

Purchase Order Terms and Conditions - ORTEC ENVIRONNEMENT SERVICES Inc.

ARTICLE 1 – PREAMBLE

The fulfillment of orders placed by our Company (hereafter the "Order(s)") by the supplier (hereafter the "Supplier") implies full and unconditional acceptance of the following contractual documents (hereafter the "Contractual Documents") in the following order of precedence:

- these general terms and conditions of purchase (hereafter the "TCP"),
- where applicable, all the documents that apply to the principal contract (hereafter the "Contract") entered into by our Company and the end customer (hereafter the "Customer").

The Supplier recognizes that the Contractual Documents have been freely negotiated and waives all other terms and conditions, including those of its general terms and conditions of sale.

The Supplier also acknowledges having obtained all the Contractual Documents and information required to fill the Order, and states that it is perfectly aware thereof.

ARTICLE 2 – ORDERS

Unless otherwise agreed by our Company, all Orders are subject to these TCP, which are a full part thereof, and must be materialized by the issuance of a written purchase order that sets out the prices, deadlines, quantities, description of the items ordered, or the services or work ordered (hereafter the "Service(s)").

The Order will be deemed accepted by the Supplier when the first of the following two events occurs:

- The expiry of a period of eight calendar days from the sending of the Order, in the absence of a change request from the Supplier.
- In the event the Supplier has started filling the Order, with no written reservation on its part on the Order and/or the Contractual Documents.

Our Company reserves the right to cancel the Order at no cost and at any time before receipt of the Supplier's written, unqualified and unconditional acceptance thereof.

The Supplier's acceptance of the Order, including by way of starting the filling thereof, implies its unconditional acceptance of the Contractual Documents, which constitute the entire agreement between the parties. All other conditions or reservations that may complete or modify the Contractual Documents may not be enforced against our Company in the absence of our prior written agreement.

Our Company may request modifications and/or additions to the Services at any time. These modifications and/or additions will be carried out by the Supplier on the same technical and financial bases as those provided in the initial Order.

The Supplier may only carry out the modification and/or the addition to the Services once an amendment to the Order has been signed or, at the least, after our Company has agreed in writing to its estimate regarding the modifications and the new performance deadlines.

ARTICLE 3 – ORDER FULFILMENT TERMS

The Supplier undertakes to fill the Order according to best industry practices and in compliance with the Contractual Documents, the regulations and the standards in effect. It has an obligation to inform and advise throughout the fulfillment of the Order and must inform our Company without delay of any difficulty or anomaly observed or that may occur during the fulfillment of the Order, in particular any difficulties in obtaining supplies and/or with delivery deadlines.

The fulfillment of the Order may be verified at any time, and the equipment or Services may be subject to an audit before delivery/acceptance either by our Company or by the Customer or its representative or by any organization it hires. This audit will be conducted according to the terms of the Order. For this purpose, our Company will have free access to the Supplier's premises and to those of its potential providers and/or subcontractors. All information, assistance and usual audit resources will be made available to us so that we can ensure that the Service is being provided according to best industry practices and by the deadlines set out in the Order. The Supplier may not claim that the periods of time that are usually necessary for the conduct of audits and tests justify a delay in the fulfillment of the Order. The progress and fulfillment audits conducted during manufacturing or fulfillment do not imply our Company accepts the Services nor do they release the Supplier from its obligations under the Order.

All the administrative and technical documents provided by the Supplier to our Company will be in French and/or English, as indicated in the Order. These documents must be complete and structured in accordance with indications provided in the Contractual Documents.

The Supplier must inform us without delay of any change it intends to make to the Service or to the technical conditions under which it is provided. This change may not be executed without our prior written agreement. If the change is refused, the Supplier undertakes to resume the fulfillment of the Order as initially planned, and the Supplier will not be released from its obligations under the Order in this event. The Supplier must immediately inform us of any defects or non-conformities observed.

In response to a simple request from our Company, the Supplier will send in writing any information that allows for identification of the origin, location and date of manufacturing of the equipment and elements therein, the quality controls performed, and/or any other information our Company or its Customer deems necessary (certificates of origin, material certification, etc.).

The Supplier expressly recognizes that the possession of licenses, permits, accreditations or certifications required under the Order and/or the Contract constitute a condition precedent without which our Company would not have selected the Supplier: these accreditations must be valid for the entire period of the Order/Contract.

The Supplier undertakes to have sufficient, qualified personnel to properly fill the Order. Under its responsibility, it defines the resources necessary to provide the Service. The Supplier must obtain our agreement for any subcontracting and/or total or partial assignment of the Order.

ARTICLE 4 - EXPORT CONTROL

The Supplier undertakes to comply with the laws and regulations governing export control that may apply to the Services (and/or the components thereof), as well as the software, information and products that the parties may exchange in the framework of the Order.

In particular, it undertakes to implement all safety (or other) measures required to avoid a transfer of information identified as being "classified", which our Company and/or the Customer provides, to persons not authorized to access said information.

The Supplier undertakes to inform our Company of the classification relating to the export controls applicable to the Order and to notify us of any change - or planned change - of said classification within a maximum period of 15 days after the Supplier has been informed thereof.

If the export or re-export of all or part of the Order is subject to an export license, the Supplier undertakes to apply to the competent federal authorities for said license, at no cost. If the license is not renewed or if it is withdrawn for reasons attributable to the Supplier, our Company may terminate the Order as of right and claim damages for the prejudice suffered due to said non-renewal or withdrawal.

The Supplier must comply with all the laws, directives and regulations regarding sanctions and embargoes applicable to exports, imports and related financial flows. To this end, it declares and guarantees that it is not on any list of entities subject to restrictions or prohibitions on imports or exports applicable to the Services that are the subject of the Order.

The Supplier will hold our Company harmless and compensate any damage resulting from the Supplier's non-compliance with any of the obligations described in this article.

ARTICLE 5 – FINANCIAL TERMS - PAYMENT

Unless provided otherwise in the Order, the prices are all-inclusive, firm and non-revisable. They include all applicable federal, provincial and local taxes and charges (for which the Supplier alone is responsible); however, the provincial sales tax may be invoiced where applicable. All costs related to case packing, packaging, loading, securing, trucking and/or additional insurance are included in the price, and no additional costs of any type whatsoever may be charged in relation thereto.

Each invoice must include the purchase order number and site name. If the Supplier does not include the aforementioned information on each invoice, our Company reserves the right to refuse the invoice and delay payment until receipt of an invoice that complies with these requirements.

The reporting and payment currency is the Canadian dollar.

Invoices will be sent in accordance with the schedule set out in the Order, failing which an invoice for the total amount will be submitted upon receipt and acceptance of the Services by our Company and/or the Customer.

Unless otherwise indicated, payments will be made once the penalties potentially owed by the Supplier have been deducted and will be sent by bank transfer to the account indicated by the Supplier 45 days end of month, date of issue of the invoice.

If any invoice remains unpaid on the due date, the Supplier may apply a late payment penalty, the amount of which may not be greater than the Royal Bank of Canada's prime rate, calculated monthly based on the due date until the sum due has been paid in full.

Our company reserves the right to at any time offset a sum that the Supplier or a member of its group may owe it against the invoice.

ARTICLE 6 – DEADLINES

The delivery deadlines are indicated in the Purchase Order. The deadlines are mandatory, i.e., the Supplier is bound by a performance obligation with regard to the deadlines and the provision of any document related to the Order. If the Supplier fails to comply with these deadlines, it will bear all the consequences resulting from said delay.

Without limiting our right to claim damages for the prejudice suffered due to said delays, our Company may, without notice, apply one or more of the following penalties:

- Apply the penalties for delays provided in the Order or the Contract or, failing which, apply the penalties calculated according to the following formula: $P = (V \times R)/500$ (P = amount of the penalties; V = value penalized; R = number of calendar days of delay). Unless otherwise stipulated in the Order, " V " will be at least equal to the amount of the Order,
- Terminate the Order in whole or in part as of right by registered letter with an acknowledgement of receipt (or any other method allowing for the issuance of a receipt), subject to ten (10) days' notice,
- Substitute the defaulting Supplier pursuant to the terms of Article 7.3 below,
- Demand immediate delivery "as is" of the studies and/or all the goods and equipment realized and/or involved in the framework of the Order, with the Supplier being responsible for payment of all additional costs resulting therefrom, including shipping costs,
- In the cases referred to in c) and d) above, the Supplier will authorize our Company or the third party it designates to use all the intellectual property rights and all the equipment necessary to complete the Order for the period required to finalize the fulfillment of the Order.

ARTICLE 7 – TERMINATION/DEFAULT

7.1 Our Company reserves the right to refuse the Services, in whole or in part, that are not shipped or completed in accordance with the Contractual Documents. We also reserve the right to terminate the Order in the event the Supplier seriously breaches its contractual obligations. Any Service definitively refused on the grounds of non-conformity with the Order or Contract must be resumed by the Supplier within a period of eight (8) days following receipt of the notification of refusal. The defective products will be made available to the Supplier at its cost and risk, including those related to shipping. After this period, our Company reserves the right to invoice the Supplier for the warehousing costs, as well as the case packing, packaging, loading, securing and transport if the merchandise is returned should our Company decide to return said merchandise to the Supplier. If an Order is refused in whole or in part, the Supplier undertakes to replace the Services refused within a period of eight (8) days after notification thereof. After this period, the total Order may be cancelled.

7.2 When the Order relates to a Contract entered into by our Company and a Customer, termination of the Contract, regardless of the grounds for said termination, will automatically cause the termination of the Supplier's Order, with no compensation other than the payment of the Services performed in accordance with the Order and accepted. Our Company will inform the Supplier of said termination by registered letter with an acknowledgement of receipt (or any other method allowing for the issuance of a receipt).

7.3 If the Supplier defaults, our Company may decide to fill or have a third-party fill all or part of the Order at the Supplier's cost and risk, without prejudice to the damages that our Company may claim and/or additional costs for which it may request reimbursement.

ARTICLE 8 – PACKAGING -TRANSPORT

Unless indicated otherwise, the Order must be shipped to the address indicated in the Order by DDP (Delivery Duty Paid - Incoterms 2020). The Supplier pays for all packaging, transport and insurance costs. All shipments that do not include a delivery slip will be returned to the Supplier without notice and at its cost.

When the fulfillment of the Order requires the use of chemical substances subject to the Canadian Environmental Protection Act (S.C. 1999, c.33) and its implementation regulations and, if applicable, in Ontario, the Dangerous Goods Transportation Act (R.S.O. 1990, c. D.1) or, in British Columbia, the Transport of Dangerous Goods Act (RSBC 1996, Chapter 458), the Supplier guarantees that it complies with, and has its own suppliers and subcontractors comply with, all of the obligations set out in applicable regulations. The Supplier will be responsible for any consequence of non-compliance with these regulations.

When the Order requires parasite treatment, said treatment must imperatively be performed in accordance with the ISPM 15 (International Standards for Phytosanitary Measures No. 15). The Supplier will be responsible for any consequence of non-compliance with this standard.

The equipment must be shipped with sufficient protection to ensure it is not damaged during transportation and storage, in accordance with the regulations and standards in effect. The Supplier will be responsible for all the consequences of defective, insufficient or inappropriate protection, packaging or marking. In particular, the Supplier will be required to replace equipment lost or damaged before delivery at its cost and risk and by the deadlines.

Unless otherwise indicated in the Order, all deliveries are delivered to their destination with the freight and insurance paid in advance under the responsibility of the Supplier alone. Unless otherwise agreed in writing, no insurance costs will be accepted. When the Order specifically relates to a transportation service, the carrier provides its services under its responsibility and in its own name. The carrier is responsible for all damage caused when providing the Service and must compensate our Company for all the consequences resulting from the total or partial loss or damage to the merchandise transported based on an amount at least equal to 110% of the declared value, all applicable taxes included.

ARTICLE 9 – DELIVERY - ACCEPTANCE

Acceptance of the equipment or Service is declared at the location set out in the Order or, failing which, at the delivery location, in accordance with the terms of the Order and/or Contract.

In the case of a delivery to our premises or to the logistics provider designated by our Company, the delivery must include a slip (indicating the Order number, number of lines, quantities, HS codes, and dimensions or weight delivered) and the description of the goods and equipment in accordance with the indications set out in the Order.

In the case of a delivery to another location, the Supplier must use the documents provided by our Company (delivery slip, certificate of conformity, and other documents provided) for the delivery.

The Supplier is responsible for any loss or damage caused to the Order up to the transfer of risks, in accordance with the applicable Incoterm, regardless of the cause thereof.

Acceptance of the Service includes, as applicable, unconditional acceptance of the equipment, and also acceptance of all the technical documents, user documents, and assembly instructions, in accordance with the Order's requirements.

Acceptance is indicated with or without reservations by drawing up a joint report signed by both parties. Our Company reserves the right to proceed with partial acceptance of the Service, in which case acceptance is declared for the portion of the Service that complies with the terms of the Order and subject to said portion being able to be used separately from the part of the Service that is refused.

ARTICLE 10 – LIABILITY/INSURANCE

The Supplier is responsible for damage caused during the fulfillment of the Order and holds our Company harmless from any claim or legal action that may be initiated against our Company as long as the Supplier's liability may be claimed.

If either party initiates a legal action or procedure seeking the enforcement or interpretation of the Order or is a party to such an action or procedure, the party having won the action or procedure is entitled to recover from the other party all the reasonable costs and legal fees incurred in the framework of the action

or procedure or an appeal or the enforcement of a judgment rendered pursuant to such an action or procedure.

NO TERM OF THESE TCP MAY BE INTERPRETED AS HOLDING OUR COMPANY LIABLE IN THE EVENT OF ACCESSORY, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGE OR IN THE CASE OF PUNITIVE DAMAGES OR EXEMPLARY DAMAGES OF ANY NATURE WHATSOEVER - INCLUDING LOSS OF REVENUE OR PROFITS (WHETHER DIRECT OR INDIRECT DAMAGE), BUSINESS LOSS OR LOSS OF DATA, THE COSTS OF REPLACEMENT OR LEGAL FEES RESULTING FROM THE ORDER OR SERVICES RENDERED HEREUNDER (INCLUDING, WITHOUT LIMITATION, THE FACT THAT THE DAMAGE RESULTS FROM A BREACH OF ANY TERM OR CONDITION HEREIN), WHETHER OR NOT OUR COMPANY HAD BEEN ADVISED THEREOF, WHETHER OR NOT IT HAD ANOTHER REASON TO BE AWARE THEREOF, OR WHETHER OR NOT IT WAS AWARE OF THE POSSIBILITY OF THIS OCCURRENCE.

The Supplier must have insurance policies that cover all the risks inherent in its business, which cover, without limitation, the risk of errors and omissions, bodily injury and material damage, contractual prejudice and occupational accidents. The Order will indicate the amounts and nature of the warranties required, which may not be less than \$1,000,000 for each of the policies, and which must cover, at a minimum, the following risks:

- 1) Insurance for occupational accidents that is sufficient to comply with the minimum coverage requirements of all laws on this matter that apply to the personnel assigned to the provision of the Services.
- 2) General liability insurance including, without limitation, coverage for bodily injury, material damage and/or personal prejudice, including contractual liability resulting from the Services. Our Company will be indicated as an additional insured.
- 3) Automobile liability insurance covering all the vehicles owned, not owned, rented, leased or operated by and/or registered to the Supplier, used in the framework of the Services, in particular for liability relating to bodily injury, death and accidental material damage.
- 4) "All risk" insurance covering all of the equipment, tools, buildings and vehicles the Supplier has custody of or control over, whether or not it is the owner thereof.
- 5) If applicable, professional liability insurance covering all of the Supplier's activities and operations, as well as its employees and agents in the framework of this Order.
- 6) In addition, if indicated in the Order, the Supplier undertakes to obtain at its cost, and keep valid throughout the duration of this Order, civil liability insurance related to pollution in a minimum amount of \$1,000,000 per event.

With its offer, and at the latest before the effective date of the Order, the Supplier will provide an up-to-date certificate that reflects the above requirements from an insurance company known to be solvent, and which indicates the activities covered and the amounts guaranteed and attests that it has paid all premiums due to date. Failing receipt of this certificate, our Company reserves the right to suspend any payment and/or terminate the Order.

ARTICLE 11 – WARRANTY

The Supplier undertakes to provide a Service that is free from any defect (part, labour and travel guarantee). It also provides a warranty for the parts provided. The Order also includes the terms and period of the warranty. Failing the foregoing, the warranty period is at least twenty-four (24) months from the date of acceptance at the location indicated in the Order. Any return, replacement or repair gives rise to a new warranty for the same period. All warranties will survive our Company, our successors or assigns, and all persons and entities, including the Customer and the members of the Ortec group, to which the Goods may be resold or leased. The Services must comply with the terms of the Contractual Documents, the standards set out in the specifications, usual standards and best industry practices in effect. Our Company will inform the Supplier in writing of the returns, repairs and/or rectifications that must be performed. The Supplier must comply therewith at its cost by the deadline indicated in the notification, failing which within 48 hours.

After this period, the Supplier must, at its cost, in the following cases:

- either provide equivalent replacement equipment for the period of the repair after having retrieved at its cost the defective equipment or, at the least, provide us with the elements necessary to continue to work.
- or re-provide the Service in accordance with the terms of the Contractual Documents.

If an appraisal is required by either party, the Supplier undertakes to provide our Company with, at a minimum, the elements required to allow us to continue to work.

ARTICLE 12 – TRANSFER OF OWNERSHIP

Unless stipulated otherwise, ownership is transferred to our Company when the first payment for the Order is made. Any retention of title that our Company has not expressly accepted is null and void.

ARTICLE 13 – FORCE MAJEURE

Neither party may be considered to have failed to comply with its contractual obligations if the failure to comply results from a force majeure event, as said events are recognized in applicable laws and case law. In any event, strikes that occur at the Supplier alone or at its potential suppliers or subcontractors do not discharge the Supplier from its responsibilities relative to a delay or a failure to fulfil the Order. The force majeure event only releases the party that claims force majeure from its contractual obligations to the extent that and during the time that it is prevented from complying with said obligations. The party that is the subject of the force majeure event must immediately advise the other party thereof by registered letter with an acknowledgement of receipt (or any other method allowing for the issuance of a receipt) and provide all relevant proof thereof. It takes all measures to reduce to the greatest extent possible the prejudicial consequences of this situation. However, if the duration of the force majeure event exceeds 90 days from the date of notification thereof, the Order may be suspended or terminated in whole or in part by way of a registered letter with an acknowledgement of receipt (or any other method allowing for the issuance of a receipt).

ARTICLE 14 – CONFIDENTIALITY

All the information provided to the Supplier for the fulfilment of the Order is confidential. The following is also confidential: all the information the Supplier may become aware of as it fills the Order, in particular information on the organization and business of our Company and its Customer. This information may only be used by the Supplier and its potential suppliers and subcontractors for the purpose of fulfilling the Order and may not be disclosed to any unauthorized third party unless said disclosure is imperative to comply with legal or judicial obligations. This confidentiality obligation does not apply to information that is already in the public domain or that the Supplier legitimately obtains from a third party without breaching any confidentiality obligation. The Supplier undertakes to comply, and to have its personnel and potential suppliers and subcontractors comply, with this confidentiality obligation throughout the fulfilment of the Order and, unless stipulated otherwise in the Order, for the five (5) years that follow the expiry thereof for any reason whatsoever. On our simple request, the Supplier will return the confidential information it has received in the framework of the Order to us, as well as all copies thereof, or will provide proof of the destruction of said information.

ARTICLE 15 – INTELLECTUAL PROPERTY

The Supplier undertakes to comply with the stipulations of the Order and the Contract regarding intellectual property rights and the potential transfer of intellectual property rights covering the results relating to the fulfilment of the order. Unless stipulated otherwise, the intellectual property rights regarding methodologies or knowledge, whether patented or not, developed or perfected during the fulfilment of the Order, as well as all related documents, will be fully transferred to our Company as the Order is being fulfilled, with the exception of methodologies or knowledge that precede the Order and belong to the Supplier. However, the Supplier grants our Company a right to use the intellectual property rights related to any element required to use the Service for the entire period of protection of the rights in question and for the entire world.

Without our Company's express written agreement, the Supplier may not refer to or use our company's name, mark or logo, nor any logo or mark of the Ortec group or the Customer's group.

ARTICLE 16 – COMPLIANCE WITH THE LAWS AND REGULATIONS IN EFFECT

The Supplier undertakes to comply with all the laws and regulations that apply to the Order. The Supplier undertakes to provide us, upon our first request, with any document that certifies that it abides by the law and complies with administrative, social security and tax laws and regulations.

ARTICLE 17 – SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

The Supplier is hereby informed that the Company is a subsidiary of the Ortec group, which has signed the UN Global Compact, according to which it has undertaken to apply the 10 principles of this Compact and to act as a socially responsible corporate citizen, solidly committed to environmental issues. The Supplier acknowledges that it is aware of the Ortec group's social and environmental commitments (available by clicking on this link: <https://ortec-group.com/en/group/csr/>). The Supplier undertakes to comply, and have its potential suppliers and subcontractors comply, with all the legal, contractual and regulatory provisions, whether federal, provincial and/or local, that apply to its business, in particular relating to occupational health and safety, labour and employment, human rights, children's rights and, more specifically, child labour. With regard to environmental protection and the management of environmental risks, the Supplier undertakes to conduct its activities as ecologically as possible and to implement an environment management system. Therefore, unless otherwise stipulated in the Order, the Supplier guarantees that the Services provided will be provided in accordance with federal, provincial and local regulatory requirements applicable to the environment and with accepted industry practices, which include, in particular, an obligation incumbent on the Supplier to refrain from illegally disposing of hazardous waste or processing said waste in an appropriate manner, and to refrain from illegally pouring pollutants into the soil and water or illegally emitting pollutants into the air in excess of levels considered to be safe for the environment. These requirements apply to the subcontractors working under the Supplier's authority. With regard to equal employment opportunity, the Supplier and its subcontractors must comply with all applicable laws that favour equal opportunity (in particular, applicable laws that require businesses and subcontractors to take positive measures regarding employment and the promotion of persons with no regard for race, colour, religion, gender, national origin, the "protected veteran" status and disability) and prohibit discrimination of any individual based on their race, colour, religion, gender or national origin.

ARTICLE 18 – FIGHT AGAINST CORRUPTION

The Supplier undertakes to comply with the laws that apply to the Order and the Contract, as well as all the business ethics principles and requirements set out in the Ortec group's Code of Conduct, which is available by clicking on the following link: <https://ortec-group.com/en/group/ethics-and-compliance/>. The Supplier declares that it is aware of and undertakes to comply with the principles governing the fight against corruption, influence trafficking and money laundering as set out in particular in French Law No. 2016-1691 of December 9, 2016, relating to transparency, the fight against corruption and the modernization of economic life, referred to as the "Sapin 2 Law", and Articles 432, *et seq.*, of the French Criminal Code, the UK Bribery Act of 2010, the US Foreign Corrupt Practices Act of 1977, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 1997, the Canadian Corruption of Foreign Public Officials Act of 1998, the Canadian Special Economic Measures Act, as well as any other law that applies to the Order or the Contract (hereafter the APPLICABLE LAWS).

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

- is/are the subject of a criminal enquiry,
- has/have ever been the subject of a criminal or civil court judgement in their country or abroad,
- relative to acts of corruption and/or a breach of the APPLICABLE LAWS.

The Supplier, its shareholders, and any Company affiliated with it in accordance with applicable laws, 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, nor agree to an arrangement of any type with any person who holds a public position or provides a public service and/or said person's family or close friends, with the goal of obtaining an undue advantage; and
- b) making or promising payments, offering or promising gifts or any non-financial advantage, nor agree to an arrangement of any type with any person having a real or supposed influence on another person who holds a public position or performs a public service and/or said person's family or close friends, with the goal of obtaining an undue advantage; and
- c) making or promising payments, offering or promising gifts or any non-financial advantage, nor agree to an arrangement of any type with an employee, agent or representative of one of the Ortec group's Companies or with any person having a family tie to an employee, agent or representative of the Ortec group, with the goal of obtaining an undue advantage.

More generally, the Supplier certifies that it is not the subject of any conflict between its personal and/or business interests and those of the Ortec group, with the exception of those it declares before signing the Order.

The Supplier undertakes to answer any audit request from our Company, referred to as a "due diligence process", whether it be prior to, at the same time as or after the Order is signed, regarding the Supplier and/or any provider it may call upon when fulfilling the Order. To this end, it will provide all the information requested by the required deadlines. If a failure to comply with the APPLICABLE LAWS is identified during this audit process, the Supplier is hereby informed that our Company may terminate any business relationship it has with said Supplier without notice and with no compensation due.

The Supplier must accurately enter all the transactions directly or indirectly related to the fulfilment of the Order in accordance with generally accepted accounting standards. Unless stipulated otherwise in the Order, it must also retain in a safe manner any document related thereto for a period of five (5) years after completion of the Services.

The Supplier hereby agrees that our Company may conduct or have conducted audits of its accounts to control and verify strict compliance with the undertakings set out in this article. It undertakes to be fully cooperative in this regard by granting access to its accounting and by answering the questions of employees and/or representatives we appoint for this purpose.

More generally, the Supplier undertakes to ensure that any provider it calls upon in the framework of the fulfilment of the Order complies with and implements provisions that are similar to the undertakings made by the Supplier relative to the Order.

Non-compliance with any provision of this article may cause the termination as of right of the Order, with all penalties related thereto being borne by the Supplier. Furthermore, the Supplier must hold our Company, the Ortec group, their shareholders, executives and employees harmless in this regard. It undertakes to compensate them for all financial or other consequences thereof (including legal fees and court costs) that may result from its non-compliance with its undertakings set out in this article.

ARTICLE 19 – PROTECTION OF PERSONAL DATA

Each party undertakes to comply with the regulations in effect relating to the protection of privacy and personal information it obtains or that is communicated to it in the framework of the performance of the Work/Services.

The Supplier and any person concerned may consult the ORTEC Group's Personal Data Protection Policy available by clicking on the following link <https://ortec-group.com/en/gdpr/> or by contacting the Ortec group's Data Protection Officer by email at this address: dpo@ortec.fr.

ARTICLE 20 – TERMINATION

If either Party breaches any one of its obligations under the Order (including these general terms and conditions), the Party that suffers the prejudice may, by registered letter with an acknowledgement of

receipt (or any other method allowing for the issuance of a receipt), serve notice on the other Party to remedy said breach within a maximum period of thirty (30) calendar days.
If, at the end of this period, the breach has not been remedied, the Party suffering the prejudice may terminate the Order as of right by registered letter with an acknowledgement of receipt (or any other method allowing for the issuance of a receipt), without prejudice to any damages it may claim.
Unless public policy provisions require otherwise, the Company may immediately terminate the Order as of right and without notice in the event of a liquidation, court-ordered receivership, bankruptcy or amicable settlement with the Supplier's creditors.

ARTICLE 21 – SALE/CONTRIBUTION/CHANGE OF CONTROL

The Order is entered into on an *intuitu personae* basis with the Supplier. Therefore, if the Supplier is subject to changes that affect its structure (legal status, composition of its capital, corporate purpose, etc.), our Company reserves the right to terminate the Order with no compensation due by registered letter with an acknowledgement of receipt (or any other method allowing for the issuance of a receipt).

ARTICLE 22 – SEVERABILITY

If one of the clauses of these TCP becomes illegal or is declared null and void, the illegality or nullity of said clause will not cause the illegality or nullity of the other clauses.

ARTICLE 23 – NON-POACHING CLAUSE

Unless otherwise agreed in writing by the parties, each party undertakes to refrain from hiring the personnel of the other party, whether directly or indirectly through a parent company, a subsidiary or a company it directly or indirectly controls. This prohibition will end one (1) year after the Order has reached an end for any reason whatsoever. In the event of a breach of this article, the party committing the breach will pay the other party lump-sum compensation equal to the last twelve (12) months' salary of the employee poached.

ARTICLE 24 – AUDIT

The Supplier must keep accounting records, ledgers, documents and accounts related to the provision of the Services in accordance with common industry practices throughout the Order period and for five (5) years following completion of the Services.
The Supplier will authorize any person our company authorizes to audit the aforementioned documents according to a reasonable frequency and to make copies thereof in order to verify compliance with these TCP.

ARTICLE 25 – APPLICABLE LAW AND JURISDICTION

This Order and any dispute, conflict, procedure or claim of any nature that results therefrom or relates thereto in any manner whatsoever (including non-contractual disputes or claims) will be governed by and interpreted in accordance with the laws of the Canadian province in which the Services are provided and interpreted in accordance with said laws and the laws of Canada that apply thereto (with the exception, however, of the rules related to conflicts of laws). If the Services are to be provided in multiple Canadian provinces, the laws of the Province of Quebec will apply. The Parties hereby accept the jurisdiction of the courts of the applicable province relative to all issues resulting from the Order. They explicitly decline the application of the United Nations Convention on Contracts for the International Sale of Goods to the performance or interpretation thereof.