**SCHEDULE "C"**

**Claims Protocol**

1. The mechanics of the implementation and administration of Claims for payment under the proposed settlement in the Enbridge Class Action (the "Settlement") shall be in accordance with this Claims Protocol.

2. Defined terms in the Term Sheet and Amended Amended Statement of Claim ("Claim") have the same meaning in this Claims Protocol. For further clarity, all Class Members are bound by the Settlement, while a subset of Class Members (the "Settlement Class Members") have been identified as eligible for payment under the Settlement.

3. Class Counsel's and Enbridge's preparation of this Claims Protocol and Class Counsel's representation of the Class Members generally does not in any way extend to tax inquiries or tax advice relating to the Settlement Term Sheet, or the settlement payments to Settlement Class Members. Neither Class Counsel nor Enbridge is providing tax advice to the Class or any Class Member. Settlement Class Members will be advised to seek independent tax advice.

***Payment of Settlement Amount***

4. The Settlement Amount shall be paid as follows:

(a) Enbridge shall first provide payment for Class Counsel's fees, disbursements and applicable taxes in the amount approved by the Court, from the Settlement Amount, leaving the "Net Settlement Amount";

(b) Enbridge's actuarial expert, Mercer, will use the figures in the 2025 Mercer Report and 2026 Mercer Report containing the 75% entitlement calculations for each Settlement Class Member, to calculate the final pro-rated entitlement amounts due to each Settlement Class Member from the Net Settlement Amount;

(c) and

(d) Any remaining funds in the Net Settlement Amount following all of the above payments shall be directed by *cy près* payment to the Women's Foundation.

***Submission of the Claim Form***

5. In order to receive any payment, Settlement Class Members will be required to complete and return a Claim Form to Enbridge, in the form attached as Appendix "A".

6. To receive compensation, an individual Settlement Class Member must return a Claim Form by the Claim Deadline, received within 60 days after the distribution of the Second Notice with the draft Claim Form to each Settlement Class Member. If a Settlement Class Member is deceased when the Second Notice is disseminated, a Legal Representative may complete the Claim Form on behalf of the Estate of the deceased Settlement Class Member. Enbridge will make reasonable efforts to assist such Legal Representatives by providing appropriate information to confirm their status. Reference to Settlement Class Members (or "Claimant") in the process that follows includes reference to their Legal Representative.

7. Where a person who believes they are (or are the Legal Representative for) a Settlement Class Member submits a Claim Form, Enbridge shall, within 30 days of the Claim Deadline, advise the individual either that:

(a) Enbridge does not believe the person is a Settlement Class Member eligible for a payment pursuant to the Settlement, or;

(b) Confirm that the person is a Settlement Class Member and that Enbridge will make the stipulated payment to that person.

8. If an individual is advised by Enbridge that they are not a Settlement Class Member eligible for a payment pursuant to the Settlement, such individual may bring a motion for directions to the Court for determination as to their eligibility for payment as a Settlement Class Member within 15 days of being advised by Enbridge that they are not eligible for payment. Class Counsel would not represent any such individuals and would advise them to seek independent counsel.

9. With respect to incomplete or improperly completed Claim Forms:

(a) Where a Claim Form contains minor omissions or errors, Enbridge shall correct such omissions or errors if the information necessary to correct the error or omission is readily available or obvious to Enbridge, and make the necessary determination as to eligibility;

(b) An incomplete or improperly completed Claim Form will not be grounds to deny compensation to a Settlement Class Member, unless the information provided by the Settlement Class Member allows Enbridge,

acting reasonably, to determine that the person is not eligible for a payment pursuant to the Settlement; and

(c) Enbridge will, upon receipt of any other incomplete or improperly completed Claims Form by a person who appears to be eligible for a payment pursuant to the Settlement Term Sheet, provide that form to Class Counsel, who will make reasonable efforts to contact that Settlement Class Member in order to correct any deficiencies with the Claim Form within the allotted claims period, with an extension of up to 14 days, if necessary;

(d) Enbridge will have no responsibility to investigate or verify the veracity of any sworn Claim Form submitted by a person purporting to be a Settlement Class Member, or purporting to be the sole valid Legal Representative of a deceased Settlement Class Member .

***Payment Notification and Distribution***

10. Once the process for receiving and approving all Claim Forms (including any motions to the Court for directions) is completed, or the time for submission of all Claim Forms has elapsed, within 30 days Enbridge will provide the Settlement Class Members determined to be eligible for payment pursuant to the Settlement with a statement indicating the actuarial calculation of the amount owed to them (the "Individual Statement"), on the assumption they would have been entitled to credited service for a Statutory Leave according to Enbridge records, pursuant to the calculations in the 2026 Mercer Report (as amended with respect to the Net Settlement Amount) which

determined the compensation owing to each Class Member who submits an appropriate Claim Form, including a tax gross up for those whose entitlement is likely to have a tax impact on an agreed basis.

11. The 2026 Mercer Report is based on extensive actuarial review of the records in Enbridge's possession related to Settlement Class Members and calculations reviewed by an actuary retained by Class Counsel. The calculations are based on standard actuarial practices common to calculation of pension values.

12. The Individual Statement will also include basic data related to the Settlement Class Member, including their age, pensionable income and total credited service in the Enbridge Pension Plans.

13. If a Settlement Class Member believes the basic data in the Individual Statement is incorrect, the Settlement Class Member has 15 days after receiving the Individual Statement to challenge the allegedly incorrect statement by providing documents to Enbridge which demonstrate the correct basic data, failing which the calculations are final. Enbridge will respond to the challenge within 15 days.

14. If, after a challenge is made and a response provided, the Class Member is not satisfied with the calculation, such individual may bring a motion for directions to the Court for determination as to their eligibility for payment as a Settlement Class Member within 15 days of receipt of the Enbridge response. Class Counsel would not represent any such individuals and would advise them to seek independent counsel.

15. Within 30 days following the later of the deadline for challenges to the

Individual Statements having passed, and the date on which all challenges to the Individual Statements (including any motions to the Court for directions) have been resolved, Enbridge will, subject to the election made by the approved Settlement Class Member, either deposit the amount due to that person into their banking account or mail them a cheque in the amount due.

***Tax Matters***

16. The 2026 Mercer Report includes tax gross ups where believed to be applicable. In addition, Settlement Class Members who qualify according to the Settlement will be assisted by Enbridge in filling out a Form T1198 for that person to use with CRA.

17. Neither Enbridge nor Class Counsel will have any liability for, or involvement in, the tax implications or any other impact of these payments.

***Reports to Class Counsel and Class Counsel's Monitoring Role***

18. Class Counsel will maintain oversight over Enbridge's administration and processing of claims received pursuant to this Claims Protocol. Class Counsel will provide advice and assistance to Enbridge, through its counsel, regarding this implementation and the administration generally.

19. Enbridge, through its counsel, will provide Class Counsel with ongoing reports of its progress in a form acceptable to Class Counsel, acting reasonably. Without limiting the generality of this reporting obligation, and without purporting to replace the other notices and information Enbridge has agreed to provide elsewhere in the Second Notice Plan or Claims Protocol, the reports will concern the following:

(a) the number of Settlement and other Class Members who have filed a Claim Form;

(b) the number of Legal Representatives of Settlement and other Class members who have filed a Claim Form and any concerns about their Claim Forms;

(c) details concerning any challenges made by Settlement Class Members in accordance with this Protocol; and

(d) the payments paid to approved Settlement Class Members pursuant to the Settlement, and any payments that remain unclaimed or uncashed for four (4) months following Enbridge's delivery of payment to the approved Settlement Class Member at their elected method of payment, to allow Class Counsel to follow-up as practicable.

20. Class Counsel will provide counsel for Enbridge with updates, acting reasonably, as to any contact with Class Members for the purpose of facilitating the completion of this Settlement.

***Undeliverable and Uncashed Cheques***

21. In the event that a cheque provided to any Settlement Class Member is returned as undeliverable, Enbridge will notify Class Counsel within 10 days following Enbridge's receipt of the return, to allow Class Counsel to investigate, if they so choose.

22. In the event that a cheque provided to any Class Member is uncashed after six months, the cheque will be considered stale, and Enbridge and Class Counsel will have no further obligation to that person under this Plan.

23. Within 30 days after the stale date for the last cheque distributed, if there remains any amount of the settlement funds stipulated by the 2026 Mercer Report, those monies will be donated by Enbridge by way of a *cy près* distribution to the Women's Foundation pursuant to the Settlement.

***Final Report***

24. Within 30 days of the date of distribution of the *cy près* payment (or the date upon which both parties agree that no such distribution is required), Enbridge will provide Class Counsel with a final report indicating the amounts paid to Class Members and, if applicable, the amount paid by *cy près* payment to the Women's Foundation. The report shall be a report as required by section 26(10) of the *Class Proceedings Act, 1992*. Counsel shall together take all necessary steps to ensure that the reporting requirements to the court are adhered to as set out in statute.