Order No. 75/26

MANITOBA PUBLIC INSURANCE CORPORATION (MPI OR THE CORPORATION):

INTERIM PROCEDURAL ORDER RESPECTING PRELIMINARY ISSUES LIST AND COMMERCIALLY SENSITIVE INFORMATION (CSI) PROCESS FOR 2027 GENERAL RATE APPLICATION FOR COMPULSORY 2027/2028 DRIVER AND VEHICLE INSURANCE PREMIUMS AND OTHER MATTERS

June 2, 2026

BEFORE: Irene A. Hamilton, K.C., Panel Chair
Patrick Ireland, MBA, Member
Tannis Mindell, Member
Serge Scrafield, Member

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1.0 SUMMARY

By this Order, the Public Utilities Board of Manitoba (Board) establishes, on an interim basis, the Preliminary Issues List for the anticipated General Rate Application (GRA) of Manitoba Public Insurance Corporation (MPI or Corporation) for base rates and premiums for compulsory driver and vehicle insurance to take effect April 1, 2027 (2027 GRA or Application).

2.0 BACKGROUND

By correspondence from Board counsel to MPI and prospective interveners dated May 18, 2026, the Board advised that it would be advancing the determination of the scope of issues to be considered at the 2027 GRA hearing on a preliminary basis. Included with the correspondence of May 18, 2026 was a Preliminary Issues List for the 2027 GRA. The Board invited MPI and the prospective interveners to provide their comments on the scope of the issues by May 25, 2026, following which this Interim Order would issue, and the Minimum Filing Requirements (MFRs) for the 2027 GRA would be provided to MPI following the issuance of this Order

Following this Interim Order, a final Issues List will be approved by the Board in its Procedural Order, which will follow the Pre-Hearing Conference.

The Board received responses to the Preliminary Issues List from MPI and two prospective interveners, Consumers' Coalition (CC) and Coalition of Manitoba Motorcycle Groups (CMMG). Neither intervener proposed changes.

3.0 PRELIMINARY ISSUES LIST

The Preliminary Issues List, as determined by the Board and circulated to MPI and the interveners of record on May 18, 2026, set out the following issues as those to be considered in the 2027 GRA.

First, the following issues would be considered within the scope of the 2027 GRA in the normal course:

1. Requested vehicle rate and any changes to other fees and discounts;

2. Ratemaking:
   a. Rate indication based on accepted actuarial practice in Canada;
   b. Ratemaking methodology;
   c. Large loss loading based on Order 4/23, Directive 2; and
   d. Deferral of development costs;

3. Compliance with Orders 156/25 and 30/26 and any outstanding directives from past orders;

4. Financial forecast:
   a. Financial forecast accuracy (2025/26 forecast versus actual results);
   b. Changes in projected financial results;
   c. Impact of IFRS Accounting Changes, including IFRS 20;
   d. Investment income forecast;
   e. Interest rate forecast;

5. Updates to the Corporate Strategic Plan and the development/implementation and alignment of KPIs;

6. Annual Business Plan;

7. Capital Management Plan;
   a. Transfers of Extension excess capital;
      i. Status of negotiations with Government regarding Driver and Vehicle Administration funding;

8. Performance of the investment portfolio and the composition of i) the portfolio, ii) benchmark portfolio(s) on a market value and peer universe basis (e.g. asset mix);

9. Cost of operations and cost containment measures;

10. Claims forecasting, including but not limited to PIPP and changes or enhancements to claims forecasting design;

11. Driver Safety Rating (DSR), including but not limited to MPI's progress towards a plan for changes to the DSR model, and moving vehicle discounts by one half of the way to the actuarially indicated percentage, and implementation of Order 4/23, Directive 16;

12. Operational benchmarking;

13. Run-off of prior year claims during 2025/26;

14. Update on Asset Liability Management Study including any information currently available regarding;
    a. Risk Appetite & Portfolio Changes;
    b. ALM Project Progress;
    c. Improving the matching of the impact of changes in interest rates on claims liabilities and on invested assets;

15. Risk Assessment and Risk Management;

16. Changes, if any, to integrated cost allocation methodology since the 2026 GRA;

17. Status update on report to be prepared by the experts on Traumatic Brain Injuries (TBI) setting out: current scientific knowledge and proven medical best practices and best practicable technology to diagnose, assess and manage brain injuries; appropriate insurance for victims of TBIs; and a comparison of leading medical and insurance practices to the current practices and procedures of MPI;

18. Update on the revised 5-year IT Strategic Plan and rolling IT roadmap reflecting planning outcomes from post-closure of Project NOVA including IT staffing, vendor engagements, IT expenses, modernization initiatives, Major Programs and IT Projects and Epics planned, initiated, ongoing or completed in the rating years;

19. Information Technology (IT) benchmarking, Value Assurance and Benefits Realization Management (BRM);

20. Road Safety;

21. Other issues that may arise (depending upon the nature and scope of the issue) based on a review of the application.

The following issues are deferred from the 2027 GRA to future applications, or will be the subject of a technical conference or another process:

22. None.

4.0 MPI COMMENTS

MPI proposed a single change to the Preliminary Issues List and also made suggestions regarding the Minimum Filing Requirements (MFRs).

With respect to the Preliminary Issues List, MPI proposed that Vehicles For Hire (VFH) be removed from the list given the Board's finding in Order 156/25 that no directives were required regarding VFH.

MPI noted that there are no changes to report with respect to the existing VFH framework, and there are currently no VFH model or product changes under development.

MPI indicated that it continues to meet with the Taxi Coalition on a quarterly basis to discuss potential future VFH model changes, concerns, and feedback.

As it relates to MFRs, MPI made the following recommendations:

1. With Project Nova having closed last year, MPI submits that two MFRs related thereto are no longer relevant; namely, F.20 and F.22.

   MFR F.20 (IT Expenses) required that MPI identify IT projects and expenses not related to Project Nova from those related to Project Nova (which allowed the PUB to assess whether NOVA-related work was embedded within other IT projects). MPI submits that all ongoing IT projects are now fully reported and described elsewhere in the application, providing the Board with complete visibility into current IT spending.

   With respect to MFR F.22 (Project Nova) MPI noted that this related to the cancellation of Project Nova and was in place to help the PUB understand the scope of spending. MPI argues that the Project Nova Closeout Report (2026 GRA) addressed all aspects of this MFR.

2. MFR G.4 (Hot Maps) are updated Accident Maps which show collision frequency at specific locations. This data is now publicly available via an online database. During the course of the 2026 GRA, MPI indicated that it had anticipated the discontinuation of this Road Safety appendix.

3. MFRs D.1 and D.2 and D.3 (Benchmarking) make use of Appendix 1 to the Expenses Chapter. MPI noted that it indicated in the 2026 GRA (see PUB 1-44), the Internal Operations measures for Basic are no longer used within MPI because the ratios are associated with an outdated process (outdated benchmarking with SGI and ICBC). Going forward, MPI will provide Appendix 28 to the Expenses Chapter, which incorporates MSA Research metrics and key performance indicators (KPIs).

New MFRs

Last year two of the directives under Order No. 156/25 were reviewed and varied to include them as new MFRs:

1. Directive 14.20 (IT Modernization) – In its application to review and vary Order No. 156/25, MPI proposed including this as an MFR and would incorporate a consolidated modernization report in the 2027 GRA.
2. Directive 14.23 (IT Strategy) - In its application to review and vary Order No. 156/25, MPI proposed including the most recent iteration of its Five-Year IT Strategy along with its Rolling IT Roadmap as an MFR and would incorporate these materials in the 2027 GRA.

5.0 BOARD FINDINGS

The Board has taken into consideration MPI's comments and notes that no additional input was provided by the prospective interveners and finds that it is appropriate to incorporate the following revision to the Preliminary Issues List as proposed by MPI:

- To remove "Vehicles for Hire (VFH)" from the list.

The Board, of its own initiative, notes that issue number 21 on the Preliminary Issues List circulated to the parties, namely "Interest Rate Forecast" was duplicative of issue number

4(e) which was also entitled “Interest Rate Forecast”. As a result, the Board has removed issue number 21 from the Preliminary Issues List.

With respect to the MFRs, the PUB largely accepts the proposals made by MPI noting, in particular, that former MFRs, F.20 and F.22 have been modified to reflect the move away from Project Nova. The Board did not modify MFR G.4 as this remains a useful and desirable part of the General Rate Application.

In light of the discontinuation of Crown Benchmarking, the PUB has added a new MFR at D.4.

Further, the PUB has created additional MFRs to incorporate the orders made in the subsequently reviewed Directive 14.20 and 14.23 from Order No. 156/25.

Finally, consistent with the practice over the past number of GRAs, MPI circulated confidentiality agreements and undertakings of confidentiality available to Board advisors and prospective interveners prior to the filing of the GRA to prevent delays in the distribution of CSI to approved interveners. Therefore, any prospective intervener intending to request copies of CSI may provide signed undertakings and agreements as set out in Schedules A to C to this Order prior to the filing of the GRA.

6.0 IT IS THEREFORE ORDERED THAT:

1. The following issues are considered within the scope of the 2027 GRA in the normal course:

    1. Requested vehicle rate and any changes to other fees and discounts;

    2. Ratemaking:
        a. Rate indication based on accepted actuarial practice in Canada;
        b. Ratemaking methodology;
        c. Large loss loading based on Order 4/23, Directive 2; and

d. Deferral of development costs;

3. Compliance with Orders 156/25 and 30/26 and any outstanding directives from past orders;

4. Financial forecast:
    a. Financial forecast accuracy (2025/26 forecast versus actual results);
    b. Changes in projected financial results;
    c. Impact of IFRS Accounting Changes, including IFRS 20;
    d. Investment income forecast;
    e. Interest rate forecast;

5. Updates to the Corporate Strategic Plan and the development/implementation and alignment of KPIs;

6. Annual Business Plan;

7. Capital Management Plan;
    a. Transfers of Extension excess capital;
        i. Status of negotiations with Government regarding Driver and Vehicle Administration funding;

8. Performance of the investment portfolio and the composition of i) the portfolio, ii) benchmark portfolio(s) on a market value and peer universe basis (e.g. asset mix);

9. Cost of operations and cost containment measures;

10. Claims forecasting, including but not limited to PIPP and changes or enhancements to claims forecasting design;

11. Driver Safety Rating (DSR), including but not limited to MPI's progress towards a plan for changes to the DSR model, and moving vehicle discounts by one half of the way to the actuarially indicated percentage, and implementation of Order 4/23, Directive 16;

12. Operational benchmarking;

13. Run-off of prior year claims during 2025/26;

14. Update on Asset Liability Management Study including any information currently available regarding;
    a. Risk Appetite & Portfolio Changes;
    b. ALM Project Progress;
    c. Improving the matching of the impact of changes in interest rates on claims liabilities and on invested assets;

15. Risk Assessment and Risk Management;

16. Changes, if any, to integrated cost allocation methodology since the 2026 GRA;

17. Status update on report to be prepared by experts on Traumatic Brain Injuries (TBI) setting out: current scientific knowledge and proven medical best practices and best practicable technology to diagnose, assess and manage brain injuries; appropriate insurance for victims of TBIs; and a comparison of leading medical and insurance practices to the current practices and procedures of MPI;

18. Update on the revised 5-year IT Strategic Plan and rolling IT roadmap reflecting planning outcomes from post-closure of Project NOVA including IT staffing,

vendor engagements, IT expenses, modernization initiatives, Major Programs and IT Projects and Epics planned, initiated, ongoing or completed in the rating years;

19. Information Technology (IT) benchmarking, Value Assurance and Benefits Realization Management (BRM);

20. Road Safety;

21. Other issues that may arise (depending upon the nature and scope of the issue) based on a review of the application.

2. The following issues are deferred from the 2027 GRA to future applications, or will be the subject of a technical conference or another process:

22. None.

3. Parties who intend to apply for intervener status in the 2027 GRA (Prospective Interveners), and/or their legal counsel, representatives, employees, advisors, consultants and assistants, who intend to seek access to material claimed as Commercially Sensitive (CSI) by MPI shall execute:

a) An undertaking in the form attached hereto at Schedule A;

b) A confidentiality agreement in favour of the Manitoba Public Insurance Corporation in the form attached hereto at Schedule B; and

c) Where applicable, a confidentiality agreement in favour of the third-party vendor in the form attached hereto at Schedule C.

4. The undertakings and confidentiality agreements set out at 3(a), (b) and (c) will apply to material filed with the Board and initially claimed as CSI by MPI, and ultimately found by the Board to be CSI.

5. Prospective Interveners and their legal counsel, representatives, employees, advisors, consultants and assistants shall only be entitled to receipt of CSI if they apply for, and are granted, intervener status in the 2027 GRA. The receipt of CSI by approved interveners is subject to any further orders or directions that may be issued by the Board in respect of the CSI process.

Board decisions may be appealed in accordance with the provisions of Section 58 of *The Public Utilities Board Act*, or reviewed in accordance with Section 58 of the Board's Rules of Practice and Procedure. The Board's Rules may be viewed on the Board's website at www.pubmanitoba.ca.

THE PUBLIC UTILITIES BOARD

"Irene Hamilton, K.C."
Panel Chair

"Jennifer Dubois, CPA, CMA, CTAJ"
Associate Secretary

Certified a true copy of Order No. 75/26
issued by The Public Utilities Board

Associate Secretary

SCHEDULE A

UNDERTAKING OF CONFIDENTIALITY

To: THE PUBLIC UTILITIES BOARD OF MANITOBA ("the PUB")

WHEREAS on _____, in Procedural Order ____/26 (the “Order”), the PUB approved a process for the treatment of confidential/commercially sensitive information (the “CSI Process”) in the PUB’s public hearing of the General Rate Application (“GRA”) of The Manitoba Public Insurance Corporation (“MPI”), for the review and approval of base rates and premiums for universal compulsory driver and vehicle insurance to take effect on April 1, 2027 ("2027 GRA").

AND WHEREAS the PUB-approved CSI Process requires any intervenor to the 2027 GRA (and their respective legal counsel, representatives, employees, advisors, consultants, and assistants) wishing to access any document claimed by MPI to be confidential (until such time as the claim is withdrawn) or ordered by the PUB to be received from MPI, in confidence, pursuant to Division 5, Rule 37 of the PUB’s Rules of Practice and Procedure (the “Confidential Filings”), to execute and file with the PUB, a PUB-approved undertaking of confidentiality, as a condition of their access.

AND WHEREAS the PUB has approved the form and content of this undertaking (the “Undertaking”). AND WHEREAS the CSI Process does not require PUB staff members to give an Undertaking.

AND WHEREAS through its Order, the PUB approved the application for intervenor status of _____ (the “Intervenor”) to the 2027 GRA.

AND WHEREAS, I am a (lawyer, representative, employee, advisor, consultant, assistant) for/of/to the Intervenor and may, in course of my duties, handle or review some or all of the Confidential Documents in order to permit the Intervenor to meaningfully participate in the 2027 GRA.

NOW WHEREFORE I DO HEREBY UNDERTAKE AND AGREE TO DO THE FOLLOWING:

1. To use Confidential Information exclusively for and within the scope of the PUB-approved intervention of the Intervenor in the 2027 GRA;

2. Not to divulge Confidential Information to any person who is not a panel or staff member of the PUB, or to any other person who has not been authorized by the

PUB to receive such information and who is required but has not executed and filed an Undertaking with the PUB;

3. Not to reproduce, in any manner, the Confidential Information except where expressly permitted by the PUB to do so;

4. To take prudent, reasonable steps to keep confidential and to protect the Confidential Information from unauthorized disclosure;

5. To return to the PUB, at its request or direction, all Confidential Information, including notes and memoranda based on such information, or to destroy such documents and materials and to file with the PUB, a certificate of destruction at the end of the 2027 GRA which, for the purposes of this paragraph, is deemed to end on the date on which the period for filing a motion to review and vary or a motion for leave to appeal the PUB's final order in respect of the 2027 GRA expires or, if a motion to review and vary or motion for leave to appeal is filed, upon issuance of a final decision by the PUB or the Court of competent jurisdiction from which no further review or appeal can or has been taken or within a reasonable time after the end of my participation in the 2027 GRA;

6. With respect to Confidential Information in electronic media:
    a. to expunge all documents and materials containing Confidential Information, including notes, charts, memoranda, transcripts and submissions based on such Confidential Information, from all electronic apparatus and data storage media under my direction or control and file with the PUB Secretary a certificate of destruction in the form prescribed by the PUB pertaining to the expunged documents and materials, at the end of the 2027 GRA which, for the purposes of this paragraph, is deemed to end on the date on which the period for filing a motion to review and vary or a motion for leave to appeal the PUB's final order in respect of the 2027 GRA expires or, if a motion to review and vary or motion for leave to appeal is filed, upon issuance of a final decision by the PUB or the Court of competent jurisdiction from which no further review or appeal can or has been taken or within a reasonable time after the end of my participation in the 2027 GRA;

    b. continue to abide by the terms of this Undertaking in relation to any such documents and materials to the extent that they subsist in any electronic apparatus and data storage media under my direction or control and

cannot reasonably be expunged in a manner that ensures that they cannot be retrieved;

7. To observe any terms and conditions imposed by MPI or, where imposed, by the PUB, as they relate to the access, use and protection of the Confidential Information; and

8. To promptly report any violation of this Undertaking to the PUB.

I FURTHER UNDERSTAND AND AGREE THAT:

9. In this Undertaking "Confidential Information" means:

    a. any information contained in the Confidential Document (including the Confidential Document itself);

    b. any information that has been filed with the PUB by MPI that it claims is confidential; and

    c. all evidence, transcripts, notes, working papers, calculations, analysis or other materials based on or using the Confidential Document or any information contained therein, that I receive, review or prepare (related materials) during the course of the 2027 GRA or any appeal, review or rehearing of the PUB's decision in the proceeding for the purpose of participating in the 2027 GRA or any appeal, review or rehearing from the PUB's decision in the proceeding;

10. The execution of this Undertaking is a condition of my being granted access to the Confidential Information;

11. This Undertaking must be filed with the PUB and a copy provided to MPI, prior to my receipt or review of any Confidential Information;

12. In the event that I breach this Undertaking, there may be consequences which could include, without limitation, the following:

    a. a denial or reduction of costs to, or a cost award against the Intervenor or me personally; and

b. an immediate and absolute revocation of the right of the Intervenor and/or my right to receive and/or retain all or some of the Confidential Information, and

13. The obligations created herein shall not preclude my:

a. using or disclosing the Confidential Information at a time when confidential Information is generally available to the public, other than as a direct or indirect result of any disclosure by me which is prohibited hereunder; and

b. disclosing the Confidential Information to the extent such disclosure is required by law, Court order or competent authority of any governmental body or professional discipline body, provided that, other than in respect of a mandated disclosure to the signatory's governing law society or legal professional liability insurer, the PUB and MPI are provided with notice promptly upon my becoming aware that such notice is required.

I,_____ (recipient), give this Undertaking freely and voluntarily, knowing that it creates obligations which I am legally required to fulfill.

Signed and witnessed in the (city/town) of _____ in the (province/state) of _____, on this _____ day of _____, 20___.

_____ _____

Signature of Witness

Signature of Person Giving Undertaking

_____

Printed Name of Witness

Address _____

Phone Number _____

Email Address _____

CERTIFICATE

I, _____ (recipient) of the (city/town) of _____, in the (province/state) of _____, certify that:

1) I had in my possession and under my direction and control records, reports, document information, or portions thereof, that were granted confidential treatment in the course of the 2027 General Rate Application ("Confidential Filings") by the Board pursuant to Part III, Division 5 of the Board's Rules of Practice and Procedure, and had in my possession and under my direction and control evidence, transcripts, notes, working papers, calculations, analysis or other materials based on or using the Confidential Information that I received, reviewed or prepared ("related materials").

2) I executed an undertaking in accordance with Procedural Order __/26 to have access to the Confidential Information and related materials (the "Undertaking").

3) I have made no use of the Confidential Information or related materials except as permitted pursuant to the Undertaking.

4) I have not disclosed the Confidential Information or related materials in any manner except as permitted by the Undertaking.

5) I have expunged all electronic copies of the Confidential Information and related materials from all electronic apparatus and data storage media in my possession or under my direction and control.

6) I have delivered to MPI or have destroyed all paper copies of the Confidential Information and related materials in my possession or under my direction and control.

WITNESSED BY ME THIS _____DAY OF _____, 20 ____.

CERTIFIED BY ME THIS _____DAY OF _____, 20 _____.

_____
Signature of Witness

_____
Signature of Recipient

_____
Printed Name of Witness

SCHEDULE B

THIS CONFIDENTIALITY AGREEMENT made this _____ day _____, 20___

BETWEEN:

THE MANITOBA PUBLIC INSURANCE CORPORATION,

(called "**MPI**")

of the first part,

- and -

_____,

(called the "**Confidant**")

of the second part.

WHEREAS on _____, 2026, in Order ____/26 (the "**Order**"), the Public Utilities Board of Manitoba (the "**Board**") ordered, within the course of considering MPI's 2027 General Rate Application ("**2027 GRA**"), that certain documents be received in confidence, on a provisional basis, subject to the final determination of their confidential status pursuant to Division 5, Rule 37 of the PUB's Rules of Practice and Procedure (the **"Confidential Filings"**).

AND WHEREAS information contained in the Confidential Documents pertaining to MPI is the property of MPI, its contractual counterparties and domestic customers and is or may be confidential or commercially sensitive.

AND WHEREAS the Order directs MPI to provide a non-redacted copy of the Confidential Documents to the Confidant, following their execution of a prescribed undertaking and any other document it deems necessary (the "**Agreement**").

NOW THEREFORE IN CONSIDERATION OF receiving access to the Confidential Documents, the sum of one ($1.00) dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

In this Agreement:

"Authorized Person" means any person permitted by the Order to receive the Confidential Information, who is in compliance with the conditions on the receipt and use of the Confidential Information, as set out in this Order.

"Confidential Information" means any information contained in the Confidential Documents (and includes the Confidential Documents themselves) and any information that has been filed by MPI with the Board in confidence pursuant to the Order.

"Permitted Uses" has the meaning set forth in Article 2 below.

"Person" shall be broadly interpreted to include, without limitation, any corporation, partnership, other entity, or individual.

"Proceeding" means the proceeding before the Board in respect of the 2027 GRA.

"Reverse Engineer" means to discover, synthesize or otherwise recreate the Confidential Information following a detailed examination.

"Unauthorized Person" means any Person other than MPI, the Confidant or an Authorized Person.

ARTICLE 2 PERMITTED USES

The Confidant may use Confidential Information for the following purposes (called "**Permitted Uses**"):

(a) to give instructions to, carry out critical analysis, form conclusions and/or advise an Authorized Person; an

(b) to prepare a report suitable for filing on the public record of the Proceeding and testify on the public record of the Proceeding. Without the consent of the Board obtained in advance, the Confidant shall not include in the report or testimony any Confidential Information or any information that would enable an Unauthorized Person to reverse engineer Confidential Information. To the extent that the Confidant relies upon Confidential Information to arrive at a conclusion, the Confidant may include in the Report or testimony information at a level of summary and aggregation which will not disclose Confidential Information or enable an Unauthorized Person to reverse engineer the Confidential Information, subject always to the Confidant providing a redacted Report on the public record and a complete report in confidence to the Board and/or testifying *in camera* where Confidential Information is discussed.

ARTICLE 3 CONFIDENTIALITY

Except as specifically provided in Article 2 above (Permitted Uses), the Confidant shall:

(a) keep the Confidential Information in the strictest confidence;

(b) not disclose Confidential Information to any Unauthorized Person without the prior written consent of MPI;

(c) in the case of a disclosure to an Unauthorized Person with the prior written consent of MPI, obtain from the Unauthorized Person an undertaking or confidentiality agreement satisfactory in form to the Board and MPI, on terms no less restrictive than those in this Agreement;

(d) take prudent, reasonable steps to protect Confidential Information in its possession from inadvertent disclosure to an Unauthorized Person; and

(e) destroy or return the Confidential Information (if so permitted) when required and in the manner required by the Board.

If the Confidant so chooses, they may solicit MPI's comments on particular documents that are in the process of being prepared in the interests of avoiding inadvertent disclosures to an Unauthorized Person.

ARTICLE 4 COMPELLED DISCLOSURE

In the event that the Confidant, or an Unauthorized Person referred to in Article 3(c) above, receives notice indicating that they may or shall be legally compelled to disclose any of the Confidential Information, the Confidant shall provide MPI with prompt notice so that MPI may, at its sole discretion, seek a protective order or other appropriate remedy.

The Confidant, and any such Unauthorized Person referred to in Article 3(c) above, shall cooperate fully with MPI protecting the confidential and proprietary nature of the Confidential Information sought to be compelled to be disclosed, including providing assistance to MPI in the prosecution and defence of any action(s) or proceeding(s) brought or made in respect of such matters.

In the event that such protective order or other remedy is not obtained, or that MPI waives compliance with the provisions of this Agreement, the Confidant or Unauthorized Person referred to in Article 3(c) above shall furnish only that portion of the Confidential Information in respect of which it shall be legally required to disclose.

ARTICLE 5 FURTHER COVENANTS

The Confidant shall:

(a) use the Confidential Information only for the Permitted Uses and for no other purpose whatsoever; and

(b) not use or reverse engineer Confidential Information for personal gain in any fashion, other than for the receipt of compensation for his or her participation in this proceeding.

ARTICLE 6 NO LICENCE

The Confidant agrees that the Confidential Information is the property of MPI, its contractual counterparties and domestic customers, and the Confidant shall not contest or challenge any of their rights in or to any Confidential Information. The Confidant does not receive any right, title or interest of any nature whatsoever in or to any Confidential Information.

ARTICLE 7 CONTINUING OBLIGATION

This Agreement is effective upon execution by both parties, and the obligations of the Confidant under this Agreement shall not terminate but shall continue without limitation of time.

ARTICLE 8 EQUITABLE REMEDIES

In the event of a breach, or threatened breach, of this Agreement by the Confidant, the parties agree that the harm suffered by MPI may not be compensable by monetary damages alone and, accordingly, that MPI shall, in addition to any other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach.

ARTICLE 9 NOTICES

Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be delivered to:

• **a) MPI:**	b) **Confidant:**
Executive Offices 912 - 234 Donald Street	_____ _____ [Address]
Winnipeg, Manitoba R3C 4A4	_____ [City] [Province] [Postal Code]
Attn: Vice President, Chief Legal & Risk Officer	_____ Attn: [Name]

or such other addresses as either party may notify the other of in writing. Notices may be given by personal service or fax transmission. Any notice given by personal service shall be deemed to have been effectually given and received at the date and time of actual delivery. Any notice sent by fax transmission shall be deemed to have been effectually given and received on the next business day following transmission.

ARTICLE 10 INTERPRETATION AND ENFORCEMENT

This Agreement shall be subject to, interpreted, performed and enforced in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement is resident of or domiciled in any other province, state, or country. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Court of King's Bench of Manitoba, Winnipeg Centre. The recitals hereof form an integral part of this Agreement. Section headings in this Agreement are for the convenience of the parties only, and shall not affect the interpretation of this Agreement.

ARTICLE 11 SEVERABILITY

If any provision in this Agreement is illegal, invalid or unenforceable at law, it shall be deemed to be severed from this Agreement and the remaining provisions shall continue in full force and effect. The parties agree that they shall endeavor to replace any such severed provision with a new provision which achieves substantially the same practical effect and which is valid and enforceable.

ARTICLE 12 WAIVER

No failure or delay by MPI in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any provision of this Agreement, or a breach thereof, shall be effective unless it is in writing and signed by the party waiving the provision or the breach thereof.

ARTICLE 13 ASSIGNMENT

The Confidant shall not assign this Agreement without the prior written consent of MPI. No assignment of this Agreement shall operate to relieve the Confidant from any obligation of this Agreement.

ARTICLE 14 FURTHER ACTS AND ASSURANCES

Each of the parties shall, from time to time, do all acts and things and execute from time to time all such further documents and assurances as may be necessary to carry out and give effect to the terms and conditions of this Agreement.

ARTICLE 15 FAX EXECUTION

This Agreement may be executed in any number of counterparts, including counterparts signed by fax, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied and/or fax copy of this Agreement bearing the signature of each party, in a single document or counterparts thereof as provided herein, shall be deemed an original execution version of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the date first above written.

MANITOBA PUBLIC INSURANCE

Per: _____
Name: _____
Title: _____

_____ **CONFIDANT**

WITNESS [SIGNATURE]

_____ _____

WITNESS [PRINTED NAME] **[CONFIDANT SIGNATURE]**

SCHEDULE C

THIS CONFIDENTIALITY AGREEMENT made this day , 20

BETWEEN:

(called "the **Owner**")

of the first part,

- and -

(called the "**Confidant**")

of the second part.

WHEREAS on , 2026, in Interim Procedural Order /26 (the "**Order**"), the Public Utilities Board of Manitoba (the "**Board**") ordered, that, in anticipation of MPI's 2027 General Rate Application ("**2027 GRA**"), certain documents be may be received in confidence, on a provisional basis, subject to the final determination of their confidential status pursuant to Division 5, Rule 37 of the PUB's Rules of Practice and Procedure (the **"Confidential Filings"**).

AND WHEREAS information contained in the Confidential Documents pertaining to the Owner is the property of the Owner, its contractual counterparties and domestic customers and is or may be confidential or commercially sensitive.

AND WHEREAS the Order permits MPI to provide a non-redacted copy of the Confidential Documents to the Confidant, if approved as an Intervener in the 2027 GRA, and upon and execution of a prescribed undertaking and any other document it deems necessary (the "**Agreement**").

NOW THEREFORE IN CONSIDERATION OF receiving access to the Confidential Documents, the sum of one ($1.00) dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

In this Agreement:

"Authorized Person" means any person permitted by the Order to receive the Confidential Information, who is in compliance with the conditions on the receipt and use of the Confidential Information, as set out in this Order.

"Confidential Information" means any information contained in the Confidential Documents (and includes the Confidential Documents themselves) and any information that has been filed by MPI with the Board in confidence pursuant to the Order.

"Permitted Uses" has the meaning set forth in Article 2 below.

"Person" shall be broadly interpreted to include, without limitation, any corporation, partnership, other entity, or individual.

"Proceeding" means the proceeding before the Board in respect of the 2027 GRA.

"Reverse Engineer" means to discover, synthesize or otherwise recreate the Confidential Information following a detailed examination.

"Unauthorized Person" means any Person other than the Owner, the Confidant or an Authorized Person.

ARTICLE 2 PERMITTED USES

The Confidant may use Confidential Information for the following purposes (called "**Permitted Uses**"):

(a) to give instructions to, carry out critical analysis, form conclusions and/or advise an Authorized Person; an

(b) to prepare a report suitable for filing on the public record of the Proceeding and testify on the public record of the Proceeding. Without the consent of the Board

obtained in advance, the Confidant shall not include in the report or testimony any Confidential Information or any information that would enable an Unauthorized Person to reverse engineer Confidential Information. To the extent that the Confidant relies upon Confidential Information to arrive at a conclusion, the Confidant may include in the Report or testimony information at a level of summary and aggregation which will not disclose Confidential Information or enable an Unauthorized Person to reverse engineer the Confidential Information, subject always to the Confidant providing a redacted Report on the public record and a complete report in confidence to the Board and/or testifying *in camera* where Confidential Information is discussed.

ARTICLE 3 CONFIDENTIALITY

Except as specifically provided in Article 2 above (Permitted Uses), the Confidant shall:

(a) keep the Confidential Information in the strictest confidence;

(b) not disclose Confidential Information to any Unauthorized Person without the prior written consent of the Owner;

(c) in the case of a disclosure to an Unauthorized Person with the prior written consent of the Owner, obtain from the Unauthorized Person an undertaking or confidentiality agreement satisfactory in form to the Board and the Owner, on terms no less restrictive than those in this Agreement;

(d) take prudent, reasonable steps to protect Confidential Information in its possession from inadvertent disclosure to an Unauthorized Person; and

(e) destroy or return the Confidential Information (if so permitted) when required and in the manner required by the Board.

If the Confidant so chooses, they may solicit the Owner's comments on particular documents that are in the process of being prepared in the interests of avoiding inadvertent disclosures to an Unauthorized Person.

ARTICLE 4 COMPELLED DISCLOSURE

In the event that the Confidant, or an Unauthorized Person referred to in Article 3(c) above, receives notice indicating that they may or shall be legally compelled to disclose any of the Confidential Information, the Confidant shall provide the Owner with prompt notice so that the Owner may, at its sole discretion, seek a protective order or other appropriate remedy.

The Confidant, and any such Unauthorized Person referred to in Article 3(c) above, shall cooperate fully with MPI protecting the confidential and proprietary nature of the Confidential Information sought to be compelled to be disclosed, including providing assistance to the Owner in the prosecution and defense of any action(s) or proceeding(s) brought or made in respect of such matters.

In the event that such protective order or other remedy is not obtained, or that the Owner waives compliance with the provisions of this Agreement, the Confidant or Unauthorized

Person referred to in Article 3(c) above shall furnish only that portion of the Confidential Information in respect of which it shall be legally required to disclose.

ARTICLE 5 FURTHER COVENANTS

The Confidant shall:

(a) use the Confidential Information only for the Permitted Uses and for no other purpose whatsoever; and

(b) not use or reverse engineer Confidential Information for personal gain in any fashion, other than for the receipt of compensation for his or her participation in this proceeding.

And the Confidant agrees to release, indemnify and hold harmless the Owner and its respective personnel against all actions, claims, suits, demands, claims for costs or expenses or any other proceeding arising out of or in connection with the Confidant's breach of any of the Confidant's obligations hereunder, including, for greater certainty, the use or disclosure by the Confidant of the Confidential Information other than as permitted herein.

ARTICLE 6 NO LICENCE OR WARRANTY

The Confidant agrees that the Confidential Information is the property of MPI, its contractual counterparties and domestic customers, and the Confidant shall not contest or challenge any of their rights in or to any Confidential Information. The Confidant does not receive any right, title or interest of any nature whatsoever in or to any Confidential Information.

In addition, the Confidant acknowledges and agrees that the Confidential Information (including the Confidential Documents) were prepared for the benefit of MPI and were prepared to reflect MPI's instructions. Accordingly, the Owner may not have addressed matters, which may be of interest or relevance to the Confidant. The Owner does not warrant or represent that the Confidential Information (including the Confidential Documents) are sufficient or appropriate for the Confidant's purposes. The Owner is not responsible to the Confidant, or any other party, if the Confidant or any other party relies on the Confidential Information.

ARTICLE 7 CONTINUING OBLIGATION

This Agreement is effective upon execution by both parties, and the obligations of the Confidant under this Agreement shall not terminate but shall continue without limitation of time.

ARTICLE 8 EQUITABLE REMEDIES

In the event of a breach, or threatened breach, of this Agreement by the Confidant, the parties agree that the harm suffered by the Owner may not be compensable by monetary damages alone and, accordingly, that the Owner shall, in addition to any other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach.

ARTICLE 9 NOTICES

Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be delivered to:

a) Owner:

[Address]

[Address]

[City] [Province] [Postal Code]

Attn: [Name]

b) **Confidant:**

[Address]

[Address]

[City] [Province] [Postal Code]

Attn: [Name]

or such other addresses as either party may notify the other of in writing. Notices may be given by personal service or fax transmission. Any notice given by personal service shall be deemed to have been effectually given and received at the date and time of actual delivery. Any notice sent by fax transmission shall be deemed to have been effectually given and received on the next business day following transmission.

ARTICLE 10 INTERPRETATION AND ENFORCEMENT

This Agreement shall be subject to, interpreted, performed and enforced in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement is resident of or domiciled in any other province, state, or country. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Court of King's Bench of Manitoba, Winnipeg Centre. The recitals hereof form an integral part of this Agreement.

Section headings in this Agreement are for the convenience of the parties only, and shall not affect the interpretation of this Agreement.

ARTICLE 11 SEVERABILITY

If any provision in this Agreement is illegal, invalid or unenforceable at law, it shall be deemed to be severed from this Agreement and the remaining provisions shall continue in full force and effect. The parties agree that they shall endeavor to replace any such severed provision with a new provision which achieves substantially the same practical effect and which is valid and enforceable.

ARTICLE 12 WAIVER

No failure or delay by the Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any provision of this Agreement, or a breach thereof, shall be effective unless it is in writing and signed by the party waiving the provision or the breach thereof.

ARTICLE 13 ASSIGNMENT

The Confidant shall not assign this Agreement without the prior written consent of the Owner. No assignment of this Agreement shall operate to relieve the Confidant from any obligation of this Agreement.

ARTICLE 14 FURTHER ACTS AND ASSURANCES

Each of the parties shall, from time to time, do all acts and things and execute from time to time all such further documents and assurances as may be necessary to carry out and give effect to the terms and conditions of this Agreement.

ARTICLE 15 FAX EXECUTION

This Agreement may be executed in any number of counterparts, including counterparts signed by fax, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied and/or fax copy of this Agreement bearing the signature of each party, in a single document or counterparts thereof as provided herein, shall be deemed an original execution version of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the date first above written.

MANITOBA PUBLIC INSURANCE

Per: _____
Name: _____
Title: _____

_____
WITNESS [SIGNATURE]

CONFIDANT

_____
WITNESS [PRINTED NAME]

_____
[CONFIDANT SIGNATURE]