



## CONFLICT WAIVER APPROVAL RULES

1. Terms used but not defined in these Conflict Waiver Approval Rules (the “**Rules**”) will have the meanings given in the Master Legal Services Agreement and/or any applicable Legal Representation Agreement to which these Rules form a part, as applicable (as applicable, the “**Governing Agreement**”).
2. From time to time, South Bow Corporation and its affiliated entities (including any partially owned entity where legal services are managed for that entity, collectively, “**SOBO**”) receives requests from a Firm for a waiver of a conflict that has arisen. Such requests are received in a number of ways: directly to SOBO General Counsel, through the Associate General Counsel for the relevant legal function or through Matter Supervising Counsel. SOBO appreciates that these are inevitably time-sensitive from the Firm’s perspective and the appropriate SOBO personnel endeavor to respond promptly.
3. As provided for in each Governing Agreement, future conflicts and potential conflicts must be disclosed to SOBO and can only be waived in writing (including by email) by the SOBO General Counsel or their designee as set forth below. The following approval process is to be followed in all cases:
  - a. All conflict requests will be handled by email only, with such email to be sent to Matter Supervising Counsel for internal routing among the SOBO Associate General Counsels and General Counsel.
  - b. All conflict requests should include a brief description of the proposed retainer, including the identity of the proposed client(s), a description of the nature of the potential conflict, and the proposed safeguards (which could be with reference to the “**Usual Conditions**”, defined below).
  - c. To further expedite matters, SOBO has established “**Usual Conditions**” with respect to the approval of a conflict waiver. Those conditions are understood to be the conditions upon which conflicts are usually approved and would be referred to in the approval email in shorthand form. If necessary, those Usual Conditions could be varied, but SOBO would not expect that to be the norm. The Usual Conditions are:
    - i. That no SOBO confidential information would be used or disclosed by any members of the Firm in its representation of the new client;
    - ii. The Firm will maintain appropriate ethical screens and adequate safeguards to protect the SOBO confidential information provided pursuant to the previous retainers and Legal Representation Agreements;
    - iii. The Firm’s team representing the new client will not include individuals that have represented SOBO on previous matters (excluding any individuals who represented SOBO on an unrelated matter more than two years prior to the conflict request AND for less than five hours of billed time), and the Firm will, upon request, provide confirmation to SOBO of the maintenance of such ethical screens and adequate safeguards, and the separation of such teams;
    - iv. The Firm will, from time to time, provide SOBO with such assurances as are reasonably required to evidence the Firm’s compliance with the commitments and agreements outlined in this letter.
  - d. The ultimate decision will be communicated by the Matter Supervising Counsel or a SOBO Associate General Counsel, via email only. SOBO does not require, or propose to provide, a letter indicating the approval. In the event that there are jurisdictional requirements that necessitate such a letter, SOBO relies on the Firm to advise in those circumstances.