

Service agreement

BETWEEN: **Certification Forevia Inc.**, a duly incorporated legal entity with its address at CP 151 Succ. Rosemont, Montreal, Quebec, Canada, H1X 3B7

(hereinafter referred to as “Forevia”)

AND : **Entity Name**, a duly incorporated legal entity with its address at **address**.

(hereinafter referred to as the « **Client** »)

1. PURPOSE OF THE AGREEMENT

1.1. In accordance with the provisions of this contract, including those set forth in the attached and incorporated appendices, the Client engages Forevia's services to carry out, in response to the Client's qualification request, the verifications necessary to obtain qualification for its management practices for the following scope (the "**Qualification**"):

- Forestry work or any other type of vegetation management, carried out under subcontract, that the company chooses to submit for Qualification in any territory,

(the "**Scope**"), in accordance with the following documents (the "**Reference Documents**"):

- The Operating Rules of the Forestry Business Management Practices Qualification Program (FBMP), as amended, updated, replaced, or revised from time to time (the "**Operating Rules**");
- The Forestry Business Management Practices Specification, as amended, supplemented, replaced, or revised from time to time (the "**Specification**").

1.2. This contract, including its general provisions in Annex A, its other annexes and the Reference Documents, is collectively referred to as the "**ESMP Program Requirements**".

2. TERM OF THE AGREEMENT

This Agreement shall remain in force for one (1) year from the Effective Date unless terminated earlier.

3. FEES AND PAYMENT

3.1 FOREVIA SERVICE FEES

3.1.1. The Client agrees to pay Forevia, for the duration of the contract, the amount corresponding to the work performed as detailed in Table 1 below, plus applicable taxes. The details of the elements included in the amount paid by the Client, as shown in Table 1, are:

- completion of the verification;
- the decision regarding the Qualification;
- if at least one non-conformity is identified during the verification: notification by email to the Client that their Qualification will not be issued and a brief description of the non-conformity;
- if no non-conformity is found, the issuance of the Qualification and its publication in the public register on Forevia's website.

Tables 1 and 2 show the applicable amounts.

Table 1: Fees for the different categories of audits

Activity	Qualification verification
PES: Small forestry business with 4 people or fewer, or less than \$500,000 in revenue from forestry work subject to Qualification, acting as a subcontractor for a PGES-certified forestry company	750 \$
EU: a sole proprietorship operating as a subcontractor for a forestry company certified under the PGES program.	450\$

1. All amounts are in Canadian dollars. Taxes must be added.

2. The variables that categorize the Client type and the number of employees are reconfirmed annually before invoicing. The Client may be required to submit its financial statements so that Forevia can confirm its type.

3. The rates in Tables 1 and 2 are those in effect at the time of signing this agreement. Forevia reserves the right, at its sole discretion, to increase its rates on January 1 of each year. The rate increase, if applied, will be less than 5%.

The fees listed in Table 1 exclude the items detailed in Table 2, which must be billed separately if applicable:

Table 2: Other Fees and Charges

Item	Price	Explanation
Repeat verification fee	250\$	If the supporting documents submitted by the Client contain errors, omissions, or any other non-conformities that prevent the issuance of the qualification, the Client may, upon payment of \$250, resubmit their corrected supporting documents. The \$250 fee covers each subsequent verification iteration after the initial verification, up to and including the issuance of the qualification, if applicable.
Additional time attributable to the Client	165\$/heure	The Client acknowledges that the fees listed in Table 1 are based on the assumption of diligent cooperation and adequate preparation on the part of the Client. Forevia reserves the right to bill for additional time when delays or extra work are caused by (i) excessive or unjustified disputes by the Client regarding the audit

	<p>findings, (ii) insufficient preparation (absence of certain essential documents on the day the audit begins) or the repeated submission of incomplete or inadequate documents, (iii) the need to explain in detail the applicable requirements or to repeat requests already made, or (iv) the time spent administering, verifying, and processing a complaint against the Client received by Forevia, if such complaint is deemed admissible by Forevia.</p> <p>Any additional time required in these circumstances will be billed at the hourly rate stipulated in the contract, following prior notice from Forevia.</p>
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3.2 ADDITIONAL FEES, COSTS AND EXPENSES

3.2.1 If Forevia undertakes additional work or generates additional costs not foreseen in the Qualification process, particularly due to the occurrence of one of the situations described in Appendix B, the Client agrees to pay Forevia, in addition to the amounts stipulated in section 3.1, all additional fees in accordance with the fee schedule above.

3.3 PAYMENT TERMS

3.3.1. The fees related to the Qualification process must be paid by the Client according to the following terms:

a) Verification Fees (Table 1)

The fee for Qualification activities is payable upon the Client's submission of supporting documents (Interac e-Transfer, bank transfer, or credit card payment). Forevia may also issue an invoice for these fees. The invoice must be paid by the Client before the verification of their supporting documents begins.

b) Other Fees and Charges (Table 2)

Additional charges detailed in Table 2 will be invoiced separately after verification. This invoice must be paid before Qualification is issued. If Qualification has already been issued when additional charges are billed, it may be suspended if the invoice is not paid in full within 30 days.

3.3.2. Notwithstanding any provision to the contrary, Forevia's commencement or continuation of verification work before the issuance or payment of an invoice shall not constitute a waiver of the requirement for prepayment, nor a modification of the payment terms stipulated in this agreement. Forevia retains the right at all times to demand payment of fees and to suspend or cease work until full payment has been received.

4. CLIENTS OBLIGATIONS AND RESPONSABILITIES

4.1. The Client acknowledges that Forevia's trademarks, as well as the Qualification and all documents issued by Forevia as part of the Qualification process, are and remain the exclusive property of Forevia.

The Client agrees not to use, reproduce, modify, or distribute, in any way whatsoever, the trademark, the issued documents, or any other intellectual property of Forevia without first entering into a specific written agreement governing such use.

With respect to other documents issued by Forevia as part of the Qualification process, the Client agrees to use them exclusively for internal purposes. Any use for other purposes will require prior written authorization from Forevia.

4.2. The Client confirms having read the PGES Program Requirements (available at www.forevia.ca/pges/documents) and agrees to comply with them at all times. This commitment extends to any modification made to the PGES Program Requirements and which has been previously communicated to it in writing by Forevia, including, where applicable, the transition arrangements required to ensure its compliance with the updated versions of the Reference Documents.

4.3. The Client agrees that Forevia may publish on its website (www.forevia.ca/pges/registre) up-to-date information regarding the content and status of the Qualification awarded to them.

4.4. The Client is obligated to promptly inform Forevia of any changes to the Scope of Work, as well as any event that may affect their Qualification. They also agree to bear any resulting additional costs and to reach any necessary adjustments or agreements with Forevia.

4.5 The Client's commitments under this contract take effect on the effective date of this contract and remain valid for the entire duration of its Qualification. Consequently, the Client acknowledges that failure to comply with the requirements of the PGES Program may result in the suspension or even withdrawal of its Qualification, in accordance with the provisions set forth in the Reference Documents.

4.6 The Client is responsible for ensuring that its subcontractors hold the valid status required by the PGES qualification program.

4.7 The Client authorizes Forevia to notify the MRNF, as well as REXFORÊT, Hydro-Québec, and the Bureau de mise en marché des bois (BMMB) in writing of the issuance of a Qualification. Similarly, Forevia is authorized to inform the MRNF, REXFORÊT, Hydro-Québec, and the BMMB of any situation likely to affect the validity of this Qualification, including the failure to obtain the Qualification, as well as its withdrawal or suspension.

The Client also consents to Forevia requesting and collecting from the MRNF, REXFORÊT, Hydro-Québec, and the BMMB all information relating to the execution of non-commercial silvicultural work held by the

Client. The Client expressly authorizes the MRNF, REXFORÊT, Hydro-Québec, and the BMMB to transmit this information to Forevia.

4.8 The Client agrees to provide Forevia annually with the number of its employees, subcontractors, and revenue from forestry work eligible for the program, to enable Forevia to identify the Client type (EUF or PES – see Table 1 above) and issue the corresponding invoice.

4.9 The Client acknowledges that its Qualification expires automatically after one year and that it is its responsibility, not Forevia's, to submit a new application, provide the documents required by the PGES Qualification, and pay the verification fees each year before its Qualification expires if it wishes to maintain uninterrupted Qualification.

4.10 The Client consents to Forevia, as part of the Qualification process, making a copy of any document it deems necessary or relevant for verification purposes and retaining a copy in its internal records.

5. FOREVIA'S RESPONSIBILITIES AND RIGHTS

5.1. Subject to the provisions of paragraphs 4.6 and 4.10, Forevia undertakes to guarantee the confidentiality of any confidential information it may become aware of during the performance of the work stipulated in this contract and not to disclose it to any unauthorized third party.

5.2 Any claim against Forevia, of any nature whatsoever, arising from this contract, shall not exceed the amount paid by the Client for Forevia's services during the six months preceding the events giving rise to compensation. This limitation shall not apply in the event of gross negligence or willful misconduct by Forevia.

5.3 Forevia shall not be liable for any indirect, consequential, incidental, special, exemplary, or punitive damages (including loss of revenue, contracts, or goodwill) suffered by the Client in connection with this contract, including those arising from the suspension, revocation, or refusal of a Qualification.

5.4 Forevia will not be liable for any damage suffered by the Client to the extent that it arises, directly or indirectly, from an act of the Client;

5.5 The Client undertakes to indemnify and reimburse Forevia for all costs, legal fees, court expenses and other reasonable costs incurred by Forevia if Forevia is involved, as a party or otherwise, in any proceeding, claim or litigation brought by a third party, due to an act, omission or fault attributable to the Client (e.g., violation of the Operating Rules or the service agreement, misuse of trademarks, logos or Qualification or certification documents, erroneous or misleading communication relating to the PGES Qualification, action or omission of the Client or its subcontractors in the context of qualified activities, etc.), whether or not such actions give rise to legal proceedings and regardless of the outcome of the dispute.

5.6 The Client acknowledges that in the event of force majeure or unforeseen circumstances beyond Forevia's control (e.g., natural disasters, strikes, major outages, etc.), Forevia may be unable to fulfill its obligations.

5.7 All complaints or appeals must be submitted in accordance with Forevia's official complaints handling process, available on its website (www.forevia.ca/complaintshandling/). Forevia will apply this process to the handling of any complaints or appeals related to this agreement.

6. VALIDITY OF THE QUALIFICATION

6.1. The Client's Qualification status will be displayed in Forevia's register upon receipt of a positive recommendation from the auditor who conducted the verification, and subject to final approval by the appropriate person at Forevia. This Qualification will remain valid for one year from the date of the Qualification decision made by Forevia, provided that the Client continues to comply with the requirements of the ESMP program.

6.2. In the event of termination or cancellation of this agreement, the Qualification will be considered withdrawn by Forevia, and the Client must immediately cease using the Qualification in accordance with the applicable provisions.

EN FOI DE QUOI, les parties ont signé le présent contrat ainsi que ses annexes A et B, qu'elles déclarent avoir lues et acceptées.

CERTIFICATION FOREVIA INC.

THE CLIENT

NAME : Alexandre Boursier

TITLE : Director

DATE : date

NAME : nom

TITLE : titre

DATE : date

APPENDIX A - GENERAL PROVISIONS

1. Forevia's Obligations and Commitments

- a) Forevia undertakes to conduct the Qualification process rigorously, professionally, and impartially, in accordance with applicable standards.
- b) Forevia is not liable for any delays resulting from the departure of a person deemed essential to the completion of the Qualification activities or from any other event beyond its control.
- c) Any changes to the PGES Program Requirements will be communicated to the Client in writing by Forevia.
- d) Forevia will ensure that the Client's Qualification information is kept up to date on its website and will respond to inquiries regarding its status.
- e) When tasks are delegated to subcontractors, Forevia assumes full responsibility and retains exclusive authority over all decisions related to the Qualification.
- f) Independent Contractor: This contract does not create an employer-employee, partnership, agent, or principal relationship between the parties. Furthermore, neither party has been granted any implied or express authority to create obligations or bind the other party in any way.
- g) Assignment: The Client may not assign its rights and obligations under the Contract without the prior written consent of Forevia.
- h) Waiver: The failure or omission of a party to exercise its rights due to the other party's non-compliance or breach of the terms of the Contract or the Reference Documents shall not be construed as a continuing waiver of the right to exercise a remedy or as a delay in the performance of the terms of the Contract or the Reference Documents.

2. Client Responsibilities and Commitments

- a) If the Client wishes to use Forevia's trademarks or any document issued as part of the Qualification process, it agrees to do so in accordance with the provisions of the Contract and Reference Documents. Except for this expressly authorized use, the Client is not permitted to use Forevia's name, documents, or trademarks.
- b) The Client must provide and allow access to any technical information or other information required by Forevia, insofar as such information is necessary or useful for the proper execution of the work. The Client must also facilitate the progress of the work by guaranteeing access to its facilities and personnel. The Client must submit the most recent annual financial statements if required by Forevia to verify revenue and determine the type of business for invoicing purposes.

3. Shared Commitments

a) Subject to the provisions of paragraphs 4.6 and 4.10 of this agreement, Forevia and the Client undertake to take the necessary measures to ensure the protection of confidential information and the commercial security of the work performed under this agreement, and each party undertakes not to disclose any information obtained during the Qualification activities to unauthorized third parties. However, Forevia reserves the right to mention the Client's name for promotional purposes.

4. Termination and End of Contract

a) Either party may terminate this contract by providing written notice to the other party, with at least 30 days' notice. In this case, Forevia will collect information summarizing the work performed up to the termination date, and the Client agrees to pay, within 30 days of receiving the final invoice, the amount corresponding to the fixed portion of the work completed. Forevia also reserves the right to terminate this contract by providing 10 days' written notice if exceptional circumstances warrant it, or in the event of force majeure.

b) Forevia reserves the right to terminate this Agreement immediately, without notice, if the Client makes an assignment to its creditors, initiates bankruptcy proceedings, is declared insolvent or bankrupt, or initiates any action relating to insolvency, financial reorganization, an arrangement with its creditors, dissolution, or liquidation of its business.

c) Forevia may terminate this Agreement by providing written notice to the Client if the Client fails to fulfill any of its contractual obligations under this Agreement or the Reference Documents and does not remedy the breach within 30 days of receiving written notice detailing the nature of the breach.

d) The Client must have paid its invoice for Forevia to proceed with its verification and the issuance of its Qualification. (e) If the Client receives an invoice for other costs and fees (see Table 2 above), this invoice must be paid within thirty (30) days of its issue date, failing which Forevia may suspend the Qualification or send written notice of termination. If payment is not received within sixty (60) days of the invoice date, this Agreement and the Qualification may be terminated automatically by Forevia, without further formality and without prejudice to its other rights and remedies.

f) In the event of termination of the contract or withdrawal of the Qualification, for any reason whatsoever:

- all services rendered by Forevia up to the effective date of termination must be paid for within 30 days of receipt of the final invoice;
- the Qualification will be automatically withdrawn on the date of termination and the client must cease all use of the associated trademarks; and
- certain terms of the contract (confidentiality, intellectual property, fees and payment terms, general terms and conditions) shall survive termination of the contract.

5. Miscellaneous Provisions

- a) All applicable duties and taxes, present or future, will be invoiced in addition to the amounts stipulated in the Service Contract.
- b) All documents, including correspondence, reports, the Qualification, and the Contract, are issued in French. A version in another language may be provided according to terms agreed upon by the parties. In the event of any discrepancy between the versions, the French version shall prevail.
- c) In the event of any conflict between different contractual documents, the following order of precedence shall apply: first, the Service Contract, followed by the general terms and conditions set forth in this Appendix A, then the other appendices to the Service Contract, then the Reference Documents, and, where applicable, the specifications or applicable standard.
- d) An investigation or verification may be carried out at short notice when Forevia deems it necessary. As with all other Verifications, the invoice is sent to the Client and paid in advance by the Client, but the execution date is determined later, with short notice.
- e) An unannounced audit may be conducted when Forevia deems it necessary. Forevia will invoice for an unannounced audit after the audit, plus any applicable travel expenses.
- f) The Client acknowledges and agrees that if the applicable Specifications or Forevia's PGES Program Operating Rules in effect at the time of the audit provide for the suspension of Qualification in the event of non-compliance with certain indicators or activities, Forevia is obligated to implement this suspension without delay. This suspension is automatic, without any prior notice being required, and without the Client being able to claim any recourse, damages, or compensation against Forevia, unless expressly provided otherwise in the applicable Specifications or Operating Rules.
- g) This agreement is governed by the laws in force in Quebec. The parties acknowledge the exclusive jurisdiction of the courts of Montreal to resolve any dispute arising from this agreement.
- (h) Any modification to the contract must be the subject of a written agreement between the parties. They must agree on the impacts of this modification, particularly with regard to the costs of the services.

APPENDIX B - LIST OF WORK AND ADDITIONAL COSTS

In accordance with section 3.2 of this agreement, additional charges may apply if Forevia incurs additional work or costs not anticipated during the Qualification process. The following, non-exhaustive list, enumerates the additional work and costs that may result in additional expenses for the Client:

- a) As presented in Table 2 under "Additional Time Chargeable to the Client," any unreasonable increase in the number of interventions required to address a corrective action, an unfounded dispute, or the follow-up of a justified complaint against the Client.
- b) Changes to the Scope of Qualification or the transfer of the contract to a new entity.

- c) The need to perform additional work or verifications, including follow-up on a non-compliance issue.
- d) The postponement or cancellation of an audit, or the extension of its duration, at the Client's request or due to circumstances beyond Forevia's control, including termination of this contract.
- e) The translation of any document into a language other than French, at the Client's request.
- f) The replacement of an auditor at the Client's request.
- g) An unplanned visit to one of the Client's sites.
- h) Information provided by the Client for the cost assessment of Forevia's services is incomplete, inaccurate, or does not reflect the Client's actual situation.
- i) Changes to the ESMP Program Requirements.
- j) The performance of verification activities outside normal working hours, i.e., before 7:30 a.m. or after 5:30 p.m. from Monday to Friday, as well as on Saturdays, Sundays, and public holidays, at the Client's request.
- k) Forevia's inability to initiate or continue the work required under the Qualification process within the timeframes agreed upon during the verification planning, due to circumstances attributable to the Client.

UNOFFICIAL TRANSLATION - DO NOT SIGN