
TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES TO CEPSA CHIMIE BÉCANCOUR INC.

1. PURPOSE

These terms and conditions ("Conditions") are intended to establish the general terms and conditions governing the relationship between Cepsa and Vendor for the performance of work, the provision of services (the "Services") or the sale of goods (the "Material"), whether in the form of contracts or orders.

2. SCOPE

The parties agree that these Conditions apply to any project under a contract between Cepsa and Vendor or to an order placed by Cepsa to Vendor (a "Project").

Any derogation or modification to one of the provisions of these Conditions is valid only when it is approved and documented in writing duly signed by Cepsa and Vendor. Any exception so approved and recorded in writing shall apply only to the Project provided for in the writing and may not be extended to other past or future Projects.

Vendor's terms and conditions are in no way applicable. Likewise, any condition, specification, or similar term that Vendor could include in any work certificate, invoice, purchase order, contract or, in general, any document exchanged between the parties during the Project that may contradict the provisions of these Conditions are inapplicable.

3. OFFER

Vendor shall present its offer of services in accordance with the provisions of the corresponding invitation to tender published by Cepsa. Cepsa reserves the right to accept or refuse the offer without this giving rise to a right to any reparations to Vendor.

Unless otherwise provided for in the bid solicitation published by Cepsa, any bid submitted by Vendor is valid for a period of thirty (30) days from the date of its receipt by Cepsa. Cepsa shall not bear any costs in connection with the submission of the bid by Vendor.

4. FORMALIZING ORDERS AND CONTRACTS

All Vendors must be registered in the Cepsa online platform registration and approval system prior to the formalization of any contract or any order and as agreed with the commitment in Schedule A.

Bids accepted by Cepsa shall be formalized by means of a contract or a corresponding order. Any modification of the conditions of the bid is valid only to the extent that it is recorded in writing and validly signed by Cepsa and Vendor.

Contracts or orders submitted by Cepsa shall be deemed to be tacitly accepted by Vendor, unless written notice to the contrary is received by Cepsa within seven (7) days of the date of submission.

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For the sake of clarity, excluding offers duly accepted by Cepsa, no Services shall be presumed to be requested by Cepsa from a Vendor and, consequently, no fees or other compensation of any kind whatsoever shall be due or payable by Cepsa to Vendor.

The acceptance of the order by Vendor also implies the acceptance of all these Conditions which form an integral part thereof. Likewise, the total or partial performance of the Services by Vendor implies acceptance of these Terms and the order placed.

The Contractual Documentation includes the following documents (the "Contractual documentation"):

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

In case of contradiction between the documents of the Contractual documentation, precedence shall be determined as stated in the order of enumeration above, unless otherwise indicated by Cepsa.

5. TERMS OF SERVICE AND ACCEPTANCE

The services shall be provided in accordance with the provisions of the Contractual documentation and without possibility of modification by Vendor without the written acceptance of Cepsa. In addition, Vendor undertakes to perform and to ensure that its employees and subcontractors authorized by Cepsa perform the Services competently, prudently, and diligently in accordance with industry standards and in accordance with the terms and conditions set out in the present Conditions.

The contract or order must specify the time frame and the terms and conditions for the provision of the Services and must identify the documents included in the Contract Documentation for the provision of the Services.

Cepsa may change the time of execution of the Services or order its suspension at any time. In the latter case, Cepsa must inform Vendor of the estimated duration of the suspension period. Cepsa and Vendor shall then jointly set a new lead time and agree on the consequences of the suspension, if any.

In the event that Cepsa refuses a Service for a valid reason, it shall be considered as not having been provided, unless Cepsa and Vendor agree otherwise in a signed document.

Cepsa reserves the right to accept a Service that is deficient or non-compliant with the expected quality under the contract or order, once it has been provided, it being understood that Cepsa shall be entitled to a price deduction that it shall determine with Vendor based on the nature of the problem encountered.

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6. ASSIGNMENT OF MEANS

Vendor, as an independent contractor and assuming its obligations, shall take all necessary measures to ensure that its personnel comply with the provisions of these Conditions. To this end, Vendor shall organize the work and distribute tasks to its staff adequately and in such a way as to ensure the best planning, coordination, and supervision of the Services. Vendor is also obliged to provide all material and human resources necessary for the provision of the Services.

If the nature of the Services so requires, Cepsa shall grant Vendor access to its premises and facilities to enable it to provide the Services, subject to Vendor's acceptance of all Cepsa internal security procedures.

7. CAPACITY AS INDEPENDENT CONTRACTOR

As an independent contractor, Vendor shall provide the necessary personnel with the qualifications, expertise, and experience necessary to perform the Services. These personnel shall be under Vendor's control and direction.

Vendor shall be responsible for paying salaries and other expenses resulting from the performance of the Services, including any expenses related to the performance of Outsourced Services, in accordance with the requirements of the applicable labor legislation for such Services. It is agreed that Vendor, its authorized employees and subcontractors do not act as Cepsa employees, representatives or agents, with the understanding that Cepsa does not assume any liability for them in respect of wages, fees, leave, contributions and deductions at source or any other benefit or advantage, which are the sole responsibility of Vendor.

Vendor is liable for any damage that may be caused to the facilities or personnel of Cepsa as a result of fault or negligence on the part of Vendor or its personnel. Vendor is also liable for damages that may be caused to third parties and Cepsa cannot be held responsible for them.

Vendor undertakes to respect all work obligations regarding its personnel and all the general obligations regarding taxation, administration and occupational health and safety as well as those concerning the prevention of occupational risks of which it is the principal mandatory within the meaning of the law in force.

Vendor agrees to comply with the Contractor Control Procedure PG-008 in Annex B regarding the access of persons and vehicles to Cepsa facilities and to ensure that its employees and duly authorized subcontractors comply with it. Vendor shall provide Cepsa with any documentation that may be requested in accordance with the terms of said procedure.

In case of non-compliance with one of the above obligations, Cepsa reserves the right to withhold any amount due and any outstanding payment until these obligations are fulfilled.

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Vendor hereby declares that the personal information contained in the information provided was obtained lawfully and warrants that such information was obtained in accordance with the requirements of the applicable law on the protection of personal information. Vendor also declares that it has obtained the express informed consent of the persons concerned to transfer their information to Cepsa and has informed them of the purpose of the use of the information collected and other issues covered by the current legislation regarding the protection of personal information.

8. PREVENTION OF WORK ACCIDENTS AND COORDINATION OF COMMERCIAL ACTIVITIES

Vendor undertakes to respect and ensure that all workers assigned to the Services comply with the applicable occupational health and safety laws, standards, and recommendations. It also undertakes to respect the security measures included in any prevention program that Cepsa has agreed to respect towards third parties and brought to Vendor's attention.

Cepsa shall provide Vendor with a written risk assessment of the facilities in which the Services are provided. Similarly, Cepsa shall provide Vendor 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 measures applicable in case of emergency, all with reference to the facilities.

Vendor shall take into account the information and instructions received regarding the risk assessment and prevention program relating to the Services and undertakes to transfer this 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 Vendor, if this possibility is authorized by Cepsa.

If requested vendor shall provide a risk assessment report for the outsourced Service, demonstrate to Cepsa that it has implemented Cepsa instructions on protection and prevention and has transmitted the necessary information to each worker assigned to the Services and provided them with the necessary training corresponding to the risks arising from the Services.

In addition to the preceding paragraph, Vendor shall provide any other appropriate documentation in this regard, as shown in the Contractors control the Procedure PG-008 shown in Schedule B on access to people and vehicles into Cepsa facilities.

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

Each Vendor staff member assigned to provide the Services must receive security training upon arrival prior to commencement of the Services.

Each Vendor staff member assigned to provide the Services must be at least 18 years of age.

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9. ACCEPTANCE OF SERVICES

9.1. Acceptance of services

Where the Services consist in the provision of services, once each service has been rendered, Vendor shall obtain Cepsa approval that the service has been rendered in accordance with Cepsa expectations, as well as a confirmation of the end of the performance of the service and obtain any comments from Cepsa.

Confirmation of the completion of the service shall consider any correction of possible defects and the collection of waste and tools from the work area, which must be left clean and tidy. Vendor shall be responsible for any incident, including accidents that may occur resulting of a breach of the provisions of this section.

9.2. Acceptance of work upon completion

When the Services consist in carrying out work, the acceptance of the work in question shall be done according to the provisions envisaged in the present article.

9.2.1. Acceptance

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

If the quality of the work is not to the satisfaction of Cepsa or if repairs are in progress, the defects must be recorded on a list of defects, and a reasonable time should be stipulated on the list for the supplier to perform corrections or repairs.

Once corrections or repairs have been made, Cepsa shall have a further period of fifteen (15) days to issue the Certificate of Acceptance. If the supplier has not made the corrections or the repairs within the timeframe stipulated on the list of defects, these shall be carried out directly by Cepsa at Vendor's expense, unless agreed to otherwise by the parties. These costs shall be accepted by Vendor, who is not authorized to make claims in this regard.

If Cepsa carries out the repairs or corrections directly, once they have been completed and the costs are accepted by Vendor, Cepsa shall issue the Certificate of Acceptance, giving it ten (10) calendar days to have it signed.

The issuance of the Certificate of Acceptance does not relieve Vendor of any subsequent obligation under the warranties.

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9.2.2. Warranty period

Unless stated otherwise in the order or contract, the warranty period shall be as per supplier's terms or reasonable period from the date of issuance of the Certificate of Acceptance (the "**Warranty period**").

During the Warranty Period, Vendor undertakes to perform promptly, without cost to Cepsa, all necessary repairs and corrections resulting from improper execution of the work. The Warranty Period is interrupted for the duration of any repairs or corrections, which in turn shall be covered upon completion by another warranty as per supplier's terms or reasonable period.

10. PRICE

The prices established in contracts and/or formalized purchase orders are either fixed or subject to revision and include, in all cases, the cost of execution of the Services, as well as general expenses (the "Price"). All prices must be detailed in the supplier's offer.

They also include all the factors, circumstances and characteristics of the study and execution of the Project. Therefore, Vendor is not allowed to claim additional fees, reimbursements or allowances.

11. PAYMENT TERMS AND INVOICING

Payments shall be made upon presentation of the appropriate invoice by Vendor in accordance with the payment stages set out in the contract or order.

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

All invoices must be sent by Vendor to the following address: PayablesCQB@cepsachemicals.com

Cepsa undertakes to pay Vendor's invoices within a period not exceeding thirty (30) days following receipt of said invoices.

12. TAXES

Vendor is responsible for the payment of any tax arising from its activity, in accordance with the legislation in force. Vendor must include in its invoices any applicable provincial and federal taxes and is required to comply with all material or formal obligations provided for by applicable tax laws and regulations. In no event shall Cepsa be liable for any taxes, income taxes, payroll, capital, share capital or property of Vendor or any taxes calculated on them.

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

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13. SUPPLIER WARRANTIES AND RESPONSIBILITIES

13.1. Warranty

Vendor warrants Cepsa that:

- The Services provided meet the requirements, deadlines, specifications and any other description specified in the Contract Documentation.
- The Services provided meet all the contractual requirements as well as requirements that may be required by law in terms of quality, prevention of workplace hazards and protection of the environment.
- All goods provided by Vendor for the provision of the Services are free from visible or hidden defects. In addition, Vendor warrants the Service provided against any defect or error in the design, workmanship and materials used during the warranty period, if any, as set forth in the Contract Documentation.
- As regards the services performed by Vendor staff at Cepsa facilities (as defined below), or in third-party facilities for services subcontracted by Cepsa, Vendor and its staff comply with all applicable laws regarding the prevention of occupational hazards.
- Vendor undertakes to respect and ensure that its suppliers and subcontractors comply with the Cepsa Group Code of Ethics, of which Vendor has obtained a copy by registering on the Cepsa platform (the "**Code of Ethics**").

13.2. Compensation

Vendor shall be liable and shall hold Cepsa harmless from all claims, demands, remedies or proceedings of any kind and nature arising from any breach of these Conditions or the Contract Documentation, any act of negligence or breach of warranty or wrongful default by Vendor, its agents, employees, suppliers, or other persons acting on behalf of Vendor, including its third-party contractors.

Vendor undertakes to indemnify and take up the defense of Cepsa in any claim or legal action by third parties for infringement of industrial or intellectual property rights arising from the Services.

Vendor shall be liable and shall hold Cepsa harmless from any loss, cost, expense or debt caused to Cepsa, whether directly or as a result of any action, claim or request by third parties resulting from the Services. Cepsa reserves the right to take part in the defense against such acts, claims or requests or, if it wishes, to assume such defense by calling upon its own legal advisers.

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Vendor undertakes to indemnify and hold harmless Cepsa from any damages and expense that may be incumbent upon it, due to liability provided for by law, as well as any compensation for damages caused by the breach of the physical integrity or death of one or more persons, and/or any material damage, regardless of the property, that may result from the performance of the Services.

13.3. Liability for failure to perform warranties on the Services

In the event of a breach of the warranty provided for in article 13.1 of these Conditions by Vendor, Cepsa shall send to Vendor a written notice reporting the case of default, error, omission, negligence or breach of any of the warranties by specifying the nature of the defect, leaving Vendor a period of seven (7) days to remedy the defect at its expense.

Without prejudice to Cepsa other remedies under these Conditions or as provided by law, upon receipt of the written notice of default, error, omission, negligence or breach of any or all of other warranties set forth in Article 13.1 of these Conditions, Vendor shall remedy, without delay and at its expense, the case of default reported in the notice, at no cost to Cepsa.

If Vendor does not remedy the defect reported in the written notice within the time limit, Cepsa may either terminate the contract or the order in the manner provided in Article 21, or remedy the situation itself or even require a third party to remedy the situation at Vendor's expense, in which case the costs and charges incurred by Cepsa shall be considered as a liquid debt owing and shall be reimbursed by Vendor upon request by Cepsa.

14. ADDITIONAL WARRANTIES

Cepsa may, at its discretion, require the following warranties from Vendor:

- Advance payment guarantees in cases where, in accordance with the order and/or the contract, Cepsa has made an advance payment to Vendor. The amount of the guarantee shall be equal to the amount of the advance paid by Cepsa and the period of validity shall be specified.
- Performance guarantee to ensure compliance with the obligations arising from the provision of the Services; said obligations appear in the Contractual Documentation, with a period of validity which shall be determined based on the Guarantee Period and the amount indicated in the contract and/or the order.
- Performance bond to ensure compliance with these Conditions by Vendor.
- Warranty forms shall be provided by Cepsa to Vendor during the bidding process.

Cepsa, through its authorized representatives, reserves the right to control the Services provided by Vendor and/or its subcontractors to verify compliance with its quality standards. This inspection in no way relieves Vendor of its responsibility to provide the Services in strict compliance with applicable specifications and legal requirements, or any obligation with respect to the guarantees contracted.

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15. COMPENSATION

Vendor expressly authorizes Cepsa to offset any amount due to Cepsa under an order and/or contract with any amount that Cepsa owes to Vendor or any other company owned by Vendor under a contract and/or order, and Vendor hereby authorizes Cepsa to carry out the appropriate transactions for this purpose.

16. ENVIRONMENTAL RESPONSIBILITY

Vendor shall conduct its business in accordance with best practices that comply with international standards for safety, health, quality and the environment, and with applicable laws, rules and regulations in each case, of the place where the activity is carried out. In all cases, Vendor undertakes to act preventively and to promote initiatives aimed at encouraging greater environmental responsibility and the efficient use of natural resources to minimize their environmental impact. It must also put in place corrective measures to mitigate damage and restore the status quo.

When the Services it provides require its presence within Cepsa facilities (as defined below), Vendor must comply and ensure that its subcontractors comply fully with all safety, health, quality, and environmental standards. For the purposes hereof, the expression "**Cepsa facilities**" collectively refers to the land located at 5250, Bécancour Boulevard, Bécancour, G9H 3X3, and any building and facility therein.

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

Information relating to any compound or product, including any hazardous material in the sense generally assigned to that term, to be used by Vendor or its subcontractor at Cepsa facilities shall be communicated in writing to Cepsa prior to its introduction in Cepsa facilities. The information submitted must indicate the approximate quantities and intended uses of these compounds or products. To this end, Vendor must provide the safety data sheet of the corresponding product or compound to Cepsa, which shall notify Vendor in writing of its consent or refusal.

Compounds or products that have not been pre-notified or authorized by Cepsa are forbidden in Cepsa facilities.

The authorized use of any compound or product and any Service provided in Cepsa facilities, involves a number of rules to be observed by Vendor, including 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 Vendor's activity, apart from urban waste, must be removed and managed by Vendor or subcontractor in accordance with applicable regulations. Hazardous waste generated by Vendor must be handled and packaged in areas equipped to prevent soil contamination.

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- Domestic waste generated by personnel during their stay in Cepsa facilities shall be deposited in the corresponding containers in accordance with Cepsa rules and instructions.
- All necessary measures must be taken to avoid soil contamination and/or spillage in public networks.
- Any spill must be immediately communicated to the person in-charge assigned by Cepsa. No water should be added to a spill and Vendor cannot act alone.
- If the Project itself requires the production of wastewater or the emptying of liquids with agents or cleaning chemicals, or leftover products and if these have been authorized to be processed at the wastewater treatment plant at Cepsa facilities, the person designated by Cepsa must be informed beforehand so that the operation takes place in a planned and orderly manner.
- Some products cannot be released for treatment at the Cepsa wastewater treatment plant. These products include in particular chlorine and its derivatives, detergents, caustic soda without neutralization, strong acids without neutralization, biocides in general, heavy metals and non-biodegradable compounds.
- Order and cleanliness at Cepsa facilities must be maintained at all times. Vendor must remove excess materials daily. After the provision of the Services, Vendor must leave Cepsa facilities perfectly clean and free of any unnecessary material.

17. INSURANCE

17.1. Vendor insurance

Throughout the duration of the Services, Vendor undertakes to subscribe at its own expense to insurance whose coverage meets at least the limits, specifications and clauses specified below, and to maintain them in effect for the duration of the Services and the Guarantee period and provide Cepsa with the relevant certificates of insurance:

- a. General commercial liability insurance for an amount of \$5 million or more against third party claims, including bodily injury, personal injury, or property damage of \$200,000 or more per claim, and which names Cepsa as an additional insured; this insurance must be for primary coverage. The insurance must cover Vendor's liability for any material or bodily injury, as well as their consequences, caused to Cepsa or to third parties.
- b. Where appropriate, a professional liability errors and omissions insurance with a policy on an event basis, for a \$1 million; this insurance can be for primary and surplus cover and
- c. any other insurance required by the legal provisions applicable to the work and Services performed by Vendor or its subcontractors in connection with the Services. Under no circumstances may the insurance underwritten limit the obligations assumed by Vendor in respect of the order and/or contract.

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

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17.2. Waiver of subrogation

Vendor waives all claims against Cepsa, its directors, officers, employees, subsidiaries, and affiliated companies and undertakes to obtain the waiver from its insurer with respect to any subrogation claim by the former against Cepsa, its directors, officers, employees, subsidiaries, and affiliates.

17.3. Insurance certificates

Vendor shall deliver to Cepsa the insurance certificates evidencing the coverage required prior to the commencement of the Project and at the time of each renewal of any of the policies required under these Conditions. In providing insurance certificates to Cepsa, Vendor must provide the insurer's name, policy number, exclusions, limits, sub-limits, deductibles, start and expiry dates. It shall also inform Cepsa of any changes that may be made to insurance policies during the term of the Services.

Every insurance certificate must contain a clause to the effect that the policies cannot be cancelled or significantly modified unless thirty (30) days of notice is sent to Cepsa by registered mail to the following address: Cepsa Chimie Bécancour inc., 5250 Bécancour Boulevard, Bécancour (Qc), G9H 3X3.

Cepsa reserves the right to request, at any time, a complete copy of the insurance policies, which Vendor shall make available within seven (7) calendar days of the request.

Vendor undertakes to send Cepsa any notice of cancellation or reduction of coverage of which it is informed by the insurer and relating to the Services.

Cepsa may refuse access to its facilities to Vendor's personnel or subcontractors if Vendor has not properly demonstrated the existence and validity of the insurance required under this Section; this situation cannot be invoked to delay delivery of Services or increase costs.

17.4. Subcontractor insurance

Without limiting Vendor's obligations under these Conditions, Vendor is responsible for ensuring that its authorized subcontractors maintain insurance coverage to that provided for above, as well as insurance coverage (i) that is legally required; and (ii) which, in Cepsa opinion, is reasonable and sufficient in relation to the Services to be rendered by that subcontractor.

18. ASSIGNMENT AND SUBCONTRACTING

Vendor may not subcontract, assign, or transfer, in whole or in part, any order and/or contract, or any of the rights and obligations acquired under these Conditions without the prior written consent of Cepsa.

Vendor undertakes to provide the Services by itself and shall not subcontract to third parties without the prior written consent of Cepsa.

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Where Cepsa authorizes subcontracting, Vendor shall submit to Cepsa the list of subcontractors for approval, if any, prior to the formalization of the contract or order.

Any specialized technical assistance agreed between Cepsa and Vendor in any given case, whether during the planning of the work or when required, shall be expressly excluded from subcontracting.

Vendor assumes full responsibility for all Services that it subcontracts with third parties and is in any event responsible for any situation resulting from the performance of outsourced Services.

19. ETHICS AND COMPLIANCE

The supplier undertakes to monitor and ensure that its suppliers and subcontractors comply with the Cepsa Supplier Code of Ethics, available on the Cepsa website: <https://www.cepsa.com/fr/pie/fournisseurs>

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

The parties agree that, always during the business relationship and thereafter, they will comply with applicable anti-corruption laws.

A party shall promptly notify the other if, at any time during the business relationship, its circumstances, knowledge, or notoriety change such that it would no longer be able to repeat the representations and commitments set out in this clause.

A "conflict of interest" is 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.

The supplier must identify any situation that may create a conflict of interest and immediately inform Cepsa, which will carry out its assessment. If Cepsa considers that a "conflict of interest" situation is occurring, it may request the Supplier to adopt all necessary measures to terminate it and, if it deems it appropriate, terminate the contract for this reason.

20. TERMINATION OF CONTRACT OR ORDER

20.1. Cases of termination

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. By mutual agreement signed by Cepsa and Vendor. In such a case, the legal effects of the termination shall be negotiated at the time the termination is agreed.
- c. By Cepsa, due to Vendor's serious or repeated failure to fulfill its obligations under the contract or order.

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- d. By Cepsa, in the event of repeated breaches by Vendor in the quality of Services provided, thus obliging Cepsa to reinforce the continuous surveillance of the work.
- e. By Cepsa, unilaterally and without motive.
- f. By Cepsa, in the event of Vendor's breach of Cepsa Code of Ethics.

In cases b), c), d) and f), the termination does not entitle Vendor to any compensation.

In case e), Cepsa must pay Vendor the outstanding amounts up to the date of cancellation of the contract or order. Vendor may not claim any other payment for damages or compensation for loss of profits.

20.2. Procedure for terminating the contract or order

Without prejudice to the right of Cepsa 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 breach of any of the obligations provided for in the present Conditions by either party, one party shall send the other party a written notice of default setting out the nature of the defect, leaving the defaulting party a period of seven (7) days to remedy the defect.

If the party in default does not remedy the defect identified in the written notice within the time limit, the other party may:

- a. In turn, stop fulfilling its obligations or,
- b. Terminate the contract or order and claim from the defaulting party all damages arising directly and indirectly from its default.

Cepsa decision not to exercise any of the options set forth in the preceding paragraph shall in no way imply an express or implied acceptance of the breach, nor shall it mean that Cepsa waives its right to terminate the contract or order or his right to claim damages or to avail itself of any other remedy under these Conditions or the law.

21. AUDITS

During the term of the Project, Cepsa, through its representatives, reserves the right to verify and/or inspect Vendor to ensure compliance with the Conditions of the contract and/or order, as well as internal procedures that must be followed by Vendor. Audits can be performed by Cepsa or an external auditor. Cepsa shall inform Vendor at least ten (10) days before the start of the audit. Vendor must give Cepsa or its external auditor access to its premises during normal business hours and access to all documentation related to the contract and/or order. The audit does not relieve Vendor of any liability under these Conditions and does not relieve it of the fulfillment of its obligations under these Conditions, the contract and/or the order.

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22. CONFIDENTIALITY

Any information that Cepsa makes available to Vendor as a result of the order and/or the contract or in the course of providing the Services, whether orally or in writing, including personal information, documents, materials, data and other information of a strategic, commercial, technical, financial, legal or other nature related to Cepsa operations, plans, drawings and specifications provided by Cepsa to Vendor, remain the exclusive property of Cepsa and shall be considered confidential ("**Confidential Information**"). Therefore, Vendor undertakes not to disclose the Confidential Information or provide copies or reproductions to third parties without the prior written consent of Cepsa, with the exception of any information in the public domain or required by administrative authorities or a court.

Vendor is liable for its employees or professional advisers who have had access to this Confidential Information and must ensure that they fully comply with this obligation. Cepsa reserves the right to take appropriate legal action to defend its interests in case of breach of this obligation.

Vendor may not refer, describe, or use for advertising or other purposes any material or contractual documents, including those that may affect the image of Cepsa, such as trademarks and logos, without the prior written permission of Cepsa.

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

- Use the Confidential Information only for the realization of the Project.
- Allow access to Confidential Information only to those of its employees who require it to perform Project-related tasks.
- Keep all Confidential Information secret.
- Store Confidential Information in restricted areas and separate it from confidential third-party documents to avoid confusion.
- Have the means and procedures to prevent the loss of Confidential Information.
- Inform Cepsa of any leaks of which it is aware, caused by the wrongful acts of those who have accessed the Confidential Information. This communication does not relieve Vendor of its responsibility in case of misuse of information.
- Limit the use of Confidential Information to what is strictly necessary for the implementation of the Project.

Vendor's access to Cepsa Confidential Information shall in no way be construed as granting or conferring on Vendor, whether express or implied, any right, title, license, or interest in respect of any Cepsa Confidential Information, including any right, title, license, or interest in any Intellectual Property Right (as hereinafter defined).

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Without prejudice to the obligations imposed by law and assumed by Vendor, confidentiality obligations do not apply if it can be demonstrated:

- That the Confidential Information was in the public domain at the time of disclosure by Vendor.
- That, after the Confidential Information was disclosed to Vendor, it was published or fell into the public domain without Vendor breaching its non-disclosure obligation.
- That after the disclosure, Vendor already knew the Confidential Information by legal means or had the legal right to access it.
- That Vendor obtained Cepsa written consent to disclose the Confidential Information.
- That the disclosure was required in accordance with the law, by administrative or judicial authorities. In such a case, Vendor must inform Cepsa of this requirement before execution.

At the end of the order and/or contract, Vendor must return to Cepsa any Confidential Information it has received and delete it from its systems. It shall have to confirm in writing that this obligation has been respected. The obligation of confidentiality remains in force for an unlimited period.

23. PROTECTION OF PERSONAL INFORMATION

Vendor acknowledges that, in performing its duties and providing the Services, it may obtain or receive from Cepsa documents, data and other information that may include personal information, including personal information relating to employees, consultants, subcontractors, agents or other individuals doing business with Cepsa. This personal information must, for greater certainty, be always treated as confidential information under this contract. In addition, Vendor agrees to:

- Take all reasonable security measures necessary to ensure the protection of personal information collected, used, disclosed, kept or destroyed taking into consideration, in particular, their sensitivity, the purpose of their use, their quantity, their distribution and their medium, including measures necessary to protect personal information to ensure that it remains confidential and is not disclosed to any other party without the express permission of Cepsa.
- Refrain from processing or storing personal information in a country other than Canada and not transfer personal information to such a country unless it receives the express permission of Cepsa.
- Comply with all applicable privacy laws, and
- Notify Cepsa immediately if Vendor knows or suspects that personal information may have been compromised or if Vendor or a party affiliated with Vendor receives an order, application, warrant or other similar document for the disclosure or production of personal information.

The obligations provided for in this article 22 are in addition to all other obligations provided for in this contract and this article 22 shall remain in force for the duration of the contract or the order and for an indefinite period following its termination or expiry. In the event of a conflict between this paragraph 22 and any other section of the contract, this paragraph shall prevail.

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24. INDUSTRIAL AND INTELLECTUAL PROPERTY

Vendor represents and warrants that it holds all rights, title or interest in all projects, drawings, calculations, specifications, reports, information, studies, data, research, devices or equipment and any other material, product, or process that it or its subcontractors provide to Cepsa or use in connection with the provision of the Services.

Vendor shall be liable and shall indemnify Cepsa for any claim for damages, losses, costs, and expenses (including legal defense costs) related to actual or alleged infringement of any patent, invention, copyright, trademark, knowledge - or any other form of intellectual or industrial property right or similar protection (the "**Intellectual Property Rights**") resulting from any act committed by Vendor or on its behalf, in connection with the provision of the Services.

Any information which, in any medium whatsoever, may be provided by Cepsa to Vendor for the provision of the Services, or which is collected in the context of the contractual relationship, as well as the Intellectual Property Rights relating to the Services, belong to Cepsa or its licensors and remain the property of Cepsa or its licensors. No intellectual property right, license or authorization shall be deemed to have been granted to Vendor unless it is expressly stipulated in advance and in writing. Vendor undertakes to take the necessary measures to ensure that these rights are not violated by its staff or subcontractors.

Within ten (10) business days after the end of the contract or order, or at any other time that may be required by Cepsa, Vendor shall return to Cepsa any material support containing information or Intellectual Property Rights provided to Vendor when executing the order or contract and destroy any data that may be stored in its computer systems. Where applicable, Vendor shall prove to Cepsa its actual destruction. Similarly, it undertakes not to use such information, rights, or know-how in the future, without the prior written consent of Cepsa.

Unless otherwise stated in the contract or order, Cepsa owns, for the maximum period allowed by applicable legislation, all Intellectual Property Rights, as well as know-how derived from the results obtained by Vendor in connection with the provision of the Services under the contract or order. For this purpose, Vendor hereby irrevocably assigns to Cepsa all of its rights, titles and interests in any Intellectual Property Rights and know-how derived from the results obtained by Vendor in connection with the provision of the Services. Vendor also waives all moral rights it may claim with respect to any Intellectual Property Rights and know-how derived from the results obtained by Vendor in connection with the provision of the Services. Vendor also agrees to sign any additional documents necessary to complete this assignment or waiver. Vendor undertakes to include in any agreement concluded with its subcontractors, employees and collaborators a clause to the effect that they assign to Cepsa all their rights, titles and interest in the Intellectual Property Rights and know-how derived from the results obtained by Vendor during the provision of the Services to which they contribute in the context of the Project and waive the moral rights deriving therefrom.

TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES TO CEPSA CHIMIE BÉCANCOUR INC.

25. GENERAL PROVISIONS

25.1. Force majeure

None of the Parties hereto shall be held responsible for any defect or delay of non-performance caused by a case of force majeure (as defined in article 1470 of the *Civil Code of Québec*).

25.2. No waiver

Renunciation by either party to a default under these Conditions does not constitute a waiver of any subsequent default unless such waiver is granted in writing by the other party. All rights mentioned in these Conditions are cumulative and not alternative.

25.3. Divisibility

Every provision set forth in these Conditions is severable and in the event that any provision of these Conditions is held to be unenforceable or invalid by any law or decision of a court of competent jurisdiction, it is agreed that the other provisions of the Conditions shall remain fully valid and enforceable.

25.4. Related parties

These Conditions are binding and enforceable not only with regard to the parties, but also with regard to their respective heirs, assigns, successors and concessionary interests, as applicable.

25.5. Applicable laws

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

[The signatures appear on the next page]



**TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES
TO CEPSA CHIMIE BÉCANCOUR INC.**

IN WITNESS WHEREOF, the parties have signed in _____, on _____ 2023.

CEPSA

VENDOR

By : _____
[Name], [title]

By : _____
[Name], [title]



TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES TO CEPSA CHIMIE BÉCANCOUR INC.

SCHEDULE A Vendor registration and certification

Vendor hereby undertakes to register in accordance with the registration and approval process on Cepsa C2S online platform and to comply with all terms and conditions, based on the level of registration determined by Cepsa according to the type of Services provided.

IN WITNESS WHEREOF, the parties have signed in _____, on _____ 2023.

CEPSA

VENDOR

By : _____
[Name], [title]

By : _____
[Name], [title]



**TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES
TO CEPSA CHIMIE BÉCANCOUR INC.**

**SCHEDULE B
Contractor Control Procedure PG-008**