**SUBMIT BY EMAIL (PDF WITH SIGNATURE) TO CONTRACT MANAGEMENT**

contract.management@ieso.ca

Capitalized terms not defined herein have the meanings ascribed thereto in the IRP Contract.

Pursuant to Section 8.1(d) of the IRP Contract, the Participant is hereby submitting this completed Prescribed Form – Confidentiality Undertaking.

| Date | insert date |
| --- | --- |
| Legal Name of Participant | insert legal name of Participant (the “Participant”) |
| Name of Facility | insert name of Facility |
| Contract Reference Number | insert Contract Reference Number (as specified on the IRP Contract Cover Page)  |
| Contract Date | insert Contract Date |

**WHEREAS** the Participant is a party to the IRP Contract;

**WHEREAS** the undersigned is a prospective lender or investor in the Participant (the “**Purchaser**”);

**AND WHEREAS** the Purchaser is a prospective transaction party for the purposes of prospective direct or indirect investment in the Participant (including through a direct or indirect acquisition of an interest in Participant) or purchasing the Facility (the “**Purpose**”);

**AND WHEREAS** the Participant wishes to disclose Confidential Information to the Purchaser for the Purpose, and such disclosure is prohibited without the provision to the IESO of this Confidentiality Undertaking;

**AND WHEREAS** the Sponsor is prepared to provide written consent to the Participant in respect of the disclosure of Confidential Information to the Purchaser for the Purpose;

**NOW THEREFORE:**

1. The Participant acknowledges and agrees that:

a. the Purchaser has been informed of the Participant’s confidentiality obligations under the IRP Contract;

b. prior to disclosing Confidential Information to the Purchaser, it will provide a copy of this executed Confidentiality Undertaking to the Sponsor;

c. if applicable, any amendment to the IRP Contract is Confidential Information which may not in any circumstance be disclosed by the Participant to the Purchaser, except in a redacted format, which redacted format requires the prior written consent of the Sponsor;

2. The Purchaser acknowledges and agrees that:

a. it is a prospective transaction party for the purposes of prospective lender or investor in the Participant (including through a direct or indirect acquisition of an interest in the Participant) or purchasing the Facility;

b. it has been informed of the Participant’s confidentiality obligations under the IRP Contract;

c. it will hold any and all Confidential Information confidential on the terms set out herein and in accordance with Article 8 of the IRP Contract as applicable to the Participant, *mutatis mutandis*; and

d. it will use the Confidential Information only for the Purpose.

| **Participant:** insert legal name of Participant |  | **Purchaser:** insert legal name of Purchaser |
| --- | --- | --- |
| Signature: |  | Signature: |
| Name:       |  | Name:       |
| Title:       |  | Title:       |
| I have the authority to bind the Participant. |  | I have the authority to bind the Purchaser. |
| Dated this       day of       , 20   |  | Dated this       day of       , 20   |