractor) be changed. PowerON will endeavor to accommodate such requests promptly.

4.9 No OPG Control Over General Services

OPG shall not supervise, direct and have control or authority over:

- (a) the means, methods, techniques, sequences or procedures respecting the performance of the General Services by PowerON; and
- (b) the safety programs and precautions used in respect of the General Services, subject to OPG's rights and obligations under the *Occupational Health and Safety Act* (Ontario).

OPG shall not be responsible for any failure by PowerON to comply with any Applicable Laws or this Agreement in providing the General Services.

ARTICLE 5 PAYMENT

5.1 Invoices

Notwithstanding anything else in this Agreement, PowerON shall electronically invoice OPG for all General Services and invoices will indicate:

- (a) the total amount owing by OPG in accordance with the Work Estimate and Approval Form (showing separately all amounts due as Canadian goods and services tax/harmonized sales tax levied under the *Excise Tax Act* (Canada) and expressly stating any amounts invoiced in a currency other than Canadian dollars);
- (b) the Work Estimate and Approval Form number and line number, if applicable;
- (c) PowerON's full name and address;
- (d) the name of a contact individual at PowerON, with a telephone number;
- (e) electronic transfer instructions;
- (f) PowerON's invoice number (which must be unique for each invoice);
- (g) the invoice date (which must be the date the invoice is delivered);

- (h) the value of the General Services provided in Canada and outside Canada, identified separately; and
- (i) PowerON's 15 digit registration number of the purposes of Part IX of the *Excise Tax Act* (Canada).

PowerON shall provide invoices to OPG on a monthly basis, or as agreed from time to time, for all General Services provided. On termination or expiry of this Agreement, PowerON shall submit a final invoice to OPG within ninety (90) days.

5.2 Taxes

Any federal goods and services tax/harmonized sales tax which is payable in respect of the General Services shall be added to the invoices and each such invoice shall state separately the amount of such tax payable together with PowerON's goods and services tax/harmonized sales tax registration number.

OPG will have no liability for any of PowerON's income or capital taxes imposed by any governmental authority respecting this Agreement. Unless otherwise stated in this Section 5.2, OPG will have no liability for any withholding, collection, payment, remitting or reporting of any taxes or statutory deductions paid or payable by PowerON or any of PowerON's subcontractors in respect of any subcontractor or any employee of PowerON or any subcontractor.

Notwithstanding any term in this Agreement, OPG may withhold any amount that is required to be withheld on payments made to non-residents of Canada in accordance with the *Income Tax Act* (Canada) and regulations thereto. OPG will have no obligation to gross up or otherwise increase payments made to PowerON or any of PowerON's subcontractors because OPG withheld any amount in respect of taxes. Where OPG so withholds any amount, OPG will remit such amount to the applicable Canadian tax authorities.

5.3 Payment of Invoices

OPG shall aggregate all outstanding invoices received and accepted by OPG for payment before the 25th day of each month. Subject to any Applicable Laws, OPG shall pay PowerON this aggregate amount electronically on the 25th day of the following month. All payments are conditional, however, on PowerON fulfilling its obligations and making satisfactory progress in providing the General Services before the date payment is made. OPG shall determine whether or not such obligations have been fulfilled and progress is satisfactory..

ARTICLE 6 LIABILITY AND INDEMNIFICATION

6.1 Indemnity by OPG

OPG shall indemnify, defend and hold harmless PowerON and its shareholder(s), directors, officers, employees, subcontractors, representatives and agents from and against all Claims imposed upon or incurred by PowerON with respect to any personal injury or death of any individuals performing General Services pursuant to this Agreement, arising out of the gross negligence or willful misconduct of OPG during the Term of this Agreement.

6.2 Indemnity by PowerON

PowerON shall indemnify, defend and hold harmless OPG and its shareholder(s), directors, officers, employees, subcontractors, representatives and agents from and against all

Claims imposed upon or incurred by OPG by or in favour of a third party (including, without limitation, those Claims arising in favour of or brought by or on behalf of any of PowerON, employees, agents, subcontractors or representatives), based upon, in connection with, relating to or arising out of the provision of the General Services, where and to the extent that any such Claim results from, arises out of or is attributable to the gross negligence or willful misconduct of PowerON in the provision of the General Services.

6.3 Limitation of Liability

Subject to Article 6.5, the liability of PowerON for all Claims by OPG against PowerON arising in respect of this Agreement will not exceed:

- (a) an amount equal to the cumulative amount of all amounts paid or payable under this Agreement by OPG to PowerON, exclusive of any goods and services tax/harmonized sales tax; and
- (b) the amount of insurance recoverable under this Agreement.

Subject to Article 6.5, the liability of OPG for all Claims by PowerON against OPG arising in respect of this Agreement will not exceed an amount equal to the cumulative amount of all amounts paid or payable under this Agreement by OPG to PowerON, exclusive of any goods and services tax/harmonized sales tax.

6.4 No Liability

Notwithstanding anything in this Agreement, PowerON shall not be responsible to OPG for any losses, damages, costs, expenses and injury of every kind and character:

- (a) to the property, facilities, equipment or materials of OPG; or
- (b) except for third party Claims under Articles 6.2 and Claims under Article 7.3, resulting from OPG's access to or use of the New Intellectual Property.

6.5 Exceptions to Limitation

PowerON's limitation of liability set out in Article 6.3 will not apply, however, to:

- (a) third party Claims under Article 6.2; or
- (b) Claims suffered or incurred by OPG or any Claims made against OPG by any Person, to the extent arising in respect of the deliberate or willful breach of this Agreement by PowerON.

OPG's limitation of liability set out in Article 6.3 will not apply, however, to Claims suffered or incurred by PowerON or any Claims made against PowerON by any Person, to the extent arising in respect of the deliberate or willful breach of this Agreement by OPG.

6.6 Consequential Damages

Except for any third party Claims, and except to the extent recoverable under insurance required by this Agreement, no Party will be liable to another Party for any indirect or consequential damages.

6.7 Duty to Mitigate

Each Party has a duty to mitigate damages and shall use all commercially reasonable efforts to minimize any losses, costs, expenses, damages or other liabilities it may incur as a result of the other Party's performance or non-performance of this Agreement.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 Ownership of Intellectual Property

Each Party and subcontractor retains all Intellectual Property Rights to methodology, knowledge and data brought to the General Services and used therein. No Intellectual Property Rights existing before the start of the General Services are passed hereunder other than licenses and rights to use Intellectual Property Rights as set out in this Agreement and the applicable Work Estimate and Approval Form.

All title and beneficial ownership interests to all Intellectual Property Rights which are created or otherwise arise in the provision or performance of the General Services will vest exclusively in, and remain with, OPG (the "**New Intellectual Property Rights**"). PowerON hereby assigns and shall cause each subcontractor to assign to OPG all rights, title and interest in and to the New Intellectual Property Rights. This assignment becomes effective in respect of each New Intellectual Property Right when such New Intellectual Property Right comes into existence, and in any event, no later than on the completion of the General Services.

7.2 Use of Intellectual Property

In respect of any Intellectual Property Rights not assigned to OPG under Section 7.1, PowerON hereby grants to OPG a worldwide, non-exclusive, irrevocable, perpetual, royalty free and fully paid-up licence and uninterrupted right to use all such Intellectual Property Rights that are contained or embedded in, required for the use of, used in the production of, or required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the General Services.

OPG hereby grants to PowerON a limited license during the Term of this Agreement to use any New Intellectual Property created. Any such use of any New Intellectual Property, including sublicense, transfer, copying or reproducing to any other third party, shall only be in accordance with terms to be negotiated by the Parties associated with the applicable Work Estimate and Approval Form.

Should PowerON wish to acquire any other rights of usage to any New Intellectual Property created, it may issue a notice to OPG pursuant to Article 8 of this Agreement and OPG may agree to enter into negotiation for such acquisition. Any such acquisition of rights shall be subject to terms to be negotiated on a case-by-case basis.

7.3 Warranty and Indemnity

PowerON shall pay all royalties, license fees and other monetary amounts required in respect of securing and licencing the Intellectual Property Rights referenced in this Article 7 and any other Intellectual Property Rights associated with the General Services.

PowerON represents and warrants that it owns or has obtained from third parties, duly authorized grants of all right, title and interest necessary to provide to OPG a license regarding

the Intellectual Property Rights associated with the General Services in the manner set out in Article 7.2 of this Agreement.

PowerON shall, at its expense, defend all Claims against OPG relating to or based on any allegation that the General Services, or any part of the General Services, constitutes an infringement upon, or a misappropriation of any Intellectual Property Rights and shall pay to OPG all resulting costs, damages, charges and expenses incurred by OPG in respect of such Claims. OPG shall give PowerON written notice of any such Claim and at the request and expense of PowerON, OPG shall provide all available information, assistance and authority required to conduct its defense.

If all or any part of the General Services is finally determined to constitute an infringement or misappropriation of Intellectual Property Rights of a third party, or if OPG is enjoined from using the General Services, any part thereof, or any Intellectual Property Rights embodied therein as a result of an infringement or misappropriation claim, PowerON shall at its expense promptly: (a) obtain for OPG the right to continue using the General Services; (b) replace the infringing elements of the General Services with non-infringing elements, while maintaining the full functionality, integrity and performance capabilities of the General Services; or (c) modify the General Services so that it no longer infringes, while maintaining the full functionality, integrity and performance capabilities of the General Services.

ARTICLE 8 ADDITIONAL TERMS

8.1 Applicable Laws

- (a) PowerON shall comply with all Applicable Laws and all standards, specifications, manuals or codes of any technical organization or governmental authority. PowerON shall obtain, at its cost, all permits and other consents required in respect of the General Services.
- (b) PowerON shall comply with, and will take all reasonable measures to ensure that the parties subject to its control or determining influence will comply with, all applicable anti-corruption laws and policies, including the *Foreign Corrupt Practices Act* (U.S.), the *Corruption of Foreign Public Officials Act* (Canada), the *Bribery Act* (U.K.) and any Applicable Laws of similar effect of any other jurisdiction (collectively, “**Anti-Corruption Laws**”). PowerON represents, warrants and undertakes that it has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance with Anti-Corruption Laws, including policies and procedures designed to ensure that all Persons employed or acting on PowerON’s behalf comply with Anti-Corruption Laws.

8.2 Confirmation of Records

PowerON shall keep proper accounts and records of the General Services. During the term of the Agreement, and only in respect of General Services invoiced on a time and materials basis, OPG shall have the right to reasonable access to the books, records and accounts maintained by PowerON related to provision of the General Services to verify the accuracy of the hours and expenses as invoiced by PowerON. OPG shall provide PowerON with thirty (30) days notice of any such request to verify the records. Accounts and records will be preserved and kept available for audit until the expiration of two years from the date of completion or termination of the applicable General Services.

8.3 Subcontracting

OPG acknowledge PowerON's ability to subcontract certain General Services to meet its obligations under this Agreement. PowerON shall, in entering into any such contractual agreement with a subcontractor, ensure that such subcontractor is subject to the applicable terms and conditions of this Agreement including but not limited to all confidentiality requirements. PowerON shall be fully responsible for all acts and omissions of each subcontractor, and any such acts and omissions will be deemed to be those of PowerON.

8.4 Assignment

This Agreement shall not be assigned by any Party without consent of the other Party, which consent shall not be unreasonably withheld, provided that any Party may assign its interest in this Agreement to a subsidiary without the consent of the other Party.

8.5 Counterparts and Entire Agreement

- (a) This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed to be an original by the Parties, but all of which shall be considered one and the same instrument. Any counterpart signature transmitted by sending a scanned copy by electronic mail or similar electronic transmission will be deemed to be an original signature; and
- (b) This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

8.6 Notices

All notices hereunder shall be deemed given if in writing and delivered personally or sent by email, courier or by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other address as shall be specified by like notice):

- (a) if to OPG, to:

Ontario Power Generation Inc.
700 University Avenue
Toronto, Ontario
M5G 1X6

Attention: Teri Lilley, Director, Supply Chain Plant Ops
Email: teri.lilley@opg.com

- (b) if to PowerON, to:

PowerON Energy Solutions LP
2300 Yonge Street, Suite 2801
Toronto, Ontario
M4P 1E4

Attention: Managing Director
Email: keegan.tully@poweronenergy.ca

Any notice given by mail, email or other electronic means shall be effective when received. Each Party may, by giving notice thereof to the other Party, change its address for notice, or designate to which notices must be directed, at any time.

8.7 Governing Law and Disputes

- (a) 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. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Ontario and the Federal Court of Canada.
- (b) If there is a dispute between the Parties in connection with this Agreement, the Parties shall, acting reasonably and in good faith, use all reasonable efforts to resolve the dispute as soon as possible by negotiation.
- (c) The *United Nations Convention on Contracts for the International Sale of Goods* shall not apply to this Contract.

8.8 Severability

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) suitable and equitable provisions shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8.9 Amendment, Modification and Waiver

Any amendments, modifications and waivers of this Agreement shall be done in writing and executed by all Parties.

8.10 Confidential Information

All Confidential Information remains, at all times, the exclusive property of the respective disclosing Party. Except as expressly set out in this Agreement, a receiving Party has no right to use or disclose any Confidential Information for any purpose whatsoever. A receiving Party may use Confidential Information only in respect of the preparation for, and the providing of, the General Services, including in negotiations with proposed subcontractors. Such receiving Party will ensure that none of its or its subcontractors' current or former shareholders, directors, officers, partners, members, representatives, agents and advisors or any of its personnel or any other person for whom such receiving Party or any subcontractor is responsible at law will use any of the Confidential Information for any purposes other than those expressly set out in this Section 8.11.

Each Party acknowledges and agrees that the other Party may be subject to the *Freedom of Information and Protection of Privacy Act* (Ontario), the *Ontario Energy Board Act* and the Ontario Energy Board Rules of Procedure (collectively, “**FIPPA and OEB Legislation**”). Each Party shall comply with its obligations under the FIPPA and OEB Legislation. Each Party is strongly advised to consult its own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in providing and receiving the General Services. Subject to the provisions of FIPPA and OEB Legislation, each Party shall use reasonable commercial efforts to safeguard the confidentiality of any information identified by the other Party as confidential but will not be liable in any way whatsoever to the other Party if such information is disclosed based on an order or decision of the Information and Privacy Commissioner of Ontario, Ontario Energy Board or otherwise as required by Applicable Law.

8.11 PowerON’s Insurance

PowerON shall, at all times, maintain or cause to be maintained those insurance requirements as outlined in Exhibit “B”.

8.12 Cyber Security

PowerON shall, at all times, conduct the General Services in accordance with the cyber security requirements set out in Exhibit “C”.

8.13 Codes of Conduct

PowerON shall:

- (a) not take any action that would cause OPG to breach an obligation set out in OPG’s Code of Business Conduct (“**Code**”); and
- (b) comply with all obligations set out in OPG’s Supplier Code of Business Conduct (“**Supplier Code**”),

A current copy of the Code and the Supplier Code is located at www.opg.com and a copy of each has been reviewed by PowerON.

8.14 Force Majeure

Neither PowerON nor OPG shall be liable to the other for loss, damage or delay in the General Services, or non-performance of any contractual obligation, caused by war, riot, the act or order of any competent civil or military authority, fire, flood, pandemic, epidemic or by any other cause which is unavoidable and beyond the party’s reasonable control. Both parties will be prompt in restoring normal conditions, re-establishing schedules, and resuming operations as soon as the interruptions have ceased. PowerON shall not be entitled to an extension of time for any delay covered in this Section 8.14 unless notice of a claim thereof is given by PowerON within 30 days after the commencement of the delay. The length of any such extension will be determined by OPG but will in no event be less than the length of such force majeure event.

8.15 Survival

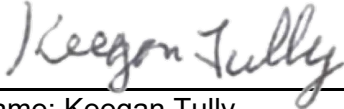
All representations, warranties, guarantees and indemnities made in, required by or given under this Agreement, as well as all continuing obligations under this Agreement, will survive termination or expiry of this Agreement indefinitely.

8.16 No Joint Venture, Partnership, etc.

Nothing contained herein shall be construed as creating any joint venture, partnership, agency or joint and several liability among the Parties.

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives on behalf of each of the Parties hereto as of the date first written above.

**POWERON ENERGY SOLUTIONS
LP, by its general partner, POWERON
ENERGY SOLUTIONS INC.**



Name: Keegan Tully
Title: Managing Director

**ONTARIO POWER GENERATION
INC.**

Name:
Title

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**POWERON ENERGY SOLUTIONS
LP, by its general partner, POWERON
ENERGY SOLUTIONS INC.**

**ONTARIO POWER GENERATION
INC.**

Name: Keegan Tully
Title: Managing Director

Paul Mascarin

Name: Paul Mascarin
Title: Director, Supply Chain

Exhibit "A" - Work Estimate and Approval Form

The attached form is used to define work scope and labour details and to estimate schedule and costs under the terms of the General Services Agreement. Once approved, the Parties shall execute the form. The executed form will be the approval from OPG to commence the General Services.

WORK ESTIMATE AND APPROVAL FORM		
General Information		
Date:	Work Order Number:	
OPG Contact:	PowerON Contact:	
Contract Type		
Fixed Price	Time & Material	
Other, please specify:		
Contract Period:	Start Date:	End Date:
Work Description Summary:		
Signatures of Agreement		
<i>PowerON Energy Solutions LP, by its general partner, PowerON Energy Solutions Inc.:</i>	<i>Ontario Power Generation Inc.:</i>	
_____ Date MM-DD-YYYY	_____ Date MM-DD-YYYY	

Detailed Work Description
<input type="checkbox"/>

Other Supporting Documentation
<input type="checkbox"/> SAFETY ○

Pricing Detail

Specific Terms & Conditions

Exhibit “B” - Insurance

1. Insurance Policies

PowerON shall maintain in full force with financially responsible insurance carriers (with AM Best ratings of at least A- or a Standard & Poor’s rating of at least BBB) of recognised standing acceptable to OPG, or with the appropriate governmental authorities, all coverages referred to in this this Exhibit “B”. Each of these coverages is currently in full force and, except as provided below, PowerON shall ensure that all these coverages will be maintained in force continuously from the date of this Agreement until 60 days after the termination of this Agreement or such other date as OPG may designate in writing. PowerON shall ensure that all such coverages cover all subcontractors and that all insurance coverages applicable in Ontario will be obtained from insurance carriers that are duly licensed in Ontario to issue insurance policies for the limits and coverages required under this Exhibit “B”.

- (1) **Workers’ Compensation.** PowerON shall maintain or cause to be maintained workers’ compensation coverage as required by the *Workplace Safety and Insurance Act, 1997* (Ontario) or any other Applicable Laws respecting all of PowerON’s personnel to the extent they are performing General Services on an OPG site.
- (2) **Commercial General and Excess Umbrella Liability Insurance.** PowerON shall maintain commercial general liability and excess umbrella liability insurance, on an occurrence basis, in an amount not less than \$5,000,000 inclusive for bodily injury, including death, personal injury and damage to property, including resulting loss of use thereof, for each occurrence. PowerON shall ensure that the excess umbrella liability insurance is in excess of the coverages under Sections 1 (to the extent the coverages under those sections include employer’s liability) and Section 4. PowerON shall also ensure that the commercial general liability and excess umbrella liability coverage specifically includes the following:
 - (1) blanket contractual liability;
 - (2) damage to property of OPG, including resulting loss of use thereof;
 - (3) pollution liability coverage on at least a sudden and accidental basis;
 - (4) products and completed operations, including a term that such coverage will be maintained throughout the warranty period;
 - (5) cross liability;
 - (6) severability of interests;
 - (7) employer’s liability;
 - (8) non-owned automobile liability; and
 - (9) broad form property damage
- (3) **Errors & Omissions Insurance.** PowerON shall, at all times, maintain in full force and effect professional liability insurance in an amount not less than \$2,000,000 per occurrence and in the aggregate, covering the period from start of conceptual design through to the termination of this Agreement and for a further discovery period of five years from the termination of this Agreement.

- (4) **Motor Vehicle Liability Insurance.** PowerON shall maintain motor vehicle liability insurance, covering all licensed motor vehicles owned, rented or leased and used in respect of the General Services. PowerON shall ensure that this coverage will cover bodily injury and property damage liability to a combined inclusive minimum limit of \$2,000,000 per occurrence and mandatory accident benefits.
- (5) **Other.** PowerON shall maintain, at OPG's cost, any other form of insurance for such risks and in such amounts as OPG may require from time to time.

2. General Insurance Terms

- (a) **Certificates of Insurance.** Both on the date of this Agreement and no more than 60 days and no fewer than 30 days before starting any General Services on an OPG Site, PowerON shall deliver to OPG certificates of insurance completed by a duly authorized representative of each of PowerON's insurers certifying that at least the minimum coverages required under this Exhibit "B" are in effect. PowerON shall ensure that each certificate will state that the coverages will not be cancelled, will not fail to be renewed and will not be materially changed by endorsement or through issuance of any other policy of insurance which restricts or reduces coverage, without 60 days advance written notice by courier given to OPG's Representative, with a copy delivered by email as follows:

[NOTICE]

To the extent that PowerON is required to maintain any coverages after final payment, PowerON shall deliver to OPG, at the time it approves the invoice, a certificate of insurance completed by a duly authorized representative of such Person's insurer certifying that such insurance will remain in force, subject to annual renewals, for the period of time required in this Exhibit "B".

- (b) **Copies of Policies.** Promptly upon request by OPG, PowerON shall provide OPG with a certified copy of any insurance policy referred to in this Exhibit "B". OPG may only make a request following an occurrence where OPG may have coverage under the policy.
- (c) **No Waiver by OPG.** If OPG fails to demand any certificate referred to in Section 2(a) or otherwise fails to demand other evidence of full compliance with Section 1 or fails to identify a defect from evidence provided, OPG has not waived, and OPG will not be deemed to have waived, any of PowerON's obligations. PowerON's obligation to purchase and maintain insurance under this Agreement, the bankruptcy or insolvency of any insurance company or the failure of any insurance company to pay any claim, will in no way limit or otherwise qualify the liabilities or obligations of PowerON under this Agreement.
- (d) **No Approval by OPG.** If OPG receives and accepts any certificate or other evidence under this Section 2, OPG has not approved or agreed, and OPG will not be deemed to have approved or agreed, that PowerON has satisfied any of its obligations under Sections 1 or 2.
- (e) **OPG May Purchase Insurance.** If PowerON fails to maintain any insurance required under Section 1 or any such insurance is inadequate in its scope, OPG may purchase any such insurance, at PowerON's sole expense. In the event OPG must purchase insurance under this Section 2(e), OPG may set off the costs thereof against any monies then or thereafter due, owing or payable to PowerON and may set off and retain, in addition, and in consideration for its work in procuring such insurance, an amount equal to the cost

thereof, in addition to the cost of such insurance.

- (f) **Deductibles.** PowerON shall pay the amount of all deductibles under this Agreement and may not charge back any such amount to OPG.
- (g) **Insurance Not Contributory.** With the exception of the insurance referred to in Section 1(4), PowerON shall ensure that all other insurance referred to in Section 1 will specify that such insurance is primary coverage and not contributory with, or in excess of, any insurance that may be maintained by OPG.
- (h) **Subrogation.** PowerON shall ensure that each insurer which provides insurance under Section 1 will provide a waiver of subrogation to OPG, PowerON and all of PowerON's subcontractors.
- (i) **OPG as Additional Insured.** PowerON shall ensure that each insurer that provides insurance under Section 1(2) will include OPG as an additional insured and, where applicable, as a loss payee, under such insurance.
- (j) **No Invalidation by Others.** PowerON shall ensure that no insurance referred to in Section 1 will be invalidated or vitiated by any action or failure to act by OPG, any applicable subsidiary of OPG or by any breach by PowerON or any other Person of any declarations, warranties or other terms in such policies.
- (k) **Notice of Claim.** PowerON shall deliver a Notice to OPG within three Business Days of asserting any claim under any insurance referred to in Section 1. PowerON shall include in the Notice the date of the events giving rise to the claim, a summary of the circumstances respecting the claim and the amount of the claim. PowerON shall provide OPG any additional information respecting the claim that OPG may request.

Exhibit “C” - Cyber Security

1.1 Certain Definitions. For the purposes of this Exhibit “C”:

(a) “**Contractor**” means PowerON.

(b) “**Cyber Asset**” means:

(1) any asset designated by OPG as a Cyber Asset; or

(2) any computing hardware, software, firmware or other computing or information technology that:

(A) [REDACTED]

(B) [REDACTED],

[REDACTED]

(c) “**Cyber Equipment**” means any of Contractor’s computing hardware, software, firmware or other computing or information technology that is:

(1) not a Cyber Asset; and

(2) [REDACTED].

(d) “**Cyber Services**” means any application, infrastructure or related service provided by Contractor in relation to:

(1) [REDACTED]

(2) [REDACTED].

(e) “**OPG Data**” means all information relating to OPG, its business, financial position, assets, technology, operations, activities or proposed activities and prospects, including any technical, commercial, legal, financial, strategic, tactical, regulatory or governmental information, reports, drawings, specifications, contracts, business plans, projections, forecasts or other documents or information, whether written or oral, and including such information that is provided to Contractor

by OPG or its representatives, or otherwise received or accessed by Contractor, under this Agreement, or created or provided to OPG by Contractor under this Agreement.

(f) **“OPG Systems and Information”** means OPG’s networks, information systems, industrial control systems, or any components thereof (including computing hardware, software, firmware or other computing or information technology), or any OPG Data.

(g) **“Priority One Cyber Asset”** means any Cyber Asset designated by OPG as a Priority One Cyber Asset; and

(h) **“Priority One Cyber Services”** means any Cyber Services designated by OPG as a Priority One Cyber Services.

1.2 Cyber Security Requirements. Contractor:

(a) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];

(b) [REDACTED]
[REDACTED];

(c) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];

(d) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];

(e) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];

(f) [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

(g) [REDACTED]

(h) [REDACTED]

(i) [REDACTED]

1.3 Cyber Assets or Cyber Services. [REDACTED]
[REDACTED]:

(a) [REDACTED]

(b) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.4 Priority One Cyber Assets or Priority One Cyber Services

Notwithstanding any other term in this Agreement, if the Contractor is providing any Priority One Cyber Asset or Priority One Cyber Services, in addition to the foregoing, Contractor:

(a) [REDACTED]

(b) [REDACTED]

(c) will comply with Applicable Laws, including the North American Electric Reliability Corporation's Critical Infrastructure Protection (NERC CIP) standards for Priority One Cyber Assets or Priority One Cyber Services relating to OPG renewable generation, the Canadian Standards Association (CSA) standard N290.7 for Priority One Cyber Assets or Priority One Cyber Services relating to OPG nuclear facilities;

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g) [REDACTED]

[REDACTED]

(h) [REDACTED]

(i) [REDACTED]

(j) [REDACTED];

(k) [REDACTED]

(l) [REDACTED].

[REDACTED]

BUSINESS AND SERVICES AGREEMENT

BUSINESS AND SERVICES AGREEMENT (this “Agreement”) is made effective as of the date of last execution hereto (“Effective Date”),

BETWEEN:

ONTARIO POWER GENERATION INC., a corporation existing under the laws of the Province of Ontario (Canada) (“**OPG**”)

– and –

ORIGIN NUCLEAR INC., a corporation existing under the laws of Canada (“**ONI**”)

WHEREAS

1. OPG is a power generating company having personnel with experience in the nuclear, hydroelectric and thermal industry and associated support infrastructure.
2. ONI, a wholly owned subsidiary of OPG, is a company organized to provide operation, management, emergency planning, construction, development, operation, maintenance, inspection and technical services to the nuclear industry.
3. To perform these services, ONI wishes to have access to personnel and certain equipment or materials and procure a range of professional and corporate support services from OPG.
4. OPG agrees to provide personnel and certain equipment or materials and supply these professional and corporate support services to ONI, if and when available.
5. OPG also wishes to retain ONI from time to time to provide, and ONI agrees to supply to OPG, certain services (the “ONI Services”) in accordance with this Agreement.
6. The parties wish to enter into this Agreement to set out the terms and conditions upon which OPG would provide such personnel, certain equipment or materials and services to ONI, and upon which ONI may provide the ONI Services to OPG.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties hereto) the parties covenant and agree each with the other as follows:

SECTION 1 – APPLICATION AND PROCESS

1.1 APPLICABILITY

- (a) This Agreement governs:
 - (i) OPG’s provision to ONI of personnel and certain equipment or materials, access to OPG property and assets, and professional and corporate support services; and

- (ii) ONI's provision of ONI Services to OPG.
- (b) The process for requesting releasing and recoding services to be provided under this Agreement is set out in Appendix A attached hereto.

1.2 PROVISION OF PERSONNEL

- (a) ONI Support Employees. Subject to the terms and conditions herein, OPG will provide or arrange for the provision of existing OPG employees or other OPG labour resources to ONI, as may be requested by ONI. Existing OPG employees may provide support in executing and managing ONI's operations on a full-time basis ("**Secondments**") or perform discrete work characterized by tasks, activities, or duties for or on behalf of ONI, including to parties with whom ONI has a commercial relationship for the provision of services ("**Operational Resources**"). Collectively, Secondments and Operational Resources represent "**ONI Support Employees**".
- (b) OPG Support Employees. Subject to the terms and conditions herein, ONI will provide or arrange for, from time to time, the provision of existing ONI employees or other ONI labour resources to OPG, as requested by OPG (collectively, "**OPG Support Employees**") to perform duties for or on behalf of OPG, including to parties with whom OPG has a commercial relationship for the provision of services. In doing so, ONI will also provide OPG with an estimate of costs OPG can expect to incur in procuring this service.
- (c) Annual Employee Plan. ONI shall deliver to OPG an annual employee resourcing plan setting out expected Secondments requirements for internal business support and Operational Resources requirements, including for commercial or technical support needs arising from possible commercial opportunities for the upcoming year. Upon receipt of the ONI employee plan, OPG shall review and notify ONI of any anticipated resourcing constraints. For clarity, the employee plan is expected to be provided as part of the annual business planning process completed by ONI in accordance with timelines as set out by OPG, and may be revised and updated throughout the year. ONI and OPG shall coordinate throughout the term of this Agreement to ensure that ONI has continuous access to OPG's employee resources subject to the qualifications set out in this Section 1.2(c).
- (d) ONI Support Employee Assignment Request. ONI shall make all ONI Support Employee requests to OPG as promptly as possible. Such request shall specify the number of ONI Support Employees needed, the expected duration of such requested services and the type of services that will be performed by the requested ONI Support Employees. The parties agree that the choice of which employee and how many employees are made available as ONI Support Employees is subject to the mutual approval of both parties. Notwithstanding the foregoing, OPG is under no obligation to provide any employees to ONI if such resource allocation would result in an impact to the current service standard levels provided at OPG's facilities, or would represent a reasonable risk to the safe operations of OPG's facilities.
- (e) ONI Support Assignment Agreement. OPG will enter into a subcontract agreement, secondment agreement, work assignment or such other form of agreement or document agreed to between ONI and OPG (a "**ONI Support Assignment Agreement**") to document the terms of any ONI Support Employee assignment. ONI Support Assignment Agreements will be among ONI and OPG, and if necessary, the applicable ONI Support Employee, and will specify that the ONI Support Employee

will be working on behalf of ONI, identifying the work locations designated by ONI, and other terms of the assignment agreeable to OPG, ONI and, if applicable, the ONI Support Employee. Each ONI Support Assignment Agreement shall ensure that ONI's confidentiality obligations to third party clients will be adhered to by such ONI Support Employee. All ONI Support Employees will remain employees of OPG and not become employees, servants or agents (except to the extent expressly specified in the applicable ONI Support Assignment Agreement) of ONI. All pay and benefits of the ONI Support Employees will continue to be the responsibility of OPG.

- (f) Invoices and Expenses. OPG will, in accordance with Section 7 or as otherwise agreed to between ONI and OPG, invoice ONI at the greater of:
- (i) the market price for providing the applicable services as appropriate,
 - (ii) all costs incurred by OPG in providing such services including:
 - (A) OPG's applicable employee costs including salary, incentive compensation, standard OPG allocations for benefits and pension and any applicable overhead or administrative costs incurred by OPG with respect to the administration of the employees incurred by OPG for each ONI Support Employee and any additional costs paid by OPG in accordance with the ONI Support Assignment Agreements for those ONI Support Employees;
 - (B) all third party expenses incurred by OPG in providing such services; and
 - (C) the direct cost of certain equipment or materials, or other deliverables used to provide such services, and
 - (iii) all business expenses reasonably incurred by the ONI Support Employees in connection with the applicable services.
- (g) Service Standard. ONI Support Employees will follow, at a minimum, the principles contained in OPG's Safe Operations Rules, OPG's Code of Business Conduct, ONI's Code of Business Conduct and all applicable quality assurance programs implemented by either OPG or ONI's clients. In addition, ONI will ensure that all ONI Support Employees comply with the safety programs of the applicable jurisdiction in which they are performing services on behalf of ONI.
- (h) The parties agree that the work and services provided by ONI Support Employees are separate and distinct from the Professional and Corporate Services provided by OPG to ONI in accordance with Section 4 and shall be invoiced by OPG separately from such Professional and Corporate Services.
- (i) OPG acknowledges and agrees that the ONI Support Employees resources contemplated in this Agreement may be characterized by ONI to third party clients as a prime contractor subcontractor relationship. OPG will provide such further assurances of such arrangement, as may be reasonably requested by ONI.

SECTION 2 – PROVISION OF CAPITAL EQUIPMENT

2.1 ALLOCATED EQUIPMENT

Subject to the terms and conditions herein, upon request from ONI, OPG may rent, lease or sell, as applicable, from time to time, certain equipment or materials (“**ONI Allocated Equipment**”) to ONI so that ONI can provide services to third parties for the purposes of carrying on ONI's business activities. ONI Allocated Equipment shall include all necessary licenses, permits and approvals related to the transfer and

use of such equipment, to the extent such licenses, permits and approvals can be transferred to, or otherwise relied on by, ONI.

2.2 ANNUAL EQUIPMENT PLAN

ONI shall deliver to OPG an annual equipment plan setting out potential equipment resource requirements for the upcoming year. Upon receipt of the ONI equipment plan, OPG shall review and notify ONI of any anticipated resourcing constraints and identify any potential contingency resources that may be available for such year. For clarity, the annual equipment plan is expected to be provided as part of the annual business planning process completed by ONI in accordance with timelines as set out by OPG, and may be revised and updated throughout the year. ONI and OPG shall coordinate throughout the term of this agreement to ensure that ONI has continuous access to OPG's equipment resources subject to the qualifications in Section 2.3.

2.3 EQUIPMENT REQUESTS

ONI shall make all requests for certain equipment and material to OPG as promptly as possible. Such request shall specify the type of equipment or materials requested, the location such equipment or material will be used at, the expected duration such equipment or material will be needed and the preferred nature of the equipment or material agreement (i.e. rental or sale). OPG is under no obligation to provide any ONI Allocated Equipment if such resource allocation would result in an impact to the current service standard levels provided at OPG's facilities, would represent a reasonable risk to the safe operations of OPG's facilities.

2.4 ALLOCATED EQUIPMENT AGREEMENTS

Upon receipt and approval of a request for ONI Allocated Equipment from ONI, OPG will document the terms and condition of the rental or sale agreement, as applicable, between ONI and OPG (a "**ONI Allocated Equipment Agreement**"). Any and all costs incurred by OPG to rent or sell ONI Allocated Equipment to ONI will be borne wholly by ONI, including, without limitation the cost of all activities required to document, supply and deliver the ONI Allocated Equipment, all applicable freight, insurance, taxes and other charges incurred by OPG and reasonable wear and tear costs. Except as otherwise specified herein, ONI Allocated Equipment will be rented or sold, as applicable, at OPG's net book value by applying the remaining useful life to determine the calculated cost of such ONI Allocated Equipment, including a return on invested capital.

2.5 OWNERSHIP

Except as otherwise provided in a ONI Allocated Equipment Agreement, the ONI Allocated Equipment is, and shall at all times be and remain, solely and exclusively the property of OPG, and no right, title or interest in the ONI Allocated Equipment shall pass to ONI other than the right of ONI to possess and use the ONI Allocated Equipment for the term as provided in the ONI Allocated Equipment Agreement or as otherwise agreed to between OPG and ONI. The ONI Allocated Equipment shall remain personal property notwithstanding that the ONI Allocated Equipment or any part of the ONI Allocated Equipment may be affixed or attached to any other personal or real property.

2.6 LIABILITY AND INSURANCE

ONI shall be liable to OPG for all loss or damage (reasonable wear and tear excepted), cost, expense, charge, fine or penalty arising out of the ONI Allocated Equipment for the duration such ONI Allocated

Equipment is in the custody and control of ONI. ONI shall give OPG notification of any loss or damage promptly upon ONI becoming aware of same. In the event of any such loss or damage, ONI shall pay to OPG the cost of either repairing or replacing the ONI Allocated Equipment or portion thereof that is subject to the loss or damage. ONI Allocated Equipment will be and remain at the risk of ONI until returned to OPG in accordance with the ONI Allocated Equipment Agreement. ONI will continue in full force and effect all insurance policies required in accordance with the ONI Allocated Equipment Agreement and give all notices and present all claims under all insurance policies in due and timely fashion.

SECTION 3 – NUCLEAR LIABILITY PROTECTION FOR ONI AND ITS SUBCONTRACTORS OR SUPPLIERS

3.1 PARTICULAR DEFINITIONS FOR NUCLEAR LIABILITY

For the purposes of this Section 3,

“**Losses**” means any and all losses of any kind or nature, including but not limited to economic loss, damage to property, personal injury, psychological damage, the cost of measures of reinstatement of impaired environment, cost of preventative measures and loss of income; provided, further, that nothing is excluded from the ambit of Losses, including heads of damage which are traditionally not recoverable at law. Losses includes but is not limited to damages, injuries, claims (including any costs incurred in respect thereof), demands, costs, adverse judgments, findings or rulings, penalties, expenses, payments, liabilities, whether personal, economic or preventative, direct or consequential, and whether incurred through settlement, in a court of law, in arbitration, in a regulatory proceeding or as a result of the directive, determination, finding, or order of a governmental authority or any obligation imposed by operation of any applicable law, or otherwise.

“**Nuclear Damage**” means any Losses, of any kind, to the extent that the Losses arise out of or result from a Nuclear Incident at an OPG facility.

“**Nuclear Incident**” means, in respect of the Nuclear Installation, any of the following, or any combination thereof:

- (a) a “nuclear incident” as defined under the *Nuclear Liability and Compensation Act* (Canada) or a nuclear liability convention; or
- (b) any emission of ionizing radiation from any source of radiation within, or released from, the Nuclear Installation; or
- (c) any occurrence involving Nuclear Material to the extent that such occurrence arises out of, or results from, or is connected with the radioactive properties, or a combination of the radioactive properties, and any toxic, explosive or other hazardous properties of, such Nuclear Material; or
- (d) any occurrence involving both non-nuclear material and, as described in (c) above, Nuclear Material, to the extent that it cannot be identified as having been caused only by the non-nuclear material; or
- (e) any occurrence elsewhere than on the site of the Nuclear Installation involving Nuclear Material which at the time of such occurrence:
 - (i) is being transported to or from such site;
 - (ii) is being transported by or on behalf of any party, whether or not to or from such site;
 - (iii) is Nuclear Material that has been on such site, or has been transported to or from such site, or has been transported by or on behalf of any party, whether or not to or from such site,

in each case to the extent that such occurrence arises out of or results from or is connected with the radioactive properties, or a combination of the radioactive properties and any toxic, explosive or other hazardous properties of, such Nuclear Material.

“**Nuclear Installation**” means any of the following:

- (a) any “nuclear reactor (as such term is defined in the *Nuclear Liability and Compensation Act* (Canada)) owned and operated by OPG;
- (b) any factory using “nuclear fuel” (as such term is defined in the *Nuclear Liability and Compensation Act* (Canada)) for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the re-processing of irradiated Nuclear Fuel owned and operated by OPG; and
- (c) any facility where Nuclear Material is stored owned and operated by OPG.

“**Nuclear Material**” means any of the following:

- (a) “nuclear material” as defined under the legislation of the “installation state” (such term itself being defined under the *Nuclear Liability and Compensation Act* (Canada));
- (b) nuclear fuel, other than natural uranium or depleted uranium, that can produce energy by a self-sustaining nuclear fission chain reaction outside a nuclear reactor either alone or in combination with another material; and
- (c) radioactive products or waste.

“**Operator**” means, in relation to the Nuclear Installation, the person designated or recognized by the Installation State as the operator of that nuclear facility or who is otherwise the de facto operator of that nuclear facility.

3.2 NUCLEAR LIABILITY TERMS

- (a) The parties expressly acknowledge and agree that in no event and under no circumstances shall ONI, irrespective of any of its activities, assume any role as Operator or be deemed to be an Operator of a Nuclear Installation.
- (b) The parties acknowledge that OPG may, from time to time, allow ONI to access its Nuclear Installations and that Nuclear Damage may arise out of or relate to ONI’s potential activities and uses permitted or contemplated under the Agreement. As between the parties, OPG shall be exclusively and absolutely liable for all Nuclear Damage, wherever suffered or incurred and however caused, and OPG waives all rights (both present and future) to make any claim against ONI in respect thereof. OPG shall indemnify, defend and hold harmless ONI from and against all Nuclear Damage wherever suffered or incurred and however caused, without limitation, as a result of, in respect of, or in any way related to, connected to, or arising out of ONI’s potential activities and uses permitted or contemplated under the Agreement.
- (c) ONI shall not have any liability for, and OPG shall waive all rights (both present and future) against ONI in respect of, loss of, or loss of use of, property at the Nuclear Installation, or to the means of transport, or to storage incidental to transport of Nuclear Material for which OPG is responsible at law.
- (d) The parties acknowledge that ONI may be asked by its contractual counterparties to obtain from OPG certain waivers or indemnities in respect of Nuclear Damage. Where it is necessary to ONI’s business and appropriate in the opinion of OPG’s Law Division, OPG authorizes ONI to flow down

nuclear liability protection to its subcontractors or suppliers up to the full measure of protection afforded to ONI under this Agreement. However, the degree of nuclear liability protection that OPG authorizes ONI to flow down to its subcontractors or suppliers in a given circumstance is in accordance with the following terms:

- (i) in respect of subcontractors or suppliers who have recently entered into a direct contract with OPG containing nuclear liability terms, such protection is consistent with the terms that OPG has agreed to in such direct contracts with these suppliers or subcontractors; or
- (ii) in respect of subcontractors or suppliers who have not recently entered into direct contracts with OPG containing nuclear liability terms, such protection is consistent with the terms that OPG recently has agreed to in a direct contract with a similarly situated subcontractor or supplier.

SECTION 4 – PROFESSIONAL AND CORPORATE SERVICES

OPG will provide or arrange for the provision of professional and corporate services required in connection with the operation of the business interests of ONI and as requested by ONI. The fees for Professional and Corporate Services will be based on the actual fully burdened OPG labour rates per hour, and will include OPG's applicable employee costs including salary, incentive compensation, standard OPG allocations for benefits and pension and any applicable overhead or administrative costs, or third party costs (including, for certainty, legal and advisory services) incurred by OPG with respect to the administration of the services and will be charged on a monthly basis.

SECTION 5 – ONI POVISION OF GOODS AND SERVICES

- (a) ONI Services shall be provided in accordance with (1) all applicable terms and conditions of this Agreement, and (2) those specific terms and conditions set out in the attached Appendix B.
- (b) The parties agree to negotiate the terms and conditions of Appendix B no later than one (1) year after the Effective Date, and, upon successful completion of such negotiations, to incorporate such negotiated terms and conditions into Appendix B by execution of an amendment in accordance with Section 14(h).
- (c) For the avoidance of doubt, no ONI Services shall be provide under this Agreement until the successful negotiation of Appendix B, in accordance with this Section 5(b), and the incorporation of Appendix B into this Agreement in accordance with Section 14(h).

SECTION 6 – INTELLECTUAL PROPRETY

- (a) For the purposes of this Section 6, “**Intellectual Property Assets**” means any and all rights that are or may be granted to, or recognized for the benefit of, any party under any legislation regarding patents, copyright and any copyrightable subject matter (including moral rights), trade-marks, trade names, service marks, confidential information or trade secrets, industrial or, as applicable, patent designs, integrated circuit topography rights and any other statutory provision or common or civil law principle regarding intellectual property, whether registered or unregistered, and including rights in any and all applications, registrations, re-issues, divisionals, continuations, continuations-in-part, renewals, re-examinations relating to the foregoing, and any and all rights in and to licenses and sub-licenses from third parties relating to the foregoing.

- (b) Each party will retain all of its Intellectual Property Assets to any information provided to the other party under this Agreement, and nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to a party or any third party any right, title or interest in or to the Intellectual Property Assets of the other party.
- (c) Notwithstanding Section 6(b), the parties acknowledge and agree that the parties may negotiate different intellectual property rights to a party's Intellectual Property Assets in a future arrangement.

SECTION 7 – TERM

This Agreement commenced on the Effective Date and shall terminate December 31, 2030, unless earlier terminated by the parties in writing, and subject to renewal with the mutual consent of the parties.

SECTION 8 – TERMINATION

Notwithstanding Section 7, this Agreement may be terminated upon 30 days prior written notice by either party to the other party or upon the occurrence of the following events:

- (a) in the event the parties fail to agree to a Work Request Form and/or a Work Estimate and Approval Form as set out in Appendix A;
- (b) in the event of a material default in the performance of the Agreement by such other party; or
- (c) by written notice effective immediately if the other party makes any extraordinary arrangement with its creditors generally, commits an act of bankruptcy, goes into liquidation or winding-up, has execution or distress levied upon any of its assets, or becomes unable to pay its debts, including its debts to the other party, as they fall due.

Upon termination of this Agreement pursuant to this Section 8,

- (d) the provisions of this Agreement which are expressed to survive this Agreement or to apply notwithstanding termination hereof shall be observed by both parties hereto; and
- (e) neither party shall be liable to the other party, either for fees, expenses, other compensation, or damages of any kind or character whatsoever, whether on account of the loss by OPG or ONI of present or prospective profits or fees on sales or anticipated sales, or expenditures, investments, or commitments made in connection therewith, or in connection with the establishment, development, or maintenance of the business of any party, or on account of any other cause or thing whatsoever, provided that such termination shall not prejudice or otherwise affect the rights or liabilities of any party with respect to any indebtedness owing by either party to the other party at the time of termination.

SECTION 9 – INVOICE AND PAYMENT

After the end of each month, OPG shall provide ONI with a notice (the “**Invoice**”) setting forth the total amount owing to OPG in respect of the ONI Support Employee services, charges for certain equipment or materials used by ONI, and the professional and corporate services provided during such month. The Invoice will be delivered within the first 15 days of the following month and ONI shall be required to review and comment on such Invoice within 15 days following receipt thereof. ONI shall pay all undisputed

amounts payable under such Invoice on the twenty fifth day of such following month (the “**Due Date**”) (and if the Due Date is not a Business Day, the immediately following Business Day), and any disputed amounts shall be resolved in accordance with Section 12. Except as otherwise expressly provided herein “**Business Day**” means any day except a Saturday, Sunday, banking holiday or a statutory holiday in Toronto, Ontario and shall open at 8:00 a.m. and close at 5:00 p.m. local time. The invoicing and procedure set out in this Section 9 is the only approved procedure by which ONI may compensate OPG under this Agreement. For clarity, OPG cannot charge costs to ONI by way of an accounting or book transfer.

SECTION 10 – CONFIDENTIALITY

- (a) In the course of this Agreement, OPG or ONI (each a “**Disclosing Party**”, as the context requires) will disclose to the other party (each a “**Receiving Party**”, as the context requires) certain information (including applications of that information) which is confidential, a trade secret or otherwise proprietary to the Disclosing Party, including this Agreement (collectively, the “**Confidential Information**”). Confidential Information does not include, however, information that the Receiving Party is able to demonstrate to the Disclosing Party’s satisfaction, acting reasonably: (i) was or becomes generally known to the public through no fault of the Receiving Party or its respective shareholders, directors, officers, partners, members, representatives, agents, advisors or any of the Receiving Party’s personnel or any other person for whom the Receiving Party is responsible at law; (ii) was specifically known by the Receiving Party before disclosure by the Disclosing Party and was not subject to any confidentiality obligation; (iii) was developed or ascertained independently without reference to the other party’s Confidential Information; or (iv) was received from a third party without such third party being under a duty of confidentiality.
- (b) All Confidential Information remains, at all times, the exclusive property of the respective Disclosing Party. Except as expressly set out in this Agreement, a respective Receiving Party has no licence or other right to use or disclose any Confidential Information for any purpose whatsoever. Such Receiving Party may use Confidential Information only in respect of the preparation or provision of the goods, services and personnel as set out in this Agreement. Such Receiving Party will ensure that none of its current or former shareholders, directors, officers, partners, members, representatives, agents and advisors or any of its personnel or any other person for whom such Receiving Party is responsible at law will use any of the Confidential Information for any purposes other than those expressly set out in this Section 10.
- (c) At the Disclosing Party’s request, the Receiving Party will promptly (and in any event, within ten business days of receipt of such request) return to the Disclosing Party or destroy, at the Disclosing Party’s election, any and all Confidential Information belonging to the Disclosing Party, including all reproductions and any documents based on any of the Confidential Information, and will not retain any copies thereof provided that the Receiving Party may retain any copies of Confidential Information (a) required to comply with the requirements of any applicable legislation, other legal requirement, internal record retention policies or procedures or good governance, and (b) automatically created on the Receiving Party’s computer systems by its normal back-up procedures for the period it normally archives backed-up computer records; however, such Confidential Information referred to in (a) and (b) remains confidential and subject to the terms of this Agreement. Promptly following delivery or destruction, as the case may be, on the request of the Disclosing Party, the Receiving Party will provide the Disclosing Party with written confirmation of completion.

SECTION 11 – NOTICES

Unless otherwise provided herein, every notice provided for in this Agreement shall be in writing directed to the party to whom given, made or delivered at such party's address, by registered mail, by electronic mail or personally as follows:

If to OPG:

Ontario Power Generation Inc.
700 University Avenue, H18
Toronto, Ontario
M5G 1X6

Attention: Kim Lauritsen, SVP Enterprise Strategy
& Growth

Email: kim.lauritsen@opg.com

If to ONI:

Origin Nuclear Inc.
700 University Avenue, H18
Toronto, Ontario
M5G 1X6

Attention: Jos Diening, President & CEO

Email: jos.diening@originnuclear.com

Either party may change its address from time to time by giving written notice of such change to the other party. If any such notice is delivered by hand to an officer of the addressee, it shall be deemed to have been received by the addressee as soon as such delivery or transmission has been made to said officer.

SECTION 12 – DISPUTE RESOLUTION PROCEDURE

In the event that a dispute arises concerning any of the matters set forth herein, OPG and ONI shall cause the representatives designated by it to prepare and circulate promptly to the President of OPG and the President of ONI a written statement setting forth its position on the matter in dispute and its reasons for adopting such position. Each such office shall use their best efforts to resolve the matter in dispute within ten (10) Business Days (as such term is defined in Section 9 of this Agreement) following their receipt of such statement. If such officers agree upon a resolution of the matter, each of OPG and ONI shall take such action and necessary steps to ensure that such resolution is fully and promptly carried into effect.

SECTION 13 – COMPLIANCE WITH ANTI-CORRUPTION LAWS

- (a) Each party will comply with, and will take all reasonable measures to ensure that its employees; subcontractors, agents or other third parties subject to its control or determining influence will comply with, all applicable anti-corruption laws and policies, including the *Foreign Corrupt Practices Act* (U.S.), the *Corruption of Foreign Public Officials Act* (Canada), the *Bribery Act* (U.K.) and any applicable laws of similar effect of any other jurisdiction (collectively “Anti-Corruption Laws”), in connection with the services supplied hereunder.
- (b) Each party represents, warrants and undertakes that it has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance with Anti-Corruption Laws, including policies and procedures designed to ensure that all agents, consultants or other persons employed or acting on its behalf or facilitating the conduct of its business comply with Anti-Corruption Laws.

SECTION 14 – GENERAL

- (a) Entirety. This Agreement is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement with respect to the matters herein. All prior written or oral understandings, offers or other communications of every kind pertaining to the matters herein are abrogated and withdrawn.
- (b) Relationship. This Agreement shall not be construed to constitute a joint venture, partnership or agency between OPG and ONI. ONI acknowledges that it does not have, nor hold itself out to others as having, authority to bind OPG to contracts, agreements or other obligations.
- (c) Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of OPG, ONI and their respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party.
- (d) Headings. Headings provided in this Agreement shall have no meaning and are included only to facilitate reading of the Agreement.
- (e) Controlling Law. This Agreement is and shall be deemed to be a contract entered into pursuant to the laws of Ontario and shall in all respects be governed and enforced in accordance with the laws of Ontario.
- (f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature transmitted by sending a scanned copy by electronic mail or similar electronic transmission will be deemed an original signature.
- (g) Separability of Clauses. Any provision or provisions of this Agreement which in any way contravene the law of any province, state or country in which this Agreement is effective shall, in such province, state or country, to the extent of such contravention of law be deemed separable and shall not affect any other provision hereof or the validity hereof.
- (h) Amendment. Except as expressly provided in this Agreement, no amendment of this Agreement in whole or in part is binding unless it is in writing and signed by each party.
- (i) Waiver. Either party may waive any right, interest, or condition of this Agreement which is for its benefit without implying the waiver of any other right or interest, or subsequent waiver.

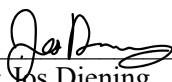
[Remainder of this page intentionally left blank; signature page and appendices to follow.]


IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

ONTARIO POWER GENERATION INC.

By: 
Name: Kim Lauritsen
Title: SVP Enterprise Strategy & Growth
Date: 29 August 2025

ORIGIN NUCLEAR INC.

By: 
Name: Jos Dening
Title: President & CEO
Date: 29 August 2025

By: 
Name: Carlton Mathias
Title: Secretary
Date: 2 September 2025

[Signature Page – Business and Services Agreement]

APPENDIX A

PROCESS FOR REQUESTION, RELEASING, AND RECORDING AGREED UPON SERVICES

As referenced in Section 1 of the Agreement, services can be requested by either party from time to time. Sections 1-5 of this Appendix A describe how to request services, obtain approval and appropriately file the release. This process is necessary to ensure that both OPG and ONI understand what has been agreed to, the duration of each release and to allow the businesses to maintain a controlled listing of work currently being executed and work that needs to be planned. Some services may require that the parties develop additional forms of documentation to appropriately describe those services and agree upon the terms and conditions that apply to those services. In such cases a Work Request Form need not be completed.

1. Request for Services

Services which are required and can be provided, shall be initially identified through verbal discussions during the business planning process or during the normal course of business. To finalize a services request, a Work Request Form (see sample below) will be completed and will indicate the project name or defined work package, a brief description of the services required, and any timeline, other limitation, or applicable conditions, including special terms and conditions.

Sample

Work Request Form	
Requesting Department and Organization	example - Enterprise Projects, OPG
Contact email	john.smith@opg.com
Start Date	January 1, 2021
End Date	December 31, 2021
Summary of Work	Summary of estimation requirements
Special Considerations - specialized requirements	Special qualifications, performance expectations, milestones, any other relevant information associated with the work
Submission Date	January 1, 2021
Required Response Required by	January 2, 2021

2. Definition and Estimation

Upon receipt of a Work Request Form, the responding organization will determine if it can provide an estimate in response. If the responding organization can, it shall complete a Work Estimate and Approval Form (see sample below), confirming the work to be carried out, the schedule, resources and total estimated cost. Before returning this estimation to the requesting party, the details will be approved by the appropriate

OAR authority allowed to authorize contractual commitments for the organization. The form will then be routed to the requesting organization.

Work Estimate and Approval to Proceed Form <i>Release under the General Services Agreement between Laurentis Energy Partners and OPG</i>																
Revision #	Rev 0															
Date																
The agreed upon, identified support is intended to capture total support requirements provided through SLA agreements are aligned with OPG's and ONI's approved Accounting Treatments. For SLA purposes and BPC rollup, project #s have been simplified for SLA approvals/Bping.																
<i>Note: Please see attached SoW document for the services to be provided.</i>																
Bundle/ Function	Bundle/ Function	Service Provider														
		OPG or ONI														
Annual Requirement										Total						
Project #	Description	Unit	Additional Information (JF2, etc)	2021	2022	2023	2024	2025	2026	2021-2026						
		\$k								0						
		\$k								0.0						
		\$k								0.0						
		\$k								0.0						
		\$k								0.0						
		FTE								0.0						
		FTE								0.0						
	Total Labour \$	\$k	Total Labour \$	0	0	0.0	0.0	0.0	0.0	0						
		\$k								0.0						
		FTE								0.0						
		\$k								0.0						
Subtotal, FTE		FTE		0.0	0.0	0.0	0.0	0.0	0.0	0.0						
Subtotal Non-Labour, \$		\$		0	0	0	0	0	0	0						
<table style="width: 100%; border: none;"> <tr> <td style="width: 40%; vertical-align: top;"> SLA Approvals: Service Provider (OAR) <i>I have reviewed this estimation and agree that this service proposal can be delivered as submitted.</i> </td> <td style="width: 60%; vertical-align: top;"> Acceptance Approval (OAR) <i>I accept this proposal and request that this service be executed.</i> </td> </tr> <tr> <td style="vertical-align: top;"> Name Title Organization </td> <td style="vertical-align: top;"> Name Title Organization </td> </tr> <tr> <td style="vertical-align: top;"> Signature Date: _____ </td> <td style="vertical-align: top;"> Signature Date: _____ </td> </tr> </table>											SLA Approvals: Service Provider (OAR) <i>I have reviewed this estimation and agree that this service proposal can be delivered as submitted.</i>	Acceptance Approval (OAR) <i>I accept this proposal and request that this service be executed.</i>	Name Title Organization	Name Title Organization	Signature Date: _____	Signature Date: _____
SLA Approvals: Service Provider (OAR) <i>I have reviewed this estimation and agree that this service proposal can be delivered as submitted.</i>	Acceptance Approval (OAR) <i>I accept this proposal and request that this service be executed.</i>															
Name Title Organization	Name Title Organization															
Signature Date: _____	Signature Date: _____															
Routing of completed SLA Releases: cc: finance@laurentisenergy.com				ONI - Finance Use only Sales order or Purchase order completed <input type="checkbox"/> Alignment with Project completed <input type="checkbox"/> Contractor Utilization updates completed <input type="checkbox"/> Business Planning Schedule completed <input type="checkbox"/>												

3. Review and Authorization

If the proposal is acceptable, the requesting party will approve the work to proceed through their respective OAR position holder(s). A copy will be routed back to the responding organization for confirmation to proceed and the services will be filed, transactional systems updated, and reports generated based on these

commitments within both organizations. If OPG is the requesting party, OPG and ONI will also execute a Services Appendix to document the ONI Services.

4. Change Management – on released work

If aspects such as cost estimations, cancellations, terms or special conditions change, a change request be circulated following a similar process as identified in step 2-3 to ensure all stakeholders are duly notified and are agreeable to such changes. The same form can be used and should be marked clearly as a CHANGE to any existing services.

5. Facility Policies and Procedures

If ONI Support Employees provide services at a ONI site, such employees shall do so in accordance with ONI policies and procedures, including security checks, that have been identified to OPG. ONI will provide

APPENDIX B

TERMS FOR THE PROVISION OF GOODS AND SERVICES BY ONI TO OPG