

ONTARIO POWER GENERATION INC.
Request for Market Information

Section 1 - INTRODUCTION	2
1.1 General.....	2
1.2 Contact Person.....	2
Section 2 - THE RFMI DOCUMENTS.....	2
2.1 Request for Market Information Documents	2
2.2 Priority of Documents.....	2
2.3 Distribution of Documents – Electronic Distribution.....	2
2.4 Information Provided by OPG	3
Section 3 - THE RFMI PROCESS	3
3.1 RFMI Process Timetable.....	3
3.2 Questions and Communications Related to the RFMI Documents	3
3.3 Addenda to the RFMI Documents.....	4
3.4 Confidentiality and Disclosure Issues	4
3.5 OPG Confidentiality Issues	5
3.6 Governing Law	6
3.7 Respondents’ Costs	6
Section 4 - RFMI SUBMISSION CONTENT AND FORMAT	7
4.1 Contents of the RFMI Submission	7
4.2 Cyber Security.....	7
Section 5 - SUBMISSION, WITHDRAWAL, AND MODIFICATION	8
5.1 RFMI Submission.....	8
5.2 Late RFMI Submissions	8
5.3 Withdrawal of RFMI Submissions	8
Section 6 - LEGAL MATTERS AND RIGHTS OF OPG.....	9
6.1 RFMI Not a “Bidding Contract” or a Tender.....	9
Section 7 - DEFINITIONS	9
7.1 General.....	9
7.2 RFMI Definitions.....	9

REQUEST FOR MARKET INFORMATION

SECTION 1 - INTRODUCTION

1.1 General

(1) Ontario Power Generation Inc. (“**OPG**”) is issuing this Request for Market Information (“**RFMI**”) to obtain market information on isotope production opportunities for OPG facilities and assets (the “**Initiative**”). Detailed information regarding the Initiative is set out in the RFMI Data Sheet.

(2) This RFMI is open to any entity that wishes to submit a response; there has been no preceding shortlisting or prequalification process. In this RFMI, individuals or firms that submit documents in response to this RFMI are referred to as “**Respondents**”. For ease of reference, prospective respondents, whether or not they submit a response to this RFMI, are also referred to as “**Respondents**”. Responses submitted by Respondents in this RFMI are referred to as “**RFMI Submissions**”.

(3) Respondents should be aware that the submission of a RFMI Submission is not a guarantee of any future commercial relationship with OPG.

1.2 Contact Person

(1) Respondents are required to submit all questions and other communications regarding the RFMI Documents, the RFMI process and their RFMI Submissions in writing to the contact person named in the RFMI Data Sheet (the “**Contact Person**”) through email. Respondents are to contact OPG regarding the RFMI only through the Contact Person, in writing, by email.

SECTION 2 - THE RFMI DOCUMENTS

2.1 Request for Market Information Documents

(1) The Request for Market Information documents (the “**RFMI Documents**”) are as follows:

- (a) the Request for Market Information;
- (b) Schedule A – RFMI Data Sheet;
- (c) Schedule B – Submission Form; and
- (d) Addenda to the RFMI Documents, if any.

(2) Respondents are instructed to read the RFMI Documents as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFMI and are incorporated by reference.

2.2 Priority of Documents

(1) If there are any inconsistencies between the terms, conditions and provisions of the RFMI Documents, this RFMI will prevail over the Schedules of this RFMI.

2.3 Distribution of Documents – Electronic Distribution

- (1) OPG will use the published website to,
- (a) distribute RFMI Documents and Notices; and
 - (b) share responses to all questions and other communications.

OPG may add, delete or amend documents on the published website at any time.

- (2) Each Respondent is solely responsible to ensure that it:
 - (a) notifies the Contact Person if the Respondent is having difficulty viewing the RFMI Documents, Notices or responses to questions and other communications;
 - (b) has the appropriate software which allows the Respondent to access and download RFMI Documents, Notices and responses to questions and other communications; and
 - (c) checks the published website frequently for the addition, deletion or amendment of RFMI Documents, Notices and responses to questions and other communications and, at all times during the RFMI process, keeps itself informed of and takes into account the most current RFMI Documents, Notices and responses to questions and other communications.

2.4 Information Provided by OPG

(1) Each Respondent is solely responsible, at its own cost and expense, to carry out its own independent research and due diligence, and to perform any other investigations, including seeking independent advice considered necessary by the Respondent for the preparation of RFMI Submissions. Nothing in the RFMI Documents is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFMI Documents. The Respondent's obligations set out in this RFMI Section 2.4 apply irrespective of any information contained in the RFMI Documents.

(2) OPG does not represent or warrant the accuracy or completeness of any information that is set out in the RFMI Documents or that is made available to Respondents or of any other background or reference information or documents prepared by OPG or by third parties and which may be made available to Respondents by or through OPG. Respondents will make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Respondents on any and all such information will be at Respondents' sole risk and without recourse against OPG.

SECTION 3 - THE RFMI PROCESS

3.1 RFMI Process Timetable

(1) The deadline for the submission of RFMI Submissions (the "**Submission Deadline**") is set out in the RFMI Data Sheet.

- (2) OPG may, without liability, cost or penalty and in its sole discretion amend the Timetable,
 - (a) for matters that are to take place on or before the Submission Deadline, at any time prior to the Submission Deadline; and
 - (b) for matters that are to take place after the Submission Deadline, at any time during the RFMI process.

(3) If OPG extends the Submission Deadline, all requirements applicable to Respondents will thereafter be subject to the extended deadline.

3.2 Questions and Communications Related to the RFMI Documents

(1) Respondents are required to submit all questions and other communications regarding the RFMI Documents and the RFMI process electronically through the Contact Person.

(2) OPG will provide Respondents with written responses to questions.

(3) OPG may, in its sole discretion, issue notices ("**Notices**") for the purpose of communicating issues of importance to the RFMI process. Such Notices are not RFMI Documents and do not amend the RFMI Documents.

3.3 Addenda to the RFMI Documents

(1) OPG may, in its sole discretion, amend or supplement the RFMI Documents prior to the Submission Deadline. OPG will only amend or supplement the RFMI Documents by Addenda that are posted to the published website. No other statement, whether oral or written, made by OPG or any OPG advisors, employees or representatives, including, for clarity, the Contact Person, or any other person, will amend or supplement the RFMI Documents. OPG may issue Addenda at any time.

(2) The Respondent is solely responsible to ensure that it has reviewed all Addenda issued by OPG. Respondents may, in writing, seek confirmation of the number of Addenda issued pursuant to the RFMI Documents from the Contact Person.

3.4 Confidentiality and Disclosure Issues

(1) *Freedom of Information and Protection of Privacy Act*

(a) Respondents are advised that OPG may be required to disclose the RFMI Documents and a part or parts of any RFMI Submission pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended from time to time ("**FIPPA**"), the *Ontario Energy Board Act*, S.O. 1998, C. 15, as amended from time to time (the "**OEB Act**"), or the Ontario Energy Board Rules of Procedure (the "**OEB Rules**"). OPG will comply with its obligations under FIPPA, the OEB Act and the OEB Rules. Respondents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their RFMI Submissions.

(b) Subject to the provisions of FIPPA, the OEB Act and the OEB Rules, OPG will use commercially reasonable efforts to safeguard the confidentiality of any information identified by the Respondent as confidential but will not be liable in any way whatsoever to any Respondent if such information is disclosed based on an order or decision of the Information and Privacy Commissioner, the Ontario Energy Board, or otherwise as required under Governing Law.

(2) OPG may provide the RFMI Submissions to any person involved in the Initiative on behalf of OPG including any of its wholly-owned subsidiaries (and each of OPG's and each such subsidiary's shareholder, directors, officers, employees, representatives, agents and advisors) and OPG may,

(a) make copies of the RFMI Submission; and

(b) retain the RFMI Submission.

(3) OPG may disclose any information with respect to Respondents, the RFMI Submissions and the RFMI process as required by the Governing Law.

(4) The Respondent will not require OPG or any of its representatives to sign a confidentiality agreement in respect of any step taken or information provided as part of the RFMI process.

3.5 OPG Confidentiality Issues

(1) For the purpose of the RFMI process, "**Confidential Information**" means all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise provided by OPG, in connection with the RFMI Documents or the Initiative whether supplied, obtained from or provided before or after the RFMI process.

(2) The Respondent agrees that all Confidential Information,

- (a) will remain the sole property of OPG and the Respondent will treat it as confidential;
- (b) will be held by the Respondent secure and in confidence using the same degree of care and security to safeguard such Confidential Information as it uses to protect its own information of like character, but in no event less than a reasonable degree of care and security, and the Respondent will use all appropriate security measures to prevent unauthorized disclosure or use of, or access to, Confidential Information;
- (c) will not be used by the Respondent for any purpose other than developing and submitting a RFMI Submission;
- (d) will not be disclosed by the Respondent to any person who is not involved in the Respondent's preparation of its RFMI Submission without prior written consent of OPG, in its sole discretion;
- (e) will not be used in any way detrimental to OPG and the Respondent will not remove or obscure any proprietary rights notices that appear on Confidential Information and copies thereof; and
- (f) if requested by OPG, will be destroyed by Respondents no later than ten Business Days after that request.

(3) Each Respondent will be responsible for any breach of the provisions of this RFMI Section 3.5 by any person to whom it discloses the Confidential Information. Each Respondent will indemnify OPG and each of its related entities and each of their respective directors, officers, consultants, employees, agents and representatives and save each of them fully harmless from and against any and all loss, cost, damage, expense, fine, suit, claim, penalty, demand, action, obligation and liability of any kind or nature (including professional fees on a full indemnity basis) suffered or incurred by any of them arising as a result of or in connection with any breach of any of the provisions of this RFMI Section 3.5 by the Respondent or by any person to whom the Respondent has disclosed the Confidential Information. Each Respondent agrees that OPG acts as trustee for each of its related entities and each of their respective directors, officers, consultants, employees, agents and representatives with respect to all rights contemplated hereunder arising in favour of a related entity or any of their respective directors, officers, consultants, employees, agents or representatives and that OPG has agreed to accept such trust and hold and enforce such rights on behalf of each such related entity and each of their respective directors, officers, consultants, employees, agents and representatives.

(4) Each Respondent acknowledges and agrees that a breach of the provisions of this RFMI Section 3.5 would cause OPG and its related entities to suffer loss that could not be adequately compensated by damages, and that OPG and its related entities may, in addition to any other remedy or

relief, enforce any of the provisions of this RFMI Section 3.5 upon application to a court of competent jurisdiction without proof of actual damage to OPG or its related entities.

(5) Notwithstanding anything else to the contrary in the RFMI Documents, the provisions of this RFMI Section 3.5 will survive any cancellation of the RFMI process and the conclusion of the RFMI process and, for greater clarity, will be legally binding on all Respondents, whether or not a Respondent submits a RFMI Submission.

(6) The confidentiality obligations of the Respondent will not apply to any information which falls within the following exceptions:

- (a) information that is lawfully in the public domain at the time of first disclosure to the Respondent, or which, after disclosure to the Respondent, becomes part of the public domain other than by a breach of the Respondent's confidentiality obligations or by any act or fault of the Respondent;
- (b) information which was in the Respondent's possession prior to its disclosure to the Respondent by OPG, and provided that it was not acquired by the Respondent under an obligation of confidence; or
- (c) information which was lawfully obtained by the Respondent from a third party without restriction of disclosure, provided such third party was at the time of disclosure under no obligation of secrecy with respect to such information.

(7) OPG may, in its sole discretion, require that Respondents execute legally binding confidentiality agreements, in a form and substance satisfactory to OPG.

3.6 Governing Law

(1) The RFMI Documents will be governed and construed in accordance with Governing Law.

- (2) The Respondent agrees that,
 - (a) any action or proceeding relating to the RFMI process will be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
 - (b) it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to the RFMI process on any jurisdictional basis, including *forum non conveniens*; and
 - (c) it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFMI Section 3.6(2).

3.7 Respondents' Costs

(1) The Respondent will bear all costs and expenses incurred by the Respondent relating to any aspect of its participation in the RFMI process, including all costs and expenses related to the Respondent's involvement in,

- (a) the preparation, presentation and submission of its RFMI Submission;

- (b) due diligence and information gathering processes;
- (c) attendance at any interviews;
- (d) preparation of responses to questions or requests for clarification from OPG;
- (e) preparation of the Respondent's own questions during the clarification process; and
- (f) review of OPG's responses to questions and other communications, Addenda and Notices;

(2) In no event will OPG be liable to pay any costs or expenses or to reimburse or compensate a Respondent under any circumstances, regardless of the conduct or outcome of the RFMI process.

SECTION 4 - RFMI SUBMISSION CONTENT AND FORMAT

4.1 Contents of the RFMI Submission

(1) Respondents should prepare and submit their RFMI Submissions to include the Submission Form attached as Schedule B – Submission Form of this RFMI and the information set out in the RFMI Data Sheet. The maximum length of the RFMI Submission, if any, is set out in the RFMI Data Sheet.

4.2 Cyber Security

(1) All information that is provided or made available to OPG by Respondents in connection with this RFMI process, including RFMI Submissions, and any media used to store or transmit such information,

- (a) will not contain, link to, invoke or communicate with, directly or indirectly, any virus, malware, worm, Trojan horse, adware, spyware, ransomware, trackware, hack tool, dialer, joke program, time lock or other contaminant (collectively, the "**Contaminants**"); and
- (b) will not directly or indirectly cause, enable or facilitate any breach, compromise, or unauthorized use of, unauthorized access to, or restriction of OPG's access to OPG's systems, networks or data.

(2) Prior to the disclosure or provision of any information to OPG in connection with this RFMI process, including RFMI Submissions, Respondents will use industry best practices to identify and effectively remove any such Contaminants and in the event of a breach of RFMI Section 4.2(1) or 4.2(2), Respondents will notify OPG within 48 hours after becoming aware of the breach, cooperate and coordinate with OPG to prevent, stop, contain, mitigate, resolve, recover from, respond to, and otherwise deal with such breach and indemnify, defend, and hold harmless OPG from and against any and all damages, liabilities, costs, and losses (including legal fees and expenses on a dollar for dollar full indemnification basis) arising therefrom or relating thereto.

SECTION 5 - SUBMISSION, WITHDRAWAL, AND MODIFICATION

5.1 RFMI Submission

(1) Each Respondent is required to submit its RFMI Submission by email to the Contact Person on or before the Submission Deadline and in accordance with the requirements set out in this RFMI Section 5.1.

(2) The following provisions of this RFMI Section 5.1(2) will apply with respect to each Respondent's submission of its RFMI Submission:

- (a) Each Respondent will include the following information in a covering letter to its RFMI Submission:
 - (i) the RFMI Title – Production of Isotopes at OPG Facilities (as set out in the RFMI Data Sheet);
 - (ii) the name and address of OPG and the name of the Contact Person;
 - (iii) the Respondent's full legal name and return address; and
 - (iv) the Submission Deadline.
- (b) For the purpose of the RFMI process, the determination of whether the RFMI Submission that is submitted is submitted on or before the Submission Deadline will be based on the electronic time and date set out in the Contact Person's email.

(3) It is the sole responsibility of the Respondent to ensure that its RFMI Submission is received by OPG on or before the Submission Deadline. OPG will confirm receipt via email.

(4) With respect to the submission of RFMI Submissions, Respondents are advised as follows:

- (a) Each Respondent must submit, electronically by email, an electronic copy of the complete RFMI Submission on or before the Submission Deadline.
- (b) By submitting a response, each Respondent acknowledges and agrees to be bound by the RFMI Rules identified in this document.

(5) A RFMI Submission that is not submitted in accordance with the requirements of this RFMI Section 5.1 may be rejected by OPG and OPG will not be under any obligation to notify the Respondent that the RFMI Submission was not submitted in accordance with the requirements of this RFMI Section 5.1.

5.2 Late RFMI Submissions

(1) OPG may, in its sole discretion, accept or reject RFMI Submissions that are submitted after the Submission Deadline.

5.3 Withdrawal of RFMI Submissions

(1) A Respondent may withdraw its RFMI Submission at any time during the RFMI process only by giving written notice to the Contact Person through email.

SECTION 6 - LEGAL MATTERS AND RIGHTS OF OPG

6.1 RFMI Not a “Bidding Contract” or a Tender

(1) Notwithstanding any other provision of the RFMI Documents, the RFMI Documents are not a tender and are not an offer to enter into either a bidding contract (often referred to as “**Contract A**”) or a contract to provide any goods and/or services (often referred to as “**Contract B**”). Except as provided in RFMI Section 3.4, neither the RFMI Documents nor the submission of a RFMI Submission by a Respondent will create any legal or contractual rights whatsoever for, or obligations whatsoever on, any of the Respondent or OPG. Except as provided in RFMI Section 3.4 and Section 3.5, no legal relationship or obligation of any kind whatsoever will be created between the Respondent and OPG.

(2) Without limiting the generality of RFMI Section 6.1(1), the following principles apply to the RFMI process:

- (a) OPG may, in its sole discretion, change, discontinue or cancel the RFMI process or change any other aspect of the RFMI Documents at any time whatsoever, including altering the Timetable;
- (b) OPG will not evaluate any RFMI Submissions in any manner and no Respondent, person or persons will be precluded from participating in any future competitive process relating to the Project by reason of the submission or non-submission of a RFMI Submission or the quality or scope of a RFMI Submission; and
- (c) there are no mandatory requirements for a Respondent or a RFMI Submission in the RFMI process.

SECTION 7 - DEFINITIONS

7.1 General

(1) In the RFMI Documents, the singular is deemed to include the plural and the plural is deemed to include the singular, except where the context otherwise requires.

(2) All references in the RFMI Documents to “discretion” or “sole discretion” means in the sole and absolute discretion of the party exercising the discretion.

(3) All references in the RFMI Documents to “days” means calendar days.

7.2 RFMI Definitions

Whenever used in this RFMI,

(1) “**Addendum**” means a written addendum to the RFMI Documents issued by OPG as set out in RFMI Section 3.3;

(2) “**Business Day**” means any day other than Saturday, Sunday, a statutory holiday in the Province of Ontario or any day on which banks are not open for business in the City of Toronto, Ontario;

(3) “**Confidential Information**” is defined in RFMI Section 3.5(1);

(4) “**Contact Person**” means the contact person listed in the RFMI Data Sheet in respect of RFMI Section 1.3(1);

- (5) **“Contaminants”** is defined in RFMI Section 4.2(1)(a);
- (6) **“Governing Law”** means the laws of Ontario and the applicable laws of Canada;
- (7) **“includes”** and **“including”** means “includes without limitation” and “including without limitation”, respectively;
- (8) **“Initiative”** is defined in RFMI Section 1.1(1);
- (9) **“Notices”** is defined in RFMI Section 3.2(3);
- (10) **“OPG”** is defined in RFMI Section 1.1(1);
- (11) **“Respondent”** is defined in RFMI Section 1.1(2);
- (12) **“RFMI”** is defined in RFMI Section 1.1(1);
- (13) **“RFMI Data Sheet”** means Schedule A – RFMI Data Sheet of this RFMI;
- (14) **“RFMI Documents”** is defined in RFMI Section 2.1(1);
- (15) **“RFMI Submission”** is defined in RFMI Section 1.1(2);
- (16) **“Submission Deadline”** is defined in RFMI Section 3.1(1);
- (17) **“Submission Form”** means Schedule B – Submission Form of this RFMI; and
- (18) **“Timetable”** is defined in RFMI Section 3.1(1).