

## INTERCOMPANY SERVICES AGREEMENT

This **Services Agreement** (“**Services Agreement**”) is made effective as of October 2, 2023 (the “**Effective Date**”), by and among NorthWestern Energy Group, Inc., a Delaware corporation (“**NWE**”) and the direct or indirect subsidiaries of NWE identified on **Schedule A** to this Services Agreement (the “**NWE Subsidiaries**”). NWE and the NWE Subsidiaries are referred to collectively as the “**Parties**” and each individually as a “**Party**.”

**WHEREAS**, NWE owns all or substantially all of the equity interests in the NWE Subsidiaries within the NWE holding company system;

**WHEREAS**, the Parties from time to time may require services in connection with utility-related operations, general and management services, and ensuring that assets and equipment are maintained and perform in accordance with good utility practice;

**WHEREAS**, the Parties agree that the provision of such services internally among companies within the same holding company system may result in lower operating costs through increased efficiency, sharing of resources, and economies of scale, thereby creating benefits for customers;

**WHEREAS**, the Parties desire and are willing to provide, or cause to be provided, such needed services to or from one another;

**WHEREAS**, the Parties expect that NorthWestern Corporation, which employs all or substantially all of the employees in the NWE holding company system, will provide a majority of the services under this Services Agreement, but that in some circumstances other Parties may also provide services to each other;

**WHEREAS**, in recognition of the fact that ascertaining a market value for such needed services would be speculative, the Parties are willing to provide, or cause to be provided, those services to or from one another at “fully loaded cost,” as defined herein;

**WHEREAS**, the Parties agree that such costs for services shall be assigned or allocated to the appropriate companies within the NWE holding company system consistent with applicable cost allocation methodologies and cost allocation manuals; and

**WHEREAS**, the Parties desire to enter into this Services Agreement whereby each Party may agree to provide various services to another Party, as described herein.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## ARTICLE I Services

**1.1 The Services.** Each Party shall provide to the other Party any Services, as defined further below, on an as-needed basis (in each such case, the Party providing Services, “**Provider**,” and the Party receiving such Services, “**Recipient**”).

**1.2 Services Defined.** The “**Services**” provided hereunder shall collectively include (a) all services required or appropriate for the design, planning, construction, acquisition, disposition, operation, engineering, maintenance and management of each Recipient’s business and properties, (b) corporate support services, including corporate oversight, governance, support systems and personnel in respect of payroll, shareholder, financial accounting and reporting, human resources, treasury, tax, records management, pension and benefits management, legal, corporate secretarial, internal audit, corporate security, governmental affairs, executive management, risk management, community relations, communications, procurement, information technology, billing and collection, accounts payable and facility management services, (c) additional services as set forth on **Schedule 1.1** hereto and (d) any service, non-power good, asset, property, employee, right, interest, thing or item of value that a Party may request or require from time to time from another Party.

**1.3 Right to Refuse.** Provider shall have the right, in its sole discretion, to refuse to provide or furnish any Services requested pursuant to this Services Agreement. Refusals of requests by Provider under this Services Agreement shall not terminate all or any portion of this Services Agreement.

**1.4 Cooperation; Information and Access.** The Parties will cooperate in good faith in all matters relating to the provision and receipt of the Services. Without limiting the generality of the foregoing, each Party will provide in a timely manner all information and access to facilities required or reasonably requested by the other Party in connection with providing the Services.

**1.5 Additional Resources.** In providing the Services, Provider is not obligated to (a) hire any additional employees, (b) maintain the employment of any specific employee or (c) purchase, lease or license any additional equipment or materials.

**1.6 Legal Advice.** The Parties agree and acknowledge that any legal advice or legal services provided, or arranged to be provided, by or on behalf of Provider hereunder will be for the direct or indirect benefit or common interest of both Parties, and it is therefore the intention of the Parties hereto to maintain all privileges that may apply to any communications related to the provision or receipt of such legal advice or services.

## ARTICLE II Term and Termination

**2.1 Term.** This Services Agreement will commence on the Effective Date and, unless earlier terminated in accordance with Section 2.2, will continue until the second (2nd) anniversary of the Effective Date (the “**Initial Term**”). After the Initial Term, this Services Agreement, unless earlier terminated in accordance with Section 2.2, will automatically renew for successive one-year terms (each, a “**Renewal Term**”).

**2.2 Termination.** Either Party may terminate this Services Agreement at any time, including during the Initial Term or any Renewal Term, by providing not less than six (6) months' written notice of termination. Upon termination of this Services Agreement, neither Party will have further obligations hereunder with respect to the Services; *provided, however*, that notwithstanding such termination or the termination of this Services Agreement, (a) each Party will remain liable to the other for all amounts payable in respect of the Services provided prior to the effective date of such termination and (b) the provisions of Articles II, IV, V, VI and VII of this Services Agreement will survive any such termination indefinitely.

### **ARTICLE III Compensation**

**3.1 Fee for Services.** For any provision of Services, Recipient will compensate Provider at the fully-loaded cost for the Services. The Parties agree that the cost for such Services shall be reasonably determined by Provider and in accordance with this Section 3.1 and all applicable laws and federal and state regulatory requirements.

For this purpose, the "fully loaded cost" generally includes direct and indirect costs in relation to the Services provided, which can include, if applicable, but is not limited to, cost of salaries and wages, office supplies and expenses, third party vendor costs, property insurance, injuries and damages, employee pensions and benefits, taxes, miscellaneous general expenses, rents, maintenance of structures and equipment, and if necessary, compensation for use of capital. Provider shall maintain reasonable supporting documentation in connection with its charges to provide the Services.

Notwithstanding anything herein to the contrary, the price of the Services and the allocation factors and costs assignments used herein shall comply with all applicable rules and regulations of the Federal Energy Regulatory Commission (the "**FERC**"), all other "state commissions" as defined in 18 C.F.R. § 1.101(k), and the provisions of any applicable cost allocation manuals filed from time to time with applicable state commissions.

### **3.2 Billing and Payment.**

**3.2.1** On the schedule provided in any filed cost allocation manual(s) adopted by the Parties, or as otherwise mutually agreed to in writing by the Recipient and Provider, a Provider who is owed funds will provide Recipient with a written invoice for all Services rendered for the prior month just ended, net of any amounts owed by Recipient to Provider under this Services Agreement. The invoice shall include summary information regarding the Services, including any netted amounts, and the components of the charges for the Services as may be reasonably requested by the Recipient.

**3.2.2** Recipient agrees to pay all of the applicable undisputed charges for Services on the schedule provided in any filed cost allocation manual(s) adopted by the Parties, or such other timeframe mutually agreed to in writing by the Provider and Recipient, after the date on which an invoice for charges for Services is delivered (the "**Payment Date**").

**3.2.3** Notwithstanding the foregoing, if Recipient in good faith disputes any invoiced charge, Recipient shall pay the undisputed portion of the invoice and payment of the disputed charge shall be made only after mutual resolution of such dispute by the Parties. Additional interest shall not accrue on any amount in dispute, and no default shall be alleged until after the relevant Payment Date.

**3.3 Sales and Use Taxes.** To the extent required, when acting as Provider, each Party will collect from the other Party all state and local sales and use taxes, if any, in respect of the Services and will timely remit such taxes to the appropriate state and local tax authorities.

**3.4 Dispute Resolution.** In the event that a dispute arises among any of the Parties regarding the costs charged for Services hereunder, representatives of the applicable Parties will attempt to resolve the issues. Unresolved disputes regarding costs or any other claim or dispute related to this Services Agreement shall be resolved by binding arbitration by the American Arbitration Association under its Commercial Arbitration Rules. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction.

**3.5 Records Inspection.** During the term of this Services Agreement and for a period ending on the fifth (5th) anniversary of the termination of the applicable Service, each Party shall keep such books, records and accounts as are reasonably necessary to verify the calculation of the fees and related expense for Services provided hereunder. The Parties agree to provide each other with documentation supporting any amounts invoiced pursuant to Section 3.2 from time to time as may be reasonably requested. Each Party shall have the right to review such books, records and accounts at any time during normal business hours upon reasonable written notice, and the reviewing Party agrees to conduct any such review in a manner so as not to unreasonably interfere with the other Party's normal business operations. If the Parties agree that the amount of any invoice should be adjusted as a result of such review, the amount of the adjustment shall be promptly paid or reimbursed.

## **ARTICLE IV**

### **Performance Standards; Disclaimer; Remedies**

**4.1 Performance Standards.** Each Party agrees to use commercially reasonable efforts to provide the Services in scope, quality and schedule equivalent to those it provides in respect of its own internal operations. The Parties shall provide Services in accordance with the practices, methods, standards, guides, policies and procedures in effect from time to time which, as applicable, will be consistent with those that are generally accepted in the electric and natural gas utility industry, and shall comply with all applicable federal, state and local laws, regulations, ordinances and other requirements in the provision of Services.

**4.2 Compliance with Policies and Agreements.** In connection with the Services, Provider shall comply with (a) all applicable policies and procedures of Recipient and (b) all applicable terms and conditions of any third-party agreements pursuant to which Recipient receives Services, including terms and conditions preserving the confidentiality and security of proprietary information of vendors.

**4.3 Confidentiality.** Each Party shall treat in confidence all information that it may obtain from or regarding the other Parties and their respective businesses and customers during the term of this Services Agreement. Each Party agrees to protect the other Parties' information using the same degree of care which it uses to protect its own confidential information, and in no event less than reasonable care, and in compliance with the relevant rules and decisions of applicable state commissions. Except to the extent that disclosure of such information is requested by a governmental authority having jurisdiction, such information shall not be communicated to any person other than the Parties and their respective officers, directors, employees, subcontractors, advisors, representatives and agents in connection with the performance of the Services and the administration of this Services Agreement. If a Party is requested to disclose confidential information to a governmental authority, such Party shall take reasonable steps to make any such disclosure confidential under the rules of such governmental authority. Information provided hereunder shall remain the sole property of the Party providing such information. Except as otherwise provided by the relevant rules and decisions of applicable state commissions with respect to customer information, the requirements of this Section 4.3 shall not apply with respect to information that (a) is or becomes available to such Party from a source other than the Party providing such information, unless such other source has imposed confidentiality restrictions or (b) is or becomes available to the public other than as a result of disclosure by such Party or its agents.

**4.4 Disclaimer of Warranties.** EXCEPT AS OTHERWISE SET FORTH HEREIN, THE PROVIDER OF A SERVICE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES.

**4.5 Indemnification.** The Recipient of a Service agrees to indemnify and hold harmless the Provider of that Service and its respective directors, officers, employees, agents and representatives from and against any and all losses, liabilities, damages, costs and expenses (collectively, "Losses") arising out of, or resulting from, the provision of the relevant Service hereunder, other than Losses arising or resulting from such Provider's gross negligence or willful misconduct.

**4.6 Limitation of Liability.** IN NO EVENT WILL THE PROVIDER OF A SERVICE BE LIABLE TO THE RECIPIENT OF A SERVICE FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION OR OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, ARISING FROM SUCH PROVIDER'S PERFORMANCE OF, OR RELATING TO, THE PROVISION OF SERVICES OR THIS SERVICES AGREEMENT.

## **ARTICLE V**

### **Relationship Among the Parties**

**5.1 Independent Contractor.** The relationship of Provider to Recipient under this Services Agreement is that of an independent contractor in connection with the provision of the Services by Provider. Provider will be solely responsible for the payment of any employment-related

costs or taxes in respect of the provision of the Services (except to the extent such costs or taxes are taken into account in determining Provider's compensation under Section 3.1, above).

**5.2 Appointment as Agent.** Subject to this Services Agreement, each Party when acting as Recipient hereunder agrees to appoint the other Party, and employees of such other Party, when acting as Provider hereunder, as agents in connection with the performance of Services, which includes the authority to vote, sign or take similar actions that bind the Party acting as Recipient. Each Party when acting as Recipient also authorizes the other Party when acting as Provider to conduct operations on its behalf, to purchase (*i.e.*, take title to) various commodities, goods and assets in connection with its performance of Services hereunder, and to resell (*i.e.*, convey title to) such commodities, goods and assets if necessary in the course of performing Services hereunder, in each case, with the provision of Services to be at the fully loaded costs incurred by Provider pursuant to the methodologies prescribed herein. For the avoidance of doubt, this Services Agreement does not govern or provide the terms, rates, or conditions of any utility service, including any sale of power or electric transmission.

**5.3 Subcontractors.** Provider may engage one or more subcontractors to provide all or any portion of the Services and may arrange for the services of nonaffiliated experts, consultants, attorneys and other third parties in connection with the performance of any of the Services, *provided* that Provider remains directly responsible for its obligations hereunder.

## **ARTICLE VI** **Representations and Warranties**

**6.1 Authority.** Each Party has the right, power, and authority to enter into and perform its obligations under this Services Agreement.

**6.2 Material Violations.** The fulfillment of obligations hereunder will not constitute a material violation of any existing applicable law, rule, regulation, or order of any governmental authority. The Parties acknowledge that all or portions of this Services Agreement may be challenged before regulatory agencies or a court of competent jurisdiction by other persons or entities not Parties hereto. In such event, the Parties agree that each will use its reasonable best efforts before such agencies and courts to support the pursuit and accomplishment of the Parties' mutual endeavors hereunder.

## **ARTICLE VII** **Miscellaneous**

**7.1 Amendment and Modification.** This Services Agreement may be amended, modified or supplemented only by written agreement of the Parties. Any such amendment, modification or supplement shall not become effective until receipt of any required approvals or waivers by, or satisfaction of any notice requirements of, the applicable state commissions; *provided*, that the Parties may mutually agree to amend **Schedule 1.1** from time to time to reflect the addition or removal of Services. Such mutually accepted changes to **Schedule 1.1** shall be deemed to update such schedule(s) without the need to formally amend this Services Agreement or for either Party to take any further action; *provided further*, that any direct or indirect subsidiary of NWE, of which all or substantially all of the equity interests therein are owned directly or indirectly by NWE, may become a Party to this Services Agreement and listed as such on **Schedule A** by execution of a

joinder, agreeing to become a Party to this Services Agreement and to be bound by all of the terms, covenants, and conditions set forth in this Services Agreement.

**7.2 Waiver of Compliance; Consents.** Except as otherwise provided in this Services Agreement, any failure of any Party to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

**7.3 Assignment.** No Party may assign this Services Agreement, in whole or in part, without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed; *provided, however*, that a Party may assign this Services Agreement to a parent or subsidiary entity, or as part of a consolidation, merger or sale of all or substantially all of its assets, without prior written consent.

**7.4 Governing Law.** This Services Agreement is governed by and construed in accordance with the laws of the State of Montana as to all matters (regardless of the laws that might otherwise govern under applicable principles of conflicts of law), including but not limited to matters of validity, construction, effect, performance and remedies; *provided, however*, that neither Party shall be required to comply with this Services Agreement to the extent such compliance would be a violation of the public utility laws of any state in which such Party conducts its state-regulated utility operations.

**7.5 Force Majeure.** Provider shall be excused for any failure or delay in performing any of its obligations under this Services Agreement if such failure or delay is caused by any reason beyond its control, including, without limitation, acts of God, regulatory or judicial delay or injunction, flood, storm, strikes, war, fire, explosion, insurrection, labor troubles, riots, government requirement, civil or military authority, earthquakes, acts or omissions of transportation companies, loss of power, technical failure of software or hardware or other similar causes beyond its control.

**7.6 Severability.** The provisions of this Services Agreement will be deemed severable, and the invalidity or unenforceability of any provision in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability, and will not affect the validity or enforceability of that or any other provision in any other jurisdiction. If any provision of this Services Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable in any jurisdiction, (a) a suitable and equitable provision will be substituted for the invalid or unenforceable provision in order to carry out in that jurisdiction, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and (b) the remainder of this Services Agreement, and the application of that provision to other persons or circumstances or in other jurisdictions, will not be affected.

**7.7 Entire Agreement.** This Services Agreement will be a valid and binding agreement of the Parties only if and when it is fully executed and delivered by the Parties, and until such execution and delivery no legal obligation will be created by virtue hereof. This Services Agreement, together with any attachments hereto (which are incorporated herein by this reference), embodies the entire agreement and understanding of the Parties hereto in respect of the provision of Services among the Parties. There are no restrictions, promises, representations, warranties, covenants or

undertakings in respect of the Services contemplated by this Services Agreement other than those expressly set forth or referred to herein. This Services Agreement supersedes all prior agreements and understandings among the Parties with respect to such Services.

**7.8 Delivery.** This Services Agreement may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by electronic mail or facsimile transmission with the same force and effect as the exchange of original signature pages.

**7.9 No Third-Party Beneficiary.** The Parties agree that there is no third-party beneficiary of this Services Agreement and that the provisions of this Services Agreement do not impart enforceable rights to anyone who is not a Party.

**7.10 Notices.** Any written notice required or permitted under this Services Agreement shall be deemed to have been duly given on the date of receipt, and shall be either delivered personally to the Party to whom notice is given, or delivered to the Party to whom notice is to be given by email, facsimile, courier service or mailed to the Party to whom notice is to be given by first-class registered or certified mail, return receipt requested, postage prepaid. All notices under this Services Agreement shall be provided to the Party to whom notice is given in care of both the NWE corporate secretary and NWE controller at the addresses indicated below.

**Corporate Secretary:**

Timothy P. Olson, Corporate Secretary  
NorthWestern Energy  
3010 West 69th Street  
Sioux Falls, South Dakota 57108

**Controller:**

Jeffrey B. Berzina, Controller  
NorthWestern Energy  
3010 West 69th Street  
Sioux Falls, South Dakota 57108

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the Parties have caused this Services Agreement to be signed by their respective duly authorized officers to be effective as of the Effective Date.

**NorthWestern Energy Group, Inc.**

By:   
Name: Brian B. Bird  
Title: President and Chief Executive Officer

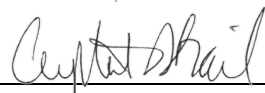
**NorthWestern Corporation**

By:   
Name: Brian B. Bird  
Title: President and Chief Executive Officer

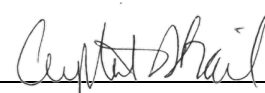
**NorthWestern Energy Public Service Corporation**

By:   
Name: Brian B. Bird  
Title: President and Chief Executive Officer

**NorthWestern Energy Solutions, Inc.**

By:   
Name: Crystal D. Lail  
Title: President

**NorthWestern Services, LLC**

By:   
Name: Crystal D. Lail  
Title: Chief Financial Officer & Treasurer

[signatures continue]

**Risk Partners Assurance, LTD**

By:   
Name: Brian B. Bird  
Title: Director and Deputy Chair

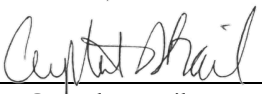
**Canadian-Montana Pipe Line Corporation**

By:   
Name: Brian B. Bird  
Title: Chief Executive Officer

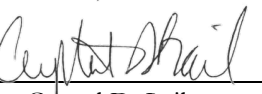
**The Clark Fork and Blackfoot, L.L.C.**

By:   
Name: Brian B. Bird  
Title: President and Chief Executive Officer

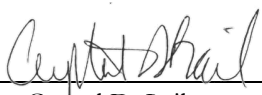
**Lodge Creek Pipelines, LLC**

By:   
Name: Crystal D. Lail  
Title: Treasurer

**Willow Creek Gathering, LLC**

By:   
Name: Crystal D. Lail  
Title: Treasurer

**Havre Pipeline Company, LLC**

By:   
Name: Crystal D. Lail  
Title: Treasurer

## **Schedule A**

### **NWE Subsidiaries**

#### **Direct Wholly-Owned Utility Subsidiaries of NWE**

- NorthWestern Corporation, a Delaware corporation
- NorthWestern Energy Public Service Corporation, a South Dakota corporation

#### **Direct Wholly-Owned Non-Utility Subsidiaries of NWE<sup>1</sup>**

- NorthWestern Energy Solutions, Inc., a Delaware corporation
- NorthWestern Services, LLC, a Delaware corporation
- Risk Partners Assurance, LTD, a Bermuda limited company

#### **Utility-Related Subsidiaries of NorthWestern Corporation<sup>2</sup>**

- Canadian-Montana Pipe Line Corporation, a Canada corporation
- The Clark Fork and Blackfoot, L.L.C., a Montana corporation
- Lodge Creek Pipelines, LLC, a Nevada corporation
- Willow Creek Gathering, LLC, a Nevada corporation
- Havre Pipeline Company, LLC, a Texas corporation.

<sup>1</sup> NWE's direct wholly-owned non-utility subsidiaries hold certain immaterial run off insurance claims or passive investments in energy industry funds. Each of these entities requires *de minimis* services, and total assets of these non-utility subsidiaries is less than 0.3% of NWE's consolidated assets.

<sup>2</sup> These subsidiaries of NorthWestern Corporation are primarily engaged in utility-related natural gas gathering and transportation within Montana.

## **Schedule 1.1**

### **Description of the Services**

Descriptions of different categories of Services are set forth below, which may be modified pursuant to **Section 7.1** of this Services Agreement. The descriptions below (i) shall not be limiting, but instead shall be broadly construed to include all associated, related or similar services and (ii) do not necessarily cover all of the Services to be provided between the Parties under the Services Agreement.

- Coordination, planning, operation and maintenance of utility systems
- Engineering, design, and construction services, including, without limitation, design and monitoring of electric distribution and/or transmission lines, gas distribution and/or transmission lines, electric substations and/or generation facilities, gas pumping stations, gas storage facilities, and other construction contracts
- Labor and employment-related services, including staffing services, employee evaluation and training, employee communications and workforce management
- Labor relations, including with respect to union employees and representatives
- Payroll services
- Leadership management and development services
- Compensation (including bonus and incentive) programs, policies, management and administration services
- Regulatory and regulatory compliance services
- Siting and land acquisition services
- Mapping and drafting services
- Customer billing and accounts receivable services
- Environmental services, including permitting, reporting, testing, selection and management of outside consultants and advisors and remediation management
- Corporate secretarial services, including entity formation, maintenance, termination and record-keeping
- Corporate oversight and governance matters, including board of director and shareholder services
- Code-of-conduct and corporate ethics programs, policies and enforcement services
- Legal liability assessment services, including litigation management services
- Executive and employee benefits planning and administration
- Internal audit services
- Investor relations
- Internal and external communications
- Community relations
- Corporate finance services
- Budgeting

- Insurance and risk management services, including the hiring and management of insurance advisors
- Credit services, including collateral management services
- Accounting services
- Tax planning and reporting and other tax-related services
- Treasury services, including cash management services
- Accounts payable and cashier services
- Legal services, including outside counsel hiring and management
- Contract management and administration services
- Document retention and management services
- Account management services
- External reporting services, including with respect to SEC, FERC, Nasdaq and other governmental reporting requirements
- Corporate security services
- Safety programs, policies and services
- Governmental affairs
- Corporate development and strategic planning
- Mail and postage services
- Travel and expense reimbursement services
- Document processing services
- Facility services, including maintenance, housekeeping, decorating, grounds keeping and janitorial services
- Receptionist and secretarial services
- Capital expenditure planning, budgeting and project-management
- Purchasing and other procurement services
- IT and telecommunications services, including IT system planning, support and training, and the procurement and support of personal computers and related network and software applications
- Internet, intranet and website development, support and related services
- Intellectual property management, protection and maintenance services
- Marketing and promotional services
- Diversity programs, policies and services
- The selection and hiring of outside consultants, advisers and service providers
- Real estate and facilities services, including use of space owned or leased by provider