

ORTEC ENVIRONMENT SERVICES Inc. - SERVICE TERMS AND CONDITIONS

ARTICLE 1 - GENERAL

The Contracts or Orders binding any company belonging to the ORTEC Group (hereafter the “**Company**”) and its Client (hereafter the “**Client**”) are governed by these Service Terms and Conditions and the Special Terms and Conditions set out in our “**Proposal**” (hereafter the “**Conditions**”). They apply whether our Company is the main contractor, a subcontractor and/or a seller. They cancel and replace all prior versions. Our Company reserves the right to amend these Service Terms and Conditions at any time without notice.

Unless otherwise agreed, the fact that the Client contracts out work, services or the provision of supplies to our Company implies that the Client unconditionally and fully agrees to these Service Terms and Conditions, which supersede any other document. All of our services (including consultancy services), work or design/sale of supplies (hereafter the “**Services**” or “**Work**” or “**Supplies**”) are governed by these Conditions and form the sole basis for negotiations, unless otherwise agreed expressly in a written document signed by both Parties.

ARTICLE 2 - CONTRACT FORMATION

Any departure from these Conditions may only be enforced against our Company if our Company has confirmed said departure in writing. Our Company may refuse an Order/Contract, in particular in the following situations: (i) if an overdue invoice payable by the Client remains unpaid, (ii) if the Client has failed to comply with its contractual obligations under a previous contract/order, or (iii) if the Client’s request seems abnormal in terms of quantity or deadlines, for example.

ARTICLE 3 - SPECIFIC CASES

The Special Terms and Conditions governing our Work and Services are defined in our Proposal. They supplement the following conditions:

- a) The time spent to prepare the truck both upon departing and upon returning will be considered work time to be invoiced.
- b) Our Company undertakes to proceed with the collection, transportation and/or

storage of hazardous materials in accordance with applicable laws and regulations. However, we reserve the right to refuse to take charge of any product that does not comply with the specifications defined in our Proposal.

- c) Additional costs may be applied for Work during winter periods (ground frost, etc.) and for transportation (liquid or solid) during periods of thaw.
- d) Our Company will draw up the form required for transportation permits.
- e) If any authorization must be obtained to perform the Work, said Work may not commence until said authorization has been granted. Our Company declines all liability for delays in obtaining said authorizations.
- f) The Client must inform our Company when the Work is regulated by the “Commission de la construction du Québec”: the hourly rates for labour and the shift rates including labour will be revised accordingly. Our Company reserves the right to withdraw if the Client has not notified it thereof in advance.
- g) The Client will facilitate our Company’s access to the sites for our equipment, vehicles and tools throughout the period during which the Work is performed. It will provide us with all the information required to perform our Work, in particular and without limitation, information on the nature of the products or contaminants.
- h) If, despite prior acceptance, the treatment centre refuses to accept the products, our Company will inform the Client thereof as soon as possible and the Parties will agree to new arrangements to comply with the Contract/Order. More generally, if any event outside of our control requires a change in treatment centre, our Company undertakes to make every reasonable effort to find a suitable substitute. However, the financial impact of this change in treatment centre (transportation and treatment in other centres) will be borne by the Client.
- i) The Client will be responsible for compliance with the laws that apply to any shipment entrusted to our Company as a carrier, including but not limited to the

Transportation of Dangerous Goods Act, 1992 (Canada) and the Transportation of Dangerous Substances Regulation (Quebec).

- j) The Company's liability for any loss or damage to a good entrusted to it as a carrier is limited to \$4.41/kg based on the total weight of the shipment unless the shipper has declared a higher value on the reverse side of the bill of lading.

ARTICLE 4 - PAYMENT TERMS

4.1 - Payments

Payments are made by electronic funds transfer in accordance with the invoicing schedule provided in the Order, failing which every month based on progress achieved and at the latest within 30 days of the date of issuance of the invoice. In no case may a withholding or offsetting be applied to the amount of our invoices, whether justified or not, if our Company has not been informed thereof beforehand so that it can issue potential comments and/or objections.

4.2 - Forfeiture of the term

Failure to pay a single invoice when due that has not been remedied within fifteen (15) days of receipt of a notice to pay will cause all other invoices to become payable immediately upon receipt, even when they relate to the performance of different contracts.

4.3 - Late payment/Default

A penalty at the rate of two percent (2%) per month will automatically apply in the event of a late payment to any balance due as of the first day of delay, in addition to a lump-sum indemnity for collection costs in the amount of forty dollars. When the collection costs incurred exceed the amount of the lump-sum indemnity, the Client will owe the amounts indicated on corresponding supporting documents.

In the case of an Order that has not been paid in whole or in part, our Company may also:

- serve notice that the Contracts concerned are terminated, the consequences thereof being borne by the Client,

- refuse any new Order or subject the new Orders to the condition precedent of payment in cash,
- suspend the performance of Contracts in progress until all sums due are paid.

ARTICLE 5 - PRICES

Our prices are indicated before tax and in Canadian dollars. Where applicable, the applicable currency will be applied at the bottom of the invoice. Unit prices will apply to the quantities actually provided based on the statement of Work approved by both Parties, in which case the statement of Work must be approved by the Client within a maximum period of five working days from the provision thereof. After this period, approval will be considered to have been granted and the invoice will be duly issued. Lump-sum prices only cover Work/Services clearly identified in our Company's Proposal. The Client acknowledges the fact that the due performance of the Contracts and Orders presupposes the Client actively cooperates. If the performance of the Contract/Order is delayed due to the Client's failure to cooperate, the Client agrees to the price of the Contract/Order being reassessed.

Unless indicated otherwise in our Proposal, the prices are firm for the first contractual year. They will be reviewed automatically as of the first anniversary of the Contract by applying the review formula agreed by the Parties, failing which the formula indicated in our Proposal.

The price of the Work does not include the waste treatment cost, which will be invoiced based on the quantity of waste treated.

The Client is responsible for payment of taxes and customs duties applicable to the Contract at the rate in effect at the time they are due. Any potential changes to the amount of these taxes and duties will cause an automatic review of our prices. If the performance of the Work/Services or the provision of Supplies is postponed for any reason outside of our control, the Parties will meet to define the related financial consequences and impact on the schedule.

The Client will fully bear the direct or indirect consequences, in particular financial ones, caused by the imposition of new constraints on our Company

resulting from changes in standards, laws (including tax laws), regulations and practices, or rules that are specific to the site, as well as changes in the treatment/recycling costs imposed by the waste treatment/recycling centre selected or in the cost of raw materials concerned.

The amounts of general taxes on polluting activities set out in the Contract or Order will be those that apply at the time of the taxable event, in accordance with the laws in effect. The invoice that corresponds to a potential increase will be sent to the Client for information and payment.

ARTICLE 6 - TERM/DEADLINES

Our Company undertakes to comply with the performance deadlines indicated in the Contract, however it may not be held liable for the consequences of any event outside of its control. To ensure our Company complies with the deadlines and prices, the Client must provide any and all information that is relevant and necessary to perform the Work/Services, as well as accurate, up-to-date and exhaustive data, and the access it requires to the sites and facilities on the dates and at the times agreed.

If the performance deadlines indicated in the Contract are not complied with for a reason fully and irrefutably attributable to our Company, our Company's liability will be capped at 5% of the amount (before tax) of the Contract/Order or the annual amount (before tax) if the Contract term exceeds one year. Any payment made to the Client by the Company pursuant to this Article 5 will be final and in a lump sum, and override any claim, compensation or penalty.

ARTICLE 7 - PERFORMANCE

7.1 - Description of the Work/Services

The scope of our technical services is set out in our Proposal, which is based on a study conducted with the data and information provided by the Client or an intermediary authorized to act on its behalf. The Client alone is responsible for the content of the data it provides to our Company. Our Company may not be held liable for any errors, omissions or ambiguities in the data the Client provides our Company nor any

consequences thereof. If the Client adds to this data, our Company must be informed thereof so as to assess the potential impact of these changes on our initial price and the deadlines. The documents provided by the Client for the study must be certified as true by the Client. If difficulties result from the non-compliance of existing facilities with the information communicated, the downtime caused and additional means used to ensure the due performance of the Work/Services will be invoiced to the Client. The Client must provide all necessary information spontaneously; our Company may in no case be held liable for difficulties in performance resulting from a lack of information that cause a change to the conditions under which our Work/Services are performed. Where applicable, the site for our intervention must be provided in a state of preparedness that is viable for the optimal use of our machinery and work teams.

7.2 - Work/Services provisions

Our agreement to a lump-sum price implies that the Client communicates the data required so that the Work/Services can start when our personnel arrives at the Client's site and can continue without interruption or contingencies. If these conditions are not met for reasons not attributable to our Company, all the related consequences and costs, in particular those related to downtime of personnel and equipment, will be invoiced to the Client.

In addition, in the event of an early termination or suspension by the Client, a postponement or a cancellation, whether in whole or in part, not attributable to a failure to comply by our Company, the Client will pay for all the services performed and/or incurred by our Company and will pay an indemnity, the amount of which may not be less than the costs incurred by our Company due to this situation. Our Company reserves the right to claim additional compensation from the Client on the grounds of the unlawful nature of such a termination or suspension.

In the event of suspension, unless special terms and conditions are indicated in our Proposal, and in the absence of a written request from the Client to keep the personnel available, our Company may remove its personnel to assign it elsewhere, **and the**

contractual schedule will be suspended during the period required to resume the Work/Services. The Client must inform our Company of the resumption of the Work/Services sufficiently in advance.

ARTICLE 8 - INTELLECTUAL PROPERTY

No transfer of intellectual property rights or any other rights related to prior knowledge or to the means used by our Company (documents, equipment, software, etc.) in performing its Work/Services is to be implied under this Contract. Each Party to the Contract retains ownership of the intellectual property rights or rights of any other nature relating to prior knowledge or the means used in performing the Contract. Potential transfers of intellectual property rights held by our Company relating to the Work/Services performed must be set out in detail in a contract signed by both Parties. In any event, intellectual property rights held by our Company may only be transferred to the Client once the price thereof has been fully paid to our Company, failing which no intellectual property right is transferred or licensed. No express or implicit license is granted within the framework of sales of products by our Company. The Client undertakes to refrain from reverse engineering and/or the disassembly of the products, and will make every reasonable effort to obtain the same undertaking from its customers.

Where applicable, the Client warrants that it has all the intellectual/industrial property rights required for our Company to perform the Work/Services entrusted and holds our Company harmless against any claim or legal action initiated by a third party in this regard.

ART 9 – CHANGES/ADDITIONS TO WORK AND/OR SERVICES

Any change in the initial scope will be the subject of a supplementary/amended proposal from our Company, which must be approved by the Client before the modified work/services start. The Client may not claim any execution thereof before the Parties have agreed to the technical and financial terms governing said changes or additions to these work/services.

If additional services are undertaken at the Client's request or become necessary due to a request made

by the Client, said services will be paid in addition to the price initially agreed for the Order. The prices that apply are those agreed by the Parties. Unless stated otherwise in the Order, invoices are issued monthly as the Work/Services progress, and the execution period will be extended accordingly.

ARTICLE 10 - ACCEPTANCE/WARRANTY

Unless indicated otherwise in the Contract or the Order, the acceptance process for the Work/Services must take place within a period of five (5) days from the date our Company issues the work ticket. Said Work/Services will be deemed tacitly accepted if the Client fails to indicate any reservation in writing or takes possession of the Work/Services within said five-day period.

Our Company's Work/Services are guaranteed only up to the time they are inspected by the Client and the work ticket has been signed.

ARTICLE 11 - LIABILITY

Each Party is liable for the damage it causes to the other Party or to third parties as a result of the Work/Services/Supplies and/or the performance of the Contract. The Client may not enforce any waiver of liability that has not been expressly accepted by our Company. Our Company undertakes to apply all the diligence expected of a professional to the execution of the Work/Services and/or provision of Supplies, and it may only be held liable for a breach proven by the Client. With the exception of gross negligence or wilful misconduct that has been definitively proven in court, our Company may only be held liable throughout the period of Contract performance and after the termination or expiration thereof, for any reason whatsoever, for direct damage to property that it causes or that its potential subcontractors cause to the Client when performing the Work/Services and/or providing the Supplies. Said liability is limited to the price paid by the Client pursuant to the Order that is the subject of the incident or the annual price paid by the Client if the Contract term exceeds one year. Our Company may not be held liable for the consequences of any cause unrelated to the performance of its Services, nor for the Client's errors/breaches or those of its suppliers. The Client and its insurers therefore waive any claim for liability against our Company and its

insurers in excess of these limits and contrary to the provisions herein. Our Company may not be held liable for potential breakage of underground infrastructures (right to surveys) that are not notified in writing or indicated in the blueprints provided by the Client before the investigation work starts.

ARTICLE 12 - TRANSFER OF OWNERSHIP AND RISKS

The transfer of ownership of the Supplies sold and/or integrated into our Work/Services/Supplies is contingent on the effective, final and full payment of the price, regardless of the payment method used and payment terms. Failure to pay any of the payments due may cause our Company to claim the return of the Supplies. During the retention of title period, as the custodian, the Client must insure the Supplies for any risk of damage or liability and, in particular, purchase commercial liability insurance for the supplies covering the risk of pollution/contamination in a minimum amount of five million dollars. The Client undertakes to allow for the Supplies delivered to be identified and claimed at any time. The Supplies in stock at the Client are deemed to relate to unpaid invoices. The Client must refrain from pledging or assigning the ownership of the Supplies as collateral. If the agreed payments are not paid in whole or in part, fifteen (15) days after receipt of notice by registered mail, which notice remains unheeded in whole or in part, our Company may enforce the execution of the sale or cancel said sale, in which case the Client must return the Supplies in question at its risk and cost.

Notwithstanding the retention of title right (Article 2058 of the Civil Code of Quebec), and unless the Parties agree otherwise, the transfer of risks relative to the Supplies and Services takes place at the location agreed in the Order confirmation at the time the carrier attends the Client's premises for the first time and, regarding the Work, when our Company serves notice by any means of the completion thereof. The Client must issue reservations to the carrier by registered mail or by extrajudicial document within a period of three (3) working days.

ARTICLE 13 - CONFIDENTIALITY

Both Parties agree that the information and documents provided or communicated by the other Party for the performance of this Contract are

confidential, with the exception of information in the public domain, and are to be used solely by the receiving Party who undertakes to use said information and documents exclusively for the performance of the Contract and in accordance with the terms and conditions therein.

Therefore, both Parties undertake to take all the measures required to ensure the confidential documents and information are not disclosed to third parties, regardless of the nature thereof, related in particular to the means to be used to perform the Contract and to use the services of our Company and/or the Client, throughout the entire contractual period and, unless stipulated otherwise, for a period of ten years after the termination or expiration thereof.

ARTICLE 14 - ANTI-CORRUPTION - ETHICS & COMPLIANCE

The Client undertakes to comply with the laws that govern the Contract and the business ethics requirements set out in ORTEC Group's Code of Conduct (available at <https://ortec-group.com/en/group/ethics-and-compliance/>).

The Client declares that it is aware of and undertakes to comply with the principles relating to the fight against corruption, influence peddling and money laundering set out *inter alia* in the French Law No. 2016-1691 of December 9, 2016 on "transparency, the fight against corruption and the modernization of economic life" referred to as the "Sapin II" Law, Articles 432 *et seq.* of the French Criminal Code, as well as any other law that applies to this Contract (hereafter, the APPLICABLE LAWS).

The Client declares that neither the legal entity it represents, nor its shareholders or any member of its management or personnel:

- is the subject of a criminal investigation,
- has ever been the subject of a decision of a criminal or civil court in or outside of their country,
- in relation to acts of corruption and/or a breach of the APPLICABLE LAWS.

The Client, its shareholders, and any company related to it, within the meaning of Article L. 233-3 of the French Commercial Code, as well as any person acting on its behalf or in its name, must refrain from directly or indirectly:

- a) making or promising payments, offering or promising gifts or any non-financial advantage, or agreeing to any arrangement of any kind with *any person employed as a public servant or fulfilling a public service assignment or any of such person's family, friends or relatives*, for the purpose of obtaining an unfair advantage; and
- b) making or promising payments, offering or promising gifts or any non-financial advantage, or agreeing to any arrangement of any kind with any person exercising a real or supposed influence on *any other person employed as a public servant or fulfilling a public service assignment or any of such person's family, friends or relatives*, for the purpose of obtaining an unfair advantage; and
- c) making or promising payments, offering or promising gifts or any non-financial advantage, or agreeing to any arrangement of any kind with an employee, agent or representative of one of the ORTEC Group's companies or with any person who is a relative of an employee, agent or representative of the ORTEC Group, for the purpose of obtaining an unfair advantage.

More generally, the Client declares that it is not the subject of a conflict of interest between its personal and/or business interests and those of the ORTEC Group, with the exception of the interests it declared prior to signing the Contract.

The Client undertakes to answer any request for a "due diligence process" made by the ORTEC Group, whether said due diligence takes place prior to, concomitant with or after the Contract is signed and whether it relates to the Client and/or any provider it may call upon within the framework of the Contract. For this purpose, it will provide the information requested in this regard by the deadlines required. If a non-compliance with the APPLICABLE

LAWS is identified during this due diligence process, the Client is hereby informed that our Company and the ORTEC Group may terminate any commercial relationship it has with the Client without notice and with no right to compensation.

The Client must truthfully record all the transactions directly or indirectly related to the performance of the Contract in accordance with generally accepted accounting standards. It must also safely retain any document related to the performance thereof for a period of five (5) years following the termination or expiration of the Contract.

The Client agrees to the ORTEC Group performing audits, or having audits performed, of its accounts, which audits are intended to check and ensure strict compliance with the undertakings agreed to herein. It undertakes to fully cooperate in this regard by providing access to its accounting records and answering the questions of ORTEC Group's employees and/or representatives designated for this purpose.

More generally, the Client undertakes to ensure that any provider it may call upon within the framework of the performance of the Contract complies with and implements provisions with the same intent as those of the undertakings agreed by the Client in the Contract.

Non-compliance with any provision herein may cause the automatic termination of the Contract to the sole prejudice of the Client. Furthermore, the Client must hold the ORTEC Group, its shareholders, executives and employees harmless in this regard. It undertakes to compensate them for all financial or non-financial consequences (including legal fees) that may result from its non-compliance with its undertakings under this article.

ART 15 – PRIVACY AND PERSONAL DATA

Our Company will comply with all applicable laws on the protection of privacy and the personal data it obtains or that is communicated to it within the framework of the performance of its Work/Services.

The Client and data subjects may read the ORTEC Group's Personal Data Protection Policy available at <https://ortec-group.com/en/gdpr/> or contact ORTEC

Group's Data Protection Officer by email at dpo@ortec.fr.

ARTICLE 16 - TERMINATION

If either Party breaches any of its obligations under the Contract, the Party suffering the prejudice may serve notice on the other Party by registered mail, return receipt requested, to remedy said breach within a maximum period of thirty (30) days.

If, after this period of thirty (30) days, the breach has not been remedied, the Party suffering the prejudice may automatically terminate the Contract by serving notice thereof by registered letter, return receipt requested, without prejudice to potential damages it may claim.

These stipulations may apply in particular in the event the Client fails to pay our Company's invoices.

ARTICLE 17 – PRINCIPLE OF GOOD FAITH

When a Party proves that:

- compliance with its contractual obligations has become excessively burdensome due to an event outside of its control and that could not reasonably have been foreseen at the time the Order was placed,
- and that said Party could not reasonably avoid or overcome said event or its effect,

the Parties undertake, within a maximum period of 15 days after this clause has been invoked, to negotiate in good faith new contractual terms that reasonably take the consequences of the event into account.

When this clause applies but the Parties fail to agree to other contractual stipulations that reasonably take into account the effects of the event claimed within a period of thirty days following the initial negotiations, the Contract/Order may be terminated on the initiative of the most diligent Party subject to compliance with a notice period of one month following the service of notice thereof by registered mail, return receipt requested, on the other Party.

ARTICLE 18 - FORCE MAJEURE

Neither Party may be held liable and the Contract/Order will be suspended if the performance

thereof or compliance with any of the Parties' obligations under the Contract is hindered, limited or disrupted due to a force majeure event.

"Force majeure" means any event described in the law that applies to the Contract or Order.

The Party suffering the force majeure will be exempted from the fulfilment of its obligations within the limits of said hindrance, disruption or limitation. The other Party will then similarly be exempted from the fulfilment of its own obligations, again within the limits of the hindrance, disruption or limitation.

The fulfilment of the obligations of the Party that is hindered will be postponed for a period that is at least equal to that of the suspension caused by the force majeure event.

If the hindrance is definitive, the termination of the Contract/Order is automatic, subject to the injured Party serving notice by registered mail, return receipt requested, on the Party suffering the force majeure, and the Parties will be freed from their remaining contractual obligations.

Throughout the force majeure event, the Party claiming force majeure will make every effort to minimize the effects thereof on the due performance of the Contract.

ARTICLE 18 - LEGAL REDRESS/COURT-ORDERED LIQUIDATION

If the Client is the subject of legal redress and/or court-ordered liquidation, it must immediately inform our Company thereof so that our Company can exercise its right to serve formal notice for the continuation of the Work/Services and/or Contracts in progress, in accordance with applicable legislation.

ART 19 – NON-SOLICITATION

The Parties will refrain from hiring any employee of the other Party or having any such employee work directly or through an intermediary. This waiver is valid throughout the term of the Contract, as well as for a period of twelve (12) months from acceptance of the Work/Services.

Unless otherwise agreed in writing by the Parties, each Party undertakes to refrain from hiring directly

or indirectly, for example through the intermediary of a parent company, subsidiary or a company it controls directly or indirectly, the other Party's personnel. This ban will end twelve (12) months after the Contract expires or is terminated for any reason whatsoever. If a Party breaches this clause, it must pay the other Party a lump-sum indemnity in an amount equal to the last twelve (12) months of salary of the employee poached.

ARTICLE 20 - EXPORT CONTROL

Each Party undertakes to comply with all the laws and regulations on export control, in particular and without limitation, the US, French and European regulations that may apply to the Services, Work or Supplies (or their components) that are the subject of the Order or the Contract, as well as all applicable international sanctions as they may be amended from time to time. In this clause, the term "international sanctions" is to be construed as all measures (including embargoes) adopted by international organizations and States, in particular and without limitation, the United Nations, the European Union, the United States, the United Kingdom and France, and, more generally, all measures governing financial or commercial restrictions ordered against a country, entity or individual.

In particular, the Client must inform our Company in writing within time frames that are compatible with the performance of the Contract or Order whether all or part of the Services, Work or Supplies that are the subject of the Order or Contract are (or not) subject to export control laws or regulations and, where applicable, restrictions or bans on exports or re-exports. Similarly, the Client undertakes to notify our Company in writing as soon as it becomes aware of any change in export control schemes applicable to the Services, Work or Supplies that are the subject of the Order or Contract.

At our Company's request, the Client must provide all the assistance necessary and all the documents and information our Company may request for the purposes of its applications for authorizations or export licenses (TAA, BIS Export licenses, etc.) within time frames that are compatible with the performance of the Contract or Order.

Our Company may not be held liable if the applications for export authorizations or licenses are not granted or renewed or if their validity is cancelled for reasons attributable to the Client, and the Client undertakes in such a situation to compensate our Company for all related consequences.

ARTICLE 21 - CSR/SUSTAINABLE DEVELOPMENT

The Parties undertake to abide by practices that comply with local and international rules relating in particular to equal opportunity, child labour, human rights and environmental protection.

Our Company's sustainable development commitments are available on the ORTEC Group's portal at <https://ortec-group.com/en/group/csr/>

ARTICLE 22 - MISCELLANEOUS

Severability: If any clause herein becomes illegal or is declared invalid, the illegality or invalidity of said clause will not cause the other provisions to be considered illegal or invalid.

Intuitu personae: The Client may not assign or transfer the rights and obligations resulting from the Contract without our Company's prior written agreement. Our Company may transfer the Contract to any company in its Group after simply informing the Client thereof.

Non-waiver: The fact that a Party does not invoke a breach by the other Party of any of its obligations may not be construed as a waiver of the obligation in question or a change to the Contract, and may not prevent said Party from invoking said clause in the future.

ARTICLE 23 - JURISDICTION - GOVERNING LAW

In the event of a dispute relating to the formation, validity, performance, interpretation, termination, expiration or consequences of the Conditions or related Contracts/Orders, the Parties agree to meet with a view to reaching an amicable settlement within 15 days from the date the most diligent Party serves notice by registered mail, return receipt requested, on the other Party. If no amicable solution is reached within 30 days, the dispute will fall under the exclusive jurisdiction of the courts of the Province of Quebec. The Conditions are governed

by and must be construed in accordance with the laws of the Province of Quebec and the federal laws of Canada.