

GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. APPLICATION

Unless their application is specifically excluded in writing, in whole or in part, by GMST, these general conditions set out herein are binding on all persons selling or delivering goods or services to Gaz Métro Transport Solutions, L.P. ("**GMST**"), acting by its general partner Gaz Métro Transport Solutions (2015) inc., which conditions form an integral part of all purchase orders issued by GMST and of all goods or services purchase agreements signed by GMST with a Supplier.

2. DEFINITIONS

In these general conditions:

- 2.1 "Contract" means i) the general conditions set out herein for the purchase of goods and services and either ii) all purchase orders issued by GMST or all goods or services purchase agreements signed by GMST and a Supplier, including all schedules to such documents or, where applicable, iii) the Contract award notice, the call for tenders document and the Supplier's proposal, including any schedules to such documents;
- 2.2 "Supplier" means any person selling or delivering goods or services to GMST and all authorized assignees, successors and assigns of such persons.

3. AMENDMENTS OR OTHER AGREEMENTS

- 3.1 All the obligations or responsibilities of GMST towards the Supplier are set out in writing in the Contract and GMST assumes no other obligation or responsibility whatsoever towards the Supplier. No verbal information provided by an GMST representative shall engage the responsibility of GMST. GMST is not bound to the Supplier by any other stipulation or agreement (including, notably, but without limitation, the Supplier's usual general conditions) unless specifically agreed to in writing by a duly authorized representative of GMST.
- 3.2 Contract amendments, including without limitation any change to the specifications for goods to be delivered by the Supplier or any change to the packaging the Supplier uses to deliver the goods, shall only be made in writing and shall be signed by each party's authorized representative.

4. DOCUMENTS' INTERPRETATION AND PRIORITY

All the documents comprised in the Contract complete each other and all the information contained in any of these documents is part of the Contract.

In case of contradiction or ambiguity in the application of the various Contract documents, the following order of priority for the interpretation and performance of the rights and obligations set out herein shall apply:

- a) The purchase order or the goods or services purchase agreement signed by GMST and the Supplier, with the exception of their schedules;
- b) If applicable, the schedules to the purchase order or to the goods or services purchase agreement, excluding the Supplier's bid or service offer accepted by GMST;
- c) If applicable, the call for tenders documents, with the exception of the documents mentioned in paragraphs a) and b) and the general conditions set out herein for the purchase of goods and services;
- d) The present general conditions for the purchase of goods and services;
- e) The Supplier's bid or service offer accepted by GMST.

5. ACCESS PROVIDED BY GMST

On receipt of a prior written notice from the Supplier, GMST will provide, insofar as required, access to the site where the goods must be delivered or the services rendered, provided the Supplier respects the Contract.

6. PRICE

The price and/or rates for the goods or services are stipulated in the Contract and shall apply for the Contract term. Such price and/or rates include all charges, fees and taxes applicable to the sale, packaging, shipment, transportation and delivery of the goods and delivery of the services, with the exception of GST and QST.

7. BILLING AND PAYMENT

7.1 Following delivery of the goods or services, the Supplier shall issue a detailed invoice referring to the Contract or the purchase order, depending on the nature of the order :

- a) When the order concerns goods or services, the Supplier shall send the invoices and supporting documents making reference to the Contract at:

GAZ MÉTRO TRANSPORT SOLUTIONS, L.P.
a/s accounts payable
1717, rue du Havre
Montréal (Québec) H2K 2X3

7.2 All invoices shall be paid within thirty (30) days of the later of the following dates: (a) the date on which the goods or services contemplated by the invoice are delivered or performed and (b) the date on which GMST receives an invoice in proper form from the Supplier.

7.3 All invoices of the Supplier must clearly indicate:

- a) in the header;

- i) their name;
 - ii) their address;
 - i) their identification number with respect to the Quebec Sales Tax (QST), the Goods and Services Tax (GST) and the Harmonized Sales Tax (HST);
 - ii) the number of the GMST purchase order;
 - iii) the account assignment number (statement of work or other), if applicable;
 - iv) the name of the requester at GMST;
 - v) the date of the rendition of the services.
- b) in the description:
 - i) the invoiced goods or services, their quantity and price;
 - ii) the details of the number of the section and sub-section of the purchase order of GMTS, if applicable;
 - iii) the item number of GMTS and the item number of the Supplier, if applicable;
 - iv) the environmental management fees with respect to the Contract, if applicable;
 - v) the applicable tax amounts:
 - i) Quebec Sales Tax (QST);
 - ii) Goods and Services Tax (GST); or, if applicable;
 - iii) Harmonized Sales Tax (HST);
 - vi) the payment term, if applicable.

7.4 GMST reserves the right to withhold from any amount payable to Supplier any amount required by law, including tax laws

8. COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES

The Supplier shall comply with all laws, regulations, standards and directives in force as well as with the corporate policies of Énergir posted on its Web site at <https://energir.com/en/about/the-company/governance/ethics-and-corporate-policies>. The Supplier shall also comply with the directives and instructions issued by GMST to ensure the security of its sites, facilities and employees and smooth business operation.

9. PERMITS

The Supplier shall hold and maintain, at all times, and at its expense, the permits, certificates, licences and other authorizations required to pursue its operations and perform its obligations pursuant hereto.

10. ASSIGNMENT

10.1 The Supplier shall not assign the Contract, in whole or in part, directly or indirectly, without GMST's prior written authorization.

10.2 Notwithstanding any authorization granted by GMST, the Supplier remains fully liable toward GMST for the full performance of the Contract and the compliance by the assignee of the obligations stipulated herein.

11. SUBCONTRACTING

11.1 The Contract is only binding upon GMST and the Supplier; the Supplier is solely liable toward GMST for the goods delivered or services rendered by subcontractors.

11.2 Without limiting the foregoing, GMST reserves the right, at all times, to refuse any subcontractor for any reasonable grounds, including inter alia the subcontractor's environmental or occupational health and safety record. Any GMST decision under this section in no way modifies the Contract price.

12. CONFIDENTIALITY

12.1 All information and documents made available to the Supplier, acquired in any manner whatsoever and prepared as part of the conclusion and performance of the Contract ("Confidential Information") are the property of GMST and are confidential. The Supplier shall treat the Confidential Information as such and shall not use it for any purpose other than performance of the Contract and shall not disclose such Confidential Information to anyone whomsoever except (a) with the prior written consent of GMST or (b) to its employees or subcontractors who need to know such Confidential Information in order to perform the Contract, provided that such persons agree to protect the confidentiality of the Confidential Information.

The Supplier shall be liable to GMST for any breach of the confidentiality obligation by a party to whom it disclosed the Confidential Information.

12.2 However, the obligation of confidentiality does not apply to:

- a) Information that is or becomes part of the public domain through no fault of the Supplier; or
- b) Information made available to the Supplier by a third party with no associated confidentiality obligation, provided such disclosure by the third party does not contravene any obligation of confidentiality to GMST.

The communication of Confidential Information by GMST in no manner confers on the Supplier any ownership rights to such Confidential Information, or any licence or right to use the Confidential Information for any purpose other than the performance of the Contract.

13. PERSONAL INFORMATION

13.1 The term “Personal Information” means any information relating to a natural person (whether directly or indirectly identified or identifiable), made available to the Supplier by GMST or processed by the Supplier for the performance of the Contract, in any manner.

13.2 The Supplier shall process (which includes collecting, using, disclosing or accessing) Personal Information only in accordance with the Quebec and Canadian or foreign legislation applicable to GMST (whether as data controller or data processor) relating to the protection of personal information (the “Personal Information Legislation”). Where the Supplier processes (in particular where it collects, uses, discloses or has access to) Personal Information, it is responsible for complying with any obligations set out in the Personal Information Legislation.

13.3 Without limiting the generality of Section 13.2 above and without prejudice to the obligations to which GMST is subject under the Personal Information Legislation:

13.3.1 **Gouvernance:**

- a) The Supplier shall designate a member of its personnel acceptable to GMST who shall be responsible for all Personal Information to be processed for the performance of this Contract and for ensuring that the Supplier complies with the obligations set forth in Section 13 of this Contract;
- b) The Supplier shall develop, implement and maintain Personal Information privacy compliance policies and processes to ensure the Supplier's compliance with Section 13 of this Contract. The Supplier shall make available to GMST all information necessary to demonstrate compliance with the obligations set forth in this Section 13 and arising from the Personal Information Legislation. At GMST's request, the Supplier shall also allow audits to be carried out in relation to the processing of Personal Information, at reasonable intervals or in the presence of indications of non-compliance. GMST may decide to carry out the audit itself or to appoint an independent auditor. Audits may also include inspections of the Supplier's premises or physical facilities and shall be, where appropriate, carried out after reasonable notice has been given to that effect.

13.3.2 Purpose Limitation: The Supplier shall only use Personal Information for the purpose described in the purchase order, goods and services purchase agreement or tender documents, as applicable;

13.3.3 Communication: The Supplier shall not communicate or disclose, in any matter, any Personal Information without GMST's prior written consent;

13.3.4 Duration of processing: The Supplier shall only process (which includes collecting, recording, storing, modifying, retrieving, consulting, using, communicating and otherwise

making available) Personal Information for the period set forth in Section 13.5 of this Contract.

- 13.3.5 **Security:** The Supplier shall take appropriate technological, physical and organizational security measures to ensure the confidentiality and protection of Personal Information, all in accordance with the Personal Information Legislation. These measures are in addition to those described in Section 8 (Information Security Program) of Schedule A to this Contract and the Supplier shall at a minimum take the same measures as it would take for its own personal information and confidential data (but no less than good practice and as required by the Personal Information Legislation).

These measures shall remain in place at all times until the end of the Supplier's obligations with respect to Personal Information under the Contract, as provided in Section 13.5;

- 13.3.6 **Hosting:** The Supplier shall host and process the Personal Information on one or more sites located in Canada, which the Supplier shall access from the Supplier's sites and via secure remote access;

- 13.3.7 **Access:** The Supplier shall only grant members of its staff or subcontractors access to Personal Information to the extent strictly necessary for the performance of this Contract. The Supplier shall ensure that persons authorized to process Personal Information undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;

13.3.8 **Compliance:**

- a) The Supplier shall immediately inform GMST if the Supplier receives notice from any governmental or regulatory authority alleging that it has failed to comply with the Personal Information Legislation in the performance of this Contract or if the Supplier otherwise becomes aware that it is not complying or may in the future fail to comply with the Personal Information Legislation in the performance of this Contract;
- b) The Supplier shall cooperate and comply with any requests or instruction issued by any privacy authority, including the Access to Information Commission and the Canadian Privacy Commissioner and any other governmental or regulatory authority to which GMST or the Personal Information is subject.

- 13.3.9 **Assistance to GMST:** The Supplier shall provide assistance to GMST to enable it to comply with its obligations under the Personal Information Legislation including but not limited to fulfilling its obligations in the event of a privacy incident or to respond to requests from data subjects to exercise their rights (including access and rectification). To this end, the Supplier shall comply with GMST's instructions;

- 13.3.10 **Subcontracting:** In the event that the Supplier subcontracts any part of the services provided for in this Contract, the Supplier shall do so by means of a written contract which provides, in substance, for the same obligations with respect to the protection of personal information as those provided for in this Contract. Upon request by GMST, the Supplier shall provide GMST with a copy of such contract and the Supplier shall remain liable to GMST for the performance of the subcontractor's obligations. In addition, the Supplier shall inform GMST of any breach by the subcontractor of the subcontractor's obligations in respect to Personal Information or any breach of the Personal Information

Legislation in respect of Personal Information. In such event, Section 13.3.10 above and Appendix A of the Contract shall apply mutadis-mutandis;

13.3.11 Miscellaneous: The Supplier shall perform its obligations under this Contract in a manner that will enable GMST to comply with the Personal Information Legislation;

13.4 The Supplier undertakes to inform GMST immediately, by e-mail to vieprivee@energir.com, if a government authority or any other third party submits to the Supplier a request for access to or communication of Personal Information. Such e-mail shall (i) specify the reason why the Supplier must comply with such request, including the law requiring the communication of Personal Information, and (ii) provide a description of the Personal Information covered by such request. The Supplier also undertakes to provide GMST, within the time limits prescribed by GMST, with all the information requested, if any, and to take all measures prescribed by GMST prior to disclosing the Personal Information to such third party;

13.5 As soon as the Personal Information collected becomes unnecessary for the performance of the Contract or, as the case may be, upon expiry or termination of the Contract, the Supplier shall ensure the secure destruction and deletion of all Personal Information. The Supplier shall retain only such Personal Information as it is required to retain by law, within the prescribed time periods. Upon expiry of its legal obligations, the Supplier shall securely destroy and delete all Personal Information covered by such obligations. The Supplier shall provide GMST, by email to vieprivee@energir.com, with written confirmation of the measures taken within five (5) business days following the date on which the Supplier must destroy the Personal Information pursuant to this Section 13.5 of the Contract.

14. CYBERSECURITY AND INFORMATION SECURITY

In the event of any cybersecurity incident or breach, including, but not limited to, any breach of the protection of Personal Information, the Supplier shall notify GMST as soon as possible and no later than forty-eight (48) hours, by e-mail to the e-mail address soc@energir.com. The Supplier undertakes to communicate to GMST, within the time limits prescribed by GMST, all information requested by the latter in order to fulfil its legal obligations and to ensure its collaboration with GMST within the framework of the cybersecurity and Personal Information protection procedures and measures put in place by the latter. The Supplier also undertakes to take without delay reasonable measures to reduce the risk of any damage being caused as a result of this incident and to prevent any further incidents of a similar nature.

In the event of an incident involving Personal Information, the Supplier agrees and acknowledges that GMST shall determine, at its sole discretion, which party shall notify affected individuals of a security breach and the content, timing and method of providing notice to affected individuals.

15. PUBLICITY

The Supplier shall not refer to this Contract or otherwise use GMST's name in the media or in any other marketing activity, without GMST's prior written consent.

16. PROHIBITION TO USE OF NAME AND TRADEMARKS

The Supplier shall not use GMST trademarks or contest the validity of such trademarks or GMST's rights in this regard.

17. ACCEPTANCE OF GOODS AND SERVICES

GMST shall not be deemed to have accepted the goods or services delivered unless such acceptance is specifically made in writing. The acceptance of some goods, mentioned on a bill of lading or on a delivery receipt, shall not constitute a presumption, a confirmation nor an acceptance by GMST of the quality of such goods or of the quantity of goods delivered. GMST's acceptance of the goods or services shall not constitute a waiver of the right to invoke any warranty and shall not release the Supplier from any obligation toward GMST.

18. SUPPLIER'S ABILITY TO REPAIR, REPLACE OR CORRECT

The Supplier shall maintain, for a reasonable period following termination of the Contract (but under no circumstances for less than three (3) years), the ability and availability to repair and replace delivered goods and re-supply or correct services rendered and, in this regard, shall maintain the inventory, equipment and facilities and employ the personnel required to fulfill this obligation.

19. LIABILITY

19.1 Supplier's liability

The Supplier shall indemnify and hold GMST, its general and limited partners, directors, officers, employees, representatives and subcontractors as well as their successors and assigns (collectively, the "Indemnified Persons") harmless and take up their defence in respect of all damages (including loss of profits and professional fees incurred) suffered by them and against all claims or proceedings instituted against them resulting or arising there from, directly or indirectly:

- a) of the fault, omission or negligence
 - i) of the Supplier;
 - ii) of persons under the control of the Supplier (including its directors, officers, employees and representatives); or
 - iii) of the Supplier's subcontractors or their directors, officers, employees and representatives, including any failure to fulfill the obligations stipulated herein and failure to provide compliant goods or services; or
- b) of items in the custody or care of the persons mentioned in paragraph a).

The Supplier shall not, under any circumstances whatsoever, agree to a settlement that runs counter to the rights and interests of an Indemnified Person, nor make a transaction relating to his/her rights and interests, without such person's prior written consent.

GMST reserves the right to choose the attorneys who will represent it in any potential

claim, or any claim or dispute arising from the Contract, even in cases where the fees for such attorneys shall be assumed by the Supplier as part of its aforementioned obligation to take up the defence of GMST.

19.2 Supplier's liability for environmental protection

In the event of a fault on its part, the Supplier shall hold harmless and indemnify the Indemnified Persons in respect of all damages or prejudice that they may suffer in connection with any proceedings or claims, whether penal, civil or other, of any nature whatsoever, resulting from a breach of legislation or regulations applicable to the Contract relative to environmental protection, including the Environment Quality Act. The Supplier shall inter alia hold the Indemnified Persons harmless from all financial and other consequences arising in the event of the revocation, amendment, suspension or refusal to issue a certificate of authorization resulting from such breach.

Furthermore, the Supplier undertakes to take up the defence of the Indemnified Persons in any and all proceedings or claims referred to hereinabove and resulting from a breach of the legislation or regulations applicable to the Contract relative to environmental protection, including the Environment Quality Act.

19.3 GMST's liability

GMST shall only be held liable for direct damages caused through its fault to the Supplier. No indirect or exemplary damages or loss of revenue, profits or contracts shall be claimed against GMST by the Supplier or awarded thereto.

20. DISCLOSURE OF OFFENCES TO GMST

With respect to the goods delivered and services rendered under the Contract, the Supplier undertakes to notify GMST, forthwith and in any event no later than within twenty-four (24) hours, following any breach or offence relating to the compliance with federal and provincial legislation and regulations, including municipal by-laws.

21. NON EXCLUSIVE SUPPLIER

GMST does not and shall not have an obligation of exclusivity in respect of the Supplier for the provision of certain goods or services and shall not be required to respect any minimum purchase amount or volume.

22. NO WAIVER/CUMULATIVE RECOURSE

22.1 GMST's failure or delay in insisting on the Supplier's strict application of any stipulation of this Contract or in informing the Supplier that it has contravened any of its obligations, or GMST's acceptance of total or partial payment of any good or service shall not be construed as a waiver of GMST's right to demand full performance of the Contract and shall not release the Supplier from its obligations or warranties pursuant hereto.

22.2 All recourses stipulated herein are cumulative and are in addition to the recourses

provided by law.

23. TERMINATION OR SUSPENSION

GMST may, at any time and at its discretion, through a simple notice to the Supplier and without compensation thereto, terminate or suspend all or part of the Contract. GMST shall then only be required to pay for the goods delivered and services rendered prior to the date of termination or suspension.

24. SURVIVAL OF CERTAIN PROVISIONS

Notwithstanding any termination or termination of the Contract, the provisions herein that implicitly or explicitly must remain in effect shall remain so. Such provisions include, notably, but without limitation: section 12 – Confidentiality, section 13 – Personal Information, section 19.1 – Supplier's Liability, section 19.2 – Liability of Supplier for environmental protection, sections 34 and 41 – Insurance, and sections 35 and 35 – Intellectual Property.

25. NOTICE

Any notice that a party wishes or must send to the other party under the Contract shall be made in writing and delivered by registered mail or messenger to the address indicated in the Contract or to any other address as the party may designate by providing written notice to the other party to this effect.

26. TIME IS OF THE ESSENCE

Time shall be of the essence of this Contract.

27. FORCE MAJEURE

If a party is unable to perform its obligations due to a case of force majeure, as defined in the *Civil Code of Québec*, it shall so inform the other party in a timely manner. The obligations of the party so affected shall be suspended without liability; however, said party shall be required to remedy the cause of the force majeure as promptly as possible or find an alternate means of performing its obligations or, if such is not possible, to diminish the impact of the force majeure.

28. APPLICABLE LEGISLATION

28.1 This Contract shall be governed and interpreted in accordance with the laws in force in the Province of Québec. The application of the United Nations Convention on Contracts for the International Sales of Goods (1980) is specifically excluded.

28.2 The courts have exclusive jurisdiction to rule on all Contract-related disputes or litigation. To this end, GMST and the Supplier elect domicile in the judicial district of Montréal (Québec).

29. TERM

The Contract term is set out in the purchase order or agreement.

30. INSPECTION RIGHT

On request, the Supplier shall provide GMST and any other third party mandated by GMST access to the site where the services are rendered or where the goods are manufactured in order to allow it to verify or inspect the work performed.

ADDITIONAL GENERAL CONDITIONS APPLICABLE TO GOODS

31. DELIVERY AND TRANSFER OF OWNERSHIP

- 31.1** The Supplier shall deliver the goods on the dates and to the locations indicated by GMST in the Contract. All deliveries shall bear the GMST purchase order number and complete delivery address, failing which the delivery may be returned to the Supplier, at its expense. All goods sent in a given shipment shall bear consecutive numbers, which numbers must appear on the shipping slips and bills of lading on the line reserved for the description of the goods in question.
- 31.2** The Supplier shall assume the costs and risks of transporting the goods.
- 31.3** The transfer of ownership of the goods delivered takes place upon their delivery to the location indicated by GMST in the Contract.

32. REPRESENTATIONS AND WARRANTIES

- 32.1** The Supplier hereby represents and warrants to GMST that:
- a) It assigns to GMST a valid right of ownership in respect of the goods, which goods are free of all claims, sureties, hypothecs, encumbrances or any other third-party right;
 - b) The goods comply with the specifications set out in the Contract and are ready for the use for which they are intended by GMST;
 - c) The goods do not contravene any third-party intellectual property rights;
 - d) The goods are new, of good quality and free from all apparent or hidden defects. If it becomes aware of any defect, the Supplier shall promptly inform GMST;
 - e) It is providing all that is required to ensure full enjoyment and use of the goods.
- 32.2** Such warranties are in addition to and not in lieu of statutory warranties.

33. FAILURE TO RESPECT WARRANTIES

If the goods are used, defective, non-compliant, unfit for the use for which they are intended or fail to respect, for any reason whatsoever, the warranties stipulated in the Contract, the Supplier undertakes, at its expense and at GMST's discretion, to:

- a) Repair or refurbish the goods;
- b) Replace them with new goods; or
- c) Refund the purchase price.

In such a case, the Supplier shall assume the cost of removing and re-installing the goods.

The goods so repaired or replaced shall be subject to the warranties set out in section 32, as of their repair date in the case of repaired goods or, in the case of replaced goods, as of the date the replaced goods are delivered.

If the Supplier fails to fulfill this obligation, GMST may, at the Supplier's expense, use the services of a third party to repair, refurbish or replace the goods.

34. INSURANCE

For the protection of GMST, its successors and assigns, the Supplier undertakes to take out and keep in effect, at its expense and with a recognized insurer, throughout the term of the Contract, the following liability insurance covering the Supplier's operations in Canada, namely:

34.1 General liability insurance

General liability coverage for bodily injury and property damage of at least TWO MILLION DOLLARS (\$2 000 000), per occurrence.

The Supplier who is to deliver goods in whole or in part to GMST's liquefaction, storage and regasification plant located in Montréal ("**LSR Plant**") and who must, in order to do so, travel by vehicle within the LSR Plant facilities shall provide a certificate of insurance showing a minimum limit of TEN MILLION DOLLARS (\$10 000 000) per occurrence for general liability and for automobile liability.

34.2 Increases in limits and additional premiums

The Supplier may, at its discretion and according to the requirements of this Contract, increase the limit of the amount set out herein or take out additional insurance. However, no additional premium associated with such increased limit or additional insurance may be claimed from GMST. The insurance amount stipulated in section 34.1 in no manner limits the amount for which the Supplier may be liable to GMST under this Contract.

34.3 Insurance policy and certificate

The Supplier shall send to GMST, on request, and at the latest within five (5) days of receipt of the purchase order, a copy of the insurance certificate as proof that the insurance and limit required by this section are in effect.

The insurer shall notify GMST at least thirty (30) days prior to the cancellation of the policy or of a material change in coverage.

34.4 Failure to provide the insurance certificate or policy

If the Supplier fails to provide GMST with the insurance certificate or policy required pursuant hereto or if such insurance certificates or policies become null and void or are limited or reduced, contrary to the provisions of this Contract, GMST may then, in lieu of

the Supplier, without compensation to Supplier, terminate or suspend all or part of the Contract. GMST will only be required to pay for the goods delivered and the services provided before the date of termination or suspension.

35. INTELLECTUAL PROPERTY

The Supplier undertakes to obtain and assign to GMST upon delivery of the goods concerned at the latest all the intellectual property rights required to allow use of the goods for the purposes for which they are intended as well as their maintenance, repair and refurbishment, as the case may be. The Supplier hereby waives all moral rights in respect of such goods.

ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SERVICES

36. REPRESENTATIONS AND WARRANTIES

The Supplier represents and warrants to GMST that:

- a) the services provided will comply with GMST's requirements set out in the Contract and will be performed according to the highest industry standards and practices;
- b) the personnel assigned to the delivery of the services have the skills and certificates required to deliver the services effectively, in compliance with the Contract;
- c) if the services include the production of reports, documents or works, said reports, documents or works will not contravene any third-party intellectual property rights;
- d) it will be prudent and diligent; notably, it will take, at its expense, all the precautions and measures required to:
 - i) avoid damaging GMST's facilities and properties as well as surrounding facilities and properties;
 - ii) adequately protect and ensure the physical safety of its employees, the employees of GMST and all persons likely to be involved in the services.

37. FAILURE TO RESPECT WARRANTIES

If the services do not comply with the warranties set out herein, the Supplier undertakes, at its expense, and at GMST's request, to repair, re-supply or correct such services. If the Supplier fails to fulfill its obligations in this regard, GMST may, at the Supplier's expense, use the services of a third party to repair, re-supply or correct the services.

38. INTELLECTUAL PROPERTY

The Supplier hereby assigns to GMST all of its intellectual property rights in all reports, documents or works prepared as part of the performance of the Contract, including copyright therein, and waives all moral rights in respect of such services in favour of GMST.

39. LOCATION OF SERVICE PERFORMANCE

When required by GMST, the services will be performed at its premises using the media and equipment it provides. The services will be performed during GMST's business hours.

The Supplier undertakes to comply with the policy governing the use of IT and telephony tools appended hereto as Schedule B and to ensure that its employees, representatives and agents comply with such policy.

40. REPLACEMENT OF SUPPLIER'S HUMAN RESOURCES

During performance of the services, GMST may request that the Supplier replace its employees who do not have the requisite expertise. In such a case, the Supplier undertakes to assign employees with the required skills, in a timely manner following receipt of a request to this effect from GMST.

41. INSURANCE

For the protection of GMST, its successors and assigns, the Supplier undertakes to take out and keep in effect, at its expense, with a recognized insurer, throughout the term of the Contract, the following insurance covering the Supplier's operations in Canada, namely:

41.1 General liability insurance

General liability coverage for bodily injury and property damage of at least TWO MILLION DOLLARS (\$2 000 000) per occurrence, in which GMST is an additional insured. Solely with respect to activities or work performed or to be performed under the Contract, said policy shall be subject to the stipulations of GMST's special endorsement titled "Comprehensive General Liability Insurance & Umbrella Endorsement" appended hereto as Schedule C. Said endorsements shall form an integral part of the Supplier's policy and shall be effective on the Contract date.

The Supplier who performs services for GMST to be rendered in whole or in part at the LSR Plant shall provide a certificate of insurance demonstrating a minimum limit of FIVE MILLION DOLLARS (\$5 000 000) per claim for the general liability insurance.

The Supplier who performs services for GMST to be rendered in whole or in part at the LSR Plant and who must, in order to do so, travel by vehicle within the LSR Plant facilities shall provide a certificate of insurance demonstrating a minimum limit of TEN MILLION DOLLARS (\$10 000 000) per claim for the general liability insurance.

41.2 Third-party liability automobile insurance

Third-party liability automobile insurance coverage, owner's form, for bodily injury and property damage of at least TWO MILLION DOLLARS (\$2 000 000) per claim.

Solely in respect to the activities or work performed or to be performed under the Contract, said policy shall be subject to the stipulations of GMST's special endorsement titled "Third-Party Liability Automobile Insurance," appended hereto as Schedule C. Said endorsement shall form an integral part of the Contractor's policy and shall take effect on the Contract date.

The Supplier who performs services on behalf of GMST to be rendered in whole or in part at the LSR Plant and who must, in order to do so, travel by vehicle within the LSR Plant facilities shall provide a certificate of insurance demonstrating a minimum limit of TEN MILLION DOLLARS (\$10 000 000) per claim for the Third-party liability automobile insurance.

41.3 Professional liability insurance

Professional liability insurance coverage of at least TWO MILLION DOLLARS (\$2 000 000) per accident or claim and shall remain in effect for twenty-four (24) months following expiration of the Contract.

For computer / IT service providers, or any Supplier with access to GMST's computer network, this insurance must include a guarantee for risks relating to cyber risks, in particular responsibility for invasion of privacy, personal data protection and electronic document information / network security.

The Supplier who performs several contracts on behalf of GMST during the same calendar year must provide an insurance certificate demonstrating a minimum of FIVE MILLION DOLLARS (\$5 000 000) for the professional liability insurance limit.

41.4 Increases in limits and additional premiums

The Supplier may, at its discretion, increase the limits set out herein or take out additional insurance. However, no additional premium associated with such increased limit or additional insurance may be claimed from GMST for the performance of the services stipulated herein.

The insurance limits or amounts stipulated herein in no manner limit the amount for which the Supplier may be liable.

41.5 Insurance endorsements, policies and certificates

On request, the Supplier shall send to GMST, upon request and at the latest within five (5) days following receipt of the purchase order, the aforementioned endorsements duly completed and signed by the authorized representative of the Supplier's insurer. The Supplier shall also send GMST, upon request and at the latest within five (5) days of receipt of the purchase order, copies of the insurance certificates as proof that the types of insurance and limits required under this Contract are in effect.

The insurers shall notify GMST at least thirty (30) days before cancellation of the policy or of a material change to the insurance coverage. Said policies must be kept in effect commencing on the start date of the services until their definitive completion and twenty-four (24) months after this date for professional liability insurance.

41.6 Failure to provide insurance endorsements, certificates or policies

If the Supplier fails to provide GMST with the insurance endorsements or certificates required pursuant hereto or if such insurance endorsements, policies or certificates become null and void or are limited or reduced, contrary to the provisions of this Contract, GMST may then, in lieu of the Supplier take out and maintain in effect, the insurance policies required pursuant hereto.

All costs incurred by GMST to this effect shall, at GMST's discretion, be invoiced to the Supplier or deducted from the amounts that are or will be due to the Supplier under this Contract.

42. INDEPENDENT CONTRACTOR

The Supplier is an independent contractor who is free to choose the means, methods and ways of delivering the services, provided the Contract requirements are respected.

43. SCHEDULES

Schedules A and B form an integral part hereof.

44. LANGUAGE OF THE CONTRACT

The Contract was drafted in English at the request of the parties. Le Contrat a été rédigé en anglais à la demande des parties.

GMST POLICY GOVERNING THE USE OF IT AND TELEPHONY TOOLS

1. This policy is aimed at protecting Gaz Métro Transport Solutions, L.P. (hereinafter "**GMST**") and its employees against any illegal, erroneous or abusive use of IT tools; the policy applies also to all users of GMST IT tools (hereinafter the "User").
2. GMST has the right but not the obligation to control and supervise all aspects of computer use based on the company's needs. GMST may use monitoring software that systematically filters and archives information content (text and image) transmitted or received electronically. The software can detect, among other things, images and video sent or received electronically and any information containing preselected keywords indicating potentially abusive, illegal and/or offensive use of IT tools. The software then automatically informs the user, the email ender and the e-mail Security Administrator of such information, which is then archived.
3. The Security Administrator and his staff are required to preserve the confidentiality of information received by the monitoring software or received in any other manner. The Security Administrator may send Human Resources any information indicating that a user has failed to comply with this policy and/or the law. Human Resources, together with the manager concerned, may then apply disciplinary measures, if applicable.
4. Users shall utilize IT tools solely for the execution of GMST-related duties. However, GMST may allow users the privilege of occasionally using the Internet and email for personal purposes provided such use is reasonable and is in no manner detrimental to GMST. Given that electronically transmitted or received content is monitored (paragraph 2 of this directive), users should abstain from using IT tools to transmit or receive information with respect to privacy.
5. The following use of IT tools is notably prohibited:
 - (i) Consulting or distributing offensive material, hateful propaganda, pornographic and defamatory content;
 - (ii) Any other criminal activity;
 - (iii) Racist or sexist statements;
 - (iv) Violation of copyrights or intellectual property;
 - (v) Unauthorized access to GMST documents;
 - (vi) Unauthorized distribution of personal information to GMST, its employees, customers and commercial partners.
6. All users of GMST's IT tools have the obligation not to use or disclose any confidential information to the detriment of the company. Users must take appropriate measures when travelling or working outside GMST offices to protect the confidentiality of information contained in the IT tools (e.g. ensure third parties cannot read company information; avoid leaving laptops within view in vehicles, etc.).
7. Internet use must be authorized by the Information Technology Division and is subject to an GMST-approved security mechanism. GMST reserves the right to block access to certain Web

sites deemed not relevant to the company's needs.

8. Except for information intended for company-wide dissemination by GMST, all information sent by the GMST email network must be addressed to the recipient(s) concerned.
9. Only persons authorized by GMST may post information on the GMST intranet. GMST reserves the right to decide what is relevant information in this regard.

COMPREHENSIVE GENERAL LIABILITY
INSURANCE & UMBRELLA ENDORSEMENT

File no:
Contract no:
Project description:

This endorsement forms a part of the policy(ies) described hereunder and becomes effective as of the date at which Gaz Métro Transport Solutions, L.P. (“**GMST**”) allocates the above mentioned contract to a contractor. It is understood and agreed that this endorsement applies only to the liability arising out of the operations performed by the Insured under the terms of said contract between the Insured and GMST.

Primary:

Name of insured			
Name of agent or broker		No.:	
Name of insurance company (insurer)			
Kind of insurance		Policy no.:	
Effective date of this endorsement	day	month	year
Expiration date	day	month	year

Umbrella (if applicable):

Name of insurance company (insurer)			
Name of agent or broker		No.:	
Name of insured			
Kind of insurance		Policy no.:	
Effective date of this endorsement	day	month	year
Expiration date	day	month	year

1. The single limit of liability required under the terms of the contractual agreement referred to above, is **\$2 000 000, \$5 000 000 or \$10 000 000** per occurrence, under the terms of the Contract.
2. GMST is added as an **additional insured**.
3. This insurance applies to the liability assumed by the Insured under said contract. The Insurer also agrees to cover the contractor’s contractual liability assumed under the clause entitled "Contractor's liability" below:

CONTRACTOR'S LIABILITY

The Contractor assumes entire responsibility and liability for any damage or loss to GMST or any other person, arising directly or indirectly, from any error, omission or negligent act of the Contractor or persons under his control or for damage to property for which he may be liable. As per the above, the Contractor agrees, for himself, his successors and assigns, to protect, indemnify, exonerate, save and hold harmless GMST, its officers, agents, employees and successors and assigns from any and all damage, loss, expense, lawsuit, action or allegation and from all costs, losses, and expenses in connection with the Performance of Work by the Contractor, brought against them by any person, entity or corporation, as a result of incidents arising out of operations or from the Performance of Work by the Contractor, his officers, agents or employees, or by his sub-contractors, their officers, agents and employees or by any other person, entity or corporation under the terms of this contract, by reason of personal injury, bodily injury, including death, and property damage, as a result of any negligent act, fault or omission by the Contractor, his officers, agents and employees, or by his sub-contractors, their officers, agents or employees, or as result of any joint negligent act, fault or omission of the Contractor, his officers, agents or employees and/or of his sub-contractors, their officers, agents or employees, between themselves or with respect to third parties, except by reason of the sole negligence of GMST. Furthermore, the Contractor shall defend, at his expense, any civil suit or action against GMST, its officers, agents, employees, successors and assigns, and GMST’s representatives, by reason of any death or damages, and shall pay for all damages, costs and expenses, including legal fees relating to such suit or action.

4. The Insurer agrees that the policy mentioned above in this endorsement provides, among others, the following coverage:

1) Insurance on contractor's premises and operations;

2) 12 month completed operations coverage;

3) Product and completed Liability;

4) Cross Liability and Severability of Interest;

5) Contingent Employers' Liability insurance;

6) Contractual Liability, particularly assumed under contract under the clause entitled "Contractor's liability";

7) Personal Injury Liability insurance

8) Insurance on the following operations: shoring, excavation, underpinning, demolition, pile driving, caisson works, underground hazards, tunnel driving, and surveying of leveling operations;

9) Insurance on work performed by subcontractors;

10) Non-owned Automobile Liability insurance;

11) Insuring agreement on "Occurrence" basis, including "accident".

12) Property damage-broad form;

13) Primary and non-contributory Insurance;

14) Risks arising from elevators and lifting equipment;

15) Sudden and accidental pollution liability;

16) Work near railroad allowed.
5. Notwithstanding any other condition stipulated in this policy, Insurer agrees not to cancel this policy without giving GMST written notice of at least thirty (30) days prior to such date of cancellation. Such written notice must be forwarded by registered mail to:

RISK AND INSURANCE MANAGEMENT
Gaz Métro Transport Solutions, L.P.
1717 Du Havre Street
Montreal, Qc
H2K 2X3

6. It is further agreed that any act, omission, declaration of any one Insured, or any of his employees, directors or officers, which could result in cancellation of this policy or in reduction in payment of indemnity, shall in no way prejudice the rights of any other Insured under this policy.
7. The Insurer hereby specifically waives any and all rights of subrogation against GMST.
- Except as otherwise provided by this endorsement, all terms provisions or conditions of the policy shall have full force and effect.

Date:Signed by:

(Insurer's authorized agent)

(rev 11-2017)

Reference No :

AUTOMOBILE THIRD PARTY LIABILITY
INSURANCE ENDORSEMENT

File no.:
Contract no.:
Project description:

OWNER'S FORM

This endorsement forms a part of the policy described hereunder and becomes effective as of the date at which Gaz Métro Transport Solutions, L.P. allocates the above mentioned contract to a contractor. It is understood and agreed that this endorsement applies only to the liability arising out of the operations performed by the Insured under the terms of said contract between the Insured and GMST.

Name of insured	
Name of agent or broker	No.:
Name of insurance company (Insurer)	
Automobile insurance Section A – Third-party liability	Policy no.:
Insurnace limit	
Effective date of this endorsement day month year	Expiration date day month year

1. With respect to Section A of the Insuring Agreements of this policy entitled Third Party Liability, the single limit of liability required under the terms of contractual agreement referred to above, is \$2 000 000, \$5 000 000 or \$ 10 000 000 per claim under the terms of the Contract.
2. Notwithstanding any other condition stipulated in this policy, Insurer agrees not to cancel this policy without giving GMST written notice of at least thirty (30) days prior to such date of cancellation. Such written notice must be forwarded by registered mail to:

RISK AND INSURANCE MANAGEMENT
Gaz Métro Transport Solutions, L.P.
1717 Du Havre Street
MONTREAL, Qc
H2K 2X3

3. It is further agreed that any act, omission, declaration of any one Insured, or any of his employees, directors or officers, which could result in cancellation of this policy or in reduction in payment of indemnity, shall in no way prejudice the rights of any other Insured under this policy.
4. No deductible which may otherwise be mentioned in this policy shall apply to claims against GMST.

Except as otherwise provided by this endorsement, all terms provisions or conditions of the policy shall have full force and effect.

Date:Signed by:

(Insurer's authorized agent)

(rev. 06-2024)