

SERVICE AGREEMENT

BETWEEN: Qualification 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**, duly incorporated legal entity with its address at **address**.

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

1. Purpose of the agreement

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

- Forestry work or any other type of vegetation management, carried out by subcontractors, which 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 Management Practices Certification Program (FMP), as amended, updated, replaced, or revised from time to time (the "Operating Rules");
- The Forestry 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. CONTRACT DURATION

This Agreement shall have a term of one (1) year from the Effective Date (the “Term”), unless terminated earlier than provided herein.

3. FINANCIAL PROVISIONS

3.1 FOREVIA SERVICE PRICING

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 per Table 1, are:

- the completion of the audit and the preparation of the report;
- the processing of the report (technical review) and the decision regarding qualification;
- in the event that at least one non-conformity was identified during the audit: the review of supporting documentation and the closure of the non-conformity by the auditor within 30 days of the audit date;

- the issuance of the qualification, or its re-issuance between two audits due to changes in the Client's situation, such as a name change.

Table 1 shows the applicable amounts.

Table 1: Fees for the different categories of audits

Activity		Subcontractors with more than 4 employees or \$500,000 or more in forestry work eligible for the program
Type D	Qualification verification	1875 \$

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;

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

Table 2: Other costs and fees

Item	Price	Explanation
Additional time attributable to the Client	165\$/hour	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 extra time or work is required due to (i) excessive or unjustified dispute by the Client regarding the audit findings, (ii) insufficient preparation by the Client (absence of certain essential documents) or the repeated submission of incomplete or inadequate

		<p>documents by the Client, (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 to the Client.</p>
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3.2 ADDITIONAL FEES, COSTS AND EXPENSES

3.2.1 In the event that Forevia undertakes work or generates additional costs not foreseen in the context of the Qualification process, in particular due to the occurrence of one of the situations described in Annex B, the Client undertakes to pay Forevia, in addition to the amounts stipulated in section 3.1, all additional fees in accordance with the tariff 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, qualification 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 to demand payment of fees and to suspend or cease work until full payment has been received at all times.

4. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

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 qualification, the issued documents, or any other intellectual property of Forevia without first entering into a specific written agreement governing such use.

Regarding 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 the prior written authorization of Forevia.

4.2. The Client acknowledges 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 changes made to the PGES Program Requirements that have been previously communicated to the Client in writing by Forevia, including, where applicable, the transition arrangements required to ensure 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 issued to them.

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

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

4.6 The Client is required to ensure that its subcontractors hold the valid status required by the PGES program (qualification or qualification).4.7 Le Client autorise Forevia à notifier par écrit le MRNF, ainsi que REXFORÊT, Hydro-Québec et le Bureau de mise en marché des bois (BMMB) de la délivrance d'une Qualification. De même, Forevia est autorisé à informer le MRNF, REXFORÊT, Hydro-Québec et le BMMB de toute situation susceptible d'affecter la validité de cette Qualification, y compris l'absence d'obtention de la Qualification, ainsi que son retrait ou sa 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 forestry 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 for forestry work eligible for the program, in order to allow Forevia to identify the Client type (Type D or PES) and prepare the corresponding invoice.

4.9 The Client acknowledges that its Qualification automatically expires 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 annually before its expiry if it wishes to maintain its Qualification without interruption.

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. RESPONSABILITÉS ET DROITS DE FOREVIA

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 the 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;

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5.5 The Client agrees to indemnify and reimburse Forevia for all costs, legal fees, court expenses, and other reasonable expenses 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., breach of the Operating Rules or the Service Agreement, misuse of trademarks, logos, or qualification documents, erroneous or misleading communication regarding the ESMP qualification, action or omission by the Client or its subcontractors in the course of certified activities, etc.), whether or not such actions result in 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/complainthandling/). 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 Qualification 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 PGES program.

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

IN WITNESS WHEREOF, the parties have signed this contract and its annexes A and B, which they declare to have read and accepted.

QUALIFICATION FOREVIA INC.

THE CLIENT

NAME : Alexandre Boursier

TITLE : Director

DATE : date

NAME : nom

TITLE : titre

DATE : date

APPENDIX A - GENERAL PROVISIONS

1. Obligations and commitments of Forevia

- a) Forevia undertakes to conduct the Qualification process rigorously, professionally, and impartially, in accordance with applicable standards.
- b) Forevia is not responsible 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 Qualification.
- f) Independent contractor: the 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 qualification marks 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 as expressly authorized, 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 ensuring access for its personnel. The Client must submit the most recent annual financial statements if required by Forevia to verify revenue and determine the business type 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 agreement 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 agreement by providing 10 days' written notice if exceptional circumstances or force majeure warrant it.

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 related 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 (Table 2 above), this invoice must be paid within thirty (30) days of its issue date, failing which Forevia may suspend the qualification or provide written notice of termination. If payment is not received within sixty (60) days of the invoice issue 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) Advenant la résiliation du contrat ou retrait de la Qualification, pour quelque motif que ce soit :

- tous les services rendus par Forevia jusqu'à la date de résiliation effectives devront être payés dans les 30 jours suivant la réception de la facture finale;
- la qualification sera automatiquement retirée à la date de résiliation et le client devra cesser toute utilisation des marques associée; et
- certains articles du contrat (confidentialité, propriété intellectuelle, frais et modalités de paiement, clauses générales) survivent à la résiliation du contrat.

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, qualifications, 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) Where applicable, the duration of the Audits performed by Forevia is determined in accordance with applicable international standards, including those established by the International Accreditation Forum, Inc. in the document "Determination of Audit Time of Quality and Environmental Management Systems." This assessment also takes into consideration various factors, including, but not limited to, the number of employees, the size of the sites, the complexity of the processes and the level of risk.
- e) A short-notice investigation or audit may be conducted when Forevia deems it necessary. As with all other audits, the invoice is sent to the Client and paid in advance, but the execution date is determined later, with short notice.
- f) An unannounced audit may be conducted when Forevia deems it necessary. An unannounced audit is invoiced by Forevia after the audit, plus travel expenses if applicable.
- g) The Client acknowledges and agrees that if the applicable Specifications or the Forevia ESMP 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 takes effect automatically, without any prior notice being required, and without the Client being able to claim any recourse, compensation, or damages against Forevia, unless otherwise expressly provided in the Specifications or the applicable Operating Rules.
- h) This agreement is governed by the laws in force in Quebec. The parties acknowledge the exclusive jurisdiction of the courts of Montreal to settle any dispute arising from this agreement.
- i) Any modification to the agreement 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 is a non-exhaustive list of 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 assignment of the contract to a new entity.
- c) The need to perform additional work or verifications, including follow-up on a non-conformity.
- 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 unscheduled visit to one of the Client's sites.
- h) The 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 PGES Program Requirements.
- j) The performance of audit activities outside of normal business 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) The impossibility for Forevia to initiate or continue the work required under the Qualification process within the timeframes agreed upon during the planning of the verification, due to circumstances attributable to the Client.