

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT is entered into as of November 15, 2021 (this “Agreement”), by and between ITC Lake Erie Connector LLC, a Delaware limited liability company (“ITC”), and Six Nations of the Grand River Development Corporation (“SNGRDC”) (each of ITC and SNGRDC being for the purpose of this Agreement a “Party”, and together, the “Parties”), for the purposes of discussions, communications and exchanging information related to ITC’s development of the proposed Lake Erie Connector Transmission Project (the “Project”) and exploring the terms of the potential direct or indirect economic participation of Six Nations of the Grand River, being a “band” as that term is defined in the *Indian Act* (Canada), R.S.C. 1985, cl-5 (“Six Nations”) in the Project (which economic participation was delegated and assigned by Six Nations to SNGRDC pursuant to resolutions PL#107-25/10/2021 and PL#108-25/10/2021) (the “Six Nations Engagement”), and governs the terms and conditions under which the Parties may disclose Confidential Information (defined below) to each other.

A Reimbursement Agreement was entered into as of April 20, 2015 (the “RA”) between ITC and Six Nations. The RA sets out Six Nations and ITC’s intentions at that time to carry out an engagement process and arrive at a Term Sheet and a Definitive Agreement. The goals of the RA are to: (1) foster trust between the Parties and support for the project by Six Nations; (2) identify Six Nations concerns about impacts the Project may have on Six Nations Rights and Interests, if any; (3) determine how these concerns identified through the engagement and consultation process may be mitigated and/or accommodated; and, (4) identify economic opportunities and benefits for Six Nations as a result of the development of the Project.

When either one or more Parties are disclosing Confidential Information to the other Party or Parties, as the case may be, the disclosing Party or Parties is referred to herein as the “Discloser(s).” When either Party or Parties is/are receiving Confidential Information, as the case may be, the receiving Party or Parties is/are referred to as the “Recipient(s).”

1. Confidential Information. “Confidential Information” means all, or any part of, and originals or copies of, any information (in any form or media, whether electronic, paper or oral) received from Discloser(s) or its Representatives (defined below) that the Discloser(s) treats as confidential, including, but not limited to, (a) the fact that any investigations, discussions or negotiations are taking place concerning SNGRDC Engagement, that Recipient(s) or its Representatives have received Confidential Information from Discloser(s) or any of the terms, conditions or other facts with respect to SNGRDC Engagement, including the status thereof, (b) information concerning a Party’s past, current, and planned products, business plans, services, fees, concepts, methodologies, research, services, business activities, marketing plans, trade secrets, data, information relating to customers, suppliers, employees, development programs, costs, trading, investment, sales activities, promotions, credit and financial data, profits, financing methods, plans, product specifications, computer software, programs, engineering, documentation, applications, source code, designs, know-how, processes, machines, inventions, research projects, notes, blueprints, and all other proprietary

information (including proprietary information received by a Party from third parties under obligations of confidence and the like in any industry), (b.1) without limiting the generality of the foregoing, all information, documents, discussions, arrangements, term sheets, memorandum of understanding, agreements, instruments, contracts or undertakings of any nature received from Discloser(s) or its Representatives, in relation to the Project or pertaining to the participation in the Project by any other persons, including any lenders, potential investors, contract counterparties (including the Independent Electricity System Operator) or other participants in the Project, and (c) any information in any form which contains, reflects or is based upon, in whole or in part, the foregoing, but excludes: (i) information that at the time of disclosure was, or thereafter becomes, part of the public domain (through a source other than Recipient(s) or a Representative of the Recipient(s)) other than as a result of a breach of this Agreement by Recipient(s) or its Representatives; (ii) information lawfully obtained from a source other than the Discloser(s) or its Representatives that was not under, and did not impose, any legal or contractual obligation of confidentiality owed to Discloser(s) with respect to such information; (iii) information that is independently developed by Recipient(s) without violating any of its obligations under this Agreement or any other confidentiality or other obligation to Discloser(s); and (iv) information that was known by Recipient(s) prior to disclosure by Discloser(s) (as evidenced by written records), provided that such information was not known by Recipient(s) to be subject to any legal or contractual obligation of confidentiality owed to Discloser(s). “Representatives” of a Party include a member or members of a Party’s Board of Directors or other governing body, elected officials, members, officers, affiliates, (which for SNGRDC includes Six Nations and its members) employees, controlling stock and/or other interest holders, lender, investors, agents and advisors (including, without limitation, attorneys, accountants, consultants, and financial advisors).

2. Treatment of Confidential Information.

- (a) Recipient(s) shall: (i) use Confidential Information only for the purpose of carrying out the SNGRDC Engagement for which the Confidential Information is disclosed; (ii) not copy any Confidential Information except to provide copies to its Representatives (subject to (iv) below) or as expressly permitted in writing by Discloser(s); (iii) not disclose Confidential Information to any person (other than its Representatives, subject to (iv) below) except (A) as required by applicable law, regulation (including, without limitation, any rule, regulation or policy statement of any organized securities exchange, market or automated quotation system on which any of a Party’s securities are listed or quoted) or legal or judicial process and as provided in Section 2(b), or (B) to a person expressly permitted in writing by Discloser(s); (iv) limit dissemination of Confidential Information to its Representatives that have a “need to know” for purposes of carrying out the SNGRDC Engagement, but only to the extent necessary to carry out the SNGRDC Engagement), who have been notified of the confidentiality provisions of this Agreement, and who are directed to abide by the provisions of this Agreement as if such Representative(s) was a Recipient or such other confidentiality or non-disclosure obligations consistent with the terms of this Agreement (and Recipient(s) shall be responsible for any breach of this Agreement by its

Representatives); (v) not remove or obscure proprietary rights notices that appear on Confidential Information and copies thereof; and (vi) advise Discloser(s) immediately orally and promptly in writing of any unauthorized disclosure or use of Confidential Information. As used in this Agreement, the term "person" will be interpreted broadly to include the media and any corporation, company, government body, group, municipality, partnership, limited liability company or other entity or individual.

- (b) Recipient(s) shall safeguard the confidentiality of the Confidential Information using the same standard it employs to safeguard its own confidential information of like kind, but in no event less than a commercially reasonable standard of care. Each Party may disclose Confidential Information if, upon the advice of outside counsel, such disclosure must be made in order to comply with applicable law, regulation (including, without limitation, any rule, regulation or policy statement of any organized securities exchange, market or automated quotation system on which any of either Party's securities are listed or quoted) or legal or judicial process. If Recipient(s) or any of its Representatives becomes legally compelled (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, Recipient(s) shall provide Discloser(s) with prompt written notice of such requirement prior to disclosure so that Discloser(s) may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, Recipient(s) and its Representatives will disclose only that portion of the Confidential Information which such Party is advised by outside counsel is legally required to be disclosed and will take all reasonable steps to preserve the confidentiality of the Confidential Information (including cooperating with the Discloser(s)'s efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information). In addition, Recipient(s) and its Representatives will not oppose any action (and will, if and to the extent requested by Discloser(s), cooperate with, assist and join with Discloser(s) in any reasonable action, at Discloser(s)'s expense) by Discloser(s) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- (c) At any time or upon completion of the SNGRDC Engagement, the Discloser(s) may direct the Recipient(s) and its Representatives in writing (whether or not the Parties have completed the SNGRDC Engagement), and in any event no later than 10 business days following Discloser(s)'s written demand: (i) as elected by the Discloser(s), either return to Discloser(s) or destroy all Confidential Information and all copies thereof furnished to Recipient(s) or its Representatives by or on behalf of Discloser(s) pursuant hereto, (ii) destroy all copies of all other Confidential Information prepared by Recipient(s) or its Representatives (except work product created by Recipient(s)'s legal counsel), and (iii) expunge, to the extent practicable, all such Confidential Information from any computer, word processor or other device containing such information. The Recipient(s), however, will have

no obligation to retrieve and destroy Confidential Information stored and retained on its or its Representatives' back-up data storage systems as part of their respective ordinary course procedures or as required by law, subject to all restrictions on disclosure in this Agreement.

- (d) Compliance by Recipient(s) and its Representatives with Section 2(c) shall, at the request of Discloser(s), be certified in writing to Discloser(s) by Recipient(s)'s authorized officer supervising such destruction. Notwithstanding the return or destruction of the Confidential Information, Recipient(s) will continue to be bound by its confidentiality and other obligations hereunder.
- (e) Notwithstanding any other provision of this Agreement, including Section 2(a), ITC shall be permitted to discuss or disclose Confidential Information with the Independent Electricity System Operator ("IESO") and its representatives (including its directors, officers, employees, partners, representatives, agents or advisors and including members of staff of the Province of Ontario, including its Ministries and Agencies, or the Province of Ontario's Executive Council) for purposes of implementing the Project provided that ITC first informs such persons to whom it discloses or provides the Confidential Information of its confidential nature and requires such persons to comply with confidentiality or non-disclosure obligations consistent with the terms of this Agreement. SNGRDC acknowledges that all Confidential Information provided by or to the IESO may be subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, the Ontario Energy Board Act, S.O. 1998, c. 15, as amended and the Electricity Act, S.O. 1998, c. 15, as amended."
- (f) Notwithstanding any other provision of this Agreement, including Section 2(a), SNGRDC and its Representatives shall be permitted to discuss and/or disclose Confidential Information with and to members of the Six Nations community and its Chief and Elected Council for the purpose of implementing the SNGRDC Engagement and informing and consulting with the Six Nations community in accordance with existing practices and traditions, provided that such Confidential Information is discussed or disclosed in summary format only and the content of such disclosure must be prepared in collaboration with and approved by ITC prior to discussions or disclosure. It is acknowledged that any commercially confidential information or information that is subject to third party confidentiality restrictions (including all Confidential Information described in Section 1(b.1)) may not be disclosed. SNGRDC will inform any such persons to whom it discussed or discloses or provides such Confidential Information in summary format of its confidential nature and will require such persons to comply with confidentiality or non-disclosure obligations consistent with the terms of this Agreement.

3. No representations or warranties. No Party nor any of their Representatives is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and no Party nor any of their Representatives will have any liability to the other Parties, their Representatives or any

other person relating to or resulting from their use of the Confidential Information or any errors therein or omissions therefrom. Only those representations or warranties that are made in any final, legally binding definitive agreement executed by a Party relating to the SNGRDC Engagement (collectively, the "Definitive Agreement(s)") when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such Definitive Agreement(s), will have any legal effect. The term "Definitive Agreement(s)" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or oral acceptance of any offer or bid on the part of any Party, absent an express contrary statement in such letter of intent or other preliminary written agreement that it is a binding agreement.

4. Intentionally deleted.

5. No license or conveyance. Nothing in this Agreement shall convey to Recipient(s) or its Representatives any right, title, interest or license in or to any Confidential Information, materials, other information received from Discloser(s), or any trademark, trade name, or any other intellectual property rights of Discloser(s).

6. Injunctive relief. The Parties agree that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character, that the Party whose Confidential Information is disclosed to a third party may be irreparably harmed by any disclosure of the Confidential Information in violation of this Agreement, and that the use of the Confidential Information for the SNGRDC Engagement of (i) any Party other than in connection with the SNGRDC Engagement or (ii) any third party, would enable such Party or third party to compete unfairly with the Discloser(s).

For these reasons, the Parties agree that money damages would be an inadequate remedy for any breach of this Agreement, and that this Agreement may be enforced by a preliminary or permanent, mandatory or prohibitory, injunction, by a decree of specific performance, or other such order of the Ontario Superior Court of Justice. The agreed remedies set forth herein shall not be construed to limit or derogate from any legal or equitable remedy authorized by applicable law.

7. Assignment. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns and shall inure to the benefit of the Parties and the Parties' respective successors and permitted assigns; provided, however, that neither Party shall assign this Agreement, nor any of its obligations hereunder, to any third party without the prior written consent of the other Party.

8. Governing law. To the extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario (without regard to its conflicts of law principles). Any such suit shall first be brought in the Ontario Superior Court of Justice in which venue is proper.

12. Counterpart facsimile and/or electronic copies. This Agreement may be executed in facsimile and/or electronic counterparts and each copy of this Agreement bearing the facsimile and/or electronically transmitted signature of a Party's authorized representative shall be deemed to be an original.

13. Non-derogation, etc. Nothing in this Agreement or the Confidential Information is intended to, or shall be interpreted in order to, deny, extinguish, abrogate, derogate from or interfere with or define any Aboriginal or treaty rights, titles, interests or jurisdiction of Six Nations. This Agreement and any negotiations of subsequent agreements are entered into by SNGRDC on a without prejudice basis. Nothing in this Agreement is intended to constitute nor will it be deemed to constitute: (i) consultation or accommodation of Six Nations with regard to the Crown's or any person delegated by the Crown's duty to consult with and, where appropriate, accommodate Six Nations; or (ii) consent, support or agreement by SNGRDC to any aspect of the Project. Six Nations is not a party to this Agreement nor is SNGRDC acting as agent for, or contracting in any way on behalf of Six Nations in entering into this Agreement.

14. Term. This Agreement shall terminate five (5) years after the Effective Date of the Agreement and notwithstanding the earlier termination thereof, the obligations of the parties as set out in section 2(a) and (b) shall survive the termination of the Agreement.

[Signature Page Follows]

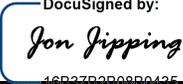
EXECUTED by ITC and SNGRDC as of the date first above written.

ITC LAKE ERIE CONNECTOR LLC

By: ITC Lake Erie Holdings LLC, its sole member,

By: ITC Project Holdings LLC, its sole member,

By: ITC Investment Holdings Inc., its sole member,

By:  DocuSigned by:
Jon Jipping
Name: Jon E. Jipping
Title: Executive Vice President and Chief Operating Officer

I have authority to bind the corporation

SIX NATIONS OF THE GRAND RIVER DEVELOPMENT CORPORATION

By: 
Name: Matt Jamieson
Title: President/CEO

I have authority to bind the corporation