



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]]
[[LegalContactMailingAddressLine1]]
[[LegalContactMailing AddressLine 2]]
[[LegalContactMailing AddressLine 3]]

Attn: [[LegalContactName]]
[[LegalContactTitle]]

Dear Sir / Madam:

Re: Master Services Agreement – Customer Form

Please find attached for signature the Master Services Agreement (the “**Agreement**”). The Customer MSA Schedules identified and defined in the Agreement and incorporated by reference can be found at: www.enbridgegas.com/kccm. Hard copies of the Customer 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 Customer MSA Schedules.

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
(Customer)

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

B E T W E E N :

ENBRIDGE GAS INC.
(the “Company”)

- and -

[[COUNTERPARTYLEGALNAME]]
(the “Customer”)

From time to time, the Company and the Customer 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 to the Company and the redelivery of that gas by the Company to such customers, and the Customer wishes to avail itself of this service.
- B. The Company and the Customer 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 Customer MSA Schedules set out below, and subject to the terms and conditions hereinafter and therein set forth, the Company and the Customer 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 Customer 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 Customer with respect to the Company’s open bill program, and “**Enbridge Agreement**” means any one of them.
2. Each of the Company and the Customer 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 (Customer) Schedule; and
 - (c) Collection Service Agreement Schedule,(collectively, the “**Customer MSA Schedules**”).

For the purposes of the EnTRAC User Agreement Schedule, references to the “EnTRAC User” are references to the Customer.

A hard copy of each of the Customer MSA Schedules will be provided to the Customer upon request. The Customer MSA Schedules are made a part hereof and incorporated by reference into this Agreement. The Customer acknowledges, represents and warrants that: (a) it has access to, and has had an adequate opportunity to review and consider, each of the Customer 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 Customer 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 Customer 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 Customer MSA Schedules.

3. Attached to this Agreement as Exhibit 1 is information which is, by its reference herein, incorporated into the relevant Customer MSA Schedules as noted in Exhibit 1. The Customer has provided this information to the Company, and represents and warrants that this information is accurate, correct and applicable to the relevant Customer 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 Customer 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 Customer 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 the Customer, 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.

[Remainder of page intentionally left blank.]

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: [[ContSig1]]
Title: [[ContSig1Title]]

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

By: _____
Name: [[ContSig2]]
Title: [[ContSig2Title]]
We have authority to bind the Company.

EXHIBIT 1
to the Master Services Agreement

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

[[StartDateEGD]]

2. For the purposes of the relevant “**Notice**” section of each of the Customer 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 Customer:

<p><u>Legal Contact:</u></p> <p>Name: [[LegalContactName]]</p> <p>Position/Title: [[LegalContactPosition/Title]]</p> <p>Department: [[LegalContactDepartment]]</p> <p>Business Phone No.: [[LegalContactBusinessPhoneNo.]]</p> <p>E-Mail Address: [[LegalContactE-MailAddress]]</p>	<p><u>Mailing Address:</u></p> <p>[[LegalContactMailingAddressLine1]]</p> <p>[[LegalContactMailing AddressLine 2]]</p> <p>[[LegalContactMailing AddressLine 3]]</p> <p><u>Courier Address:</u></p> <p>[[LegalContactCourierAddressLine1]]</p> <p>[[LegalContactCourier AddressLine 2]]</p> <p>[[LegalContactCourier AddressLine 3]]</p>
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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

3. The information set out below shall be the address for service for the Customer, solely for the purposes of a Notice provided pursuant to Section 9.4(b) of the **Gas Delivery Agreement (Customer) Schedule**:

Legal Contact:

Name: [[LegalContactName]]

Position/Title:[[LegalContactTitle]]

Department:[[LegalContactDepartment]]

Business Phone No.: [[LegalContactBusinessPhoneNumber]]

E-Mail Address:[[LegalContactE-mailAddress]]
