



Contract Support and Compliance
Large Volume Customer Strategy
Tel: 416-495-7051
contractsupportandcompliance@enbridge.com

Enbridge Gas Inc.
500 Consumers Road
North York, Ontario M2J 1P8
Canada

[[PrintDate]]

[[CounterParty.LegalName]]
[[Legal Contact MailingAddress.AddressLine1]]
[[Legal Contact MailingAddressLine2.City/Province/State]]
[[Legal Contact MailingAddressLine3.Postal/ZipCode]]

Attn: [[LegalContactName]]
[[Legal Contact Title]]

Dear Sir / Madam:

Re: Master Services Agreement – Agent Form

Please find attached for signature the Master Services Agreement (the “**Agreement**”). The Agent MSA Schedules identified and defined in the Agreement and incorporated by reference can be found at: www.enbridgegas.com/kccm. Hard copies of the Agent MSA Schedules are available and will be mailed to you upon request. Please ensure you read and understand all of the terms and conditions of the Agreement, including the Agent MSA Schedules.

Please complete the following information identified as being completed by the “Gas Vendor” in Section 4 to Exhibit 1 of the Agreement prior to signing the Agreement:

- A.1 General Contact Information
- A.2 Contact Information for Customer Billing Services
- A.3 Contact Information for Security Arrangements
- A.4 Contact Information for Remittances
- B.1 Form of Billing, subsection (b) (language selection for line item description)
- C.1 Payment to the Gas Distributor
- C.2 Payment to the Gas Vendor

For reference, the sections requiring completion by you commence on page 3 of Exhibit 1.

Prior to providing you with access to EnTRAC, the Agreement must be fully executed by you and by Enbridge.

If you have any questions, please contact us at the above-noted telephone number.

Yours truly,

Contract Support and Compliance
Large Volume Customer Strategy

Attach.

MASTER SERVICES AGREEMENT
(Agent)

THIS AGREEMENT made effective [[StartDateEGD]] (the “**Effective Date**”)

B E T W E E N :

ENBRIDGE GAS INC.
(the “**Company**”)

- and -

[[CounterParty.LEGALNAME]]
(the “**Agent**”)

From time to time, the Company and the Agent shall be individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The Company offers a service to its customers providing for the delivery of natural gas by its customers (either directly or through the use of agents) to the Company and the redelivery of that gas by the Company to such customers.
- B. The Agent has been duly appointed by each customer who, from time to time, receives delivery services pursuant to this Agreement and the Agent MSA Schedules as identified herein (the “**Customers**”).
- C. The Company and the Agent wish to enter into various of the Enbridge Agreements, as identified herein, and wish to facilitate the entering into of such Enbridge Agreements by entering into this Master Services Agreement identifying which of the Enbridge Agreements are being entered into, and incorporating therein by reference the particulars and details required to complete such Enbridge Agreements.

NOW T HEREFOR E I N C ONSIDERATION of the foregoing premises and the mutual covenants and agreements contained in this Agreement and in each of the Agent MSA Schedules set out below, and subject to the terms and conditions hereinafter and therein set forth, the Company and the Agent agree as follows:

1. For the purposes of this Agreement, “**Enbridge Agreements**” means the Company’s EnTRAC User Agreement, gas delivery agreement (both customer and agent form), collection service agreement, GDAR service agreement and large volume distribution contract, in each case as are entered into between the Company and the Agent as set out in this Agreement, in each case, as amended, restated, supplemented, revised or otherwise modified from time to time; and for certainty, shall not include any agreement entered into between the Company and the Agent with respect to the Company’s open bill program, and “**Enbridge Agreement**” means any one of them.
2. Each of the Company and the Agent agree that this Agreement is a binding agreement for the services and other rights set out in the following Enbridge Agreements, and that by entering into this Agreement they each intend to be, and are, bound by all of the terms and conditions of, and to all of their respective rights and obligations set out in, the following Enbridge Agreements (each of which may be found on the Company’s web-site at: www.enbridgegas.com/kccm):
 - (a) EnTRAC User Agreement Schedule;
 - (b) Gas Delivery Agreement (Agent) Schedule; and

- (c) GDAR Service Agreement Schedule,
(collectively, the “**Agent MSA Schedules**”).

For the purposes of:

- the EnTRAC User Agreement Schedule, references to the “EnTRAC User” are references to the Agent;
- the Gas Delivery Agreement (Agent) Schedule, references to the Parties include the Customers; and
- the GDAR Service Agreement Schedule, references to the “Gas Vendor” are references to the Agent and references to the “Gas Distributor” are references to the Company.

A hard copy of each of the Agent MSA Schedules will be provided to the Agent upon request. The Agent MSA Schedules are made a part hereof and incorporated by reference into this Agreement. The Agent acknowledges, represents and warrants that: (a) it has access to, and has had an adequate opportunity to review and consider, each of the Agent MSA Schedules, and the terms and conditions set out thereon; (b) it has read and agrees to and intends to be bound by each of the Agent MSA Schedules, and all of the terms and conditions set out thereon; and (c) by entering into this Agreement, it will become bound by each of the Agent MSA Schedules, and all of the terms and conditions set out thereon. This Agreement will expire or terminate upon the termination or expiration of any one or more of the Agent MSA Schedules.

3. Attached to this Agreement as Exhibit 1 is information which is, by its reference herein, incorporated into the relevant Agent MSA Schedules as noted in Exhibit 1. The Agent has provided this information to the Company, and represents and warrants that this information is accurate, correct and applicable to the relevant Agent MSA Schedules as noted in Exhibit 1.
4. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Each Party hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario. This Agreement shall enure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns and be binding upon the Parties hereto and their respective successors and permitted assigns.
5. Each of the Parties shall, from the time of the written request of the other Party, do all such further acts and execute and deliver or cause to be done, executed or delivered all such further acts, deeds, documents, assurances and things as may be required, acting reasonably, in order to fully perform and to more effectively implement and carry out the terms of this Agreement.
6. This Agreement, including the Agent MSA Schedules referenced above, Exhibit 1 attached hereto and all agreements contemplated herein or therein, constitutes the entire agreement between the Parties with respect to the subject matter set out herein and replaces any prior understandings or agreements, whether written or oral, regarding such subject matter. No change or modification of this Agreement is valid unless it is in writing and signed by both Parties. No disclaimers, purchase order documents, invoices or other documents of the Agent shall be binding upon the Company.
7. This Agreement may be executed in several counterparts and all such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to be made and dated as of the date hereof. Delivery of a signature by electronic transmission or by facsimile transmission, including by email delivery of a “portable document format” (“pdf”) document, shall create a valid and binding obligation. This Agreement may be executed using electronic signatures. In the event electronic signatures are employed by the Company following receipt of an emailed pdf or facsimiled signature by Agent, Company signatures may appear on an additional page

to this Agreement and not on the main signature page of this Agreement, and such signatures on an additional page shall create a valid and binding obligation.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the year and date first above written.

ENBRIDGE GAS INC.

[[CounterParty.LEGALNAME]]

By: _____
Name:
Title:

By: _____
Name:
Title:
I have authority to bind the Agent.

By: _____
Name:
Title:
We have authority to bind the Company.

EXHIBIT 1
to the Master Services Agreement

1. The “**Effective Date**” for each of the Agent MSA Schedules, or the date on which the relevant Agent MSA Schedules are entered into as of, shall be:

[[StartDateEGD]]

For purposes of determining the Effective Date of the GDAR Service Agreement Schedule, the “date of execution of [the] Agreement by the last Party to execute” shall be the date set out in this Section 1.

2. For the purposes of the relevant “**Notice**” section of each of the EnTRAC User Agreement Schedule and the Gas Delivery Agreement (Agent) Schedule of the Agent MSA Schedules, except as provided in item 3 of this Exhibit 1, the information set out below shall be the legal contact information and address for service for the Agent:

<u>Legal Contact:</u> Name: [[LegalContactName]] Position/Title: [[LegalContactPosition/Title]] Department: [[LegalContactDepartment]] Business Phone No.: [[LegalContactBusinessPhoneNo.]] E-Mail Address: [[LegalContactE-mailAddress]]	<u>Mailing Address:</u> [[LegalContactMailingAddressLine1]] [[LegalContactMailingAddressLine 2]] [[LegalContactMailingAddressLine 3]] <u>Courier Address:</u> [[LegalContactCourierAddressLine 1]] [[LegalContactCourierAddressLine 2]] [[LegalContactCourierAddressLine3]]
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3. The information set out below shall be the address for service for the Agent, solely for the purposes of a Notice provided pursuant to Section 9.4.1(b) of the **Gas Delivery Agreement (Agent) Schedule**:

Legal Contact:

Name: [[LegalContactName]]

Position/Title: [[LegalContactTitle]]

Department: [[LegalContactDepartment]]

Business Phone No.:
[[LegalContactBusinessPhoneNumber]]

E-Mail Address: [[LegalContactEmailAddress]]

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4. For the purposes of the following Sections of *Appendix A* (Contact Information), *Appendix B* (Billing, Collection and Payment) and *Appendix C* (Details of Payment) to the **GDAR Service Agreement Schedule**:

A.1 General Contact Information

(The Gas Distributor shall fill in the blanks)

Bilcox	Leslie	
Last Name:	Full First Name:	Initial:
Manager, Business Support & Contracts	Amir Hasan	
Position Held:	Alternate Contact:	
500 Consumers Rd North York	ON	M2J 1P8
Address and City	Province	Postal Code
leslie.bilcox@enbridge.com	416-758-7917	
E-mail Address	Phone Number	Fax Number

(The Gas Vendor shall fill in the blanks)

Last Name:	Full First Name:	Initial:
Position Held:	Alternate Contact:	
Contact Address (if R.R., give Lot, Concession No. and Township):		
City	Province	Postal Code
E-mail Address	Phone Number	Fax Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

A.2 Contact Information for Customer Billing Services

(The Gas Distributor shall fill in the blanks)

Bilcox	Leslie	
Last Name:	Full First Name:	Initial:
Manager, Business Support & Contracts	Amir Hasan	
Position Held:	Alternate Contact:	
500 Consumers Rd North York	ON	M2J 1P8
Address and City	Province	Postal Code
leslie.bilcox@enbridge.com	416-758-7917	
E-mail Address	Phone Number	Fax Number

(The Gas Vendor shall fill in the blanks)

Last Name:	Full First Name:	Initial:
Position Held:	Alternate Contact:	
Contact Address (if R.R., give Lot, Concession No. and Township):		
City	Province	Postal Code
E-mail Address	Phone Number	Fax Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

[Remainder of page intentionally left blank.]

A.3 Contact Information for Security Arrangements

(The Gas Distributor shall fill in the blanks)

Hasan	Amir	
Last Name:	Full First Name:	Initial:
Team Lead, Third Party Financials	Rob DiMaria	
Position Held:	Alternate Contact:	
500 Consumers Rd North York	ON	M2J 1P8
Address and City	Province	Postal Code
amir.hasan@enbridge.com	+1 (416) 495-5040	
E-mail Address	Phone Number	Fax Number

(The Gas Vendor shall fill in the blanks)

Last Name:	Full First Name:	Initial:
Position Held:	Alternate Contact:	
Contact Address (if R.R., give Lot, Concession No. and Township):		
City	Province	Postal Code
E-mail Address	Phone Number	Fax Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

[Remainder of page intentionally left blank.]

A.4 Contact Information for Remittances

(The Gas Distributor shall fill in the blanks)

Simmons	Diane	
Last Name:	Full First Name:	Initial:
Senior ABC Analyst	Amir Hassan	
Position Held:	Alternate Contact:	
500 Consumers Rd	ON	M2J 1P8
North York		
Address and City	Province	Postal Code
Diane.simmons@enbridge.com	416-753-6989	
E-mail Address	Phone Number	Fax Number

(The Gas Vendor shall fill in the blanks)

Last Name:	Full First Name:	Initial:
Position Held:	Alternate Contact:	
Contact Address (if R.R., give Lot, Concession No. and Township):		
City	Province	Postal Code
E-mail Address	Phone Number	Fax Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

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B.1 Form of Billing

(a) The Gas Distributor shall provide gas distributor-consolidated billing in a:

- rate-ready form
- bill-ready form
- rate-ready form and bill-ready form on an individual customer account basis

(The Gas Vendor shall tick one or more of the boxes set out above.)

(b) The Gas Distributor will accept the following languages from the Gas Vendor for the line item description (bill-ready only):

- English
- English and French
- English and the following other language: _____

(The Gas Vendor shall tick one of the boxes set out above.)

B.2 Data Exchange

(d) Until the date on which the Gas Distributor implements the change in billing option referred to in section 4.1.4, where billing is in a rate-ready form the Gas Distributor shall provide at least one additional bill line item to the Gas Vendor using a rate approved by the Board, if applicable:

The Gas Distributor is able to provide 0 additional bill line items.

(The Gas Distributor shall indicate the number of additional bill line items)

(e) On and after the date on which the Gas Distributor implements the change in billing option referred to in section 4.1.4, the Gas Distributor may provide additional bill line items to the Gas Vendor using a rate approved by the Board, if applicable:

- Yes. The Gas Distributor is able to provide _____ additional bill line items.
- No

(The Gas Distributor shall tick one of the boxes set out above, and indicate the number of additional bill line items, where applicable)

B.6 Remittance to Gas Vendor

The Gas Distributor shall remit to the Gas Vendor an amount calculated on the basis of:

- consumption of gas by the Gas Vendor's customers.
- delivery of gas to the Gas Distributor on behalf of the Gas Vendor's customers.

(The Gas Distributor shall tick one of the boxes set out above)

B.8 Fees

- (b) All STR fees will be calculated on a:
- Daily basis
 - Billing Period basis
- (c) All fixed customer charges/credits will be calculated on a:
- Daily basis
 - Billing Period basis
- (d) All other service charges will be calculated on a:
- Daily basis
 - Billing Period basis

(The Gas Distributor shall tick one of the boxes for each of the three statements set out above in (b) – (d))

C.1 PAYMENT TO THE GAS DISTRIBUTOR

The Gas Vendor shall make payments to the Gas Distributor by:

- Pre-authorized payment, or,
- Electronic Funds Transfer, or,
- Cheque

(The Gas Vendor shall tick one of the above boxes)

C.2 PAYMENT TO THE GAS VENDOR

The Gas Distributor shall make payments to the Gas Vendor by:

- Pre-authorized payment, or,
- Electronic Funds Transfer, or,
- Cheque

(The Gas Distributor shall tick one of the above boxes)

(The Gas Distributor shall fill in the blanks below)

Contact Information (if different than Appendix A):

Banking Institution: _____

Account Number: _____

Address: _____

City	Province	Postal Code
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E-mail Address	Phone Number	FAX Number
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