



General Terms and Conditions for the provision of services at Moeve Chimie Bécancour Inc.

1. PURPOSE

The purpose of these general terms and conditions (the "Terms") is to establish the general terms and conditions governing the relationship between MOEVE Chimie Bécancour Inc. ("MCBC") and the Supplier for the performance of work or the provision of services ("Services"), whether in the form of contracts or orders.

2. SCOPE

- 2.1. The parties agree that these Terms apply to any project that is the subject of a contract between MCBC and the Supplier or an order placed by MCBC with the Supplier (a "Project").
- 2.2. Any derogation or modification from any of the provisions of these Terms and Conditions is only valid when it is approved and evidenced in writing duly signed by MCBC and the Supplier. Any exceptions so approved and recorded in writing apply only to the Project provided for in writing and may not be extended to other previous or subsequent Projects.
- 2.3. Under no circumstances shall the Supplier's terms and conditions apply. Similarly, any conditions, specifications or similar terms that the Supplier may include in any delivery note, invoice or, in general, any document exchanged between the parties in connection with the Project that would be contradictory to the provisions of these Terms shall not be applicable, subject to paragraphs 4.6 and 4.7 of the Terms.

3. OFFER OF SERVICES

- 3.1. Supplier will submit its offer of services in accordance with the provisions of the corresponding invitation to tender published by MCBC. MCBC reserves the right to accept or reject the offer without this giving rise to any compensation for the Supplier.
- 3.2. Unless otherwise provided in the invitation to tender published by MCBC, any bid submitted by the Supplier is valid for thirty (30) days from the date of its receipt by MCBC. MCBC will not bear any costs in connection with the submission of the offer by the Supplier.

4. FORMALIZATION OF ORDERS AND CONTRACTS

- 4.1. All Suppliers must be registered on the online registration and approval platform, prior to the formalization of any contract or order and as agreed in the commitment in [Appendix A](#).
- 4.2. The offers accepted by MCBC will be formalized by means of a contract or a corresponding order. Any changes to the terms and conditions of the offer are only valid to the extent that they are in writing, validated and signed by MCBC and the Supplier.
- 4.3. Contracts or orders sent by MCBC shall be deemed to be tacitly accepted by the Supplier unless

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written notice to the contrary is received by MCBC within seven (7) days of the date of submission.

4.4. For clarity, with the exception of offers duly accepted by MCBC, no Service shall be deemed to be requested by MCBC from a Supplier and, accordingly, no fees or other remuneration of any form whatsoever shall be due or payable by MCBC to the Supplier.

4.5. Acceptance of the order by the Supplier also implies acceptance of these Terms, which form an integral part of it. Likewise, the total or partial performance of the Services by the Provider implies acceptance of these Terms and Conditions and the order placed.

4.6. The Contract Documentation includes the following documents (the "Contract Documentation"):

- a. The accepted contract or order under which the award is formalized;
- b. Technical standards or specifications, if applicable;
- c. The quality plan, if applicable;
- d. Special conditions, if any;
- e. The Terms.

4.7. In the event of any discrepancy between the documents in the Contractual Documentation, precedence will be determined according to the order in which they are listed above, unless otherwise specified by MCBC.

5. TERMS OF SERVICES

5.1. The Services will be provided in accordance with the provisions of the Contractual Documentation, without the possibility of modification by the Supplier without the written consent of MCBC. In addition, the Supplier undertakes to perform and ensure that its employees and subcontractors authorized by MCBC perform the Services competently, prudently, and diligently, according to the rules of the trade and in accordance with the terms and conditions set out in these Terms.

5.2. The contract or order must specify the time frame for performance of Services as well as the terms and conditions of the provision of the Services and must list the documents included in the Contractual Documentation for the provision of the Services.

5.3. MCBC may modify the time limit for the performance of the Services or order the suspension thereof at any time. In the latter case, MCBC must inform the Supplier of the estimated duration of the suspension period.

5.4. MCBC and the Supplier will then jointly set a new deadline for performance and mutually agree on the consequences of the suspension, if any.

6. ALLOCATION OF RESOURCES



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6.1. The Supplier, in its capacity as an independent contractor and in fulfilling its obligations, will ensure that its personnel comply with the provisions of these Terms. To this end, the Supplier will organize the work and distribute the tasks of its personnel appropriately and in a manner that ensures the best planning, coordination, and supervision of the Services. The Supplier is also obliged to provide all material and human resources necessary for the provision of the Services.

6.2. If the nature of the Services so requires, MCBC will grant the Supplier access to its premises and facilities in order to enable it to provide the Services, subject to the Supplier's agreement to comply with all MCBC's internal security procedures.

7. INDEPENDENT CONTRACTOR

7.1. The Supplier, as an independent contractor, will provide the necessary personnel with the necessary qualifications, competence, and experience to perform the Services. Such personnel shall be under the control and direction of the Supplier.

7.2. The Supplier shall be responsible for the payment of salaries and other expenses resulting from the performance of the Services, including any expenses related to the performance of any outsourced services as set forth in Schedule A, in accordance with the requirements of the applicable labor laws regarding such Services. It is agreed that the Supplier, its employees and authorized subcontractors shall not act as an employee, representative or agent of MCBC, it being understood that MCBC assumes no liability whatsoever with respect to them for salaries, fees, holidays, contributions and deductions at source or any other benefits, which are the sole responsibility of the Supplier.

8. COMPLIANCE WITH APPLICABLE LAWS

8.1. The Supplier undertakes to comply with all labor obligations with regard to its personnel and all general obligations relating to taxation, administration and occupational health and safety as well as those concerning the prevention of occupational risks for which it is the obligated principal within the meaning of the law in force.

8.2. The Supplier undertakes to comply with, and to ensure that its employees, as well as its duly authorized subcontractors, comply with *the Contractor Control Procedure PG-008* in Appendix B regarding the access of persons and vehicles to MCBC's facilities. More specifically, the Supplier shall provide MCBC with any documentation that may be requested in accordance with the terms of the said procedure.

8.3. In the event of non-compliance with any of the aforementioned obligations, MCBC reserves the right to withhold any amounts due and any outstanding payments, until such obligations are fulfilled.



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8.4.The Provider hereby declares that the personal information contained in the information provided has been obtained lawfully and warrants that such data has been obtained in accordance with the requirements of applicable law on the protection of personal information. The Supplier further represents that it has obtained the express informed consent of the data subjects to transfer their information to MCBC and has informed them of the purpose of the use of the information collected and of other issues addressed in applicable privacy laws.

9. PREVENTION OF ACCIDENTS

9.1.The Supplier undertakes to respect and ensure that all workers assigned to the Services comply with applicable occupational health and safety laws, standards, and recommendations. In addition, the Supplier undertakes to comply with the security measures included in any prevention program that MCBC has agreed to comply with third parties, and which are brought to the attention of the Supplier.

9.2.MCBC will provide the Supplier with a written risk assessment of the facilities in which the Services are provided. Likewise, MCBC will provide the Supplier with any other information relating to the risks inherent in its activities as well as the necessary and appropriate instructions for protection and prevention, as well as the measures applicable in the event of an emergency, all with reference to the facilities.

9.3.The Supplier shall take into account the information and instructions received regarding the risk assessment and prevention program relating to the Services and undertakes to transmit such information and instructions to each of the workers responsible for providing the Services, as well as to the companies and independent contractors that may be subcontracted by the Supplier, if this possibility is authorized by MCBC.

9.4.Upon request, the Supplier shall provide a risk assessment report for the Subcontracted Service, demonstrate to MCBC that it has implemented MCBC's instructions on protection and prevention and has provided the necessary information to each of the workers assigned to the Services and has given them the necessary training corresponding to the risks arising from the Services.

9.5.In addition to the provisions of the preceding paragraph, the Supplier shall provide any other appropriate documentation in this regard, as set out in *Contractor Control Procedure PG-008* in Appendix B regarding the access of persons and vehicles to MCBC's facilities.

9.6.Where necessary due to the nature of the Services to be performed, the Supplier shall provide its personnel with the necessary protective equipment, including work clothing appropriate to the activity.

9.7.Each member of the Supplier's personnel assigned to the provision of the Services must be at least 18 years of age.

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9.8. Each member of the Supplier's personnel assigned to the provision of the Services must have reviewed MCBC'S video on security concepts and procedures and all other relevant material prior to the commencement of the provision of the Services.

10. RECEPTION OF SERVICES

10.1. Reception of services

10.1.1. Where the Services consist of the provision of services, after each service rendered, the Supplier shall obtain approval from MCBC that the service has been rendered in accordance with MCBC's expectations, as well as confirmation of the completion of the performance of the service and collect feedback from MCBC.

10.1.2. The confirmation of the end of the service will take into account any correction of any defects and the collection of waste and tools from the work area, which must be left clean and tidy. The Supplier shall be liable for any incident, including accidents that may occur as a result of a failure to comply with the provisions of this section.

10.2. Acceptance of the works

10.2.1. Where the Services consist of the performance of work, the acceptance of the work in question shall be carried out in accordance with the terms and conditions set out in this article.

10.2.2. In the event that MCBC refuses a Service for a valid reason, the Service shall be deemed not to have been provided, unless MCBC and the Supplier agree otherwise in a signed writing.

i. Reception

Where the Supplier considers that the work has been carried out, it shall notify MCBC in writing. If the work complies with the provisions of the Contractual Documentation, MCBC shall, within fifteen (15) days of receipt of the Supplier's notice, issue a certificate of acceptance indicating the date on which the work on the work was completed (the "**Acceptance Certificate**"). The Acceptance Certificate must be signed by the representatives of the parties.

If the quality of the work is not to MCBC's satisfaction or if repairs are in progress, the defects must be recorded in a list of defects, and a reasonable period of time must also be set for the supplier to make corrections or repairs.

Once the corrections or repairs have been made, MCBC will have a further fifteen (15) days to issue the Acceptance Certificate. If the Supplier has not carried out the corrections or repairs within the deadlines set out in the list of defects, these will be carried out directly by MCBC, at the risk and expense of the Supplier, unless otherwise agreed between the parties. These charges will be accepted by the Supplier, who is not entitled to make claims in this regard.

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In the event that MCBC carries out the repairs or corrections directly, once they have been carried out, MCBC will issue the Acceptance Certificate, giving it a period of ten (10) calendar days for signature.

The issuance of the Acceptance Certificate does not relieve the Supplier of any subsequent obligations under the established warranties.

ii. Warranty Period

Unless otherwise specified in the order or contract, the warranty period shall be in accordance with the terms set forth in Schedule A (the "Warranty Period"). In the absence of any warranty period in Schedule A, for a reasonable period of time from the date of issue of the Acceptance Certificate.

During the warranty period, the Supplier undertakes to carry out promptly, at no cost to MCBC, all necessary repairs and corrections resulting from improper execution of the work. The warranty period is interrupted for the duration of the repairs and corrections. Once completed, these will in turn be covered by another warranty according to Schedule A.

11. PRICES

11.1. The prices set out in the contracts or formalized purchase orders are either fixed or subject to revision and include, in all cases, the costs of performing the Services, as well as overhead costs (the "**Price**"). All prices must be broken down into the Supplier's offer.

11.2. The Price also includes all the factors, circumstances and characteristics of the study and the implementation of the project. Therefore, the Supplier is not entitled to claim any additional costs, reimbursements, or indemnities.

12. PAYMENT AND INVOICING TERMS

12.1. Payments will be made upon presentation of the appropriate invoice by the Supplier, in accordance with the payment steps defined in the contract or order.

12.2. All invoices must contain information identifying the Supplier and MCBC in accordance with legal requirements, details of the Services rendered as well as the order or contract number.

12.3. The Supplier must forward all invoices to the following address:

PayablesCQB@MOEVEchemicals.com

12.4. MCBC undertakes to pay the Supplier's invoices according to the established terms of payment,



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following receipt of said invoices.

13. TAXES

13.1. The Supplier is responsible for the payment of any taxes arising from its activity, in accordance with the laws in force. Supplier shall include in its invoices, if applicable, applicable provincial and federal taxes and shall comply with all material or formal obligations under applicable tax laws and regulations. Under no circumstances will MCBC be liable for any taxes or taxes on the Supplier's income, payroll, capital, share capital or property, nor for any taxes calculated on the basis thereof.

13.2. In the case of non-resident Suppliers, the corresponding deduction will be applied to the invoice amount in accordance with applicable laws. In the event that a double taxation treaty is applied, the Supplier shall provide, prior to the date of payment of any invoice, and on an annual basis, a certificate of tax residence issued by the country of residence, with express reference to the applicable treaty and valid for a period of one (1) year from the date of issue.

14. SUPPLIER REPRESENTATIONS AND WARRANTIES

14.1. Representations and warranties:

The Supplier represents to MCBC that:

- The Services rendered meet the requirements, deadlines, specifications and any other description specified in the Contract Documentation;
- The Services rendered meet all contractual requirements and those that may be required by law in terms of quality, prevention of risks in the workplace and protection of the environment.
- All goods provided by the Supplier for the provision of the Services are free from visible or hidden defects. In addition, the Supplier warrants the Service provided against any defects or errors in the design, workmanship and materials used during the warranty period, if any, as stipulated in the contract documentation.
- With respect to the Services rendered by the Supplier's personnel at MCBC's facilities (as defined below), or at the facilities of third parties for services subcontracted by MCBC, the Supplier and its personnel comply with all applicable laws regarding the prevention of occupational risks.
- The Supplier undertakes to respect and ensure that its suppliers and subcontractors comply with the MCBC Group Code of Ethics, a copy of which the Supplier has obtained by registering on MCBC's SAP Business Network platform (the "Code of Ethics").

14.2. Indemnification

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- 14.2.1. The Supplier shall be liable and shall indemnify MCBC from any and all claims, demands, remedies or proceedings arising out of any breach of these terms or the contractual documentation, any act of negligence or breach of warranty, any wrongful omission by the Supplier, its agents, employees, suppliers or other persons acting on behalf of the Supplier, including third party contractors.
- 14.2.2. The Supplier undertakes to indemnify and defend MCBC in the event of any claim or legal action by third parties for infringement of industrial or intellectual property rights arising from the Services.
- 14.2.3. The Supplier shall be liable and shall indemnify MCBC for any loss, expense or debt caused to MCBC, whether directly or as a result of any action, claim or demand by third parties, resulting from the Services. MCBC reserves the right to participate in the defense of any such acts, claims or demands or, if it so chooses, to assume such defense by using its own legal advisors.
- 14.2.4. The Supplier undertakes to indemnify and hold harmless MCBC from any damage and expense that may be incurred by it, due to the liability provided for by law, as well as any damages for harm caused by the attack on the physical integrity or death of one or more persons, or any material damage, regardless of its ownership, that may result from the performance of the Services.

14.3. Liability for Failure to Perform Warranties on the Services

- 14.3.1. In the event of a breach of the warranty set forth in Section 14.1 of these Terms by the Supplier, MCBC will provide the Supplier with written notice of any defect, error, omission, breach, or breach of any of the warranties, specifying the nature of the defect, giving the Supplier seven (7) days to remedy the defect at its own expense.
- 14.3.2. Subject to MCBC's other remedies under these Terms or as provided by law, upon receipt of written notice of the defect, error, omission, breach, or breach of any of the warranties set forth in Section 14.1 of these Terms, Supplier shall promptly remedy, at its own risk and expense, at no cost to MCBC.
- 14.3.3. If the Supplier fails to remedy the defect complained of in the written notice within the specified period, MCBC may either terminate the contract or the order as provided for in Article 20 or remedy the situation itself or require a third party to remedy the defect at the expense of the Supplier, in which case the costs and expenses incurred by MCBC shall be considered to be a liquid and payable debt and shall be reimbursed by the Supplier at the request of MCBC.

15. ADDITIONAL WARRANTIES

15.1. MCBC may, at its discretion, require the Supplier to provide the following guarantees:



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- Guarantee for advance payments in cases where, in accordance with the order or contract, MCBC has made an advance payment to the Supplier. The amount of the guarantee will be equal to the amount of the advance paid by MCBC and the period of validity will be specified.
- Performance bond to ensure compliance with the obligations arising from the provision of the Services in question, which are set out in the Contractual Documentation, with a period of validity that will be determined according to the Warranty Period and the amount indicated in the contract or order.
- Performance bond to ensure Supplier's compliance with these terms.
- The guarantee forms will be provided by MCBC to the Supplier during the tendering process.

15.2. MCBC, through its authorized representatives, reserves the right to monitor the Services provided by the Supplier or its subcontractors in order to verify compliance with its quality standards. Under no circumstances shall such inspection relieve the Supplier of its responsibility to provide the Services in strict compliance with the applicable legal specifications and requirements, nor of any obligation with respect to the warranties contracted.

16. SET-OFF

The Supplier expressly authorizes MCBC to set off any amount due to MCBC under any order or contract, against any amount that MCBC owes to the Supplier or any affiliate of the Supplier under a contract or order, and the Supplier hereby authorizes MCBC to carry out the appropriate transactions for this purpose.

17. ENVIRONMENTAL RESPONSIBILITY

17.1. The Supplier will conduct its business in accordance with international health, safety, quality and environmental best practices and standards, as well as applicable laws, rules and regulations in each case, depending on where the activity is carried out. In any case, the Supplier undertakes to act preventively and promote initiatives aimed at encouraging greater environmental responsibility and the efficient use of natural resources in order to minimize their environmental impact. It must also put in place corrective measures to mitigate the damage and restore the status quo.

17.2. Where the Services provided by the Supplier require its presence within MCBC's facilities (as defined below), the Supplier shall comply and ensure that its subcontractors fully comply with all applicable health, safety, quality and environmental standards. For the purposes hereof, the term " MCBC Facilities" refers collectively to the land located at 5250 rue Marie-Louise Levasseur, Bécancour, G9H 5G5, as well as any building and facility located thereon.

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17.3. The Supplier must communicate to MCBC, expressly and continuously throughout the duration of the Services, all issues relating to health, safety, quality and the environment. The Supplier assumes full responsibility for any adverse effects resulting from its actions, omissions or negligence.

17.4. Information relating to any compound or product, including any hazardous material as generally defined in that term, to be used by the Supplier or its subcontractor at MCBC's facilities must be communicated in writing to MCBC prior to its introduction into MCBC's facilities. The written submission must indicate the approximate quantities and intended uses of these compounds or products. To this end, the Supplier must provide the Material Safety Data Sheet (MSDS) of the corresponding product or compound to MCBC, which will communicate its authorization or refusal to the Supplier in writing.

17.5. It is forbidden to use compounds or products in MCBC's Facilities that have not been previously notified to or authorized by MCBC.

17.6. The authorized use of any compound or product, as well as any Service provided at MCBC's facilities, implies a number of rules to be complied with by the Supplier, in particular the following:

- All necessary measures must be taken to avoid contamination of other materials, residues or objects.
- Empty containers, gas cylinders or any type of waste generated by the Supplier's activity, with the exception of municipal waste, must be removed and managed by the Supplier or subcontractor, in accordance with the applicable regulations. Hazardous waste generated by the Supplier must be handled and packaged in areas equipped to prevent soil contamination.
- Domestic waste generated by staff during their stay at MCBC's facilities will be deposited in the corresponding containers in accordance with MCBC's rules and instructions.
- All necessary measures must be taken to avoid soil contamination or discharge into public systems.
- Any spill must be immediately MCBC to the responsible person assigned by MCBC. No water shall be added to a spill and under no circumstances may the Supplier act alone.
- If the Project itself requires the production of wastewater or the emptying of liquids using cleaning agents or chemicals or product residues and these have been authorized to be treated in the wastewater treatment facility of MCBC's facilities, the person designated by MCBC must be informed in advance so that the operation can be carried out in a planned and orderly manner.
- Some products cannot be released for treatment at the wastewater treatment plant at MCBC's facilities. These products contain chlorine and its derivatives, detergents, caustic soda without neutralization, strong acids without neutralization, biocides in general, heavy metals and non-

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biodegradable compounds.

- Order and cleanliness must be always maintained in the MCBC Facilities. The Supplier shall remove excess materials on a daily basis. After the provision of the Services, the Supplier must leave the MCBC Facilities perfectly clean and free of any unnecessary materials.

18. INSURANCE

18.1. Supplier's Insurance

18.1.1. Throughout the duration of the Services, the Provider undertakes to take out at its own expense the insurances whose coverage meets at least the limits, specifications and clauses specified below, to maintain them in force throughout the duration of the Services and the Warranty Period and to provide MCBC with the related insurance certificates:

- a. A minimum of \$5,000,000 of commercial general liability insurance against third-party claims, including bodily injury, personal injury or property damage, of a minimum amount of \$200,000 per claim, which names MCBC as an additional insured; it must be primary insurance. The insurance must cover the Supplier's liability for any material damage or bodily injury, as well as its consequences, caused to MCBC or third parties.
- b. If applicable, professional liability insurance for errors and omissions with an event-based policy, for a minimum amount of \$1,000,000; it may be front-line and surplus.
- c. Any other insurance required by the legal provisions applicable to the works and Services performed by the Supplier or its subcontractors in connection with the Services. The insurance taken out cannot in any way limit the obligations assumed by the Supplier under the order or contract.

18.1.2. In the event of an incident, the Supplier must take all necessary measures to avoid or mitigate the damage. Where applicable, insurance policies must include MCBC and its affiliates as additional insureds, without losing third-party status.

17.2. Waiver of Subrogation

Supplier waives any and all subrogation claims against MCBC, its directors, officers, employees, subsidiaries and affiliates and agrees to obtain a waiver from its insurer of any subrogation claims by its insurer against MCBC, its directors, officers, employees, subsidiaries and affiliates.

17.3 Certificates of Insurance

17.3.1 The Supplier will provide MCBC with the certificates of insurance evidencing the required coverage prior to the commencement of the Project and at the time of each renewal of any of

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the policies required under these Terms. In providing certificates of insurance to MCBC, the Supplier shall include the name of the insurer, the policy number, exclusions, limits, sub-limits, deductibles, and the start and expiry dates. It will also inform MCBC of any changes to insurance policies during the term of the Services.

17.3.2 Each certificate of insurance must contain a clause to the effect that policies may not be cancelled or substantially modified unless thirty (30) days' notice is sent to MCBC by registered mail to the following address: MOEVE Chimie Bécancour Inc., 5250 rue Marie-Louise Levasseur, Bécancour, Quebec G9H 5G5.

17.3.3 MCBC reserves the right to request a complete copy of the insurance policies at any time, which the Supplier must provide within seven (7) calendar days of the request.

17.3.4 The Provider undertakes to send MCBC any notice of termination or reduction of coverage which is informed by the insurer and relating to the Services.

17.3.5 MCBC may deny access to its facilities to Supplier's personnel and subcontractors, if Supplier has not adequately demonstrated the existence and validity of the assurances required under this Section; under no circumstances can this be used to delay the provision of the Services or increase the costs of the Services.

17.4. Subcontractor Insurance

Without limiting Supplier's obligations under these Terms, Supplier is responsible for ensuring that its authorized subcontractors maintain insurance coverages substantially similar to those set forth above, as well as insurance coverages that are (i) legally required; and (ii) that, in MCBC's opinion, are reasonable and sufficient in relation to the Services to be rendered by such subcontractor.

18. ASSIGNMENT AND SUBCONTRACTING

18.2 The Supplier may not subcontract, assign or transfer, in whole or in part, any order and/or contract, or the rights and obligations acquired under these Terms, without the prior written consent of MCBC.

18.3 The Supplier undertakes to provide the Services itself and shall not subcontract to third parties without the prior written consent of MCBC.

18.4 When MCBC authorizes subcontracting, the Supplier must submit to MCBC the list of subcontractors for approval, if any, prior to the formalization of the contract or order.

18.5 Any specialized technical assistance agreed between MCBC and the Supplier in a given case, whether during the planning of the works or as required, will be expressly excluded from

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subcontracting.

18.6 The Provider assumes full responsibility for all Services that it has subcontracted with third parties and is in any case responsible for any situation resulting from the performance of subcontracted Services.

19. ETHICS & COMPLIANCE

19.1. The supplier undertakes to follow and ensure that its suppliers and subcontractors comply with the MCBC Supplier Code of Ethics, available on the MCBC website:

[Code of Ethics](#)

19.2. The parties agree to comply with all applicable laws, rules, regulations, decrees, or official decrees relating to the fight against corruption and money laundering.

19.3. The parties agree that, at all times during the business relationship and thereafter, they will comply with applicable anti-bribery laws.

19.4. One party shall promptly notify the other if, at any time during the business relationship, its circumstances, knowledge, or reputation change in such a way that it would no longer be able to repeat the statements and commitments set forth in this clause.

19.5. A "conflict of interest" is defined as any situation in which the interests or personal circumstances of an employee, officer or director of the Supplier may interfere with the interests of the company, such that its independence or impartiality is compromised or questioned.

19.6. The supplier must identify any situation that may create a conflict of interest and immediately inform MCBC, which will carry out its assessment. If MCBC considers that a conflict-of-interest situation is arising, it may request the Supplier to take all necessary measures to put an end to it and, if it deems it appropriate, proceed with the termination of the contract for this reason.

20. TERMINATION OF THE CONTRACT OR ORDER

20.1. Termination events

20.1.1. The contract or order may be terminated in the following cases:

- a) At the end of the period of validity of the contract or order.
- b) Due to a mutual agreement signed by MCBC and the Supplier. In such a case, the legal effects of the termination will be negotiated at the time the termination.
- c) By MCBC, due to the Supplier's repeated breach of its obligations under the contract or order.
- d) By MCBC, in the event of repeated infringements by the Supplier of the quality of the Services provided.

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- e) By MCBC, unilaterally and without cause.
- f) By MCBC, in the event of a breach by the Supplier of MCBC's code of ethics.

20.1.2. In the cases of b), c), d) and f), the Supplier is not entitled to any compensation.

20.1.3. In the case of e), MCBC shall pay the Supplier any outstanding amounts up to the date of termination of the contract or order. The Supplier shall not be entitled to any further payment for damages or compensation for loss of profits.

20.2. Procedure for terminating the contract or order.

20.2.1. Subject to MCBC's right to terminate the contract or order unilaterally and without cause at any time pursuant to Article 2125 of the *Civil Code of Québec*, in the event of a breach of any of the obligations set out in these Terms by the Supplier, MCBC will provide the Supplier with a written notice of default specifying the nature of the default, and allowing the Supplier seven (7) days to remedy the default.

20.2.2. If the Supplier fails to remedy the default disclosed in the written notice within the specified period, MCBC may:

- In turn, cease to fulfill its obligations.
- Terminate the contract or order and claim from the Supplier all damages arising directly and indirectly from its default.

20.2.3. MCBC's failure to exercise any of the options set out in the preceding paragraph shall not imply in any way an express or tacit acceptance of the breach, nor shall it mean that MCBC waives its right to terminate the contract or order or its right to claim damages or seek any other remedy under these Terms or the law.

21. AUDITS

During the duration of the Project, MCBC, through its representatives, reserves the right to audit or inspect the Supplier to ensure compliance with these terms and conditions of the contract or order, as well as the internal procedures that must be followed by the Supplier. Audits can be carried out by MCBC or an external auditor. MCBC will inform the Supplier at least ten (10) days prior to the start of the audit. The Supplier shall provide MCBC or its external auditor with access to its premises during normal business hours and access to all relevant documentation related to the contract or order. The audit does not relieve the Supplier of any liability under these Terms and does not relieve it of compliance with its obligations under these Terms, the contract or the order.

22. CONFIDENTIALITY

22.1. Any information that MCBC makes available to the Supplier as a result of the order or contract



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or in connection with the provision of the Services, whether verbally or in writing, including personal information, documents, materials, data and any other information of a strategic, commercial, technical, financial and legal nature related to MCBC's operations, the plans, drawings and specifications provided by MCBC to the Supplier, remain the exclusive property of MCBC and will be considered confidential (the "**Confidential Information**"). Therefore, the Supplier undertakes not to disclose the Confidential Information or provide copies or reproductions to third parties without the prior written consent of MCBC.

22.2.The Supplier shall be liable for its employees or professional advisers who have had access to such Confidential Information and shall ensure that they fully comply with this obligation. MCBC reserves the right to take appropriate legal action to defend its interests in the event of a breach of this obligation.

22.3.The Supplier may not reference, describe or use for advertising or other purposes any material or contractual documents, including those that could affect the image of MCBC, such as trademarks and logos, without the prior written permission of MCBC.

22.4.During and after the duration of the Project, the Supplier undertakes to treat all Confidential Information as strictly confidential, and to comply with the following obligations:

- Use the Confidential Information only for the purpose of carrying out the Project.
- Allow access to confidential information only to those of its employees who need it to perform tasks related to the Project.
- Keep all Confidential Information secret.
- Store Confidential Information in restricted areas and separate it from confidential documents of third parties to avoid confusion.
- Have the means and procedures in place to prevent the loss of Confidential Information.
- Inform MCBC of any leak of which it is aware, caused by the wrongful acts of those who have accessed the Confidential Information. This communication does not relieve the Supplier of its liability in the event of misuse of the information.
- Limit the use of confidential information to what is strictly necessary for the completion of the Project.

22.5.Supplier's access to or use of any MCBC Confidential Information shall not be construed as granting or conferring on Supplier, either express or implied, any right, title, license or interest in any MCBC Confidential Information, including any right, title, license or interest in any Intellectual Property Right (as defined below).

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22.6. Subject to the obligations imposed by law and assumed by the Supplier, confidentiality obligations do not apply if it can be demonstrated:

- That the Confidential Information was in the public domain at the time of its disclosure by the Supplier.
- That, once the Confidential Information has been disclosed to the Supplier, it has been published or has become in the public domain without the Supplier having breached its obligation of non-disclosure.
- That before disclosure, the Supplier already knew of the Confidential Information by lawful means or had a legal right to access it.
- That the Supplier has obtained MCBC's written consent to disclose Confidential Information.
- That the disclosure has been requested, in accordance with the regulations in force, by the administrative or judicial authorities. In such a case, the Supplier must inform MCBC of this requirement prior to execution.

22.7. At the end of the order or contract, the Supplier must return to MCBC any confidential information it has received and delete such information from its systems. Supplier will have to confirm in writing that it has complied with this obligation. The obligation of confidentiality remains in force for an unlimited period of time.

23. PROTECTION OF PERSONAL INFORMATION

23.1. The Supplier acknowledges that, in the course of performing its functions and providing the Services, it may obtain or receive from MCBC documents, data and other information that may include personal information, including personal information relating to employees, consultants, contractors, agents or other individuals doing business with MCBC. This personal information shall, as a security measure, be treated at all times as Confidential Information under this contract. In addition, the Supplier undertakes to:

- take all reasonable security measures to ensure the protection of personal information collected, used, disclosed, retained or destroyed, taking into account, among other things, the sensitivity of the information, the purpose for which it is used, the amount, the distribution and the medium of the information, including the measures necessary to protect the personal information in a manner that ensures that it remains confidential and that it is not disclosed to any other party without prejudice, the express permission of MCBC.
- Not to process or store personal information in any country other than Canada without the express permission of MCBC or to transfer personal information to such a country.

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- Comply with all applicable privacy laws; and
- Notify MCBC immediately if the Supplier knows or suspects that personal information may have been compromised or if the Supplier or any party affiliated with the Supplier receives an order, demand, warrant or other similar document for the disclosure or production of personal information.

23.2. The obligations set out in this Article 23 are in addition to any other obligations under these Terms and this section 23 will remain in effect for the duration of the contract or order and for an indefinite period following its termination or expiry. In the event of a conflict between this paragraph 23.2 and any other section of these Terms, this paragraph shall take precedence.

24. INDUSTRIAL AND INTELLECTUAL PROPERTY

24.1. The Supplier represents and warrants that it owns all right, title or interest in all projects, drawings, calculations, specifications, reports, information, studies, data, research, apparatus or equipment and any other materials, products or processes that it or its subcontractors provide to MCBC or use in connection with the provision of the Services.

24.2. The Supplier shall be responsible for and indemnify MCBC from any and all claims for damages, losses, costs and expenses (including legal defense costs) related to an actual or alleged infringement of any patent, invention, copyright, trademark, know-how or any other form of intellectual or industrial property right or similar protection (the "**Intellectual Property Rights**") resulting from any act committed by or on behalf of the Supplier in connection with the provision of the Services.

24.3. Any information that, in any medium, may be provided by MCBC to the Supplier for the provision of the Services, or that is collected as part of the contractual relationship, as well as the Intellectual Property Rights relating to the Services, belongs to MCBC or its licensors and remains the property of MCBC or its licensors. No Intellectual Property Rights, licenses or authorizations shall be deemed to have been granted to the Supplier unless expressly stipulated in advance in writing. The Supplier undertakes to take the necessary measures to ensure that these rights are not violated by its personnel or subcontractors.

24.4. Within ten (10) working days following the end of the contract or order, or at any other time that may be required by MCBC, the Supplier shall return to MCBC any material media containing information or Intellectual Property Rights provided to it during the execution of the order or contract and shall destroy any data that may be stored in its computer systems. In this case, the Supplier must prove to MCBC its actual destruction. Likewise, he undertakes not to use this information, rights or know-how in the future, without the prior written consent of MCBC.

24.5. Unless otherwise specified in the contract or in the order, MCBC shall own, for the maximum period permitted by applicable laws and regulations, all intellectual property rights, as well as the know-how derived from the results obtained by the Supplier in the course of providing the Services

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under the contract or order. To this end, Supplier hereby irrevocably assigns to MCBC all right, title and interest in all intellectual property rights and know-how derived from the results obtained by Supplier in the course of providing the Services. The Supplier also waives any and all moral rights it may have in respect of any Intellectual Property Rights and know-how derived from the results obtained by the Supplier in the course of providing the Services. The Supplier also agrees to execute any additional documents necessary to complete such assignment or waiver. The Supplier undertakes to include in any agreement entered into with its subcontractors, employees and collaborators a clause to the effect that they assign to MCBC all their rights, title and interest in the intellectual property rights and know-how derived from the results obtained by the Supplier in relation to the provision of Services to which they contribute to the context of the Project and waive any moral rights arising therefrom.

25. GENERAL PROVISIONS

25.1. Force majeure

None of the Parties hereto shall be held liable for any failure or delay in performance caused by a case of force majeure (as defined in Article 1470 of the *Civil Code of Québec*).

25.2. Non-Waiver

The waiver by either party of a default under these Terms shall not constitute a waiver of any subsequent default unless such waiver has been given in writing by the other party. All rights mentioned in these Terms are cumulative and not alternate.

25.3. Divisibility

Each provision of these Terms is severable and in the event that any provision of these Terms is found to be unenforceable or invalid by any law or decision of a court of competent jurisdiction, it is agreed that the remaining provisions of the Terms shall remain in full force and effect.

25.4. Related Parties

These Terms are binding and enforceable not only against the parties, but also against their respective successors, assigns, heirs and assigns, as applicable.

25.5. Applicable Laws

These Terms and Conditions and the contract or order shall be governed by and construed in accordance with the laws in force in the Province of Quebec. Any dispute arising out of these Terms, the contract or the order and not otherwise settled amicably shall be brought before a court of competent jurisdiction in the judicial district of Trois-Rivières and each of the parties irrevocably submits to the jurisdiction of such court.



**General Terms and Conditions for the provision of services
at Moeve Chimie Bécancour Inc.**

[The signatures appear on the next page]

IN WITNESS WHEREOF, the parties have signed in _____, on _____ .

MOEVE

VENDOR

By : _____
[Name], [title]

By : _____
[Name], [title]

Supplier initials	Initials MOEVE
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General Terms and Conditions for the provision of services at Moeve Chimie Bécancour Inc.

SCHEDULE A Vendor registration and certification

Vendor hereby undertakes to register in accordance with the registration and approval process on MOEVE online platform and to comply with all terms and conditions, based on the level of registration determined by MOEVE according to the type of Services provided.

IN WITNESS WHEREOF, the parties have signed in _____, on _____ 20__.

MOEVE

VENDOR

By :

_____ [Name], [title]

By :

_____ [Name], [title]